

## Dental Club Terms of Use

Last Updated June 22nd 2022

Welcome to Dental Club! These Terms of Use (“**Terms**”) form a contract between you and Dentist Investors, LLC (“**Dental Club**”, “**us**”, or “**we**”) govern your use of Dental Club social media groups (“**Group**” or “**Groups**”), www.DentalClub.com and our other websites and online channels (collectively, the “**Site**”), and other products or services we offer (altogether, our “**Services**”). Please carefully read these Terms and all other agreements incorporated into these terms and conditions by reference, as they create a binding contract between you and us.

**All disputes between you and us must be resolved through arbitration, and you waive the ability to sue us on a class action basis.** Additional, separate terms that apply to your use of our Services will be considered to form part of these Terms. If you have any questions regarding our Services or these Terms, please contact us at **Richard@DentistInvestors.com**.

### 1. ACCEPTANCE

By using the Services in any manner, you accept and agree to be bound by these Terms and any additional, separate agreements or notices incorporated by reference. You can also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you in any agreement or electronic form, by creating an account, by clicking “apply,” or by clicking “sign up” or any similar mechanism. If you do not agree with any part of these Terms, then you must not use the Services.

### 2. ELIGIBILITY

To use the Services, you must (a) be at least 18 years of age, (b) reside in a jurisdiction where the Services can be used lawfully, and (c) if you participate in any of our Groups, meet all applicable eligibility requirements for the Group(s) you choose to join. By using the Services, you represent and warrant that you meet all of the foregoing eligibility requirements. You may not access or use the Services if you are barred from receiving such Services under applicable law or have previously been suspended or removed from any of our Services. If you do not meet all of these requirements, you must not use our Services.

### 3. REGISTRATION

Some of our Services require you to register and create an account with a third-party platform or service on which our Groups are hosted (“**Group Platforms**”) and to apply to become a member of a Group (“**Group Member**”) or to become an advertiser through the Services (“**Advertiser**”). Group Member and Advertiser applications are subject to approval by Dental Club in our sole discretion. You agree to provide true, accurate, current, and complete information about yourself and to maintain and promptly update your information as needed. You are responsible for maintaining the confidentiality of your Group Platform login and password, and you are responsible for all activities that occur using your access credentials. Some Services may not be available to all users. You agree to notify us and the Group Platform immediately of any unauthorized access to or use of your username or password or any other breach of security on the Services. Dental Club is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials or your choice to share any data associated with your account with others.

### 4. POSTING RULES

As a Group Member or Advertiser, you may be able to post comments, messages, images, and other content (“**Posts**”) in the Group. You must strictly adhere to the following guidelines (“**Posting Rules**”), which apply to all Posts and Group Platforms:

- a. Be Kind and Courteous.** Treat all Group Members, Advertisers, and Dental Club with courtesy and respect.
- b. Add Value.** Dental Club is established to add value and bring valuable content to the dental industry. Posts should encourage interactions amongst Group Members through commentary, infographics, insights, quotes, videos, public talk, podcasts, interviews, or articles. Posts that are deemed to be advertisements without added value to the Group, as determined by Dental Club at its sole discretion, should not exceed 50% of any Posts by a company or individual. Posting advertisements to a Dental Club director is a permitted exception to this rule.
- c. Only Preapproved Advertisements.** Unless otherwise preapproved in writing by Dental Club prior to posting, no advertisements may be posted marketing other dental groups (including, but not limited to dental specialty areas such as periodontics, endodontics, orthodontics, DSOs, etc.), networks, conferences, associations, meetings, or live events (collectively, the “**Restricted Groups**”). Dental Club reserves the right to select, at its sole discretion, any Restricted Groups that it will affiliate with.
- d. No Hate Speech or Bullying.** Posts containing profanity, offensive language, porn, hate speech, or racial, gender, or other discrimination or strongly opinionated political statements, as determined by Dental Club at its sole discretion, are strictly prohibited.
- e. Live Posts Must be Preapproved.** If you wish to Post “live” Posts on a Group Platform, you must obtain our preapproval in writing.
- f. Promotional Limits.** Each Group Member or Advertiser is limited to two promotional Posts per week.
- g. No Solicitation.** Posts or direct solicitation for capital, investments, pitching of deals, wealth advisory services, transition/brokerage work, insurance, financial products, or Kickstarter campaigns are strictly prohibited unless permitted by Dental Club in writing.
- h. No Prohibited Content.** Posts must not include promotions, suggestions, or advertisements regarding “get rich quick” schemes, commodity trading schemes, multi-level marketing (MLM) or pyramid schemes, gambling, alcohol, tobacco, porn, sports betting, cannabis, pay day loans, or other “sin industry” product types that could drive away doctors and dentists as determined by Dental Club.
- i. No Expectation of Privacy.** You should not expect privacy within the Group. Posts on Groups may be viewed, accessed, saved, or reposted by others. Anything you say, post, link to, comment on, or upload can and may be used against you by your peers, colleagues, employer, potential employers, fellow members, and so on. If you choose to participate in Groups, you should assume that anything you post will be seen, read, and open for comment.
- j. Responsibility for Posts.** If you make a Post to a Group, you acknowledge and agree that (i) you are 100% responsible for your Posts; (ii) you have the full rights and permissions to use and post any graphic, material, image, or other content and you agree that any breach, infringement or misuse of the foregoing is by you and at your own risk, and (iii) you will indemnify us in regard to this rule. You are solely

- responsible for removing any Post or content from the Post and/or Group should any permissions change and/or expire.
- k. Goodwill of Dental Club.** Posts or activities on Groups are prohibited if they might, in Dental Club's discretion, (i) hurt the goodwill of Dental Club and its associated groups, or (ii) damage the Dental Club brand or any brand related to Dentist Investors, LLC or its members, directors, officers, or agents. Examples of damaging Posts or activities include negative comments regarding quality of work, operations, team members, terms, fees, and related topics.
  - l. Indemnification for Posts.** By using Dental Club Groups and Services, you agree to indemnify Dental Club and Dentist Investors, LLC from anything your company, or any of its officers or agents, posts to the Groups.

Dental Club may, in our sole discretion, may remove any Post or limit an Advertiser's number of Posts as we deem necessary. If any Post is found to be in breach of these Posting Rules, Dental Club will provide written notice to the Group Member or Advertiser notifying them of the reason for such removal. In the event any Post is found to be in breach of these Posting Rules, Dental Club may remove or delete the Post without any prior notice. The purpose of providing a written notification by Dental Club following any such removal is to provide insight into the reason for such removal so that the parties may communicate regarding the same and work to address the underlying issue. If a Group Member or Advertiser violates these Posting Rules more than once, Dental Club reserves the right to remove that individual or company as a Group Member or Advertiser.

## **5. GROUP PLATFORMS & OTHER THIRD PARTIES**

Dental Club provides access to a network of dental and medical providers and related services through the Site or through our Groups hosted on a Group Platform. You agree to use all Group Platforms in compliance with the applicable terms of use and privacy policy. For example, you will participate in our LinkedIn Groups in compliance with the LinkedIn [Terms of Service](#) and [Privacy Policy](#) and your use of our Facebook Groups will comply with the Facebook [Terms of Service](#) and [Privacy Policy](#).

Group Platforms and other third-party products and services are provided by the applicable third party, not Dental Club. When you pursue or purchase a third-party product or service, you acknowledge that you are contracting directly with such third-party and not with Dental Club. You are not obligated to use or transact business with any third-party that appears on the Services. You agree Dental Club shall not be liable for any loss or damage of any kind incurred by you as a result of your dealings with any third party.

The Services may include links to other websites or resources through our Services. Dental Club does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You acknowledge and agree that Dental Club is not responsible for the availability of such external websites or resources.

## **6. NOT MEDICAL OR PROFESSIONAL ADVICE**

Dental Club may offer Services and content related to dentistry or medical professions, practices, or career development, or other topics of interest to our users. No diagnosis or treatment of, or advice regarding, any dental, medical, or health condition or illness will be offered. We cannot offer you career, employment or legal advice or any other professional advisory or representation

services. YOU UNDERSTAND AND AGREE THAT ALL DENTAL CLUB SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. Our Services cannot substitute for, and is not an alternative to, medical, dental, or other healthcare diagnosis and treatment when a condition or illness is present. You are advised to seek diagnosis, treatment, and advice regarding conditions or illnesses from a licensed and practicing dental or medical professional. If you have practice, career, or employment questions, you are advised to speak with your supervisor, business advisor, or legal counsel. DENTAL CLUB DOES NOT OFFER MEDICAL, DENTAL, PROFESSIONAL, OR CAREER ADVICE OR ANY TYPE OF COACHING, ADVISING, MEDICAL, OR PROFESSIONAL SERVICE.

## 7. FEES & PAYMENT

- a. **Group Members.** We offer the Services to Group members for free. We reserve the right to adjust our fees or any components thereof in any manner and at any time. You are responsible for all charges and fees you incur as part of your use of the Services, including but not limited to all wireless and/or internet service provider fees, devices and equipment, sales taxes, and any other fees and charges necessary to access the Services.
- b. **Advertisers.** Advertisers are charged fees (“**Advertiser Fees**”) on a monthly or annual basis, at a rate determined by a separate agreement between the Advertiser and Dental Club. We reserve the right to adjust our Advertiser Fees or any components thereof in any manner and at any time. You are responsible for all charges and fees you incur as part of your use of the Services, including but not limited to Advertiser Fees, wireless and/or internet service provider fees, devices and equipment, sales taxes, and any other fees necessary to access the Services.
- c. **Payment.** To pay any fee, you must designate and provide information about your preferred payment method (the "**Payment Method**") as described in this section. Dental Club does not collect or store information about your Payment Method, rather our PCI DSS compliant third-party payment processor will receive, store and encrypt your payment information and process payment transactions on our behalf. By providing your Payment Method, you (i) represent and warrant that the payment information you provide is correct and accurate and you are using a form of payment that you are legally authorized to use for this purpose and (ii) authorize Dental Club to charge payments against your Payment Method for the fees you incur via the Services. No refunds or credits will be provided by Dental Club, other than as set forth in these Terms. You agree that you are solely liable for any payment or credit card fraud, abuse or unauthorized use by you or others. If your payment provider determines that there are fraudulent charges on your account resulting from use of your Payment Method at the Services, please contact us immediately via **Richard@DentistInvestors.com**.

If you do not pay on time or if we cannot charge the payment method you have on file for any reason, we reserve the right to either suspend or terminate your access to the Services. If your unpaid fees are referred to an attorney or collections agency, you shall pay all reasonable attorney’s fees or collections agency fees. If you access our Services through a third-party subscription, your use of the Services is also subject to the third-party’s terms and conditions and your access to the Services is subject to our receipt of payment from

such third-party. Dental Club reserves the right to terminate your use of the Services if your payment via a third-party subscription is not received for any reason.

## 8. PROPRIETARY RIGHTS

- a. **License Grant.** Dental Club hereby grants you a limited, non-exclusive, nontransferable, non-sublicensable, revocable license to access, download, install, and use the Services for your own personal, internal business and non-commercial purposes, subject to these Terms. The Services are licensed to you, not sold. Nothing in these Terms is intended to, or may be construed as, conferring by implication, estoppel, or otherwise any ownership, license, or other grant of right to any copyright, trademark, or other intellectual property of Dental Club or any third-party, except as expressly provided in these Terms. We reserve all rights not expressly granted in these Terms.
- b. **Dental Club Contents.** Unless otherwise expressly indicated, the information contained on our Services, including but not limited to all images, illustrations, designs, photographs, video clips, text, graphics, icons, designs, software code, written information and screens appearing in the Services, and other materials, as well as names, logos, taglines, trade dress, and other trademarks, on the Site, on any Groups, or in our other Services, are copyrights, trademarks, trade dress or other intellectual property (collectively, the “**Contents**”) owned, controlled, or licensed by Dental Club, Dental Investors, LLC, or its affiliates, or are the property of their respective owners. No license to or regarding any of the Contents is granted in connection with your use of the Services. You understand that your use of the Services does not authorize you to use any Contents in any manner other than specifically authorized by these Terms. You may not use our Contents in any way that might confuse or that disparages us. Any other use of the Contents in the Services including reproduction for purposes other than as noted herein, without the prior written permission of Dental Club, is strictly prohibited. Only a duly authorized officer of Dental Club may grant permission or a license to use any of our Contents; any attempted grant or similar promise by anyone other than a duly authorized officer of Dental Club is invalid.
- c. **Copyright.** The Services and Contents are protected by U.S. and foreign copyright, trademark, trade dress, or other proprietary right laws and international conventions. You do not have permission to copy, reproduce, make derivative works from, distribute, republish, download, display, perform, post electronically or mechanically, transmit, record, or mirror any of the Services or Contents without the prior written permission of Dental Investors, LLC. You may only display, download, or print the Services and Contents for the purpose of using the Services as an internal or personal business resource.
- d. **Trademarks.** The term “Dental Club”, the Dental Club Logo (in various stylizations), other Dental Club logos and product and service names, trademarks, service marks, product names and trade names associated with Dental Club or Dental Investors, are exclusively owned by Dental Investors, LLC and may not be copied, imitated, or used, whether in whole, partial or modified form, without the prior written permission of Dental Investors, LLC. You may not use any meta tags or any other hidden text utilizing a Dental Club or Dental Investors name, trademark, or product name without

Dental Investor, LLC's prior written permission. Third-party trademarks and service marks used in our Services are the property of their respective owners, and we use them with their consent. Dental Investors and the other licensors of the marks in our Services reserve all rights with respect to all intellectual property.

- e. **Feedback.** You may from time-to-time provide us materials, communications, suggestions, comments, improvements, ideas, or other feedback related to the Services (“**Feedback**”). You hereby additionally grant to us all rights, titles and interests in and to any Feedback. In the event this grant is not sufficient for us to fully realize and use the Feedback, you grant us a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate into the Services any of the Feedback. By providing Feedback, you are representing that the Feedback is not subject to any intellectual property claim by a third-party or any license terms which would require products or services derived from that Feedback to be licensed to or from, or shared with, any third-party.
- f. **Reports.** We may, from time to time, deidentify or anonymize the Personal Information or other user data (“**Deidentified Information**”) that we collect from your use of our Services and combine it with others’ Deidentified Information for research, analysis, machine learning, or to generate reports and studies (collectively, “**Reports**”). Any such Reports are the sole and exclusive property of Dental Club, and we reserve the right to disclose, share, distribute, or publish our Reports for any purpose provided such Reports are not reasonably linkable, directly or indirectly, to your Personal Information. You hereby assign any rights you may have to such Reports, studies, and your Deidentified Information contained therein to Dental Club in perpetuity throughout the world for any and all present or future uses in any and all languages and for no compensation. All Deidentified Information will be treated as nonconfidential and nonproprietary. We shall be under no obligation of any kind with respect to such Deidentified Information and shall be free to reproduce, make derivative works from, use, disclose, and distribute the Reports to others without limitation. Additionally, we may use any ideas, concepts, know-how, or techniques contained in generating reports or studies for any purpose whatsoever, including but not limited to developing, manufacturing, or marketing products incorporating such information.
- g. **Copyright Infringement/DMCA Notice.** Dental Club takes claims of copyright infringement seriously. It is our policy, in appropriate circumstances and at our discretion, to respond to notices of alleged copyright infringement in accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”). Upon receipt of a DMCA compliant notice, we will expeditiously remove or disable access to the content that is the subject of the notice. If you are a copyright owner or an authorized agent thereof, and you wish to file a notice of infringement with us, then you may contact us at **Richard@DentistInvestors.com**.

Please include the following information with your complaint (you should speak with your legal counsel or See 17 U.S.C. § 512(c)(3) to confirm these requirements): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work

claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works at that site; (iii) identification of the 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; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) 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 acknowledge that if you fail to comply with all requirements of this section, your DMCA notice may not be valid. If material is believed in good faith by Dental Club to infringe a copyright or otherwise violate any intellectual property rights, Dental Club will remove or disable access to the material. Before submitting a notice of claimed copyright infringement, please note that doing so can have serious legal consequences. Be sure to consider whether the “fair use” doctrine or another similar limitation of copyright rights applies in your circumstances. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. If you are unsure whether the material available online infringes your copyright, we suggest that you contact an attorney before sending us a notice.

## **9. USER CONTENT**

The Services may include features that enable you to post, upload, store, share, send, or display images, video, data, text, comments, and other information and content (“**User Content**”) to and via the Services. You represent and warrant that you own your User Content or that you have all rights necessary to grant us a license to use your User Content as described in these Terms. You retain all rights to your User Content that you post to the Services. By making your User Content available on or through the Services you hereby grant to Dental Club a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, publicly display, publicly perform, reproduce, translate, create derivative works from, and distribute your User Content, in whole or in part, including your name and likeness, in any media.

You are responsible for your User Content. Dental Club relies on accurate User Content to provide and improve our Services. Any attempts to submit inaccurate User Content to the Services is strictly prohibited. You represent and warrant that your User Content, the use and provision of your User Content on the Services, and your use of the Services will not (a) infringe, misappropriate, or violate a third-party’s patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) be fraudulent, false, misleading, or deceptive; (d) be defamatory, obscene, pornographic, vulgar, or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (f) be violent or threatening or promote violence or actions that are threatening to any person or entity; or (g) promote illegal or harmful activities or substances. Dental Club may, in our sole discretion, alter, remove, or refuse to display any of your User

Content, and may forbid you from posting, uploading, storing, sharing, sending, or displaying your User Content to and via the Services.

## **10. ACCEPTABLE USE OF THE SERVICES**

You represent and warrant that (a) you will use the Services in compliance with applicable laws; (b) any information you submit to us is truthful and accurate; (c) you will maintain the accuracy of that information; (d) you will not do anything that might jeopardize the security of your account; and (e) you will notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. Any information that you provide to us will also be subject to our Privacy Notice.

You agree to not rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market or transfer the Services or any portion thereof (including our Content) or use it in any manner not expressly authorized by these Terms. You agree not to copy, reverse engineer, translate, port, modify, or make derivative works of any portion of the Services. Tampering with the Services, conducting fraudulent activities on the Services and all other illegal activities are prohibited and may subject a user to legal action and/or termination of your access to the Services.

You further agree not to (i) upload any User Content or other data that contains software viruses or is designed to interrupt, destroy, or limit the functionality of any equipment or services, or that contains other harmful, disruptive, or destructive files or content; (ii) use or attempt to use another user's account without authorization, or impersonate any person or entity; (iii) harvest, solicit, or collect information of other users for any reason whatsoever, including, without limitation, for sending unsolicited communications; (iv) post, advertise, or promote products or services commercially, or upload any content that is advertising, promotional material, junk mail, spam, or a contest or sweepstake, or that furthers or promotes criminal activity; or (v) use the Services in any manner that, in our sole discretion, is objectionable or restricts or inhibits any other person from using or enjoying the Services, or which may expose us or our users to any harm or liability of any type.

## **11. PROHIBITED ACTS**

You are strictly prohibited from violating or trying to violate our security features, such as by (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures unless we expressly authorize that you do so in writing; (c) attempting to interfere with service to any user, host, or network, such as by means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing," or "crashing"; or (d) sending unsolicited email, including promotions and/or advertising of products or services forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. You hereby agree not to use any device, software, or routine to interfere, or try to interfere, with the proper working of our Services or any activity being conducted on the Services. You further agree not to use, or try to use, any engine, software, tool, agent, or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Services other than the search engine and search agents that we make available via the Services and other than the generally available third-party web browsers. If you violate our system or network security, you may face civil or criminal liability. We will investigate occurrences that may involve such violations. We may involve or cooperate with law enforcement authorities in prosecuting users who are involved in such violations.



## **12. COMMUNICATIONS**

As part of your use of the Services, you may receive service notifications, alerts, emails, or other communications through our online channels. You agree to the receipt of these communications to use the Services, and you will not be able to opt-out from receiving these messages. We may also send you marketing communications by email, mail, or other methods if you opt-in to receive those messages. You can opt-out of marketing communications by adjusting your Group Platform settings or unsubscribing from our marketing emails.

## **13. SOFTWARE REQUIREMENTS**

You must have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications (“**Software Requirements**”) to use the Services. The Software Requirements are listed on the relevant Group Platform page or other relevant application page. Software to access and use the Services may be upgraded from time to time to add support for new functions. The Services may request certain privacy permissions from time to time such as access to your geolocation or mapping applications, device camera or microphone, or other apps and associated features on your device. You acknowledge that the terms of agreement with your respective mobile network provider will continue to apply while you use the Services. Data and messaging charges may apply to your use of the Services or any messaging or photo sharing features you use via the Services. You accept responsibility for any such charges that arise. If you are not the bill payer for the mobile telephone or handheld device being used to access the Services, you will be assumed to have received permission from the bill payer for use of the Services. Group Platforms have their own software requirements and you should refer to Group Platforms terms for those requirements.

## **14. TERMINATION**

These Terms remain in effect as long as you use any of our Services. You may terminate these Terms at any time by notifying Dental Club at Richard@DentistInvestors.com and ceasing all use of the Services. If you have an account through a Group Platform and would like to deactivate that account, then you must do so according to the Group Platform’s instructions.

Dental Club may terminate your use of the Services and these Terms immediately upon giving notice to you if you breach any of these Terms or any other agreement between you and us or at any time and for any reason. Termination may include (a) removal of access to all offerings within the Services; (b) deletion of your data and User Content; and (c) barring of further use of the Services. You agree that Dental Club shall not be liable to you or any third-party for any termination of these Terms or your access to the Services. Sections 8 and 15-19 shall survive termination of these Terms.

Upon termination of these Terms (x) the rights and licenses granted to you herein shall terminate as to the terminated rights; (y) you shall cease all use of the Services that have been terminated; and (z) Dental Club may at its own discretion remove and/or purge data, account information, and any other information obtained by us in connection with providing you the Services. We reserve the right to disable any login or access to our Groups or other Services at any time in our sole discretion for any or no reason.

## **15. DISCLAIMER OF WARRANTIES**

YOU USE THE SERVICES AT YOUR OWN RISK. THE SERVICES AND ALL COMPONENTS THEREOF ARE PROVIDED TO YOU “AS IS,” WITHOUT WARRANTY OF

ANY KIND. WITHOUT LIMITING THE FOREGOING, DENTAL CLUB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPLICITLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Without limiting the generality of the foregoing, we make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of the Services.

#### **16. LIMITATION OF LIABILITY**

NEITHER DENTAL CLUB NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING PERSONAL INJURY, HEALTH OR MEDICAL ISSUES, LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DENTAL CLUB HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL DENTAL CLUB'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO US FOR USE OF THE SERVICES OR, IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO DENTAL CLUB, ONE HUNDRED DOLLARS (\$100). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DENTAL CLUB AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **17. INDEMNIFICATION**

YOU AGREE TO INDEMNIFY AND HOLD DENTAL CLUB AND ITS SUBSIDIARIES, AFFILIATES, MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS HARMLESS FROM ANY CLAIMS, SUITS, ACTIONS, DEMANDS, DISPUTES, ALLEGATIONS, OR INVESTIGATIONS BROUGHT BY ANY THIRD-PARTY, GOVERNMENTAL AUTHORITY, OR INDUSTRY BODY, AND ALL LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, ARISING OUT OF CONTENT YOU SUBMIT, POST, TRANSMIT OR OTHERWISE SEEK TO MAKE AVAILABLE THROUGH THE SERVICES, YOUR USE OF THE SERVICES, YOUR CONNECTION TO THE SERVICES, YOUR VIOLATION OF THE TERMS, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER PERSON OR ENTITY.

## 18. DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS A CLASS ACTION WAIVER, REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES, AND CLAIMS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. You agree that any dispute, controversy or claim between you and Dental Club arising out of or relating to: (1) these Terms, or the breach thereof; (2) our provision of the Services; (3) your access to or use of the Services; or (4) any alleged violation of any federal, state, or local law, statute, or ordinance (each such dispute, controversy or claim, a “**Dispute**”) will be governed by the arbitration procedure outlined below.

- a. Informal Dispute Resolution.** We want to address your concerns without the necessity of a formal legal case. Before filing a claim against Dental Club, you agree to try to resolve the Dispute informally by contacting **Richard@DentistInvestors.com**. Dental Club will contact you by email as part of a good faith effort to resolve the Dispute informally. If a Dispute is not resolved within 30 days after submission, you or Dental Club may bring a formal proceeding.
- b. Arbitration Agreement.** You and Dental Club each agree to resolve any Disputes through final and binding arbitration administered by arbitration services in Sheridan, Wyoming. The arbitration will be held in Sheridan, Wyoming, United States, or any other location we agree to. The rules for arbitration in Wyoming will govern payment of all arbitration fees. Notwithstanding the foregoing, either you or Dental Club may assert claims, if they qualify, in small claims court in Sheridan, Wyoming or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of our Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.
- c. Class Action Waiver.** You may only resolve Disputes with Dental Club on an individual basis. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under these Terms.
- d. Governing Law.** Except as otherwise required by applicable law, the Terms and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to its conflict of laws principles. The Federal Arbitration Act, Wyoming state law, and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except as otherwise required by applicable law, if the agreement to arbitrate is found not to apply to you or your claim, you and Dental Club agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts in Sheridan, Wyoming.
- e. Limitation on Claims.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Services must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

## 19. GENERAL TERMS

- a. Enforcement.** Dental Club reserves the right (but is not required) to remove or disable your access to our Services, any Content, or your User Content at any time and without notice, and at our sole discretion, if we determine that your use of our Services or your User Content is objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects our Services, and in response may take any action we may deem appropriate.
- b. Geographic Restrictions.** Dental Club is owned and operated in the United States. We make no claims that the Services are accessible or appropriate outside of the United States. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Group Platforms and other third-party services available through our Services may be owned or operated outside of the United States. Access to our Services, or certain third-party services available through the Services, may not be legal by certain persons or in certain countries.
- c. Entire Agreement.** Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between Dental Club and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Dental Club and you regarding the Services.
- d. Relationship of Parties.** The parties' relationship, as established by these Terms, is solely that of independent contractors. These Terms do not create any partnership, joint venture, or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can direct and control the day-to-day activities of the other, assume or create any obligation, representation, warranty, or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.
- e. Assignment.** You may not assign, delegate, or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Dental Club may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.
- f. Waiver; Severability.** Dental Club's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Dental Club. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.
- g. Consent to Electronic Communications.** By downloading or using our Services, creating a profile, or typing your name into any of our electronic forms and indicating your acceptance or submission of information by clicking a box, you consent to (a) our communicating with you electronically; (b) receiving all applications, notices,

disclosures, and authorizations (collectively, “**Records**”) from us electronically; and (c) entering into agreements and transactions using electronic Records and signatures. Please note that federal law treats electronic signatures as having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. We will use electronic documents for all communications, notices, agreements, disclosures, authorizations, and other documents necessary to provide you with the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You must have a computer or other web-enabled device, an internet connection, an active email account, and the ability to receive and read PDF files to conduct business with us electronically. You agree to be responsible for keeping your own Records. If you require assistance with your Records or if you wish to receive Records in paper format or to withdraw your consent to receiving electronic records from us, please contact us at **Richard@DentistInvestors.com**. Agreements and transactions executed prior to this request will remain valid and enforceable.

- h. Notices.** Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given (i) via email; or (ii) by posting to the Services. Notices to Dental Club shall be made by email to **Richard@DentistInvestors.com**. The date of receipt on an email message will be deemed the date on which such notice is transmitted.
- i. Amendments.** Dental Club reserves the right to amend these Terms of Use at any time by updating this posting without prior notice. Your continued use of our Services following the posting of an updated Terms of Use constitutes your acceptance of such amendments. If the updated Terms are not acceptable to you, your only recourse is to cease using the Services. You are advised to periodically visit this page to determine the then current Terms of Use.