

# DENTERACTIVE TERMS OF USE

## Introduction

This website, located at [www.denteractive.com](http://www.denteractive.com) (together with any affiliated or otherwise related or referenced websites, mobile applications or other services, the "Site"), is owned and operated by Denteractive Solutions Inc., a Delaware corporation ("Denteractive," "we," or "us").

This Site facilitates the provision of the Service to registered users. The "Service" includes (i) providing individuals with information on dental care and oral health ("Content"); (ii) help finding and otherwise connecting with a dentist either directly or through a third party referral service; (iii) video conference and messaging support for using the Service as a means of direct access to licensed dentists, physicians, and other healthcare providers (each, a "Dentist" and each such online teledentistry consultation, a "Teledentistry Consultation") for communication, consultations, assessments, and/or treatment; (iv) development and gathering of health care records and health care information with retention of the same for use in Teledentistry Consultations and other Dentist appointments and communications; and (v) administrative support in connection with scheduling and payment for services provided by Dentists.

**IF YOU HAVE A MEDICAL EMERGENCY,  
IMMEDIATELY CALL YOUR DOCTOR OR DIAL 911**

## Acceptance of Terms of Use

Your access to and use of this Site and receipt of any Service are subject to these terms of use ("Terms of Use") which include and fully incorporate by reference (i) the Denteractive Privacy Policy located at [www.denteractive.com/privacy-policy/](http://www.denteractive.com/privacy-policy/); (ii) the Teledentistry Consent Agreement located at [www.denteractive.com/teledentistry-consultation/](http://www.denteractive.com/teledentistry-consultation/) which is applicable to every Teledentistry Consultation; and (iii) the Denteractive Platform Use and TeleDentist Agreement located at [www.denteractive.com/use-agreement/](http://www.denteractive.com/use-agreement/) (together, the "Required Agreements") and as the Terms of Use and each of the Required Agreements may be amended from time to time at Denteractive's sole discretion without further notice to you. Capitalized terms not defined herein have the same meaning as set forth in the applicable Required Agreement and capitalized terms not defined in a Required Agreement have the same meaning as set

forth below. In addition, your use of this Site is also governed by all applicable laws and regulations.

Please read these Terms of Use carefully. If you do not accept and agree to be bound by any of these Terms of Use, you are not authorized to access or otherwise use this Site or any information, the Service or Content contained on this Site. Your access to and use of this Site constitutes your acceptance of an agreement to abide by each of these terms and conditions set forth below. We may change these Terms of Use from time to time without advance notice by posting here or elsewhere on the Site and you will be bound by any such changes if you continue to use this Site after the changes are posted. Unless otherwise indicated, any new Content added to this Site will also be subject to these Terms of Use as in effect upon the date of any such addition. We encourage you to review the Site and the current form of these Terms of Use periodically for updates and changes.

THIS SITE ENABLES COMMUNICATION WITH DENTISTS AND OTHER HEALTH CARE PROVIDERS. IT DOES NOT REPLACE YOUR RELATIONSHIP WITH YOUR DENTIST OR OTHER HEALTH CARE PROVIDER AND DOES NOT PROVIDE DENTAL OR MEDICAL ADVICE, CARE, DIAGNOSIS, OR TREATMENT OTHER THAN FROM THE HEALTH CARE PROVIDERS YOU CONNECT WITH DIRECTLY ON OR THROUGH THE SITE.

This Site is intended for use only by persons who are at least 18 years of age or such other age of majority if different from 18 in your jurisdiction of residence. For individuals who are under age 18 or such other age of majority if different from 18 in their jurisdiction of residence, a parent or legal guardian must accept these Terms of Use on his or her behalf.

## **Your Relationship with Denteractive**

Denteractive provides a platform for you to connect to and consult with Dentists. Such Dentists are independent professionals fully responsible for his or her services and compliance with the requirements applicable to his or her profession and license.

Denteractive does not practice dentistry or any other licensed profession, and does not interfere with the practice of dentistry or any other licensed profession by the Dentists you may access through the Site. You understand that by consulting with a Dentist through the Site, via a Teledentistry Consultation or otherwise, you are not entering into a provider/patient relationship with Denteractive, but rather directly with such Dentist. YOU AGREE THAT YOU WILL NOT HOLD DENTERACTIVE LIABLE FOR ANY LOSS,

INJURY, OR CLAIMS OF ANY KIND ARISING FROM ANY ADVICE YOU OBTAIN FROM A DENTIST VIA THE SERVICE.

## **Site Content**

None of the Content you may access on the Site (other than information you receive from a Dentist following a Teledentistry Consultation) should be considered dental or medical advice or an endorsement, representation or warranty that any particular procedure, medication or treatment is safe, appropriate, or effective for you. Denteractive makes no representation that the Service, Content and/or other material described on the Site are appropriate or available for use in locations outside the United States or all states and territories within the United States.

## **Teledentistry Consultation**

The Service includes Teledentistry Consultations with Dentists by either (i) synchronous (live) or asynchronous (delayed) messaging through the instant messaging functionality available on the Site; or (ii) live, interactive and synchronous video session with live dentists. You will have to agree to the Teledentistry Consent Agreement before you can receive a Teledentistry Consultation. If there is no Dentist available at a particular time, you can request an appointment by emailing [care@denteractive.com](mailto:care@denteractive.com). You will form a direct and independent provider/patient relationship with the Dentist you receive a Teledentistry Consultation from and such Dentist assumes full responsibility for any advice or treatment they provide to you in this manner or otherwise. Our Dentists reserve the right not to diagnose or recommend treatment or a prescription if in their sole judgement they have not been able to establish enough information regarding your case or condition in general.

## **Duty to Provide Information and Access**

If you consult with a Dentist through the Site, you have a duty to provide appropriate real time video access (consistent with any technical and quality requirements described on the Site) to enable effective communication with and an appropriate evaluation by your Dentist. You also have a duty to provide truthful and accurate responses on any patient forms or information requests.

You understand that your Dentist may send you messages, reports, and e-mails via the Site regarding the treatment of your condition. It is your

responsibility to monitor these messages, reports, and e-mails. YOU AGREE THAT YOU WILL NOT HOLD US LIABLE FOR ANY LOSS, INJURY, OR CLAIMS OF ANY KIND RESULTING FROM YOUR FAILURE TO READ THESE MESSAGES OR FOR YOUR FAILURE TO COMPLY WITH ANY TREATMENT RECOMMENDATIONS CONTAINED IN THESE MESSAGES.

## **Accounts, Passwords and Security**

By registering on the Site, users can receive access to the password-protected portions of the Site. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to immediately notify Denteractive of any unauthorized use of your account or any other breach of security of which you become aware involving or relating to the Site by e-mailing Denteractive at [info@Denteractive.com](mailto:info@Denteractive.com). In addition, you agree to keep in confidence your username and password and to exit from your Secure User account at the end of each session. You may not use anyone else's account at any time. YOU AGREE THAT YOU WILL NOT HOLD US LIABLE FOR ANY LOSS, INJURY, OR CLAIMS OF ANY KIND RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

## **Ownership of Information Submitted via the Site**

With the exception of any personal data or information you submit maintained in accordance with our Privacy Policy (which may be governed by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, "HIPAA") or related state-specific privacy laws and regulations), any information you transmit to Denteractive via the Site, whether by direct entry, submission, messaging, email or otherwise, including data, questions, comments, forum communications, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of Denteractive.

Such information may be used for any purpose, including, without limitation, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. Denteractive shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Denteractive via the Site or by any other means for any purpose whatsoever, including, without limitation, developing and marketing products using such information.

## Prohibited Use

Any use or attempted use of this Site (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (iii) that could interfere with any other party's use and enjoyment of the Site; (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (v) to access systems, data or information not intended by Denteractive to be made accessible to a user; (vi) to obtain any materials or information through any means not intentionally made available by Denteractive; or (vii) any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Site, you agree you will not (a) upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity; (b) create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Denteractive representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; (c) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements); (d) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; (e) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature; (f) use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text); (g) upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise; (h) violate any applicable local, state, national or international law; (i) upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party; (j) delete or revise any material posted by any other person or entity; (k) manipulate or otherwise display the Site by using framing, mirroring or similar navigational technology; (l) probe, scan, test the vulnerability of or breach the authentication measures of, this Site or any related networks or systems; (m) harvest or otherwise collect information about others, including e-mail addresses; or (n) use any robot, spider,

scraper, or other automated or manual means to access this Site, or copy any content or information on this Site.

Denteractive reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of a user's access and/or account. Denteractive may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Except as may be expressly limited by the Privacy Policy, Denteractive reserves the right at all times to disclose any information as Denteractive deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Denteractive's sole discretion.

## **Right to Monitor**

Denteractive reserves the right to monitor the use of this Site at any time as it deems appropriate and to remove any materials that, in Denteractive's sole discretion, may be illegal, may subject Denteractive to liability, may violate these Terms of Use, or are, in the sole discretion of Denteractive inconsistent with Denteractive's purpose for this Site.

## **No Denteractive Editorial Control of Third Party Content; No Statement as to Accuracy**

To the extent that any of the Content included in the Site is provided by a Dentist or other third party content provider or other Site users, Denteractive has no editorial control or responsibility over such Content. Therefore, any opinions, advice, statements, products, services or other information expressed or made available by professionals, other third parties or other users on this Site are those of such professionals, third parties or users, respectively. Denteractive does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of the Content displayed on this Site or referenced content of Dentists will not infringe rights of third parties not owned by or affiliated with Denteractive.

## **Third Party Services**

All applications, integrations, software, code, online services, systems or other products that you encounter on this Site that have not been developed by Denteractive are considered "Third Party Services" and are not under our control. This Site makes use of several Third Party Services such as TokBox, Neximo and Twilio among others and your use of any such Third Party Service is at your own risk and subject to the terms of use and privacy policies applicable to each such service, for which we are not responsible and which we encourage you to review. To the extent our Service depends on one or more Third Party Services, we offer no guarantee and assume no responsibility or liability of any type with regard to the availability, performance or security such services which are entirely the responsibility of the owners of each such Third Party Service. Denteractive will not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with your use of any Third Party Service.

## **Links to Third Party Sites**

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## **Termination**

Denteractive may terminate your use of the Site or any of our features or the Service at any time and for any reason without notice for conduct violating these Terms of Use. Upon such termination, you must destroy all Content obtained from the Site and all copies thereof. The provisions of these Terms of Use concerning Site security, prohibited activities, copyrights, trademarks, user submissions, disclaimer, limitation of liability, indemnity and jurisdictional issues shall survive any such termination. You agree that if your use of the Site is terminated pursuant to these Terms of Use, you will not attempt to use the Site under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold Denteractive harmless from any and all liability that Denteractive may incur therefore.

## **Disclaimers**

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## **Limitation of Liability**

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## **Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS DENTERACTIVE ITS AFFILIATES, CONTRACTORS, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, DENTISTS, REPRESENTATIVES, PROPRIETORS, PARTNERS, SHAREHOLDERS, SERVANTS, PRINCIPALS, AGENTS, PREDECESSORS, SUCCESSORS, ASSIGNS, ACCOUNTANTS, AND ATTORNEYS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, SETTLEMENTS, JUDGMENTS, INJURIES, LIABILITIES, OBLIGATIONS, LOSSES, RISKS, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LITIGATION EXPENSES) RELATING TO OR ARISING FROM THIS SITE, YOUR USE OF THIS SITE, YOUR USE OF ANY THIRD PARTY SERVICES, YOUR FRAUD, VIOLATION OF LAW, OR WILLFUL MISCONDUCT, AND ANY BREACH BY YOU OF THESE TERMS OF USE.

## **Notices**

Any notices to you from Denteractive regarding the Site or these Terms of Use will be posted on this Site or made by e-mail or regular mail.

## **Electronic Communications**

When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

## **Intellectual Property Rights**

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## **Notice and Procedure for Making Claims of Intellectual Property Infringement**

Denteractive respects the intellectual property of others and takes the protection of copyrights and all other intellectual property very seriously, and Denteractive asks our users to do the same. Denteractive therefore employs measures to prevent copyright and other intellectual property infringement on the Service. Pursuant to Title 17, United States Code, Section 512(c)(2), if you believe that your work has been copied in a way that constitutes copyright or other intellectual property infringement, please send a written notification of the claimed copyright or other intellectual property infringement to the following Designated Agent:

Denteractive Solutions Inc.  
Attn: Legal  
23 Corporate Plaza, Suite 150  
Newport Beach, CA 92660

Under Title 17, United States Code, Section 512(c)(3)(A), to be effective the notification must include substantially the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- Identification of the copyrighted work or other intellectual property that you claim has been infringed, or if multiple copyrighted works or other intellectual property on the Service are covered by the notice, a representative list of such works;
- Identification of the material that you claim is 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 Denteractive to locate the material;
- Information reasonably sufficient to permit Denteractive to contact you, such as your name, address, telephone number and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright or other intellectual property owner, its agent, or the law; and
- A statement by you that the notification is accurate, and under penalty of perjury, that you are the copyright or other intellectual property owner or authorized to act on the copyright or other intellectual property owner's behalf.

Do not send any inquiries unrelated to copyright or other intellectual property infringements to the contact listed above.

## **Entire Agreement**

These Terms of Use, the Required Agreements and any other policies or consents Denteractive may post on this Site or that you and Denteractive may agree or otherwise consent to constitute the entire agreement between Denteractive and you in connection with your use of the Site and supersedes any prior agreements between Denteractive and you regarding use of the Site, including prior versions of these Terms of Use.

## **Governing Law; Venue; Severability of Provisions**

The Terms of Use are governed by the laws of the State of California and the United States of America, without regard to any conflicts of law provisions. You also consent to the adjudication of any disputes arising in connection with our Service in the state and federal courts located in Orange County, CA. You also agree to attempt to mediate any such dispute and to abide by all limitations of liability contained herein.

All parts of these Terms of Use apply to the maximum extent permitted by law. We both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

## **No Agency Relationship**

Neither these Terms of Use, the Required Agreements, the Service, nor any Content, materials or features of this Site create any partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.

## **Remedies**

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

## **Assignment**

You may not assign any of your rights under these Terms of Use, and any such attempt will be null and void. Denteractive may, in its discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms of Use if some or all of the assets or business of Denteractive is transferred to another entity by way of merger, sale of its assets or otherwise.

## **Contacting Us**

If you have any questions or concerns about these Terms of Use, please contact us [here](#) or at the mailing address provided below. We will attempt to respond to your questions or concerns promptly after we receive them.

Mailing Address:

Denteractive Solutions Inc.  
Attn: Legal  
23 Corporate Plaza, Suite 150  
Newport Beach, CA 92660

These Terms of Use were last updated on **September 10, 2020**.