

TERMS AND CONDITIONS OF USE

These terms of service (“Terms of Service”) govern your (“Your” or “You”) access to and use of the services and features provided by BookMe Dental, LLC (“BMD”) located at www.BookMedental.com and all related sub-domains, mobile versions, tools, and services or through downloadable applications that BMD makes available to You (“Platform”), for connecting professional offices and dental professionals (collectively, “Services”).

These Terms and Conditions of Use incorporate by reference the Candidate Agreement and Recruiter Agreement, and Personal Guaranty as the case may be, and our **Privacy Policy** as referenced in the Platform. In the event of a conflict between the Candidate Agreement or Recruiter Agreement and these Terms of Service, the Candidate Agreement or Recruiter Agreement shall prevail. Access to the Platform, use of Services, and referrals to potential employers, Employers or Candidates are subject to these Terms of Service and the BMD Privacy Policy, both also available on the Platform.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CREATE A BINDING CONTRACT BETWEEN YOU AND BMD. THESE TERMS OF SERVICE CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND BMD ARBITRATE CERTAIN CLAIMS YOU MAY BRING AGAINST BMD BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN THE ARBITRATION SECTION (“AGREEMENT TO ARBITRATE”, BELOW).

1. Overview

BMD is a recruitment and referral service between professional offices seeking temporary service providers (“Employers”) to provide requests for temporary and permanent services on a part-time or full-time basis (each, an “Assignment”) to individuals with a professional background in the dental field (“Candidates”). Candidates make available their professional skills to fulfill Employer’s Assignment requests in exchange for compensation agreed upon between the Candidate and the Employer. Employers and Candidates referred to collectively as “Users” and each individually as a “User.” You are agreeing to these Terms of Service as either an Employer or a Candidate and, in either case, as a User.

Each User may receive ratings from other Users based on the Assignment completed hereunder, based on parameters specific to their role as either a Candidate or an Employer, as further specified herein. BMD provides Employers with information about available Candidates to help Employers select Candidates and provides Candidates with information about Employers seeking help from Candidates to help Candidates decide whether to accept Assignments with Employers. The Employer has sole discretion as to whether to make an offer to a Candidate, including without limitation the Candidate’s qualifications, Ratings, and Candidate’s profile on the Platform. A Candidate may accept an offer for Assignment based on any criteria, including without limitation

Ratings from other Candidates, or any other information listed in the applicable Employer's Profile (as defined below).

BMD does not employ or retain Candidates and BMD does not provide professional services to Employers other than the marketplace Services set forth herein. BMD provides a marketplace for Employers and Candidates to connect. Solely the Employer contracts with the Candidate to complete an Assignment, which may be scheduled through the Platform. BMD provides a platform for making introductions and placement for Assignments between offices and professionals. BMD has no liability to any User with regard to the quality of the Candidates or whether any Employer offers suitable Assignments for any Candidate.

2. Acceptance of Terms

Your continued use of the Platform confirms Your unconditional agreement to the Terms of Service and BMD's **Privacy Policy** regarding the Services provided by BMD and use of the Platform. BMD reserves the right to update or modify these Terms of Service at any time by providing notice on the Platform, and Your use of this Platform following any such change constitutes Your agreement to the revised Terms of Service from and after that date. An Employer and a Candidate are responsible for separately agreeing to the terms of the Assignment to be provided by a Candidate.

3. Scope of Services

BMD maintains the Platform as a service to its users subject to these Terms of Service. BMD may alter, suspend, or discontinue this Platform or the Services provided herein, in whole or in part, at any time and for any reason, without providing notice to You. The Platform may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons. BMD may provide access to third party services and products, or to BMD's products or services through the Platform. You acknowledge that the Platform is evolving and that the form and nature of the Platform, including the Services accessible via the Platform, may change without notice to You.

4. Access and Use Terms; Your Data Stored on The Platform

A. Personally Identifiable Information

You may use this Platform as a member of the general public that is not an Employer or a Candidate without volunteering personally identifiable information. If You are an Employer or a Candidate, You are required to release personally identifiable information to register with BMD and to contract with other Users for Assignments. The information that You must disclose, or that may be disclosed by third parties, to BMD may include without limitation:

- name and address,
- e-mail address,
- telephone number,
- recent photographs,
- geographical location,
- payment information,
- professional licensure,
- Dental license verification and CPR certification check (“License Verification”),
- such other information You provide or as determined by BMD as reasonably needed under the Agreement or these Terms and Conditions.

The above categories (“User Information”) may be stored by BMD on its Platform, and accessed through your account.

B. Login Credentials

Login credentials will be provided by BMD (“Login Credentials”) based on the type of access applicable to Your use of the Platform (namely, whether You are utilizing our Services as an Employer or a Candidate). You are solely responsible for protecting Your Login Credentials from unauthorized use, maintaining the confidentiality of Your Account and password. You must notify us immediately if You believe that any of Your Login Credentials has been or may be used without Your permission. You may not (i) create more than one account to access the Platform, (ii) share Your Login Credentials with any third party, or (iii) transfer Your account to any third party.

You shall not rent, resell, or remarket the Services or provide access to the Platform to any third party. BMD may delist any Assignment from the Platform at any time and in BMD’s sole discretion. BMD may terminate Your Account at any time at BMD’s sole discretion and with no liability to You. BMD may terminate Your Account if You violate these Terms of Service or BMD’s policies, or otherwise harm BMD’s business interests. You may not be entitled to create a new Account to access the Platform if BMD has terminated Your prior Login Credentials. BMD may also prohibit certain Users from re-registering with the Platform, at BMD’s sole discretion.

C. Privacy; Rights in Your Data

You hereby represent and warrant to BMD that (i) any information You provide to BMD or its Platform is true and correct and (ii) You have the right to provide any and all of the User Information or other information listed in Your Profile and to provide access to information acquired through our License Verification (as defined below) (collectively, “Your Information”) for these Terms of Service. You hereby grant to BMD a perpetual, irrevocable, royalty-free, worldwide right and license to copy, display, make derivative works of and otherwise use Your Information for any purpose, subject to BMD’s Privacy Policy. If You object to Your Information being used in a manner permitted by these Terms of Service or the Privacy Policy, please do not use the Platform or BMD Services. Upon termination of Your Login Credentials for any reason,

You may no longer have access to any of Your Information that You provided to the Platform, unless otherwise required by law.

D. License Verification and Verification of Accuracy of Your Profile

If You are a Candidate: (1) BMD has the right, but not the obligation, to verify whether the information displayed in Your Profile is accurate, and (2) You hereby grant to BMD the right to conduct a License Verification on behalf of any Employers with which you may obtain Assignments through BMD to confirm the accuracy of any User Information that is available on Your Profile including without limitation: Your name and address, e-mail address, telephone number, photographs, geographical location, billing information, Your degree-granting program(s) and year(s) of graduation, any Assignment experience, any other of Your qualifications.

E. Usage by Minors

BMD's Services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts.

F. Non-Performance or Incomplete Performance of Assignments

Candidate's performance may be reflected in Ratings for Candidates. BMD may terminate the account of any Candidate that repeatedly does not perform as agreed. Any information on non-performance or incomplete performance of Assignment in Ratings for Candidates is an evaluation of such Candidate by the Employer and not by BMD.

If an Employer cancels an Assignment and has not provided sufficient advance notice as agreed to by such Employer and the affected Candidate(s) or reasonable notice in the absence of such an agreement, the affected Candidate(s) may notify BMD. BMD shall include information on such cancellation of Assignments in its Ratings for Employers. BMD may, in BMD's sole discretion, terminate the account of any Employer that repeatedly cancels Assignments that such Employer has requested without providing sufficient advance notice.

G. BMD Access to Your Account Information.

BMD may access Your account for site maintenance, to modify Your account information (including Your profile) to improve its Services, the Platform, or for other administrative purposes, including without limitation, and upon Your request, posting or responding to online content regarding job placement.

5. Transactions and Our Fees

An Employer may submit a request for particular Assignment to BMD, free of charge, through the Platform ("Request for Assignment" or "Request"). When BMD receives such a Request from an Employer, BMD shall search for registered Candidates to find a suitable match based on the type of Assignment requested as well as hourly rates, availability, geographical location and expertise.

Employer may view a portion or all of the Profile, as determined by BMD, of potential Candidates and have access to each Candidate's Ratings or User Information, without additional charge to Employer. Similarly, Candidates may view the Profiles of potential Employers for which they may perform Assignment, along with the Employer's Ratings and User Information, without charge.

6. BMD is Only a Marketplace for Employers and Candidates

BMD is a communications platform for enabling connections between Employers seeking Candidates for the completion of temporary and permanent Assignments and Candidates seeking Employers at which to complete temporary and permanent Assignments. Upon receiving an Employer Request for Assignment through the Platform, BMD may try to match Employers to Candidates based on the nature of the Assignment, qualifications, hourly rates, and geographic proximity to the Assignment. BMD disclaims any responsibility for selecting particular Candidates to perform Assignments and the decision to use a Candidate is solely Employer's. BMD disclaims all responsibility for the accuracy of any information listed in a Candidate's Profile, for any information or material circumstances that may have changed since BMD conducted License Verification in the event that BMD did so, for the inaccuracy or incompleteness of any License Verification that BMD conducts, for BMD's failure to conduct License Verification, and for any Profile information upon which BMD may rely in matching Employers to Candidates. Employer has no obligation to choose Candidates to perform Assignments, and that Employer's decision to contract with a Candidate is solely at Employer's own risk.

Except to the extent, if any, that BMD serves as a communications platform between Employers and Candidates, that BMD suggests potential Candidates to Employers for the performance of Assignments, and that BMD provides information about hourly rates, BMD does not take part in the interaction between Employers and Candidates. BMD does not have control over the quality, timing, legality, failure to provide, or any other aspect of any Assignments delivered by Candidates, nor of the integrity, responsibility or any of the actions or omissions of any Users. BMD makes no representations about the suitability, reliability, timeliness, or accuracy of the Assignments requested and provided by Users identified through BMD whether in public, private, or offline interactions. BMD does not assume any responsibility for the accuracy or reliability of this information, or any information exchanged between Users through BMD.

WHILE BMD USES GOOD FAITH EFFORTS TO CONFIRM THAT EACH PROFESSIONAL ON BMD'S PLATFORM IS A LEGITIMATE PROFESSIONAL WITH THE QUALIFICATIONS SPECIFIED BY SUCH PROFESSIONAL AND THAT EACH OFFICE HAS A GENUINE NEED FOR THE ASSIGNMENTS SUCH OFFICE REQUESTS, BMD IS NOT ABLE TO PROVIDE ANY ASSURANCES REGARDING THE TRUSTWORTHINESS OF PROFESSIONALS OR OFFICES AND THE INFORMATION THEY PROVIDE VIA BMD'S PLATFORM. WHEN INTERACTING WITH OTHER USERS YOU SHOULD EXERCISE CAUTION AND COMMON SENSE TO PROTECT YOUR PROPERTY AND WORK ENVIRONMENT, JUST AS YOU WOULD WHEN INTERACTING WITH OTHER PERSONS WHOM YOU DO NOT KNOW. NONE OF BMD, BMD'S AFFILIATES, OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF BMD'S SERVICES. BMD, BMD'S AFFILIATES, AND BMD'S LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY, OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES.

7. Intellectual Property Rights; Restrictions

A. Platform and Content

The Platform and Services, and the content therein, including without limitation the images, graphics, information, text, Ratings, data, links, as well as the underlying software, network, and systems that support this Platform and Services and other material accessible through the Platform or Services (“Content”) is solely and exclusively owned by or under license to BMD and is protected by applicable trademark, copyrights, patent rights, or other rights. As such, You agree that You shall not (1) create or operate any platform, site, or business that is based in whole or in part on this Platform or the Services, (2) copy, reproduce, modify, create derivative works, publish, distribute, transmit, publicly display, or post on any other Platform or to any third party any Content without the prior written consent of BMD on a case by case basis, or (3) reverse engineer, decompile, disassemble, modify, distribute, reproduce, republish, or sell in any form or by any means, in whole or in part, any of the Content, (4) use a spider, web crawler, or similar method to copy or extract Content. Subject to Your compliance with these Terms of Service, BMD hereby grants to You a non-transferable, non-sublicensable, non-exclusive, revocable, and limited right to access and use the Platform and its Content solely for Your internal business purposes as an Employer or personal use as a Candidate.

The Content may contain typographical errors, other inadvertent errors, or inaccuracies. BMD reserves the right to make changes to document names and content, descriptions or specification, or other information, without obligation to issue any notice of such changes.

You may view, copy, download, and print Content that is available on this Platform or through the Services, subject to the following conditions:

- - - You may only use the Content for internal informational and lawful purposes. You may not reproduce or transmit any part of this Platform or its Content in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose.
 - You may not modify, alter, or prepare derivative Assignments based on the Content, or distribute copies of or publicly perform or display the Content, including without limitation by posting the Content on any network computer or distributing the Content on or in any media.
 - You may not remove copyright, trademark, and other proprietary notices from the Content.

Nothing contained within this Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Platform or any Content displayed on this Platform, except: (a) as expressly permitted by these Terms of Service; or (b) with BMD’s prior written permission or the permission of the third party that owns the patent pending, trademark or copyright of the Content displayed on this Platform.

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- Content Ownership and License

BMD does not claim ownership of any Content submitted by Users. By submitting such Content, however, You hereby grant BMD a world-wide, royalty-free, perpetual, irrevocable, non-exclusive license to use, distribute, reproduce, modify, adapt, create derivative works from, publicly perform, and/or display such Content, subject to the restrictions set forth in these Terms of Service or the **Privacy Policy**. This license shall remain in effect until BMD deletes the Content from BMD's systems.

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- Copyright Infringement; Notice and Take Down Procedures

If You believe that any Content on this Platform infringes Your copyright, You may request that such Content be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information:

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- 1. identification of the copyrighted work that You believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work;
 2. identification of the Content that You believe to be infringing and its location, including a description of the Content, and its Platform location or other pertinent information that will help BMD to locate such Content;
 3. Your name, address, telephone number, and email address;
 4. a statement that You have a good faith belief that the complained of use of the material is not authorized by the copyright owner, its agent, or the law;
 5. a statement that the information in Your claim is accurate; and
 6. a statement that "under penalty of perjury," You declare that You are the lawful copyright owner or are authorized to act on the owner's behalf.

BMD reserves the right to terminate and/or temporarily disable the accounts of Users who repeatedly infringe the intellectual property rights, including but not limited to copyrights, of others.

8. Prohibited Conduct

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- No Interference with The Platform

You shall not disturb or interfere with the operation of the Platform in any manner, including without limitation by imposing an unreasonable or disproportionate burden on the network, software or hardware infrastructure of the Platform.

- - No Manipulation

You are prohibited from manipulating, by any means, the price of any Services offered on the Platform (including without limitation through the use of an alias or decoys or by placing false offers for the sale or purchase of Assignments). Furthermore, You shall not disrupt or otherwise interfere in any way with another User's participation on the Platform.

- - No Unauthorized Conduct

In connection with Your accessing the Platform, Services, or BMD's online messaging service, Rating system, or any other Service provided through the Platform, You shall abide by the following standards of conduct. You shall not, and will not authorize or facilitate any attempt by another person, to use the Platform or any messaging service, Ratings system or other Service to:

- 1. Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by BMD;
 2. Circumvent or manipulate BMD's fee structure, the billing process, or fees owed to BMD or to the Candidate;
 3. Manipulate the price of any Assignment or interfere with other Users' Assignments;
 4. Use a name or language that BMD, in its sole discretion, deems offensive;
 5. Post false, inaccurate, misleading, defamatory, or libelous content (including without limitation personal information);
 6. Post hateful or racially or ethnically objectionable Content;
 7. Post Content which infringes another's copyright, trademark, or trade secret;
 8. Post unsolicited advertising or unlawfully promote products or services;
 9. Take any action that may undermine the Ratings system when it becomes available (such as displaying, importing, or exporting Ratings information off of the Platform or using it for purposes unrelated to BMD);
 10. Harass, threaten, or intentionally embarrass or cause distress to another User or entity;
 11. Impersonate another User;
 12. Exploit children under 18 years of age;
 13. Engage in disruptive activity such as sending multiple messages in an effort to monopolize a messaging forum;
 14. Introduce viruses, worms, Trojan horses, and/or harmful code into the Platform;

15. Obtain unauthorized access to any computer system or Confidential Information through the Platform;
16. Transfer Your BMD Profile (including Ratings) and Login Credentials to another party without BMD's consent;
17. Harvest or otherwise collect information about Users, including email addresses, without their consent;
18. Invade the privacy of any person, including without limitation posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 18 years of age);
19. Solicit personal information from children under 18 years of age;
20. Violate any federal, state, local, or international law or regulation; or
21. Encourage conduct that would constitute a criminal or civil offense.

9. Confidentiality; Blacklisting

You shall not use or disclose any proprietary or confidential information with which You obtain or otherwise gain access to as a result of Your access to or usage of the Platform or Services. All information regarding an Assignment between the Candidate and an Employer who sent such Assignment, whether or not in writing, of a private, secret, or confidential nature concerning the Employer's business or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of such Employer. Proprietary Information may include the contents of an Assignment, products, product improvements, product enhancements, processes, methods, techniques, negotiation strategies and positions, projects, developments, plans (including business and marketing plans), research data, financial data (including sales costs, profits, pricing methods), personnel data, computer programs (including software used pursuant to a license agreement), customer, prospect and supplier lists, and contacts at or knowledge of customers or prospective customers of the Employer, and You will not disclose any Proprietary Information to any person or entity other than the applicable Employer or use the same for any purposes (other than in the performance of Your duties as stipulated in the Assignment) without written approval by an officer of such Employer, unless and until such Proprietary Information has become public knowledge without Your fault. While fulfilling the obligations of an Assignment for the Employer, a Candidate will use his/her best efforts to prevent unauthorized publication or disclosure of any of the Employer's Proprietary Information. Candidate agrees that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible or intangible material containing Proprietary Information, whether created by such Candidate or others, which shall come into his/her custody or possession, shall be and are the exclusive property of Employer to be used by Candidate only in the performance of his/her duties for the Employer and shall not be copied or removed from Employer's premises except in the pursuit of the business of Employer as required to perform an Assignment.

Candidates may elect to block notifications from certain Employers he/she does not wish to receive notifications from or work for by "blacklisting" that Employer. Candidate may elect to unblacklist an Employer.

10. Relationships Among Candidate, Employer, and BMD

- - Status as Independent Contractor

Nothing in these Terms of Service or in the Candidate Agreement or Recruiter Agreement will be construed as creating a partnership, joint venture, or employer-employee relationship, nor will Candidate be construed as BMD's employee or agent. User also agrees that in any matter relating to Services among Employer or Candidate and BMD, BMD will be acting as an independent contractor to BMD's Users and nothing in these Terms of Service will be construed as creating a partnership, joint venture, or employer-employee relationship, nor will BMD be construed as Employer or Candidate's employee, agent, franchisee, or servant.

Candidate will perform Assignments according to a manner and means of Candidate's own choosing, or as agreed upon between Candidate and Employer. Employer will, at its sole expense, provide any tools or other equipment required to perform the applicable Assignment. Each Candidate (Liability insurance must be obtained by hygienists, Dentists, and specialists) and Employer shall maintain a valid insurance policy, commensurate with industry standards, to remain in effect during and through the time that such Party acts as an independent contractor or employees with regard to other Users under these Terms of Service.

BMD disclaims any responsibility for determining whether a Candidate is an independent contractor or employee of Employer, and in the event that such a dispute arises between Employer and Candidate, Employer and Candidate are responsible for determining the status of Candidate under applicable law or regulation.

- - Candidate-Specific Representations

If and to the extent that You use the Platform as a Candidate:

- - 1. In any matter relating to Your performance under these Terms of Service, including without limitation Your obligations with respect to BMD and any Employers for whom You perform Assignments or offer to perform Assignments, You will be acting as an independent contractor, and not as BMD's employee or agent;
 2. You are solely responsible for all costs incurred by You. You shall not hold Yourself out as having authority to make contracts or promises on behalf of any other party;
 3. You represent and warrant to BMD that, for the Assignment that You offer to complete for an Employer, You have the right to provide such an offer and that

You are capable of performing and fit for performing any offers for Assignments that You provide hereunder;

4. You represent and warrant to BMD and to any Employer with which You perform Assignments that You have all necessary licenses, professional experience, and legal qualifications to perform the Assignments that You agree to do and You maintain a valid insurance policy commensurate with industry standards. Liability insurance must be obtained by hygienists, Dentists, and specialists to remain in effect during and through the time that You act as an independent contractor or employee;
 5. You represent and warrant to BMD that You will keep all information related to Your Assignment, including without limitation any offers to complete Assignments, up-to-date on the Platform by notifying BMD of any changes that would affect the accuracy of such information;
 6. You covenant to BMD and to any Employer with which You perform Assignments that any tax documents that You file or otherwise submit with regard to Assignments shall be consistent with being an employee or independent contractor of each Employer with which You perform Assignments;
 7. You covenant to BMD and to any Employer with which You perform Assignments that You will comply with the Health Information Portability and Accountability Act and all applicable associated rules and regulations, as may be amended from time to time, as well as all other applicable laws, rules, and regulations;
 8. You hereby grant to BMD and its Users the right to distribute Your Information to Employers with which You may complete Assignments, without restriction, and You acknowledge that Your Information may be widely disseminated and viewed by large numbers of people;
 9. BMD may display advertisements on the Platform or in connection with Your Profile without any payment obligation to You;
 10. Any relationship You enter into with an Employer or with BMD will be short-term and will be limited to the extent needed to complete the applicable Assignment. You further acknowledge and agree that BMD disclaims all responsibility for providing You with any specific volume of Assignments as a result of a contract that You may enter into with any Party;
 11. You understand that as an independent contractor, if applicable, you may not be covered by the Employer's workers' compensation insurance policy. You are solely responsible for providing your own workers' compensation insurance coverage, and You have no expectation of coverage under the Employer's coverage.
- Employer-Specific Representations

If and to the extent You use the Platform as an Employer:

- 1. You agree to honor the commitments You make to Candidates via the Platform;
 2. You represent and warrant to BMD that You are allowed to make purchasing decisions on behalf of Yourself or for the person or entity You represent, and that You will only request Assignments and place orders for Assignments that You have been authorized to request by such person or entity;
 3. You will comply with the Health Information Portability and Accountability Act and all applicable associated rules and regulations, and all other applicable laws, rules, and regulations;
 4. You represent and warrant to BMD, and to any Candidate who provides You with Assignments, that any agreements to provide Assignments or to retain a Candidate do not conflict with any agreements You have with third parties;
 5. BMD may display advertisements on the Platform or in connection with Your Profile without any payment obligation to You;
 6. BMD disclaims all responsibility for providing You with any specific volume of Candidates to handle Assignments that you post to our Platform;
 7. You will comply with all applicable state, federal, and international laws, and assume all responsibility for making payments related to social security, unemployment insurance, disability insurance, or worker's compensation insurance;
 8. If you connect with a professional through BMD, all temporary and permanent work assignments and working interviews with that professional must be booked through BMD Dental and fees paid according to the applicable Fee Schedule; and
 9. You are required to report to BMD if you decide to work with BMD Users outside BMD Dental within 12 months of the last agreed work assignment. If you fail to do so, you agree to pay the applicable fee set forth in the Recruiter Agreement.

11. Rating System; Online Messaging System; Electronic Communications

- **Ratings**

As a User of the Platform, You may rate (on the Platform) the performance, conduct, professionalism, knowledge, and other criteria of Counterparties whom with You transact business, and You understand that the Counterparties may rate You on similar criteria on the Platform (collectively or individually, "Ratings"). This means that Candidates may rate the Employer dental office, and that such ratings will be visible to other Candidates. The Ratings are based on the most recent 25 reviews. BMD will not release Users' Ratings for the viewing of the general public or for any Users that have not registered with the Platform. Users can view the number of stars a particular Employer or Candidate has only if and when BMD provides Ratings as part of the information that a User is looking for in deciding to engage with a Counterparty. At

that time, BMD will reveal Candidate Ratings, Profile information, and License Verification to Employers, and will reveal Employer Ratings and Profile information to Candidates.

Any Ratings that are provided by Counterparties are solely the evaluation or rating of such Counterparty. BMD disclaims any responsibility for the accuracy or quality of any Ratings.

BMD may, without prior notice and in its sole discretion, decide whether the content of Ratings violate these Terms of Service for any reason. If BMD believes that Your Ratings contain inappropriate Content, BMD may remove the Content of such Ratings, in whole or in part, and/or terminate Your access to BMD's Services. BMD reserves the right to remove any Ratings, in whole or in part, from BMD's Platform at any time and at BMD's sole discretion.

- Online Messaging System

BMD may offer an online messaging system, as determined by BMD. Users shall use such messaging system as permitted herein.

- Responsibility for Ratings

BMD is not responsible or liable for the conduct of Users or for views, opinions, and statements expressed in Content submitted for public display through its Platform, such as through an online messaging system, or for Content that is privately displayed to registrants of the Platform, such as Stars of Employers and Candidates or in the job posting comment box. BMD does not prescreen information exchanged in online messaging systems or listed in Employer and Candidate Ratings. With respect to such messaging systems and Ratings systems, BMD acts as a passive conduit for distribution and BMD is not responsible for the Content contained therein. Any opinions, advice, statements, services, offers, or other information in Content expressed or made available by Users of an online messaging system or Ratings system are those of the respective author(s) or distributor(s) and not of BMD. BMD neither endorses nor guarantees the accuracy, completeness, or usefulness of any such Content. BMD is responsible for ensuring that Content submitted to this Platform is not provided in violation of any copyright, trade secret, or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from infringement of copyrights, trade secret, or other intellectual property rights, or any other harm resulting from Your uploading, posting or submission of Content to this Platform.

- Monitoring

BMD has the right, but not the obligation, to monitor Content submitted to the Platform through an online messaging or Rating system to assess compliance with these Terms of Service and any other applicable rules that BMD may establish. BMD has the right in BMD's sole discretion to edit or remove any material submitted to or exchanged in any online messaging system or Ratings system provided through this Platform. Without limiting the foregoing, BMD has the right to remove any material that BMD, in its sole discretion, finds to be in violation of these Terms of Service or otherwise objectionable, and You are solely responsible for the Content that You post to this Platform.

- **Consent to Electronic Communications**

You consent to receiving all documents, agreements, and other communications (collectively, “Communications”) from BMD electronically. BMD may make Communications available via its methods for contacting You on the Platform or through an email address, phone, text, mail that You provide to BMD. Communications may include without limitation information on offers for Assignments or acceptance of offers for Assignments, updates to BMD’s Terms of Service or Privacy Policy, statements related to Your account, federal and state tax statements, and other information that BMD may provide from time to time. To receive such Communications, You may need certain hardware and software, as specified by BMD. If You would like to receive a written copy of Communications, You acknowledge that there may be a delay in providing You with a copy, You must have provided BMD with an accurate physical address, and You agree to pay the reasonable fees assessed by BMD for delivering You such Communications to a physical address specified by You.

If Your email address becomes invalid or electronic Communications are otherwise returned to BMD, BMD reserves the right to terminate Your account.

12. Taxes

BMD is only a venue for connecting Employers that require temporary or permanent Assignments with Candidates who can provide such Assignments. You are solely responsible for understanding and evaluating any tax liability related to the request or delivery of Assignments through the Platform, and for determining the need to report any Assignments pursuant to the requirements of local, state, or federal law. BMD cannot and does not offer tax advice to Users nor does BMD provide any tax documentation to Users; BMD recommends that You consult with a tax advisor for such advice and documentation. You are solely responsible for any taxes arising from Your use of the Platform, any Content contained therein, and for the Services that You request or perform therein, excluding BMD’s income.

Candidates who are U.S. citizens or other U.S. persons (as defined in IRS Form W-9) are required to provide a completed IRS Form W-4, W-9, to be updated annually, or upon any change in the Candidate’s tax status and/or change in the Candidate’s name or TIN. Other Users are required to provide the data necessary to complete the necessary tax reporting forms, to be updated annually, or upon any change in the Users’ tax status and are required to complete IRS Form W-8. Neither Approved Payroll Provider nor BMD are required to make any payments to a Candidate who has not provided the foregoing information.

Employer and Candidate shall be responsible for creating and filing any tax documents.

Users exclusively and solely agree to comply with applicable state, federal, and international laws, and to assume all responsibility for making payments related to any state or federal income taxes, payroll and withholding taxes, social security taxes, unemployment insurance taxes, Medicare taxes, disability insurance or taxes, or worker’s compensation insurance or taxes. BMD disclaims any responsibility for the foregoing, and Candidate and Employer each agree to indemnify and hold BMD harmless against such taxes or contributions. As used herein “taxes” shall mean all taxes, charges, fees, encumbrances, liens, customs, duties, or other assessments, however denominated, including any interest, penalties, additions to tax, or additional taxes that may

become payable in respect thereof, imposed by the United States government, any state, local or foreign government, or any agency or political subdivision of any such government.

13. Some Information About BMD and BMD's Business Practices

You can reach BMD with any questions as follows:

BookMe Dental, LLC.

12111 Beatrice St.

Culver City, CA 9023

Contact@BookMeDental.com

Before a Candidate commences an Assignment, BMD will provide, or will have the Employer provide, to Candidate information about the Assignment. Unless otherwise specified by BMD, BMD hereby notifies each Candidate that all Assignments provided through the Platform require special clothing, tools, licenses, and training.

14. Release

The Platform is only a venue for connecting Users, and except to the extent, if any, that BMD serves as a communications platform between Users and connects potential Candidates and Employers for the performance of Assignment, BMD does not take part in the interaction between Employers and Candidates. As a result of BMD's limited involvement in the actual contact between Employer and Candidate, in the event that You have a dispute with one or more Users, You hereby release BMD, and BMD's officers, directors, agents, investors, subsidiaries, and contractors from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

BMD expressly disclaims any liability or claims that may arise between Users of its Platform.

If You are a California resident, You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

15. Disclaimer of Warranties

BMD disclaims all responsibility for any interactions, correspondences, transactions, and other dealings that You have with any third parties including without limitation Employers or Candidates found on or through the Platform (including on or via linked Platforms or advertisements). Any

such interactions, correspondences, transactions, and other dealings are solely between You and the third party (including without limitation issues related to the content of third-party advertisements, payments, delivery of Assignment or Services). Under no circumstances will BMD be responsible for any loss or damage caused by Your reliance on information in any Content on this Platform. It is Your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice, or other content available through this Platform. You are responsible for seeking the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice, or other Content.

YOU ACKNOWLEDGE THAT THE PLATFORM AND ALL SERVICES, TEXT, IMAGES, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THIS PLATFORM ARE PROVIDED “AS IS” AND ARE BASED IN PART ON ASSIGNMENTS, OR OFFERS FOR EMPLOYMENT OR ASSIGNMENTS, PROVIDED BY OFFICES, AND INFORMATION ABOUT PROFESSIONALS, WHICH ARE NOT OR MAY NOT BE VERIFIED BY BMD, AND THAT ANY ASSIGNMENT ESTABLISHED THROUGH THE USE OF THE PLATFORM IS AT YOUR SOLE RISK AND DISCRETION. BMD’S SUPPLIERS AND BMD’S LICENSORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY RESULT GENERATED THROUGH THE USE OF THE PLATFORM. EXCEPT AS SET FORTH IN THIS SECTION 15, BMD PROVIDES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, NONE OF BMD, ITS AFFILIATES OR LICENSORS WARRANT THAT: (I) THE INFORMATION AVAILABLE ON THIS PLATFORM IS FREE OF ERRORS; (II) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THIS PLATFORM WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (III) DEFECTS WILL BE CORRECTED, OR (IV) THIS PLATFORM OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, NONE OF BMD, ITS AFFILIATES OR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, OR CONTENT OF ANY SERVICES, INFORMATION, OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE SERVICE.

None of BMD, BMD’s affiliates, or BMD’s licensors is responsible for the conduct, whether online or offline, between Employers and Candidates.

None of BMD, BMD’s affiliates, or BMD’s licensors guarantee that any of Your personal information, including without limitation User Information provided by You, results on any License Verification that BMD and its affiliates and licensors conduct on You, as well as Ratings submitted by other Users about Your performance, whether accurate or not, will not be misappropriated, intercepted, deleted, destroyed, or used by others.

16. Indemnification

By using this Platform or our Services, You agree to indemnify, hold harmless, and, at BMD's option, defend BMD and its officers, directors, and agents from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with Your use of this Platform or Services or from the performance or non-performance of any Assignments by You or Your Counterparty.

17. Limitation of Liability

BMD will make commercially reasonable efforts to secure its Platform from mischief, understanding, however, that BMD may rely on information provided to it by Users and contained in their Profiles, and that mistakes and security breaches such as hacking can nonetheless occur. User acknowledges and agrees that BMD will bear no liability to User for any matter or claim arising from the foregoing.

IN NO EVENT SHALL BMD BE LIABLE TO ANY USER OF THIS PLATFORM OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO, OR USE OR MISUSE OF THE PLATFORM OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF BMD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

YOU AGREE AND ACKNOWLEDGE THAT BMD'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF SERVICE, THE PLATFORM, THE CONTENT, OR SERVICES REQUESTED OR RENDERED BETWEEN PROFESSIONAL AND OFFICE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE COMMISSIONS RETAINED HEREUNDER BY BMD IN THE THEN-PRIOR 6 MONTH PERIOD.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

18. Third-Party Platforms, Products, or Services

- Links to Third-Party Platforms

This Platform may contain links to non-BMD Platforms that are provided to You as a convenience. Any outside Platform accessed from the Platform is independent from BMD, and BMD has no control over the content of such Platforms. BMD is not responsible for the content of any linked Platform or for any loss or damage incurred in connection with Your use of such links or dealings with the operators of such non-BMD Platforms.

- No Implied Endorsements

Any reference or link to any third party or third-party product or service is not an approval, guaranty, or endorsement by BMD of that third party or of any product or service provided by a third party. You are responsible for exercising appropriate judgment and caution.

19. Termination

- Termination by BMD

BMD may terminate any User's access to the Platform, in BMD's sole discretion, for any reason and at any time. BMD is not liable to You or any third party for any termination of Your access to the Platform.

- Termination by You

You may terminate Your Account at any time by contacting BMD at contact@BookMeDental.com with request to be disabled/inactivated. If You are an Employer and You delete Your Account while outstanding payments are due to one or more Candidates with whom You have transacted business, Candidate acknowledges that the risk that an Employer with whom the Candidate transacts business may default on payment obligations is borne by the Candidate voluntarily and entirely at the Candidate's own risk. BMD disclaims all responsibility related to such transactions.

- Reactivation

Provided that You deleted Your Account or You allowed Your Account to lapse by not using Your Account for a sufficiently long period, You may reactivate Your Account by following the process set forth by BMD, during a time period established by BMD from time to time following the deletion or deactivation of Your Account. If Your Account may no longer be reactivated, BMD may, in its discretion, permit You to create a new account.

- Survival

In addition to accrued obligations, the following sections may survive the termination or expiration of these Terms of Service: Section 7(a) (Platform and Content), Section 7(b) (Content Ownership and License), Section 9 (Confidentiality; Blacklisting), Section 11(c) (Responsibility for Ratings), Section 12 (Taxes), Section 14 (Release), Section 15 (Disclaimer of Warranties), Section 16 (Indemnification), Section 17 (Limitation of Liability), Section 21(d) (Survival), Section 22 (Governing Law), Section 23(b) (Agreement to Arbitrate), and Section 23 (Miscellaneous).

20. Governing Law

This Agreement shall be governed by California law, without regard to its conflict of laws provisions. The Parties consent to and select state and federal courts in California as the jurisdiction and venue to resolve any disputes arising from or related to this Agreement.

21. Dispute Resolution

- **A. Mediation.**

Before invoking the binding dispute resolution mechanism set forth in this section, the parties must first participate in mediation of any dispute arising under this Agreement. The mediator will be selected from the list of mediators maintained by either the Contra Costa County Bar Association or the American Arbitration Association. The mediation will be held at a location mutually-agreed upon in Contra Costa County. The mediation will be conducted according to the Commercial Arbitration Rules and Mediation Procedures (“Rules”) of the American Arbitration Association. The cost of mediation will be borne by the parties equally. At least 10 business days before the date of the mediation, each side will provide the mediator with a mediation brief and copies of all supporting documents. Each party will send to the mediation a person who has authority to bind the party. If a subsequent dispute will involve third parties, such as insurers or subcontractors, they will also be asked to participate in the mediation. If a party has participated in the mediation and is dissatisfied with the outcome, that party may invoke the dispute resolution provisions in Section B of this section.

- **Arbitration.**

Except for disputes relating to Your or BMD’s intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents) as expressly provided in this Section, You agree that all disputes between You and BMD (whether or not such dispute involves a third party) arising out of or relating to these Terms of Service, the Services, the Agreement, and/or Privacy Policy shall be finally resolved by arbitration before a single arbitrator. You and BMD mutually agree to arbitrate before a neutral arbitrator (the “Arbitrator”) any and all disputes or claims by and between You, on the one hand, and BMD, its parent, subsidiary, and affiliated corporations and entities, and each of their present and former officers, directors, agents, and employees (the “Recruiter Parties”), on the other hand, including but not limited to any and all claims arising from or relating to this Platform, Your use of the Platform (including any Website therein or linked thereto), or any Recruiter Agreement, or Candidate Agreement as the case may be, whether such disputes or claims arise in tort, in contract, or under a statute, regulation, or ordinance now in existence or that may in the future be enacted or recognized, or on any other basis, including the arbitrability of any dispute under this Agreement.

Arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive method of resolving any and all existing and future disputes or claims arising by and between the parties.

Claims or disputes expressly excluded from arbitration by a federal statute or otherwise validly excluded by arbitration as a matter of law, and claims expressly required to be arbitrated under a different procedure are not covered by this Agreement and shall therefore be resolved in another appropriate forum.

Nothing in this Agreement should be interpreted as restricting or prohibiting a party from filing a charge or complaint with a federal administrative agency charged with investigating or prosecuting complaints, including but not limited to the Equal Employment Opportunity Commission or National Labor Relations Board. However, any dispute or claim that is not resolved through the federal agency shall be submitted to arbitration in accordance with this Agreement.

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1. *Final and Binding Arbitration.* The arbitration of disputes and claims under this Agreement shall be instead of a trial before a court or jury. You and BMD are expressly waiving any and all rights to a trial before a court or jury regarding any and all disputes and claims that they now have or may in the future have that are subject to arbitration under this Agreement, provided, however, that nothing in this Agreement prohibits either party from seeking provisional remedies in court in aid of arbitration including temporary restraining orders, preliminary injunctions, and other provisional remedies.
2. *Arbitration Procedures.* A demand for arbitration shall be filed and served on the opposing party within the statute of limitations that is applicable to the claim(s) on which arbitration is sought or required. Any failure to demand arbitration within this time frame and according to this Agreement shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration to the same extent such claims would be barred if the matter proceeded in court (along with the same defenses to such claims). Except as provided in this Agreement, any arbitration shall be conducted in accordance with the most current rules of Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (A copy of the rules may be obtained at the American Arbitration Association website adr.org). You and BMD shall select a mutually agreeable Arbitrator from a list of arbitrators provided by the American Arbitration Association. If, after proceeding in accordance with the rules for selection of an arbitrator, the parties cannot agree to an arbitrator, an arbitrator may be selected by the American Arbitration Association. Unless the parties agree otherwise, the arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. In any arbitration under this Agreement, the Arbitrator shall allow reasonable discovery to prepare for arbitration of any claims. At a minimum, the Arbitrator shall allow at least that discovery that is authorized or permitted by the American Arbitration Association and such other discovery required by law in arbitration proceedings. Nothing in this Agreement relieves either party from any obligation they may have to exhaust applicable administrative remedies before arbitrating any claims or disputes under this Agreement. The Arbitrator shall

allow the parties to file dispositive motions, including but not limited to motions for summary judgment, partial summary judgment, and summary adjudication of issues.

CLASS ACTION WAIVER: You and BMD agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis. There will be no right or authority in arbitration for any dispute to be brought, heard, or arbitrated as a class, collective, or representative, or for either party to be a participant in any purported class, collective, or representative, including without limitation pending but not certified class actions. (Hereafter, this agreement will be referred to as the “Class Action Waiver.”) Disputes regarding the validity and enforceability of this Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action, and (2) a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

The Arbitrator shall issue a written reasoned award that sets forth the essential findings and conclusions on which the award is based. The Arbitrator shall have the authority to award any and all relief authorized by applicable law in connection with the asserted claims or disputes. The Arbitrator’s award shall be subject to correction, confirmation, or vacation, as provided by any applicable law setting forth the standard of judicial review of arbitration awards.

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3. *Place of Arbitration.* The arbitration shall take place in Contra Costa County, California, or as otherwise required by law. You and BMD are waiving all rights to a trial or hearing before a court or jury of any and all disputes and claims subject to arbitration under this Agreement.

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22. General Provisions.

- Governing Law. These Terms and Conditions shall be governed by California law, without regard to its conflict of laws provisions. You and BMD consent to and select state and federal courts in California as the jurisdiction and venue to resolve any disputes arising from or related to this Agreement.
- Integrated Agreement. These Terms and Conditions, the Candidate Agreement, and Recruiter Agreement (as the case may be), and the Privacy Policy constitute the complete agreement between You and BMD and supersedes any and all prior

understandings, conversations, and proposals, and may not be amended, except by written agreement executed by the parties.

- Relationship. Nothing contained herein is intended to create an employment relationship or an agency relationship between You and BMD. Neither You nor BMD may assign their rights or responsibilities under this contract without the expressed written consent of the other.
- Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court, arbiter, or any trier of fact finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision the terms herein would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- Non-Waiver. The failure of BMD to take action under these Terms and Conditions, the Recruiter Agreement, and Candidate Agreement (as the case may be) or the Privacy Policy or the waiver of a breach of this Agreement shall not affect BMD's rights to require performance hereunder or constitute a waiver of any subsequent breach.
- Headings. The paragraph headings herein are for convenience only and shall not limit or otherwise affect any of the terms hereof.
- Attorneys' Fees and Costs. Should any party hereto commence or maintain any action at law or in equity including, but not limited to, administrative or alternative dispute resolution against the other party hereto by reason of the breach or claimed breach of any term or provision of these Terms and Conditions, the Recruiter Agreement, and Candidate Agreement (as the case may be) or the Privacy Policy, the prevailing party in the action shall be entitled to recover court costs which include, without limitation, reasonable attorneys' fees and expert fees.
- No Construction Against Drafters. No provisions of these Terms and Conditions, the Recruiter Agreement, and Candidate Agreement (as the case may be) or the Privacy Policy shall be constructed against or interpreted to the disadvantage of any party by any court by reason of such party's having or being deemed to have drafted, prepared, or imposed such provision.
- Enforceability. If any provision of this Agreement is held unenforceable by arbiter or court of competent jurisdiction, the other provisions will remain in full force. If legally permitted, the unenforceable provision will be replaced with an enforceable provision that as nearly as possible gives effect to the parties' intent.