

TERMS AND CONDITIONS

DENTAL MEMBERSHIP PLAN MEMBER

LAST REVISED: June 21, 2023

The following terms and conditions (“**Terms**”) govern your enrollment and participation in a dental membership plan (“**Dental Membership Plan**”) being offered by an independent dentist or dental practice (“**Dentist**”) and your use of the DentalHQ, LLC (together with its affiliates, successors, and assigns hereinafter referred to as “**DentalHQ**”) online platform (the “**Platform**”) to enroll in and administer your Dental Membership Plan membership (the “**Platform Services**”), including the payment of your Dental Membership Plan fees (the “**Membership Fees**”). These Terms and your enrollment in a Dental Membership Plan constitute a binding agreement between you and DentalHQ (the “**Agreement**”). If you do not agree to these Terms, do not use the Platform to enroll in a Dental Membership Plan.

THE DENTAL MEMBERSHIP PLAN IS **NOT AN INSURANCE PLAN** AND IS NOT INTENDED TO REPLACE DENTAL INSURANCE. THE DENTAL MEMBERSHIP PLAN IS NOT A QUALIFIED HEALTH PLAN UNDER THE AFFORDABLE CARE ACT NOR A MEDICARE PRESCRIPTION DRUG PLAN. THE MEMBERSHIP FEE IS NOT AN INSURANCE PREMIUM. NEITHER THE DENTAL MEMBERSHIP PLAN, THE DENTIST OFFERING THE DENTAL MEMBERSHIP PLAN, NOR DENTALHQ ARE LICENSED INSURERS, HEALTH MAINTENANCE ORGANIZATIONS, OR OTHER UNDERWRITERS OF HEALTH CARE SERVICES. **DENTALHQ DOES NOT OFFER OR PROVIDE ANY DENTAL MEMBERSHIP PLANS, MAKE PAYMENTS FOR A DENTAL MEMBERSHIP PLAN OR ANY MEMBERSHIP FEES, OR PROVIDE OR PAY FOR ANY DENTAL SERVICES.**

1. DENTAL MEMBERSHIP PLANS

A Dental Membership Plan is a membership program for prepaid dental services. Dental Membership Plans provide a set of specified dental services (“**Included Services**”) to patients for no out-of-pocket fees other than the Membership Fee. In addition, the Dentist offering the Dental Membership Plan may provide a discount for some or all of the Dentist’s services that are not Included Services (“**Non-Included Services**”). You must consult with the Dentist for the fees for such Non-Included Services. DentalHQ does not determine what services are considered Included Services, the amount of the Membership Fee, nor any discount that may be applicable to Non-Included Services.

The Dental Membership Plan is not a dental insurance plan; it is a loyalty program between you and any other individuals that you enroll in the Dental Membership Plan through your Account (each such person, including you, a “**Plan Participant**”) and the Dentist. By enrolling in the Dental Membership Plan and making payments required under the plan, you and each Plan Participant becomes eligible to receive the Included Services from the Dentist who offers the plan. To use the Dental Membership Plan, a Plan Participant simply contacts the Dentist and identifies the Plan Participant as a Member of the Dentist’s Dental Membership Plan and schedules his or her appointment. As long as all Plan Participant Membership Fee payments are current, you will not be charged for the Included Services. You are obligated to pay your Dentist directly for any Non-Included Services that your Dentist provides to you or any other Plan Participant, including any sales or use taxes imposed upon the services, in accordance with your Dentist’s payment policies. In addition to and without limiting the other terms and conditions contained herein, the following terms and conditions also apply to the Dental Membership Plan:

- You must be current on all Membership Fees for the Dental Membership Plan for all Plan Participants in order for any Plan Participant to receive any Included Services or discounts for any Non-Included Services;
- A Plan Participant may not combine a Dental Membership Plan with any other discounts, discount plans, dental insurance (including Medicare, Medicaid, other

forms of government insurance or assistance, and/or any private insurance plan or policy), or in-office promotion;

- It is possible that, during the course of treatment by a Dentist, he or she may discover a dental or health condition, such as periodontal disease, that may require further treatment – the costs associated with any further treatment for any Plan Participant are your responsibility;
- Discounts provided under the Dental Membership Plan apply only to services provided by the Dentist and not products that the Dentist may sell or services rendered by a dentist other than the Dentist;
- Any late fees or missed-appointment fees that the Dentist may charge for any Plan Participant will still apply and will be your responsibility. You should contact the Dentist regarding any such fees or penalties.

2. ACCOUNT SIGN-UP

To enroll in a Dental Membership Plan using the Platform, you must open an account (the “**Account**”). You represent that all information you provide during the Account sign-up process and at any time thereafter, for yourself and for all Plan Participants (collectively, the “**Account Information**”), will be true, accurate, complete, and current, and that you will promptly update your Account Information as necessary such that it is, at all times, true, accurate, complete, and current. You represent that for each Plan Participant that you enroll under your Account, you have all legal authority to enroll such Plan Participant, and you agree that you shall be responsible for all costs and expenses incurred by such Plan Participant under the Dental Membership Plan, including all applicable Membership Fees.

DentalHQ will use and maintain your Account Information subject to and consistent with the terms set forth in our Privacy Policy [<https://www.dentalhq.com/privacy>]. The Agreement incorporates the terms and conditions set forth in our Privacy Policy. By accessing the Platform and/or participating in the Dental Membership Plan, you are consenting to have your personal data and the personal data of all Plan Participants used by us as set forth in these Terms and the DentalHQ Privacy Policy.

You may enroll multiple Plan Participants under your Account. Plan Participants are restricted to you, your spouse and your or your spouse’s dependent minors, provided that you or your spouse are the legal parent or guardian for each individual enrolled under your Account.

To create an Account, you must be 18 years or older, have a unique “**Contact Method**” (such as an email address or mobile number), and have a valid payment method registered with DentalHQ. You will be required to provide your name and email address and to create a password. To access the Account, the email address and password may be required. As the Account holder, you should not reveal the Account Information to anyone else. You are responsible for maintaining the confidentiality and security of your Account Information and for all activities that occur on or through the Account.

3. PAYMENT TERMS AND PROCESSING

A Plan Participant must sign up for an Initial Term (as defined below) for the Dental Membership Plan. The Dentist offering the Dental Membership Plan that you choose will specify available payment plans for each annual period, such as paying month-to-month for the annual plan or paying in full annually. In each case, Membership Fees will be due in advance, and your payment method on file will be billed accordingly. Membership Fees are billed and due on a Plan Participant by Plan Participant basis. For example, if you sign up to use the Dental Membership Plan on January 1 and specify an annual payment, while you sign up your spouse on March 1 and specify monthly payments, you would have a billing cycle that begins on January 1 of every year and pay an annual fee in advance, while your spouse would have a billing cycle that begins on March 1 of every year and pay 12 monthly fees in advance.

DentalHQ uses a third-party payment processor to collect and process all payments. In order to make payments for all Plan Participants, you may be required to agree to the third-party terms and conditions and/or privacy policy. You are responsible for the timely payment of all fees for all Plan Participants. You agree that DentalHQ may process payment for all Membership Fees associated with the Dental Membership Plan that you choose using the payment method (*e.g.*, credit card, debit card, *etc.*) that you have provided in your Account Information. It is your responsibility to notify your Dentist if your payment method has changed. If you do not provide a valid payment method, or if your designated payment method is determined to be inactive for any reason, your Dentist may immediately discontinue your enrollment in the Dental Membership Plan. **IF PAYMENT IS NOT MADE IN A TIMELY MANNER FOR ANY PLAN PARTICIPANT, ALL PLAN PARTICIPANTS ENROLLED UNDER YOUR ACCOUNT MAY BE DE-ENROLLED OR TERMINATED FROM THE DENTAL MEMBERSHIP PLAN.**

You agree not to cause your credit or debit card company to reverse or “chargeback” any fees charged in accordance with this Agreement. In the event you do so or terminate payments on an annual plan during the then-current term, we and/or your Dentist may terminate your enrollment in the Dental Membership Plan and the enrollment of all Plan Participants under your Account, and you agree to reimburse us and/or your Dentist for any costs incurred in responding to chargebacks or pursuing outstanding balances, including, without limitation, our and your Dentist’s actual costs paid to the credit or debit card company, chargeback fees, outstanding balances for services, and the value of the time our and your Dentist’s employees spend on the matter as determined in our or your Dentist’s discretion in good faith. This may also include referring any and all of your Account Information and any outstanding balances owed to your Dentist to a debt collection agency should you fail to pay in a timely manner.

Your Dentist may change the costs associated with the Membership Fee of the Dental Membership Plan at any time, provided that any change shall only take effect with respect to a Plan Participant upon expiration of the current Initial Term or Renewal Term for that Plan Participant. You will receive a notification to the Contact Method you registered on the Platform of any such change in fees no less than thirty (30) before the new rate becomes effective. If you do not agree to the change(s), you may cancel the membership for all or any Plan Participants at any time prior to the end of the Plan Participant’s then-current annual period. By establishing an Account and enrolling in a Dental Membership Plan through the Platform, you authorize DentalHQ and/or the Dentist in whose Dental Membership Plan you are enrolling to bill you for the applicable Membership Fee for each Plan Participant. For each Plan Participant you may choose to pay an annual payment or 12 equal monthly payments for the annual subscription period. If your payment method on file or billing information changes, it is your responsibility to provide updated information to us on a timely basis.

Your DentalHQ Account dashboard will include real-time data with respect to enrollment information for all Plan Participants, including the beginning of the current enrollment period for each Plan Participant and a history of your payments of Membership Fees for each Plan Participant.

4. **LIMITATIONS**

Not all dental services are Included Services under the Dental Membership Plan. Only those specifically listed by your Dentist as Included Services are provided by your Dentist at no additional charge to Plan Participants. If a Plan Participant requires any dental services that are not Included Services, you are responsible for paying your Dentist for those Non-Included Services at the rates established by your Dentist. You may also be subject to a Dentist’s late payment fee and other applicable office policies. Any disputes over the fees charged by dentists must be addressed directly with the Dentist.

Use of the Platform requires compatible devices, internet access, a unique identifier such as your Contact Method, and certain software; and may be affected by the performance of these factors. You agree that meeting these requirements, which may change from time to time, is your responsibility. We do not represent or guarantee you will be able to access the Platform at all times. Generally, utilization of

Included Services under the Dental Membership Plan does not require use of the Platform, but in the future, DentalHQ may include additional services available to you through the Platform.

Your selection of a Dentist is your responsibility and is not based on any representations made by DentalHQ. DentalHQ does not guarantee that any particular Dentist will continue to offer a Dental Membership Plan for any period of time. In addition, DentalHQ reserves the right to change, modify or make substitutions for any Dentist utilizing the Platform, and from time to time, without notice. DentalHQ will endeavor to keep you up to date such that only participating active Dentists offer a Dental Membership Plan through the Platform. DentalHQ strongly recommends that you confirm that a Dentist is currently a participating Dentist on the DentalHQ Platform before you receive any services from that Dentist.

By enrolling in the Dental Membership Plan, you hereby give permission to DentalHQ and its affiliates to market and offer services to you that may be unrelated to the Dental Membership Plan – but at no point will DentalHQ sell your information to a third party for such purposes. For more information, view our Privacy Policy [<https://www.dentalhq.com/privacy>].

5. RENEWAL, CANCELLATION, AND RE-ENROLLMENT

Each Plan Participant enrolled under your Account will be enrolled in the Dental Membership Plan for a one (1)-year period that commences on the Plan Participant's respective date of enrollment (the “**Initial Term**”). At the end of the Initial Term, the Plan Participant's membership shall automatically renew for successive one (1)-year terms (each a “**Renewal Term**”), unless you terminate the Plan Participant's participation in the Dental Membership Plan prior to the end of the then-current Initial Term or Renewal Term.

You will be contacted at least fourteen (14) days prior to the end of the then-current Initial Term or Renewal Term for each Plan Participant notifying you of the Plan Participant's upcoming auto-renewal.

In order to terminate a Plan Participant's participation in the Dental Membership Plan, **you must contact your Dentist to cancel the Plan Participant's membership** – DentalHQ cannot, on your behalf, cancel a membership in your Dentist's Dental Membership Plan. You must do this at any time prior to the end of the Initial Term or prior to a Renewal Term for the applicable Plan Participant.

Your Dentist may terminate a Plan Participant's membership in the Dental Membership Plan at any time for any reason, including for the non-payment of Membership Fees, or for no reason. If a payment is not received when due, your Account may be placed into “Late” status and your payment method may be retried at various intervals. If payment is not received in a timely manner, your Account will become “Inactive” all Plan Participants enrolled under your Account will no longer be provided Included Services or discounts on any Non-Included Services. Likewise, if you cancel the enrollment of a Plan Participant at any time, the Plan Participant will no longer be able to receive Included Services or discounts on any Non-Included Services. If your Account is in good standing, the cancellation of the enrollment of a Plan Participant will not affect the enrollment of any other Plan Participant. If your Account is terminated for any reason but you decide to re-enroll in the Dental Membership Plan, you may be charged a re-enrollment fee, in addition to any Membership Fees then due.

6. REFUNDS

We do not provide refunds except in potential cases that may fall into the following two (2) situations:

- A. **Billing error**. In order to be considered a “billing error” you must provide sufficient written documentation to demonstrate the existence of a billing error and adequate proof of the amount paid due to such error.

- B. Dental Membership Plan Termination. If your Dentist terminates a Plan Participant's membership in a Dental Membership Plan without your consent or permission, or ceases offering a Dental Membership Plan, your Dentist may provide a pro rata refund to your Account for each affected Plan Participant.

If your case falls within either of the above situations, we may approve a refund based on the information provided and correspondence with your Dentist. DentalHQ does not guarantee that all cases that may be eligible for a refund will be approved for refund, and we reserve the right for any Dentist to refuse a refund for any reason. Should your case be approved for refund, we may only provide a refund to the method of payment where fees were originally charged. We do not provide cash refunds.

7. SMS & EMAIL

BY AGREEING TO TEXT MESSAGE & EMAIL TERMS AND CONDITIONS PROVIDED ON BEHALF OF YOUR DENTIST BY THE DENTALHQ MEMBERSHIP PROGRAM ("PROGRAM"), YOU AGREE TO RECEIVE EMAILS AND/OR TEXT MESSAGES ON YOUR MOBILE DEVICE SUBJECT TO THE TERMS AND CONDITIONS DESCRIBED BELOW. YOU ALSO CONSENT TO RECEIVE AUTODIALED TEXT MESSAGES FROM OR ON BEHALF OF YOUR DENTIST OR THE PROGRAM AT THE MOBILE NUMBER YOU PROVIDE.

- A. Participants may receive an average of 1 to 3 text messages or emails each month while enrolled in the Program.
- B. There is no fee payable to your dentist or the Program to receive text messages; however, your carrier's standard message and data rates may apply.
- C. Data obtained from you in connection with your registration for, and use of, this SMS and/or email service may include your phone number and/or email address, related carrier information, and elements of your membership information, which may be used to administer this program and to provide program benefits such as information about your membership, as well as program updates and alerts.
- D. For additional details on how your data is treated, view our Privacy Policy.
- E. DentalHQ will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator.
- F. The service is available on all major US carriers.
- G. DentalHQ and your dentist reserve the right to rescind, revoke, or amend the Program without notice at any time.
- H. You can unsubscribe from the Program by texting **STOP**. For questions about this program, text **HELP** or contact customer support at support@dentalhq.com.

8. COMPLAINTS

You may submit any complaints regarding the Platform or a billing matter via the Platform, email, or by certified mail to the address provided below; complaints over the telephone cannot be accepted. DentalHQ will use reasonable efforts to respond to your complaint within fourteen (14) days after it is received. Because DentalHQ is not responsible for the services provided by the Dentists, all complaints about the dental services provided by the Dentist, the fees you were charged, or any other dissatisfaction with a Dentist, must be addressed directly with the Dentist.

9. LIMITATION OF LIABILITY

ALL SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE PLATFORM AND OUR PLATFORM SERVICES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, DENTALHQ AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT USE OF THE PLATFORM OR THE PLATFORM SERVICES WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY OR THAT THE PLATFORM OR PLATFORM SERVICES WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PLAN PARTICIPANT OR THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR ANY LOST PROFITS IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO CERTAIN PROVISIONS OF THIS SECTION 8 MAY NOT APPLY TO YOU; HOWEVER, THEY APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF DENTALHQ TO YOU, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE, BREACH OF STATUTORY OR OTHER DUTY), MISREPRESENTATION, RESTITUTION, DELAY, FAILURE TO PERFORM, OR OTHERWISE HOWSOEVER ARISING IN RELATION TO THIS AGREEMENT SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

DENTALHQ MAKES NO REPRESENTATIONS REGARDING ANY DENTIST OFFERING A DENTAL MEMBERSHIP PLAN. DENTISTS ARE INDEPENDENT CONTRACTORS AND ARE NEITHER EMPLOYEES NOR AGENTS OF DENTALHQ OR ITS AFFILIATES. DENTALHQ CANNOT GUARANTEE THE CONTINUED PARTICIPATION OF ANY DENTIST IN THE DENTAL MEMBERSHIP PLAN. DENTISTS ARE SUBJECT TO CHANGE WITHOUT NOTICE AND IF A DENTIST LEAVES THE DENTAL MEMBERSHIP PLAN, AND YOU WISH TO CONTINUE PARTICIPATING IN A DENTAL MEMBERSHIP PLAN, YOU WILL NEED TO SELECT ANOTHER DENTIST.

YOUR DENTIST IS SOLELY RESPONSIBLE FOR THE PROFESSIONAL ADVICE, TREATMENT AND CARE, AS WELL AS THE OVERALL QUALITY OF THE DENTAL SERVICES HE/SHE PROVIDES FOR YOU AND EACH PLAN PARTICIPANT. NEITHER THE DENTAL MEMBERSHIP PLAN NOR DENTALHQ MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY REGARDING ANY ASPECTS OF THE DENTAL SERVICES, OR THE QUALITY OR OUTCOME OF SUCH SERVICES FURNISHED BY DENTISTS. NEITHER THE DENTAL MEMBERSHIP PLAN NOR DENTALHQ HAS ANY RESPONSIBILITY OR LIABILITY TO YOU, ANY PLAN PARTICIPANT, OR ANY OTHER PERSON WITH REGARD TO ANY OF THESE MATTERS, AND YOU MUST ADDRESS ALL OF THEM SOLELY WITH THE DENTIST.

DENTALHQ DOES NOT PROVIDE DENTAL SERVICES OF ANY KIND. ACCORDINGLY, YOU, FOR YOURSELF AND FOR EACH PLAN PARTICIPANT WHO YOU ENROLLS IN A DENTAL MEMBERSHIP PLAN THROUGH THE PLATFORM, AS THE CASE MAY BE, HEREBY FOREVER RELEASE AND DISCHARGE DENTALHQ AND ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, EMPLOYEES, AND AFFILIATES FROM ANY AND ALL LIABILITIES, CLAIMS,

DEMANDS, ACTIONS AND CAUSES OF ACTION, WHATSOEVER, THAT YOU OR SUCH PLAN PARTICIPANT MAY HAVE BY REASON OF ANY DAMAGE OR PERSONAL INJURY SUSTAINED AS A RESULT OF OR IN CONNECTION WITH ANY DENTAL SERVICES PROVIDED TO YOU OR A PLAN PARTICIPANT BY A DENTIST. YOUR SOLE RECOURSE AND THE SOLE RECOURSE OF ANY PLAN PARTICIPANT AGAINST DENTALHQ SHALL BE CANCELLATION OF YOUR ENROLLMENT, OR THE ENROLLMENT OF THE APPLICABLE PLAN PARTICIPANT, IN THE DENTAL MEMBERSHIP PLAN. IF YOU CANCEL YOUR ENROLLMENT, OR THE ENROLLMENT OF A PLAN PARTICIPANT, IN THE DENTAL MEMBERSHIP PLAN, YOU MAY BE ELIGIBLE FOR A REFUND AS DESCRIBED HEREIN.

10. INDEMNITY

You agree to indemnify and hold us and our directors, officers, agents, contractors, affiliates, partners and employees, harmless from and against any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of any claim, action, investigation or proceeding made or instituted by any third party due to or arising out of your or a Plan Participant's participation in the Dental Membership Plan or your or a Plan Participant's access to or use of the Platform or the Platform Services.

You hereby agree not to sue, assist in, or be a voluntary party to, except as required by law, any action, suit, or proceeding against us for any claims, actions, suits, damages, liability, losses, or expenses of whatever kind or however arising out your participation in the Dental Membership Plan.

11. LINKS TO OTHER WEBSITES, SOFTWARE, AND SERVICES

The Platform may contain links to third-party software, services, or websites. We are not responsible for the content, accuracy, or opinions expressed on such software, services, or websites, and such software, services, or websites are not investigated, monitored, or checked for accuracy or completeness by us. Inclusion of any such software, services, or websites on or through the Platform does not imply approval or endorsement of such software, services, or websites by us. If you decide to leave the Platform and access these such software, services, or websites, you do so at your own risk.

12. GOVERNING LAW; ARBITRATION

The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to conflicts of those laws' provisions and, as to matters affecting copyrights, trademarks, and patents, by U.S. federal law. Any dispute or claim arising out of, or in connection with, this Agreement shall be finally settled by binding arbitration in Raleigh, North Carolina, in accordance with N.C. Gen. Stat. § 1-569.1 *et seq.* (the “**Uniform Arbitration Act**”) and the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of North Carolina, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be confirmed, reduced to judgment, and entered in any court of competent jurisdiction. You agree that any provision of applicable law notwithstanding, the arbitrator shall have the authority to award the prevailing party its costs and reasonable attorneys' fees. In the event that the above arbitration provision is held invalid or unenforceable, then any dispute with respect to the Agreement shall be brought and heard either in the North Carolina state courts located in Raleigh, North Carolina, or the federal district court located in Raleigh, North Carolina. In such event, you consent to the *in personam* jurisdiction and venue of such courts. You agree that service of process upon you in any such action may be made if delivered in person, by courier service, by first class mail, and shall be deemed effectively given upon receipt.

13. CHANGES TO THESE TERMS AND CONDITIONS

DentalHQ reserves the sole right at any time to modify, add, discontinue, or delete portions of these Terms. We may notify you of any material changes to these Terms using a Contact Method that you

provided when you registered your Account with us. It is your responsibility to periodically check for communications from us for changes to the Terms. If you do not agree with any new Terms, you must cancel your Account and all Plan Participants must stop using the Platform Services. Your continued use of the Platform, the Platform Services, and/or the Dental Membership Plan after any changes to these Terms constitutes your acceptance of the revised Terms and Conditions.

14. **MISCELLANEOUS**

This Agreement is the entire agreement between you and us pertaining to your and the Plan Participant's participation in the Dental Membership Plan and your and the Plan Participant's use of the Platform and the Platform Services. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. Our failure to exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits. Our delay or failure to exercise any right or provision of these Agreement shall not constitute a waiver of such right or provision. This Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between you and us, and neither you nor DentalHQ has the authority to bind the other under any contract, agreement, or otherwise. We shall not be liable for any failure to perform any of our obligations under this Agreement if the performance is prevented, hindered or delayed due to any cause beyond the reasonable control of DentalHQ including, without limitation, unavailability of any communication system, breach or virus in the processes, sabotage, fire, flood, explosion, acts of nature, civil commotion, riots, insurrection, war, acts of government, *etc.*

Enrollment and membership in the Dental Membership Plan is for your and each Plan Participant's own personal benefit and may not be assigned or delegated by you to any other person. Your violation of this provision, in the discretion of DentalHQ, and/or your Dentist, may result in immediate termination of your Account and/or your or Plan Participant's Dental Membership Plan membership for cause.

Should you have any questions regarding your enrollment in or use of a Dental Membership Plan, please contact us at info@dentalhq.com. Any written notices or inquiries should be addressed to DentalHQ as follows: DentalHQ Member Relations, 8311 Brier Creek Pkwy Ste 105 PMB 99, Raleigh NC 27617.

Any notices provided by DentalHQ to the Members of any Dental Membership Plan offered by a Dentist through the Platform may be given via a Contact Method you provided in your Account. It is your responsibility to periodically check for such notice(s).