

Dental Practice Connect Terms of Service

Last Updated: 04/15/2025 Last Reviewed: 04/15/2025

Welcome to Dental Practice Connect. These Terms of Service ("Terms") form an agreement between Dental Practice Connect LLC ("Dental Practice Connect," "we," or "us") and the customer specified in your Order Form ("Customer" or "you"). By subscribing to our services, you agree to comply with these Terms. Carefully review them before subscribing.

1. Definitions:

- **Acceptable Use Policy:** Usage rules detailed in Section 2(b).
- **Confidential Information:** Sensitive information such as pricing, customer details, software, business practices, and trade secrets.
- **Customer Data:** Data inputted by you or your users into our platform excluding user Feedback.
- **De-identified Data:** Data with identifying personal details removed.
- **Dental Practice Connect Materials:** All software, documentation, content, trademarks, training, and related materials we provide.
- **Feedback:** Suggestions or comments you provide regarding our service.
- **Location(s):** Your office locations authorized to use our services.
- **Modifications:** Updates or improvements to our services.
- **Order Form:** Document detailing your subscription and service orders.
- **Privacy Policy:** Our data-handling policy available at <https://www.DentalPracticeConnect.com/privacy-policy/>.
- **Services:** Support, maintenance, consulting, and professional services we offer.
- **Subscription Service:** Cloud-based access to our software and related services.
- **Term:** Duration of your subscription, including initial and renewal periods.
- **Third-Party Software:** Software owned by third parties licensed to us for your use.

- **Users:** Individuals authorized by you to use our services.
 - **Website:** Our platform where services are accessed.
2. License and Use: We grant you a limited, non-transferable, non-exclusive license to access our Subscription Service during the Term for authorized Locations.

(a) Permitted Use: You may use the Subscription Service internally for business operations and authorize Users to do so solely for your benefit.

(b) Acceptable Use Policy: You and Users may not:

- Violate laws or infringe rights;
- Distribute malicious software or spam;
- Attempt unauthorized access or hacking;
- Copy, reverse-engineer, or modify our services;
- Resell, sublicense, or commercially exploit our services;
- Engage in activities disrupting service operations;
- Promote or market unauthorized third-party products;
- Use bots or automated methods to access services;
- Encourage or enable violations of these rules. Violations may result in service suspension or termination.

(c) Modifications: We may periodically update services to enhance functionality.

(d) Your Data Responsibility: You ensure the accuracy and legality of Customer Data. We may use this data solely to deliver our services.

(e) User Compliance: You are responsible for your Users' compliance with these Terms.

(f) Third-Party and Open Source Software: Our service may include third-party components governed by separate licenses.

(g) Free Trials: Trials are provided "as-is" without warranty. Cancel before trial completion to avoid charges.

(h) Limitations: Calculations of value created during practice valuation are illustrative examples only. The true Fair Value of a practice is determined by marketing to a pool of unrestricted and unencumbered buyers and sellers. The calculation of value should not be used in legal settings including for issues of probate, divorce,

3. Support and Services:

- Technical Support: Contact us via email (support@dentalpracticeconnect.com) for assistance.
- Professional Services: Additional services available upon mutual agreement and separate arrangements.

4. Ownership:

- Dental Practice Connect Ownership: We retain full rights and ownership of our Subscription Service, software, and materials. Dental Practice Connect also owns all right, title, and interest in and to any de-identified or aggregated Customer Data, "De-Identified Data"). Any rights not expressly granted herein are reserved by Dental Practice Connect
- Customer Ownership: You retain ownership of Customer Data. Customer Data does not include Feedback, Usage Data, or De-identified Data.
- Feedback: Dental Practice Connect shall own all rights and title to Feedback, and may incorporate it into any of its software, products and services. Dental Practice Connect shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Customer in the performance of these Terms, regardless of whether it is based on or incorporates any Feedback.
- Usage Data: We own and may use anonymous service usage data.

5. Fees and Payment:

- Payment Terms: Fees must be prepaid as stated in the Order Form.
- Taxes: You are responsible for applicable taxes.
- Fee Changes: We will notify you at least 30 days in advance of fee adjustments.
- Late Payments: Late payments incur interest and may lead to service suspension.

6. Term and Termination:

- Subscription Term: Subscriptions automatically renew unless canceled with 30 days' notice.
 - Termination: Either party may terminate upon material breach or business cessation after providing 30-day notice and cure period.
 - Termination Effects: Outstanding fees become due; you may request data within 30 days post-termination.
7. Confidentiality: Keep all Confidential Information secure and use it only per these Terms.
 8. Privacy and Security: We implement industry-standard security to protect your data. Our Privacy Policy outlines personal information handling. Immediately report any security breaches or unauthorized access.
 9. Communications: We may communicate essential service updates and promotional materials. We reserve the right to remotely assist and record service-related calls.
 10. Customer Warranties: You warrant that you have authority to agree to these Terms, your Customer Data is lawful, and your use complies with all applicable regulations.
 11. Disclaimers and Liability:
 - Our services are provided "as-is" without warranties.
 - We hold no liability for third-party content or services.
 - Our liability is capped at fees equivalent to three months of service.
 12. Indemnification: You agree to indemnify us against claims arising from your service misuse or data-related violations.
 13. Arbitration: Disputes must be individually arbitrated in Harris County, Texas, with no class actions permitted.
 14. Assignment: You may not assign or transfer rights without our prior consent, except in cases of mergers or business sales.
 15. Copyright Issues: Report infringement claims to legal@dentalpracticeconnect.com.
 16. General Terms:
 - Entire Agreement: These Terms constitute the complete agreement.

- Governing Law: Governed by Texas law, disputes resolved in Harris County.
- Severability: If any provision is invalid, the remainder remains enforceable.
- Notices: Communications are electronic unless otherwise stated.
- Relationship: Each party is independent without agency authority.

17. Contact Information: Dental Practice Connect LLC 11523 Avondale Rd NE, Ste 115
Redmond, WA 98052 Support: support@dentalpracticeconnect.com Legal:
legal@dentalpracticeconnect.com