



Customer Service Agreement

Last Updated: February 10, 2017

This Customer Service Agreement (this "Agreement") is by and between Dental Innovations Inc., an Idaho corporation ("Provider") and you and/or any company or other entity you represent (collectively "Customer") that uses the Services (defined below). By using the Services, Customer agrees to the terms and conditions in this Agreement. PLEASE READ CAREFULLY. BY INDICATING YOUR ACCEPTANCE, YOU ARE AGREEING THAT CUSTOMER IS BOUND BY THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THESE TERMS, CUSTOMER IS NOT PERMITTED TO USE THE SERVICES.

1. Provision of Services.

(a) Provider will allow Customer access to Provider's text- and Internet-based service platform that provide a texting and internet-based platform for distributing video, text, images and other dental industry content (the "Services"), pursuant to the terms of this Agreement. Provider reserves the right at any time and in its sole discretion to change Services features and functionality. Providers all reserves the right at any time and in its sole discretion to amend the terms and conditions of this Agreement. Such modification of the Services and/or amended terms and conditions of this Agreement will be effective immediately and incorporated into this Agreement. Your continued use of the Services thereafter will be deemed acceptance of any such changes.

(b) Customer is responsible for compliance with this Agreement, including without limitation the compliance of its employees, officers, agents, and any third-party Customer invites to participate in the Services.

2. Fees, Payments & Refunds.

(a) Customer's use of the Services will result in fees as set forth on Provider's website (www.dentalinnovationsinc.com). The Services fees and charges may be changed by Provider from time to time by sending Customer notification, in electronic, paper or any other form, or by posting an updated fee schedule on the website thirty (30) days prior to changes. Customer agrees that Provider will charge said fees and charges directly to Customer's credit card. Customer will be notified of any credit card billing failure via electronic mail, invoice, or any other means available to Provider, and agrees to pay on all amounts due within thirty (30) days of receipt of such notice that have not been disputed specifically in writing. Customer will be liable for attorneys' and collection fees arising from Provider's efforts to collect unpaid balances.

(b) The Services is billed in advance on a monthly or annual basis, depending on the pricing option selected, and is non-refundable. There will be no refunds or credits for partial months of service, upgrade or downgrade refunds, or refunds for months unused with an open account.

(c) All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

(d) You must provide current, complete and accurate payment information. You must promptly update all payment information to keep Customer's account current, complete and accurate (such



as a change in billing address, card number or expiration date), and you must promptly notify Provider if your payment method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). Changes to such information can be made inside your account dashboard on the website. If you fail to provide Provider any of the foregoing information, you agree that you are responsible for fees accrued on your account. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for you credit or debit card(s) as may be provided by your card issuer or other means.

3. Limitations on Use of Services and Services Software.

(a) As used herein, "Software" refers to any software incorporated into the Services. Customer will not, and will not permit, assist, or allow others to, reverse engineer, decompile, disassemble, re-engineer, or otherwise discover, recreate, or attempt to discover or recreate the Software or its source code. Customer will not modify or attempt to modify the Software or sublicense or charge others to use or access the Software or the Services. Customer will not use the Software or the Services in any way not expressly authorized by this Agreement. Customer shall have no right, title or interest in and to the Software which rights of ownership will always be held by Provider.

(b) If Customer supplies any of their own Content, they certify that each and every part thereof, is an original work by you, or you have obtained all rights, licenses, consents and permissions necessary in order to use. And (if and where relevant) to authorize Provider to use your Content, pursuant to these Terms of Services, including, without limitation, the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public your Content, and each and every part thereof, on, through or via the Websites, any and all Services and any third-party services.

(c) Customer may not use the Services (i) in violation of this Agreement; (ii) to infringe on, violate, dilute or misappropriate the intellectual property rights of any third party or any rights of publicity or privacy; (iii) to violate any law, statute, ordinance or regulation; (iv) to store or post defamatory, inflammatory, trade libelous, threatening, or harassing content; (v) to store or post obscene, pornographic or indecent content or data; or (vi) to introduce or propagate any unauthorized data, malware, viruses, worms, Trojan horses, spyware, worms, other malicious or harmful code. Customer may not use the Services in any application that may involve risks of death, personal injury, property damage or environmental damage. Customer may not interfere with or attempt to interfere with or disrupt the integrity, security, functionality or proper working of the Services. Customer may access the Services only through the interfaces and protocols provided or authorized by Provider. Customer may not compile or use the Provider supplied materials or any other information obtained through the Services or the Provider website for unsolicited direct marketing, spamming, unsolicited contacting of customers, or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations.

4. Security, Privacy, and Access.

(a) Each party will promptly notify the other of any unauthorized access to or use of Customer data or passwords. The parties will use reasonable efforts to take remedial measures to address any such unauthorized access.



(1) Pursuant to the terms of Section 5 below, Provider will not be liable for any damages (direct, incidental or consequential of any kind) incurred by Customer arising out of or related to use of the Services, including without limitation in connection with any unauthorized access to or disclosure of Customer Data, resulting from the actions of Customer, any third party, or from the failure of electronic or other security measures.

(2) Customer acknowledges and agrees that notwithstanding the foregoing provisions of this Section 4(a), Provider may transfer Customer Data to any successor in interest of Provider under this Agreement.

(b) Provider has no obligation to monitor the Services. Provider has the right to monitor the Services and to disclose any information arising out of it, including without limitation Customer Data, as necessary to satisfy any law, regulation, or demand of government or of internal auditors or to protect Provider or its customers. Provider may remove or refuse to post any materials that it finds, at its sole discretion, to be offensive, undesirable, in violation of this Agreement, or otherwise unacceptable. However, Provider has no obligation to remove any such materials.

(c) Customer will not use the Services to transmit, link or store any data that may be considered obscene or pornographic, that contains defamatory material, or that violates federal, state, or local law.

(d) Customer will not disclose any account passwords to any third-party not authorized to use the Services.

(e) Provider will collect, use, and share your information in accordance with its privacy policy. Your acceptance of these terms and conditions means that you have read and agree with the terms of the privacy policy.

5. General Representations and Warranties.

(a) Each party hereto represents and warrants that (i) it has the full right, power and authority (including corporate right, power and authority, as applicable) to enter into this Agreement, (ii) the acceptance of this Agreement and the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a party or by which it is bound, and (iii) when accepted this Agreement will constitute the legal, valid and binding obligation of such party, in accordance with its terms.

(b) In connection with the subject matter of this Agreement, Customer agrees to comply with all applicable federal and state laws and regulations.

(c) Customer represents and warrants that: (i) the information Customer provides in connection with registering for the Services is accurate, complete and in compliance with the requirements hereunder; (ii) if Customer is registering for the Services as an individual, that Customer is at least eighteen (18) years of age and has the legal capacity to enter into this Agreement; and (iii) if registering for the Services as an entity or organization, (1) such entity or organization is duly authorized to do business in the country or countries where it operates, (2) the individual accepting this Agreement and completing the registration for the Services on behalf of the Customer meets the requirements of clause (d)(ii) above and is an authorized representative of such entity or organization, and (3) the employees, officers, representatives and other agents of such entity or organization accessing the Services are duly authorized to access the Services and to legally bind such entity or organization to this Agreement.



(d) Customer represents that it has reviewed the content made available by the Services and that Customer believes all such content to be accurate. Customer understands and represents that it is solely responsible for determining what portions of the content available through the services should be made available to Customer's patients and other recipients.

6. No Warranty; Limitation of Liability.

(a) PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SERVICES AND PERFORMANCE THEREOF, AND WITH RESPECT TO THE SERVICES AND PROVIDER PERFORMANCE UNDER THIS AGREEMENT, SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR DOWNTIME OR BE ERROR FREE. PROVIDER IS NOT A DENTAL OR MEDICAL PROVIDER AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR EFFICACY OF THE CONTENT MADE AVAILABLE THROUGH THE SERVICES.

(b) Furthermore, UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION PROVIDER NEGLIGENCE, WILL PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, COVER, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO THE USE OR INABILITY TO USE THE SERVICE.

(c) IN NO EVENT WILL PROVIDER'S TOTAL LIABILITY FOR ANY DAMAGES, LOSSES, CAUSES OF ACTION, AND RELATED ATTORNEY FEES, WHETHER ARISING IN CONTRACT, TORT, OR EQUITY, INCLUDING WITHOUT LIMITATION NEGLIGENCE, EITHER JOINTLY OR SEVERALLY, EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER TO PROVIDER IN THE SIX (6) MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE.

(d) Customer's sole and exclusive remedy, if it is dissatisfied with the Services or with any terms, conditions, rules, policies, guidelines, or practices of Provider is to discontinue using the Services.

7. Indemnification.

Customer will indemnify and hold harmless Provider and its affiliates, employees, officers, directors, agents, licensors, successors and assigns (all of which are included in the defined term Provider) for, from and against any and all actual or threatened loss, liability, claim, damage, cost, or expense, including, without limitation, attorneys' fees and costs, that may be incurred by Provider arising out of or incurred as a result of:

(a) Customer's violation of this Agreement;

(b) the negligent or willful acts of Customer;

(c) the violation by Customer of Provider's or any third party's rights, including without limitation privacy rights, other property rights, trade secret, proprietary information, trademark, copyright, or patent rights, and claims for libel, slander, or unfair trade practices in connection with the use or operation of the Services; or

(d) any claim for damages by any patient or other third party that received information from Customer that Customer obtained through the Services.



In the event any third-party claim, action, or proceeding that is subject to indemnification under this Section 7, Customer, upon written notice from Provider, will defend the same at its sole cost and expense with legal counsel reasonably satisfactory to Provider. If Customer fails to assume such a defense within a reasonable period of time after such written notice, Provider may proceed to defend or settle the matter with legal counsel of its own selection at Customer's cost and expense. All compromises or settlements will require the prior written consent of Provider. Customer's obligation to indemnify will survive the expiration or termination of this Agreement by either party for any reason.

8. Termination and Cessation of Services.

(a) Either party may terminate this agreement at any time. The following obligations will survive the termination of the Agreement for any reason: (i) indemnification obligations set forth in Section 7 above; (ii) obligations to make payments of amounts that become due under this Agreement before termination; and (iii) any other provision hereof where the context of such provision indicates an intent that it will survive the term or termination of this Agreement.

(b) Provider may deny or may temporarily suspend Customer access to all or part of the Services without notice if Provider believes, in its sole discretion, that Customer may have violated any of the terms of this Agreement.

9. Interruption of Services.

(a) PROVIDER WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO INTERRUPTION OF, OR DEFECTS IN TRANSMISSION OF, THE SERVICE, including without limitation interruptions or defects due to inability to access the Internet or any part thereof, equipment modifications, upgrades, relocations, or repairs. No reduction of payments will be made in the case of temporary interruption of or defects in transmission of the Services.

(b) Provider will not be liable for interruption of or delays in transmission of the Services caused by acts of God, fire, water, riots, acts of Government, acts or omissions of Internet backbone providers, or any other causes beyond Provider's control.

10. Miscellaneous.

(a) This Agreement constitutes the entire Agreement between Provider and Customer regarding the subject matter hereof and expressly supersedes any prior or contemporaneous written or oral agreements between the parties regarding the subject matter hereof, including without limitation any offer, purchase order, or other similar instrument in writing. Customer may not amend, alter, or change this Agreement except by a written agreement signed by Provider. Provider may amend this Agreement as provided in Section 1 of this Agreement.

(b) In the event that any provision of this Agreement is held to be unenforceable, such provision will be construed as nearly as possible to reflect its original intent and the remainder of this Agreement will remain in full force and effect.

(c) Customer's rights in this Agreement are personal and are not assignable. Provider may assign its rights and obligations under this Agreement to third parties.

(d) Provider is controlled, operated and administered exclusively from its offices within the USA. Provider makes no representation that materials made available are appropriate or available for



use at other locations outside of USA and access to them from territories where their contents are illegal is prohibited. Customer may not use Provider or export the Materials in violation of USA export laws and regulations. If Customer accesses Provider from locations outside of USA, Customer is responsible for compliance with all local laws.

(e) This Agreement and all controversies concerning it shall be governed by the laws of the state of Idaho, USA, without giving effect to its conflict of laws provisions.

(f) The parties agree that any claim, controversy, or dispute arising out of or relating to this Agreement shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in Ada County, Idaho, USA, before a panel of three arbitrators, with Provider selecting one arbitrator, the Customer selecting one arbitrator, and the two chosen arbitrators each agreeing to select a third arbitrator. The cost of the arbitrator's fees shall be equally borne by the parties. Any decision rendered by the arbitration panel can be entered by any party as a judgment on the arbitration award in the state and federal courts of Ada County, Idaho, and Customer agrees to submit to the subject matter and personal jurisdiction of such courts. The arbitration panel and the court entering any judgment on an arbitration award may award the prevailing party its reasonable attorney's and expert witness fees. The decision of the arbitrators will be binding; provided, however, that Provider may bring an action in a court of competent jurisdiction for injunctive or other equitable or extraordinary relief as may be necessary to enforce the terms of this Agreement before arbitration may occur.

(g) The remedies provided in this Agreement and at law or in equity are cumulative and not exclusive. The failure by either party to exercise any right or remedy under this Agreement or otherwise available at law or in equity will not be deemed a waiver of any subsequent right or remedy.

(h) No person or entity who is not a party to this Agreement will derive any rights whatsoever hereunder as a third party beneficiary of this Agreement.

11. Acceptance.

The parties acknowledge that they have read the terms and conditions of this Agreement and hereby agree to be bound thereby. This Agreement will become effective upon Customer's acceptance by electronic acknowledgment on Provider website.