

denTEL.com Terms of Use

Notice: Published August 13, 2020. Effective as of August 18, 2020. These Terms replace and supersede all prior versions.

Thank you for visiting the denTELdoc.com website (the "Website"), an Internet property of denTEL, LLC, a New York Limited Liability Corporation ("denTEL" or "Company"). Please review the Terms of Use (the "Agreement") carefully, as use of the Website indicates your acceptance of these terms. The material contained on this Website has been prepared for informational purposes only, and does not constitute, nor should it be construed as, providing dental, medical or healthcare advice on any matter. While we strive to keep the information contained on the Website current, it is not guaranteed to be correct, complete or up to date. Your receipt of information from the content of this Website does not, and is not intended to, create or constitute a contract to become a subscriber to denTEL's network or to become a subscriber or a member, and you should not act or refrain from acting on the basis of any information contained on the Website. The information is not intended to substitute for obtaining dental, medical or other healthcare advice, and all recipients are urged to seek appropriate professional advice on the particular facts and circumstances at issue.

Website and/or Network Services

denTEL provides lead generation Website and/or Network Services to validly registered Dental Providers on a subscription and pay-per-lead ("PPL") basis (collectively, the "Website and/or Network Services"). It is understood that Members registering at denTEL's Website to participate in the denTEL Network of Dental Providers (the "Network") may require assistance with matters that fall outside their practice areas or that require a local Dental Provider outside of the Dental Provider's geographic area. In such instances, Dental Provider will, when possible, connect Member leads with a Dental Provider in their specific geographical area.

Caution

ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE AND/OR THE NETWORK OR UNDERMINE THE LEGITIMATE OPERATION OF THE WEBSITE AND/OR THE NETWORK IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, DENTEL RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Privacy

We have adopted Privacy Statements and policies that you should refer to in order to fully understand how we collect and use information, particularly medical information collected and shared via the Network. Our Privacy Policies, including the HIPAA Agreement are hereby incorporated into this Agreement by reference.

Electronic Communications

When you visit the Website, send us e-mails, or respond to our questions, you are communicating with us electronically. In so doing, you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website and/or through your Network subscription or membership. You agree that all agreements, notices, disclosures and other



communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

Acceptable Use Policy

Our Acceptable Use Policy is incorporated in this Agreement (the "AUP"). The AUP is current as of the date set forth above. We reserve the right to update AUP from time to time consistent with applicable laws and principles. Any changes will be effective as of the date we publish the revised version at the Website, or as otherwise specified in the AUP. Any violation of this AUP will be considered a material breach of this Agreement and/or any other agreement you have with us governing your use of the Network and/or this Website. We reserve the right to terminate or suspend your membership and/or subscription for any violation of the AUP, and we will not be liable for any interruptions in service or other monetary loss related to enforcement of this AUP. You will be solely responsible for any monetary damages suffered by us due to your actions or inactions, including without limitation, regulatory penalties (e.g., FTC) and punitive damages related to our lost clients and revenues. Further, you agree to indemnify and hold us harmless from and defend us against any third party or government claims, including all related damages, costs and expenses (including reasonable attorneys' fees), that arise due to your violation this AUP, including damages related to other users of the Website and/or the Network and attorney's fees. You may not, and may not allow any third party, including your users, to use the Website and/or the Network to display, store, process or transmit, or permit use of the Website and/or the Network to display, store, process or transmit (collectively the "Prohibited Material"): (a) Material that infringes or misappropriates, or uses without appropriate consent, a third party's intellectual property or proprietary rights; (b) Hate-related, abusive, and/or material advocating discrimination against individuals or groups; (c) Material related to violence of any kind, including instructions on how to assemble or otherwise make bombs or other weaponry; (d) Obscene, excessively profane, disparaging, defamatory, malicious, unlawful or otherwise objectionable material, including pornographic or illicitly pornographic sexual products, adult magazines, video and software, escort Website and/or Network Services, dating Website and/or Network Services, adult "swinger" material, or anything which exploits of minors under 18 years of age; (e) Material advocating or advancing criminal hacking, cracking, or phishing; (f) Material related in any way to illegal drugs or paraphernalia, marijuana and related paraphernalia, prescription drugs, and any product subject to or content in violation of the Controlled Substances Act; (g) Material that in any way targets children 13 years of age or younger: (h) Unlawful software and malicious code. (such as viruses, worms, time bombs, Trojan horses and other harmful or malicious files, scripts, agents or programs), or corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (i) Material that violates, encourages or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights; (j) Debt collections, credit repair and debt relief offerings stock picks or promotions "get rich quick" and other similar offers; (k) Cryptocurrency sales and promotions or material related to "Mining" bitcoins and other cryptocurrencies; and/or (1) Content related to pyramid schemes or network marketing (i.e. MLM) businesses, odds making and betting/gambling Website and/or Network Services, including but not limited online casino games, and sporting events. You also may not use the Website and/or Network Services to, nor allow its users or any third party to use the Service to: (i) Publish, post, upload, distribute, promote, sell, support, facilitate or otherwise make available, or engage in any activity related in any way to, any Prohibited Material; (ii) Generate or facilitate unsolicited commercial email (spam), including without limitation, sending communications or email in violation of the CAN-SPAM Act or any other applicable anti-spam law or regulation, sending unauthorized mail via open, third-party servers, sending email to users who have requested to be removed from a mailing list, marketing to any lists whose recipients did not express explicit consent to receive such marketing material, selling to, exchanging with, sharing with or distributing to a third party personal information, including the email addresses of any person without such person's knowing and continued consent to such disclosure or sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no



preexisting relationship; (iii) Send voice broadcasts to any recipient listed on the National Do Not Call Registry, or a fax to any recipient, without first obtaining express permission from the recipient to receive such communications from you; (iv) Send unsolicited communications that direct individuals to the Website and/or Network Services that reference DenTel; (v) Create a false identity for the purpose of misleading others, impersonate another person, entity or Us (via the use of an email addressor otherwise) or otherwise misrepresent the source of any communication; (vi) Perform significant load or security testing without first obtaining our written consent, or otherwise Interfere with other users' enjoyment of the Website and/or Network Services; (vii) Engage in activity in connection with illegal peer-to-peer file sharing; (viii) Remove any copyright, trademark or other proprietary rights notices contained in or on the Website and/or Network Services or reformat or frame any portion of the web pages that are part of the Website and/or Network Services; (ix) Obtain or attempt to obtain unauthorized access to, or materials or information from, any Website and/or Network Services, accounts, computer systems or networks connected to any of the Website and/or Network Services, including without limitation, through hacking, password mining or any other means; (x) Violate in any manner the applicable guidelines published by the CTIA, the Mobile Marketing Association, the Self-Regulatory Principles as directed by the Digital Advertising Alliance and the Network Advertising Initiative or any other generally accepted industry associations, carrier guidelines or other industry, third party policies or requirements that we may communicate to you; (xi) Generate or facilitate any communications (including without limitation, SMS, MMS, or other text messages, calls, faxes, or push notifications) in violation of the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other applicable law including anti-spam, telemarketing or telephone consumer protection laws or regulations; (xii) Violate any applicable policy, terms of use, or agreement with us, including without limitation, this Agreement, the Membership Registration Agreement, the HIPAA Agreement, and/or the Dental Provider Services Agreement, as each may be updated or amended from time to time; and/or (xiii) Violate any other applicable laws or regulations. All email lists used in conjunction with the Website and/or Network Services provided by us are required to be 100% solicited (opt-in) lists, and you must have sufficient evidence, as determined in our sole discretion, that all individuals in your database have opted in or otherwise explicitly agreed to receive communications from you. Bartering, purchasing or renting lists of names and sending e-mails to those people is strictly prohibited, and marketing lists containing email addresses cannot be shared/duplicated/transferred between our individual applications.

Copyright

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License Grant/Use Of Website

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Monitoring

denTEL has no obligation to monitor this Website or any portion thereof. However, we reserve the right to review any posted content and remove, delete, redact or otherwise modify such content, in our sole discretion, at any time and from time to time, without notice or further obligation to you. denTEL has no obligation to display or post any content. denTEL, subject to the Privacy Policy referenced above, reserves the right to disclose, at any time and from time to time, any information or posted content that it deems necessary or appropriate, including without limitation to satisfy any applicable, laws, regulation, contractual obligation, legal, dispute process, or governmental request. denTEL shall have no liability in connection with any content or content submitted to, transmitted via, or displayed or posted on this Website, regardless of whether provided by denTEL or any other party.

Digital Millennium Copyright Act

denTEL respects the intellectual property rights of others and takes the protection of copyrights and all other intellectual property very seriously, and we ask our users to do the same. denTEL's intellectual property policy is to (a) remove material that appears in its sole discretion to infringe upon the intellectual property rights of others, and (b) remove any content posted by and terminate the access rights of any "repeat infringer" (i.e., any user that has uploaded content to the Website and for whom denTEL has received more than two takedown notices compliant with 17 U.S.C. § 512(c) with respect to such content). denTEL has discretion, however, to terminate the account of nay user after receipt of a single



notification of claimed infringement or upon denTEL's own determination. If you believe a work protected by a U.S. copyright that you own has been posted on this Website without authorization, you may notify our designated agent for notices of claimed infringement by using the contact information provided on our website. Your notification must include substantially the following: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed, (b) identification of the works or materials being infringed or, if multiple works are covered by a single notification, a representative list of the works, (c) identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, (d) information reasonably sufficient to permit us to contact you, (e) a statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. You should consult with your lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

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Indemnification

You agree to indemnify, defend, and hold harmless denTEL, its members, officers, directors, employees, agents, suppliers and third party partners from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from: (a) your use of the Website, including without limitation, any content submitted or transmitted by you via the Website; (b) if applicable, any use of any password chosen by or issued to you; (c) any allegations, damages or claims relating to any of your submissions, postings or communications to denTEL, or for infringement or violation of any third party rights; or (d) any violation by you of: (i) these terms of use; (ii) denTEL's Privacy Policy; (iii) any other terms, guidelines or rules applicable to the Website and/or denTEL's software platform; (iv) any rights of any other person or entity; and/or (e) any applicable laws, rules, or regulations. In no event shall denTEL or its officers, directors, members, employees, agents, licensors or service providers be liable in the aggregate for any damages incurred by you that exceed the greater of (a) one hundred dollars or (b) the amount you have paid denTEL in the 12 months prior to the action giving rise to the liability.

Termination

We reserve the right, without notice or attendant liability, and in our sole discretion, to terminate your license to use the Website, and to block or prevent future access to and use of this Website for any reason or no reason. Upon termination, the terms of this Agreement will still apply.



Governing Law

This Agreement and the relationship between you and denTEL shall be governed by the laws of the State of New York as if you have signed this Agreement in New York. The provisions of this Agreement that conflict with or are inconsistent with applicable governing law will be superseded and/or modified by such applicable law only to the extent such provisions are inconsistent. The parties agree to submit to the federal or state courts in and for New York County, New York for exclusive jurisdiction of any dispute arising out of or related to your use of the Website or your breach of this Agreement.

Software

To the extent applicable, software from this Website is further subject to United States Export Controls. No software from this Website may be downloaded or exported (a) into (or to a national or resident of) any other country to which the United States has embargoed goods; or (b) anyone to the United States Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Deny Orders. If applicable, by downloading or using software on this Website, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or any such list.

Severability

If any term of this Agreement shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

Entire Agreement

This Agreement together with all other policies set forth on the Website as well as those agreements relating to denTEL's Website and/or Network Services and software constitute the entire agreement between the user and denTEL with respect to this Website and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved.

Electronic Signatures And Electronic Records

By submitting your information and agreeing to the terms of this Agreement, you understand and affirm that you are agreeing to be bound by this Agreement and all other agreements and terms and conditions found on the Website by using your electronic signature and that your electronic signature is as legally binding as a physical signature on paper. Furthermore, you are agreeing that you will use an opt-in method during signup to accept electronic records regarding the products located at our vendors' stores and/or offered by our Website, including, but not limited to, this Agreement. You further agree and consent: (a) to receive agreements, applications, and other information that may be provided or otherwise available to you electronically. Included in those agreements, applications, and other information may be disclosures required by federal, state, and local laws and regulations, where allowed by such laws; (b) to be bound by the terms and conditions of the agreements, applications, and other information provided to you by us electronically; (c) to use and receive electronic records and electronic signatures in conducting business with us, including agreeing to the terms of this Agreement; (d) that to electronically receive agreements, applications, and other information, you will need a compatible operating system, web



browser, and email application, and you will need access to a printer or the ability to download information to keep copies of such documents for my records. The operating systems, web browsers, and email applications identified herein are compatible. You furthermore understand that you are indicating that you have the capability to access the agreements, applications, and other information and download or prints copies for your records; (e) for customer service or technical assistance regarding electronic records or electronic signatures, you may contact us by using the contact information provided on the website (f) a digital PDF download can be made available to obtain a copy of the agreements, applications, and other information.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND THAT BY USING THE WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS OF USE. YOU FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO.

The terms and/or policies set in this document are enforceable and applicable when you click or clicked the "I agree" or "I accept" checkbox during the time of signing up showing clear intent and consent.

CONTACT US

Contact Customer Service at https://get.denteldoc.com/contact/ for website experience, product questions and general feedback/questions.

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