



denTEL.com HIPAA Agreement

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

THIS IS A LEGALLY BINDING AGREEMENT between denTEL, LLC, a New York Limited Liability Corporation (“denTEL” or “Company”), each Member (“Member”) and all Dental Providers using denTEL’s Dental Provider Network and website located at www.denTELdoc.com (the “Website”) (the “Network Services”) through which certain health records for Member Patients may be transmitted (the “Network”) (the “Agreement”). For purposes of this Agreement, all Dental Providers (including Authorized Employees as defined herein) and Members are hereinafter collectively referred to as the “Parties.”

BY REGISTERING AS A MEMBER OR DENTAL PROVIDER OR THROUGH THE CONTINUED USE OF THE NETWORK, THE PARTIES ARE UNDERTAKING LEGAL OBLIGATIONS AND CONFERRING LEGAL RIGHTS. Please read this Agreement carefully, and do not “**Register**” or continue use of the Network Services unless you agree fully with its terms.

1. Definitions. For purposes of this Agreement, the terms set forth in this section have the meanings assigned to them below. Terms not defined below (whether or not capitalized) have the definitions given them in HIPAA, unless the context requires otherwise:

“**Authorized Employees**” means those individuals of Dental Provider’s staff who are authorized by Dental Provider to have access to the Network Services on behalf of Dental Provider, and to whom denTEL has assigned a unique identifier for access to the Network.

“**Confidential Information**” means any information concerning denTEL’s business, financial affairs, current or future products or technology, trade secrets, Authorized Employees, customers, or any other information that is treated or designated by denTEL as confidential or proprietary or would reasonably be viewed as confidential or as having value to denTEL competitors. Confidential Information shall not include information that denTEL make publicly available or that becomes known to the general public other than as a result of a breach of an obligation by the Parties. Confidential Information does not include individuals’ Health Information.

“**De-Identified Health Information**” means Health Information that has been de-identified in accordance with the provisions of the Privacy Rule, and “De-Identify,” with respect to Health Information, means make it into De-Identified Health Information.

“**De-Identified Information**” means De-Identified Health Information and De-Identified Personal Information.

“**De-Identified Personal Information**” means personal information from which a user’s name and other unique identifiers have been removed, and from which the user cannot reasonably be identified; and “De-Identify,” with respect to Personal Information, means to make it into De-Identified Personal Information.

“**HIPAA**” means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule.



“**Health Information**” means Protected Health Information that the Parties or your Authorized Employees enter into the Network.

“**Personal Information**” means information that identifies the Parties personally as a Member of the Network, and all information concerning the Parties and the Parties’ use of the Network that is not Protected Health Information.

“**denTEL Terms and Conditions**” means denTEL rules, regulations, privacy policies and privacy statements, denTEL Terms and Conditions for access to and use of the Website, the Dental Provider Services Agreement, the Member Registration Agreement, each as amended from time to time.

“**Privacy Rule**” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

“**Protected Health Information**” has the meaning given it in the Privacy Rule and includes all individually identifiable Health Information concerning your Member Patients that the Parties provide to the Network.

“**Security Rule**” means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

“**Member**” a user who creates a denTEL Member Account or uses the Network Services on behalf of an individual or entity other than himself or herself but represents that he or she is authorized by such individual or entity to accept the Member Registration Agreement on such individual’s or entity’s behalf and bind them to it.

“**Member ID**” means a unique identification assigned to an individual Member.

1. Permitted Uses of Health Information. Subject to the terms of this Agreement and the denTEL Terms and Conditions, the Parties agree to access the Network and to use the Network Services for referral management, collaboration and communication among Dental Providers and Member Patients, provided that (a) the Parties access only Health Information pertaining to individuals with whom the Parties have a treatment relationship or for whom a Dental Provider who has a treatment relationship with a Member who has requested a professional consultation from the Member, or from whom the Parties have received authorization to use the Member’s Health Information; and (b) the Parties use only the minimum necessary Health Information for payment purposes.
2. Prohibited Uses of Health Information. The Parties agree that they will not access the Network or use the Network Services for any other purposes. In particular: (a) the Parties will not reproduce, publish, or distribute content in connection with the Network that infringes any third party’s trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right; (b) the Parties will comply with all applicable laws, including laws relating to maintenance of privacy, security, and confidentiality of Member Patient and other Health Information and the prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material; (c) the Parties will not: (i) abuse or misuse the Network Services, including gaining or attempting to gain unauthorized access to the Network, or altering or destroying information in the Network except in accordance with accepted practices; (ii) using the Network in a manner that interferes with other Parties’ use of the Network; or (iii) using the Network Services in any manner that violates the denTEL [Terms and Conditions](#); or (iv) use any ad blocking mechanism, device, or tool to prevent the placement of advertisements in the Network.

3. Clinical Support Information. Dental Providers using the Network may provide Health Information to assist Member Patients in clinical decision-making. This may include Health Information and reminders concerning drug interactions, allergies, dosages, as well as general dental-care related Health Information and resources. The Network may also have forums for Dental Providers using the Network to exchange Health Information. denTEL is not responsible for the accuracy or completeness of Health Information available from or through the denTEL Website. The Parties agree to indemnify and hold denTEL harmless from the use by the Parties of any Health Information provided through the Network and/or Website. Such Health Information is provided by users of the Network or in public forums and is not Health Information generated by denTEL, but merely conveyed by denTEL and/or the Network. In addition, the Parties assume full risk and responsibility for the use of Health Information or any information the Parties obtain from or through the Website and/or the Network, and the Parties agree that denTEL is not responsible or liable for any claim, loss, or liability arising from the use of such Health Information or other information. denTEL does not recommend or endorse any Dental Provider or dental-related products, items or services, and the appearance of materials on the Website or via the Network relating to any such products, items or services is not an endorsement or recommendation of them. The Parties agree to review the definitions, functionality, and limitations of the Network, and to make an independent determination of their suitability for your use. denTEL and its suppliers and licensors disclaim all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of any Health Information provided by the Website and/or the Network for any purpose.
4. Safeguards. The Parties will implement and maintain appropriate administrative, physical and technical safeguards to protect Health Information within the Network from access, use or alteration or using a User ID assigned to the Parties or a member of Dental Provider's Authorized Employees. Such safeguards shall comply with federal, state, and local requirements, including the Privacy Rule and the Security Rule, whether or not the Parties are otherwise subject to HIPAA. The Parties will maintain appropriate security with regard to all personnel, Networks, and administrative processes used by the Parties or members of your Authorized Employees to transmit, store and process electronic Health Information through the use of the Network. The Parties will immediately notify denTEL of any breach or suspected breach of the security of the Network of which the Parties become aware, or any unauthorized use or disclosure of Health Information within or obtained from the Network, and the Parties will take such action to mitigate the breach or suspected breach as denTEL may direct, and will cooperate with denTEL in investigating and mitigating the breach.
5. Location of Access. Dental Providers and their Authorized Employees are authorized to access the Network solely from access points from which they have received approval from denTEL to access the Network.
6. Compliance. The Parties will comply with the terms of this Agreement, denTEL [Terms and Conditions](#), and all applicable laws and regulations. The Parties will be solely responsible for their own use of the Network and shall indemnify denTEL and hold denTEL harmless from any claim, cost or liability arising from such use, including reasonable attorneys' fees.
7. User Identification. denTEL authorizes Dental Provider, its Authorized Employees and Member to use the User IDs assigned to them by denTEL. The Parties acquire no ownership rights in any User ID, and User IDs may be revoked or changed at any time in denTEL sole discretion. The Parties will adopt and maintain reasonable and appropriate security precautions for User IDs to prevent their disclosure to or use by unauthorized persons. Each Authorized Employee shall have and use a unique identifier. The Parties will use their best efforts to ensure that no User ID is assigned to another person.
8. No Third-Party Access. Except as required by law, the Parties will not permit any third party (other than Dental Provider's Authorized Employees) to have access to the Network or to use the Network Services without denTEL's prior written agreement. The Parties will promptly notify

denTEL of any order or demand for compulsory disclosure of Health Information if the disclosure requires access to or use of the Network. The Parties will cooperate fully with denTEL in connection with any such demand.

9. Authorized Employees. Dental Providers may permit their Authorized Employees to use the Network and the Network Services on their behalf, subject to the terms of this Agreement. Dental Provider will: (a) obtain a unique User ID from denTEL for each Authorized Employee; (b) train all Authorized Employees in the requirements of this Agreement and the denTEL [Terms and Conditions](#) relating to their access to and use of the Network and the Network Services, and ensure that they comply with such requirements; (c) take appropriate disciplinary action against any Authorized Employee who violates the terms of this Agreement or the denTEL Terms and Conditions; (d) ensure that only the Dental Provider and its Authorized Employees access the Network from a preapproved access location; and/or (e) immediately notify denTEL of the termination of employment of any Authorized Employee, or of Dental Provider's withdrawal of authorization for any such person to access the Network.
10. Member Patient Portal. The Parties may make Health Information available to Member Patients through denTEL Patient portal. The Parties are solely responsible for the Health Information that the Parties make available through the Patient portal, for granting access rights to your Member Patients, and for revoking access rights. The Parties agree that they will not use the Network to make available the Health Information of any person under the age of 18 years.
11. Forums. denTEL may offer forums for the exchange of Health Information among denTEL users. The Parties agree to assume all responsibility for your use of such forums. In particular, the Parties understand that denTEL does not assure the accuracy, reliability, confidentiality or security of Health Information made available through the use of such forums. The Parties acknowledge that any Health Information the Parties post in a forum or discussion group is available to the Dental Providers invited to the forum.
12. Compliance with Law. Subject to the provisions of Section 16, the Parties are solely responsible for ensuring that their use of the Network and the Network Services (including making Health Information available through the Network) complies with applicable law. The Parties will not undertake or permit any unlawful use of the Network or take any action that would render the operation or use of the Network by denTEL or any other Member or Dental Provider unlawful. denTEL offers no assurance that the Parties' use of the Network and the Network Services under the terms of this Agreement will not violate any law or regulation applicable to the Parties.
13. Professional Responsibility. Dental Provider is solely responsible for the professional and technical services it provides. denTEL makes no representations concerning the completeness, accuracy or utility of any Health Information in the Network, or concerning the qualifications or competence of individuals who placed it there. denTEL has no liability for the consequences to the Parties of their use of the Network or the Network Services.
14. Cooperation. The Parties will cooperate with denTEL in the administration of the Network, including providing reasonable assistance in evaluating the Network and collecting and reporting data requested by denTEL for purposes of administering the Network.
15. Indemnification. The Parties agree to indemnify, defend, and hold harmless denTEL and its affiliates, officers, directors, and agents, from and against any claim, cost or liability, including reasonable attorneys' fees, arising out of: (a) the negligent use of the Network by the Parties; (b) any breach by the Parties of any representations, warranties or agreements contained in this Agreement; (c) the negligent actions of any person gaining access to the Network under a User ID assigned to the Parties; (d) the actions of anyone using a User ID, password or other unique identifier assigned to the Parties that adversely affects the Network or any Health Information accessed through the Network; and/or (e) the Parties' negligent or willful misconduct.
16. Purpose of the Network. The purpose of the Network is to: (a) facilitate referrals to and from Dental Providers to assist Member Patients in getting proper and timely care from Dental

Providers to whom and from whom they are referred; and (b) to facilitate the sharing of Health Information among the Parties to further that purpose through the Network.

17. Use of Health Information. The Parties authorize denTEL, as their business associate, to use and disclose the Health Information as follows, subject to the recipient's agreement to comply with this Agreement, the denTEL [Terms and Conditions](#) and with applicable laws and regulations relating to the use and disclosure of Health Information, and subject also to the provisions of Section 12 of this Agreement: (a) denTEL may permit access to Health Information to the Parties and Authorized Employees; (b) denTEL may permit access to Health Information to Member Patients to whom the Parties have agreed to grant access through the Network; (c) DenTel may permit access to Health Information by Dental Providers and Authorized Employees; (d) denTEL will obtain Member Patient's consent before denTEL makes Health Information available to other Dental Providers. The Parties acknowledge that once a Member Patient has granted access rights to a Dental Provider, denTEL has no control over the uses and disclosures that the Dental Provider makes of Health Information; (e) denTEL may disclose or permit access to Health Information to dental plans, health care clearinghouses, dental groups, independent practice associations and other parties responsible for payment and their business associates for the purpose of obtaining payment for services the Parties provide, unless the Parties advise denTEL in writing that the Dental Provider has paid out of pocket in full for the service to which the Health Information relates, and has requested that it not be disclosed to his or her dental plan; (f) denTEL may De-Identify Health Information and Personal Information and use and disclose De-Identified Information; (g) denTEL may create limited data sets from Health Information and disclose them for any purpose for which the Parties may disclose a limited data set; and the Parties hereby authorize denTEL to enter into data use agreements on their behalf for the use of limited data sets, in accordance with applicable law and regulation; (h) denTEL may aggregate Health Information with that of other users and share aggregated Health Information; (i) denTEL may use Health Information for the proper management and administration of the Network and denTEL business, and to carry out denTEL legal responsibilities; (j) denTEL may also disclose Health Information for such purposes if the disclosure is required by law, or denTEL obtains reasonable assurances from the recipient that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and the recipient notifies denTEL of any instances of which it is aware in which the confidentiality of the Health Information has been breached. Without limiting the foregoing, denTEL may permit access to the Network by denTEL contracted Network developers under appropriate confidentiality agreements; and/or (k) denTEL may use or disclose Health Information for other purposes, as from time to time described in denTEL's Terms and Conditions; provided that denTEL will not make or permit any such use or disclosure that would violate applicable law or regulation if made by the Parties.
18. Responsibility for Misuse by Others. The Parties acknowledge that in granting access to the Network for the purposes set forth in Section 17, denTEL will rely on the assurances of the recipients of the Health Information as to (a) their identity and credentials, (b) the purposes for which they are accessing the Network, and/or (c) the nature and extent of the Health Information to which they will have access. The Parties acknowledge that, while the Network will contain certain technical safeguards against misuse of the Network, it will rely to a substantial extent on the representations and undertakings of the Parties. The Parties agree that denTEL will not be responsible for any unlawful access to or use of Health Information by any Party resulting from a Parties' misrepresentation to denTEL, or breach of the denTEL Terms and Conditions.
19. Specially Protected Information. denTEL applies the standards of the Privacy Rule in permitting access to the Network. The Parties acknowledge that other federal and state laws impose additional restrictions on the use and disclosure of certain types of Health Information, or Health Information pertaining to certain classes of individuals. The Parties agree that the Parties are solely responsible for ensuring that Health Information may properly be disclosed for the

purposes set forth herein, subject only to the restrictions of the Privacy Rule. In particular, the Parties will: (a) not make available through the Network any Health Information subject to any restriction on use or disclosure (whether arising from their applicable agreements with the individual or under law), other than the general restrictions contained in the Privacy Rule; (b) obtain any necessary consents, authorizations or releases from individuals required for making their Health Information available through the Network for the purpose set forth herein; (c) include such statements (if any) in their notice of privacy practices as may be required in connection with their use of the Network; (d) not place in the Network any information that the Parties know or have reason to believe is false or materially inaccurate.

20. Providing Data to Payers. The Parties agree that denTEL may provide De-Identified Health Information and other information (including Member Personal Information and Confidential Information concerning Dental Provider's practice to any dental or medical group, independent practice association of dentists, physicians, health plan or other organization with which the Parties have a contract to provide dental services, or to whose members or enrollees the Parties provide dental services. Such information may identify the Parties but will not identify any individual Member to whom the Dental Provider provide services. Such information may include (without limitation) aggregate data concerning Member Patients, dental diagnoses, dental procedures, and the like.
21. Product and Service Notifications. denTEL may place advertisements concerning the products and services of third parties on the Network, so that the Parties see them when the Parties use the Network. denTEL may receive remuneration from the suppliers of these products and services for placing their advertisements. denTEL may use computerized processes to tailor the advertisements to the Parties or to the Parties' use of the Network. However, except as expressly permitted by this Agreement or by the denTEL Terms and Conditions, unless denTEL obtains Member Patient's consent, denTEL will not disclose to any third party any Health Information that identifies the Parties to enable the third party to market products or services to the Parties directly.
22. De-Identified Information. In consideration of denTEL's provision of the Network Services, the Parties hereby transfer and assign to denTEL all right, title and interest in and to all De-Identified Information that denTEL makes from Health Information or Member Personal Information. The Parties agree that denTEL may use, disclose, market, license and sell De-Identified Information for any purpose without restriction, and that the Parties have no interest in such information, or in the proceeds of any sale, license, or other commercialization thereof. The Parties acknowledge that the rights conferred by this Section are the principal consideration for the provision of the Network Services, without which denTEL would not enter into this Agreement.
23. Other Works and Information. The Parties agree that any information, material or work product the Parties provide to denTEL, other than Health Information and Personal Information which has not been De-Identified, is denTEL's exclusive property, and by submitting such content or material the Parties assign to denTEL all intellectual property rights in such content or material. The Parties agree that denTEL may use, disclose, market, license and sell such information and works, including derivative products, without restriction. This includes, for example, custom templates that the Parties create using the Network, and information (other than protected Health Information or Personal Information which has not been De-Identified) that the Parties contribute to forums, discussion groups and the like. The Parties may provide content or material to this site by participating in forums, discussion groups and the like, or by using the Website to create custom templates and the like. Furthermore, the Parties agree that denTEL may use, disclose, market, license and sell such material or content, and that the Parties have no interest in the information, or in the proceeds of any sale, license, or other commercialization thereof. The Parties warrant and agree that any material the Parties provide will not infringe on the intellectual property or other rights of others, and will not be otherwise unlawful, infringing, threatening, libelous, defamatory, obscene, pornographic, or in violation of any law.

24. Individuals' Rights. The Parties shall be solely responsible for affording individuals their rights with respect to Health Information, such as the rights of access and amendment. The Parties will not undertake to afford an individual any rights with respect to any information in the Network other than Health Information.
25. DISCLAIMER. THE PARTIES ACKNOWLEDGE THAT ACCESS TO THE NETWORK WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATIONS LINES, AND INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, "CARRIER LINES") OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND INTERNET SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND DENTEL'S CONTROL. DENTEL ASSUMES NO LIABILITY FOR OR RELATING TO THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION WHILE IT IS TRANSMITTED ON THE CARRIER LINES, OR ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT THE PARTIES' RISK AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS.
26. NO WARRANTIES. ACCESS TO THE NETWORK AND THE INFORMATION CONTAINED ON THE NETWORK IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE PARTIES ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE NETWORK OR THE INFORMATION IN THE NETWORK, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL DENTEL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF DENTEL HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. DENTEL DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE NETWORK.
27. UNAUTHORIZED ACCESS; LOST OR CORRUPT DATA. DENTEL IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO THE PARTIES DATA, FACILITIES OR EQUIPMENT BY INDIVIDUALS OR ENTITIES USING THE NETWORK OR FOR UNAUTHORIZED ACCESS TO, ALTERATION, THEFT, CORRUPTION, LOSS OR DESTRUCTION OF THE PARTIES' DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE NETWORK, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS. THE PARTIES ARE SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL OUTPUT AND REPORTS, AND FOR PROTECTING THEIR DATA AND PROGRAMS FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES. THE PARTIES HEREBY WAIVE ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM OPERATOR ERROR, EQUIPMENT OR NETWORK MALFUNCTION, SECURITY VIOLATIONS, OR THE USE OF THIRD-PARTY SOFTWARE. DENTEL IS NOT

RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH DENTEL PROVISION OF THE NETWORK SERVICES.

28. Judicial or Administrative Procedures; Credentialing. denTEL may terminate this Agreement immediately upon notice to the Parties: (a) if the Parties are named as a defendant in a criminal proceeding for a violation of federal or state law; (b) if a finding or stipulation is made or entered into that the Parties have violated any standard or requirement of federal or state law relating to the privacy or security of Health Information is made in any administrative or civil proceeding; (c) the Parties are excluded from participation in a federal or state dental or health care program; or (d) the Parties cease to be qualified to provide services as a dental provider, or denTEL is unable to verify Dental Provider's qualifications as such.
29. Suspension of Access. denTEL may suspend access to the Network or the Network Services by the Parties immediately pending a cure of any breach of this Agreement, or in the event denTEL determines in denTEL's sole discretion that access to or use of the Network by the Parties may jeopardize the Network or the confidentiality, privacy, security, integrity or availability of Health Information within the Network, or that the Parties or a Party has violated or may violate this Agreement or denTEL's Terms and Conditions, or has jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the Network with any User ID assigned to the Parties. denTEL's election to suspend the Network Services shall not waive or affect denTEL rights to terminate this Agreement as permitted under this Agreement.
30. The interpretation of this Agreement and the resolution of any disputes arising under this Agreement shall be governed by the laws of the State of New York. If any action or other proceeding is brought on or in connection with this Agreement, the venue of such action shall be exclusively in the County of Nassau, State of New York.
31. Arbitration. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS NOTICE OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, OR TO YOUR USE OF THE WEBSITE, THE NETWORK, THE NETWORK SERVICES OR INFORMATION TO WHICH THEY GIVE ACCESS, SHALL BE DETERMINED BY ARBITRATION IN NASSAU COUNTY, NEW YORK, BEFORE A SINGLE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.
32. Non-Assignability. This Agreement may not be assigned or transferred by the Parties without denTEL's prior written consent.
33. Supervening Circumstances. No Party to this Agreement shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control.
34. Severability. Any provision of this Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect.
35. Notices. Any and all notices required or permitted under this Agreement shall be sent by United States mail to the address provided below or to such other and different addresses as the Parties may designate in writing. If the Parties supply denTEL with an electronic mail address, denTEL may give notice by email message addressed to such address; provided that if denTEL receives

notice that the email message was not delivered, denTEL will give the notice by United States mail.

36. Waiver. No term of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
37. Complete Understanding. This Agreement contains the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Agreement other than those contained or referenced in this Agreement. All modifications or amendments to this Agreement shall be in writing and signed by all Parties.
38. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person or entity other than the Parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.
39. Advice of Counsel. Each Party acknowledges: (a) having fully read this Agreement in its entirety; (b) having had full opportunity to study and review this Agreement; (c) having been advised that counsel for denTEL has acted solely on denTEL's behalf in connection with the negotiation, preparation, and execution of this Agreement; (d) having been advised that all Parties have the right to consult and should consult independent counsel respecting their rights and duties under this Agreement; and (e) having had access to all such Health Information as has been requested.
40. Authority. The individuals entering into this Agreement represent and warrant that they are competent and capable of entering into a binding contract and that they are authorized to enter into this Agreement on behalf of the Parties.
41. Implementation Services. Within thirty (30) days after the Effective Date or as otherwise agreed by both Parties in writing, denTEL shall deliver to the Parties a plan for the implementation of the Network (the "Implementation Plan"). The Parties shall fulfill their respective obligations in the Implementation Plan and cooperate fully with the other Party to ensure an orderly and timely implementation process.
42. Rights to Use Logo or Trademark. The Parties give denTEL permission to publish and/or use Dental Provider's company logo or registered mark for all purposes connected with the business of the Network. It is understood that denTEL may use said logo or mark for advertising relating to the Network, for seminars, symposiums, recruiting of members, published materials relating to the Network, and all other purposes related to denTEL company and denTEL mission. It is further understood that denTEL may use such logo or mark in connection with seminars, speakers, or symposiums, regardless of whether Dental Provider is a sponsor of said event. denTEL may use Dental Provider's company logo or mark for these purposes without further permission or acquiescence by the Parties, and Dental Provider hereby releases denTEL from all liability relating to the publication or use of the logo/mark.
43. Marketing. The Parties agree that denTEL may refer to Dental Provider's company by name, together with a brief description of Dental Provider's business and the Network, in any press releases or advertising and marketing publications utilized or issued by denTEL.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have read, understood and executed this Agreement as of the Effective Date as evidenced by checking the "Accept Terms" box upon sign up.