



## denTEL.com Dental Provider Subscription Agreement

Notice: Published August 16, 2021. Effective as of August 18, 2021. These terms replace and supersede all prior versions.

This Dental Provider Subscription Agreement (the “Agreement”) is entered into by and between denTEL, LLC, a New York Limited Liability Corporation (“denTEL”) and the subscriber dental provider (each a “Dental Provider”). denTEL is the registrant and owner of the Internet property located at [www.denTELdoc.com](http://www.denTELdoc.com) (the “Website”). This Agreement concerns Dental Provider’s participation in and subscription to denTEL’s Dental Provider Lead Generation Network accessible through the Website (the “Network”).

Please read this Agreement carefully. Dental Provider may not register for a Dental Provider Account or otherwise use the Services if it is unwilling or unable to be bound by the terms and conditions set forth in this Agreement. Dental Provider’s participation in the Network is conditioned on acceptance of the terms and conditions contained in this Agreement. In consideration of the covenants and agreements contained in this Agreement, denTEL and Dental Provider (collectively, the “Parties”) hereby agree as follows:

### **TERMS AND CONDITIONS**

1. General. denTEL shall provide lead generation services to validly registered Dental Providers on a subscription and pay-per-lead (“PPL”) basis (collectively, the “Services”). It is understood that Members registering at denTEL’s Website to participate in 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.
2. Member Leads. Dental Provider agrees to purchase certain data collected from users of the Website. Only those users of the Website who complete denTEL’s online registration form and submit the requisite information and details about their request for information and/or dental services and quotes shall qualify as “Leads” for purposes of this Agreement including, without limitation, information inputted by the user containing the Website user’s: (i) first and last name, (ii) address, (iii) email address, (iv) phone number (each a “Member”). Once that Member specifically inquires about dental services and denTEL can adequately match that inquiry with a specific Dental Provider’s skill set and geographic area, such member shall become a “Lead” for purposes of this Agreement (each a “Lead”). denTEL makes no representations about the quantity, sufficiency or quality of any Lead it provides to Dental Provider.
3. Payment for Dental Provider Services. The Patient will pay each local Dental Provider directly for the dental services provided by Dental Provider in accordance with the Patient Services Agreement entered into by and between Patient and Dental Provider. denTEL will not owe or pay any fees, costs, expenses to the Dental Provider for any services provided by the Dental Provider under this Agreement to Patient. Any payment for the provision of dental services is handled directly between the Patient and Dental Provider.
4. Authorized Use and Purpose of Leads. Leads and related marketing services are provided to Dental Provider on a non-exclusive basis for dentistry services. Dental Provider is authorized to use the Leads and denTEL’s Services solely for marketing purposes of proposing only Dental Provider’s own dental services. Dental Provider may not use the Leads for purposes of marketing or offering products and services other than those that the Patient has specifically inquired about, or of third Parties Leads are confidential information of denTEL. DENTAL PROVIDER AGREES NOT TO SHARE LEADS WITH OTHERS, LICENSE, RESELL, DISTRIBUTE OR OTHERWISE DISCLOSE ANY OR ALL OF THE LEADS OR SERVICES OR THE

INFORMATION CONTAINED IN THEM, ALONE OR AS PART OF A LIST OR ANY OTHER DATA OR LEAD AGGREGATION, TO ANY THIRD PARTY FOR ANY PURPOSE, EXCEPT ONLY TO AN ENTITY ENGAGED BY DENTAL PROVIDER AS A CONTRACTOR FOR THE SOLE PURPOSE OF ASSISTING DENTAL PROVIDER IN CONNECTION WITH THE AUTHORIZED USE OF THE LEADS BY DENTAL PROVIDER.

5. Dental Provider Account Management. Dental Provider may appoint one or more Administrators to manage its Account. The list of Administrators profiles to be managed by each Administrator will be sent to denTEL in a form and format designated by denTEL. Dental Provider acknowledges that each Administrator who submits or updates Dental Provider's Account Profile shall be required to comply with the terms and conditions set forth in this Agreement. Dental Provider shall be liable for the actions or omissions of each Administrator in violation of this Agreement as if such actions or omissions were the actions or omissions of Dental Provider.
6. Website Monitoring. denTEL reserves the right to view, monitor and record Dental Provider's activity on the Website without notice to or permission from Dental Provider. denTEL may disclose any records, electronic communications, information, materials or other content of any kind at denTEL's sole discretion subject to state and federal privacy laws. However, denTEL is not responsible for screening, policing, editing or monitoring the Website.
7. Lead Conversion. Dental Provider agrees to enter into a separate written engagement with each Lead it converts into a paying patient (each a "Patient" and the agreement a "Patient Agreement"). The scope of services on behalf of each Patient as well as the payment terms shall be set forth in the Patient Agreement. Dental Provider agrees and acknowledges that denTEL is not a party to the Patient Agreement and will not be responsible for any obligations, debts, or liabilities of either party to such agreement. denTEL does not provide any medical or dental services or advice, and the doctor-patient relationship is limited to that of the Dental Provider-Patient pursuant to Patient Agreement.
8. Dental Provider Registration and Participation. Dental Provider shall complete an online Registration Form at the Website (each a "Registration Form") in order to create Dental Provider's Account Profile. The Registration Form shall be used to create Dental Provider's Account (each a "Dental Provider Account"). The Dental Provider Account shall require that denTEL submit to denTEL certain information set forth hereinbelow and shall reaffirm that Dental Provider represents and warrants to denTEL that: (i) it has been validly licensed or authorized by and is in good standing with each applicable governmental agency and regulatory body in each jurisdiction in which it provides dental services where applicable law requires a license, certification, registration or other authorization for the practice of dentistry; (ii) shall maintain a physical dental office and be regularly engaged in the practice of dentistry or orthodontics in each jurisdiction in which Dental Provider provides Services to Patients; (iii) maintain adequate insurance for malpractice, general liability, errors and omissions, in an amount no less than that required by applicable law or regulation. Dental Provider shall provide proof of such insurance to denTEL within fifteen (15) days of its reasonable request; (iv) maintain an active license with no public record of discipline during the term of the Subscription Plan; (v) it shall perform all Dental Provider obligations in accordance with the terms and conditions of this Agreement; (vi) it shall provide accurate registration information and update and verify such information registration information regularly, but not less than annually; and (vii) the party signing on behalf of the Dental Provider is authorized by the Dental Provider to sign this Agreement and that, by signing, (a) it shall not breach any obligations to any government or regulatory body or a third party agreement, and (b) if the Dental Provider is a dental practice consisting of more than one dentist or orthodontist, all participating dentists and/or orthodontists and staff of the Dental Provider (each, an "Administrator") practice shall be subject to the terms of this Agreement. The representations and warranties set forth herein are material clauses in this Agreement. denTEL reserves the right to accept or deny Dental Provider's application to the Network for any reason, including any responses made in the Disciplinary History section in

Website's registration process. Upon submitting its Registration Information to denTEL, Dental Provider shall reaffirm that it agrees and acknowledges that: (a) it will not use the Services to view, access or otherwise use, directly or indirectly, price, availability, or other Website content for any purpose other than its own commercial use on behalf of its Patients or prospective patients; (b) it will not use the Services to establish, attempt to establish, or enforce, directly or indirectly, any agreement or coordination of the prices charged for any product or service; the kinds, frequencies or amounts of any product or service offered; or the customer or customer categories for any product or service, or otherwise engage or attempt to engage in price fixing, output restriction, or customer or market allocation; and (c) it will not use the Services, directly or indirectly, to engage in any anti-competitive, deceptive or unfair practices (including but not limited to booking fraudulent dentistry appointments), or otherwise violate applicable antitrust, competition or consumer protection laws, or regulations ("Dental Provider's Account Profile").

9. Dental Provider Responsibilities. Dental Provider shall notify denTEL within five (5) days of any of the following changes to Dental Provider's Account Profile, including its Registration Information relating to the following: (i) the Dental Provider's ability to practice dentistry, including any actual or impending circumstances that may affect his or her status as a dentist; (ii) any disciplinary action taken against Dental Provider or change in status of licensing or authorization to practice dentistry; and/or (iii) any information set forth in the Registration Form, including any change of address, telephone number or email address, any changes to rates. Dental Provider shall be deemed to have automatically withdrawn from the Network upon: (a) public disciplinary action by a state licensing authority for any reason; or (b) Dental Provider no longer regularly engaging in the practice of dentistry. Dental Provider's participation in the Network is conditioned on use of the Network and/or Website technology such as acceptance of emails regarding Members seeking services, use of scheduling software, and other such technologies implemented for use in the Services provided by denTEL.
10. Dental Provider Services. Dental Provider agrees to perform dental services pursuant to the Patient Agreement and in a manner consistent with high industry standards and in accordance with each applicable Patient Agreement. Dental Provider shall respond to all new Lead requests within two (2) business days of the initial request by either the applicable Lead or denTEL. Dental Provider shall not directly or indirectly solicit or encourage Members or Dental Providers to cancel its denTEL Membership or Subscription Plan, including by offering similar discounted rates as provided as part of denTEL's services to its Members. Dental Provider shall not solicit or contact Leads and/or Members for any purpose outside the scope of Dental Provider's Patient Agreement. In all cases, Dental Provider's ethical obligations shall prevail and Dental Provider is free to exercise its own professional judgment.
11. denTEL Obligations. The Services provided by denTEL shall not be deemed Dental Provider referral services. All Members connected with local Dental Providers are done so at the request of Dental Providers and Members. denTEL's procedures for informing Members of the availability of Dental Providers to provide dental services will not conflict with Dental Provider's ethical obligations of professional responsibility. Dental Provider is free to serve persons other than Member Leads and to otherwise conduct its dental practice without interference or control from denTEL. denTEL will not share in any fees collected by Dental Provider in accordance with the Patient Agreement. Further, denTEL shall not participate in or interfere with the Dental Provider-Patient relationship. denTEL understands that the Dental Provider-Patient relationship is privileged. denTEL does not have, either expressly or implied, any control over the performance of any Dental Provider-Patient relationship and shall not interfere with the professional independent judgment of a Dental Provider. If there is a dispute between Members on the Website, Patients or other users of denTEL's Services, or between Member's, Patients and any third party, Dental Provider agrees that denTEL is under no obligation to become involved. In the event that Dental Provider has a dispute with one or more other Members or Dental Providers, Dental Provider hereby releases denTEL, its directors, officers, shareholders, members,

employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or the Services.

12. Telemedicine Services. Dental Provider may be able to utilize certain telemedicine services through the Network. denTEL is not a healthcare provider, insurance provider, or a prescription fulfillment warehouse. To the extent telemedicine video service is provided via the Website, denTEL's role is limited to making certain telehealth-related information available for Dental Provider's usage to its Patients. denTEL is not responsible for Dental Providers' acts or omissions, or for any content of Dental Providers' communications with its Patients. denTEL is independent of each Dental Provider, and does not employ or otherwise exercise any control over the services provided by any Dental Provider, regardless of whether they utilize the Website, the Network or any video service on the Website.
13. Disclaimers. THE WEBSITE AND THE RELATED DENTEL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WEBSITE AND THE SERVICES MIGHT CONTAIN TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DENTEL DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO: (A) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THE WEBSITE AND THE RELATED PRODUCTS AND SERVICES; AND (B) ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DENTEL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, THAT THE WEBSITE OR THE RELATED PRODUCTS AND SERVICES WILL ASSIST DENTAL PROVIDER IN ITS PRACTICE OR FOR ANY OTHER PURPOSE. DENTEL DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR THE RELATED SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. DENTAL PROVIDER EXPRESSLY AGREES THAT ITS USE OF THE WEBSITE AND THE SERVICES IS ENTIRELY AT DENTAL PROVIDER'S OWN RISK. FURTHER, DENTEL EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS DENTAL PROVIDER MAY MAKE WITH PATIENTS, CONSUMERS OR WEBSITE MEMBERS, AND DENTAL PROVIDER WILL LOOK SOLELY TO SUCH PERSONS AND/OR ENTITIES WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF SUCH AGREEMENTS. THE LEADS, MARKETING SERVICES AND THIS WEBSITE ARE PROVIDED "AS IS", "WHERE IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY WARRANTIES TO THE OTHER, AND ALL IMPLIED, STATUTORY OR OTHER WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH THE LAWS, NON-INFRINGEMENT, TITLE, OR BASED ON COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE INFORMATION PROVIDED BY THE CONSUMER IS ACCURATE OR COMPLETE, OR THE RESULTS TO BE ACHIEVED FROM THE LEADS, INCLUDING ANY SPECIFIC CUSTOMER CONVERSION RATES. DENTAL PROVIDER UNDERSTANDS AND ACCEPTS THAT LEADS AND CONTACT INFORMATION COLLECTED HAVE NOT BEEN SCREENED OR VALIDATED BY DENTEL AND ARE NOT GUARANTEED TO BE ACCURATE OR ERROR-FREE AND ALL RISKS OF CONDITION, USE, QUALITY, DESIGN, OR FITNESS ARE DENTAL PROVIDERS.
14. Warranties. With respect to each purchase or receipt of Leads or Services, Dental Provider agrees

and warrants that: (i) the use of the Leads and Services and any calls and other interactions with and information provided to Patients resulting from the Leads will comply with all applicable federal, state and local laws, statutes, rules and regulations, including without limitation, the Communications Act of 1934, as amended, the Telephone Consumer Protection Act (“TCPA”) and implementing regulations issued by Federal Communications Commission, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Federal Trade Commission’s Telemarketing Sales Rule, the Controlling the Assault of Non-Solicited Pornography and Marketing Act, and other federal and state laws and regulations governing the marketing, promotion, and/or sales of goods or services, including general consumer protection laws and regulations, or other consumer protection laws that prohibit unfair, deceptive, or misleading acts or practices; (ii) without limiting the generality of subsection (a) above, Dental Provider will not make any calls to any individual listed on any federal or state national Do-Not-Call (DNC) registry unless an exemption applies; (iii) Dental Provider will not use any Lead information for purposes of determining a person’s eligibility for insurance, credit, employment or otherwise in any manner that violates the Fair Credit Reporting Act; (iv) Dental Provider has obtained any and all required licenses, permits, and other authorizations required by any law, regulation, or government or regulatory authority to conduct Dental Provider’s business as presently conducted, including offering and selling the products and services that are the subject of the Lead; (v) Dental Provider has disclosed the existence of any federal or state decrees, orders, or consent agreements, and any pending formal or informal government investigations, and Dental Provider further represents and warrants that if Dental Provider becomes involved or named in any action, investigation, complaint or other proceeding by or before any governmental or regulatory authority, or any private party, Dental Provider will immediately provide notice to denTEL of such action, investigation, complaint or other proceeding; and (vi) Dental Provider will ensure that Dental Provider’s Administrators, employees, contractors and agents comply with the foregoing.

15. Indemnification. Dental Provider agrees to indemnify, defend and hold harmless denTEL and its members, directors, officers and affiliates, successors and assigns from and against any liabilities, damages, costs and expenses (including reasonable attorney’s fees) resulting from a third party claim or investigation relating to or arising from: (i) Dental Provider, Dental Provider’s affiliates’, or Dental Provider’s or its employees’, contractors’ or agents’ activities with respect to the Leads or the possession, disclosure or use thereof, including without limitation, any consumer contact or information in connection therewith, or any breach of the warranties you made above, including Dental Provider’s warrant of compliance with TCPA, or the restrictions on use of the Leads; (ii) Dental Provider’s services provided to its Patients or any breach of the Patients Agreement. This obligation remains in effect for a period of six (6) years from the date of each Lead purchased or received by Dental Provider, and remains in effect thereafter for all claims made or investigations initiated during that period.
16. Consent To Call. denTEL has made a reasonable effort, based on currently understood legal requirements, to obtain the Website Member’s online prior express written consent to be contacted by automatic telephone dialing systems on their mobile phones pursuant to the TCPA, and have provided to Dental Provider a copy of the consent language and mechanism denTEL uses. Dental Provider should determine whether the consents denTEL has obtained are legally sufficient and comply with Dental Provider’s internal marketing policies. denTEL makes no representations or warranties regarding such consent, including but not limited that such consent complies with the TCPA requirements or other applicable law, or that the Leads can all be called.
17. Headings/Gender. The headings of this Agreement are inserted for convenience of reference only and shall not affect the meanings or interpretation of this Agreement. Wherever there is a reference to singular and said reference shall include the plural; and vice versa.
18. Drafting errors. The Parties agree and waive any claim or defense based upon an error in drafting of this Agreement and agree that such an error will not be construed to the detriment of the

drafting party.

19. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. Signatures on this Agreement communicated by facsimile or other similar electronic transmission or a digital signature provided through DocuSign (or some other similar service) shall be considered an original signature and the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper- based record keeping system to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
20. Dispute Resolution. This Agreement is governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. To the fullest extent permitted under applicable laws, the Parties agree to waive a trial by jury and to resolve any and all disputes, claims, controversies, actions or proceedings between the Parties hereto or their affiliates, arising out of or related to (i) this Agreement; any of its provisions; any transactions or agreements set forth herein or contemplated hereby; (ii) the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement, (iii) claims arising out of or relating to any aspect of the relationship between the Parties, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, (iv) claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising), (v) claims that are currently the subject of purported class action litigation in which the Dental Provider is not a member of a certified class; and (vi) claims that may arise after the termination or cancellation of this Agreement or of a Subscription Plan. Initially, the Parties shall seek to resolve any dispute arising out of this Agreement through good faith mediation in Nassau County, New York that shall be administered by JAMS according to the rules and procedures set forth by JAMS at the time. Each Party shall be responsible for its own costs and expenses related to any such mediation. Mediation fees shall be equally shared by the Parties. If no agreement can be reached regarding a dispute through mediation within thirty (30) days after notification in writing by either Party to the other concerning such dispute, either Party may demand that the dispute shall be settled by arbitration in Nassau County, New York before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the “Rules”). The Parties shall be entitled to discovery, as set forth in the Rules and determined by the arbitrator. The arbitrator shall be neutral and empowered to hear and resolve any or all issues in the proceeding, whether fact or law, and shall report a written statement of decision thereon. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party. The prevailing party shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the final judgment of the arbitration. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS. ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Notwithstanding the above, in addition to any other rights to which it may be entitled, either Party may seek preliminary or final injunctive or equitable relief from any court having jurisdiction in the event the non-breaching party would suffer irreparable harm by the continued breach of the breaching party, in each case, without the necessity of proof of actual damages. This Agreement shall not prohibit, nor shall it serve as a bar to, the commencement and prosecution of litigation regarding any dispute otherwise required to be arbitrated under this Agreement if any potential award of injunctive relief by an arbitrator hereunder would not be enforceable as a matter of law in any specific foreign jurisdiction in which the injunctive relief would be sought.
21. Notices. All notices shall be sent to the address provided in the contact methods section on the

website.

22. Miscellaneous. Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other party's prior approval. Notwithstanding the foregoing, either party may assign this Agreement, upon notice to the other party, to a related or unrelated person or entity in connection with a sale, consolidation or other reorganization of its business, in whole or in part. Unless otherwise expressly permitted pursuant to the terms of this Agreement, no modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and signed by duly authorized representatives of the Parties. This Agreement constitutes the complete and exclusive statement of the terms, conditions and representations of the agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or simultaneous, written or oral negotiations, correspondence, understandings and agreements between the Parties with respect to the subject matter hereof. If any provision of this Agreement is held to be unenforceable, this holding will not affect the validity of the other provisions of this Agreement. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control.

The terms and/or policies set forth 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.