

TERMS OF USE

Rev. 03/08/2019

By using or attempting to use the Site, you certify that you are a resident of the United States and are at least 18 years of age. You also certify that you are not a person barred from receiving Services under the laws of the United States or other applicable jurisdiction. If you do not meet these requirements or, if for any reason, you do not agree with all of the terms and conditions contained in these Terms of Use, you must stop using the Site immediately.

These Terms of Use (“ToU”) govern the use of the Dental Finance’s web-based “Portal” and/or this “Website” (the “Portal” or the “Website”) which are managed by DentalFinance.com, Inc., a Delaware Corporation having a principal place of business at 2900 W Ray Rd. Ste 3, Chandler, AZ 85224, which, together with its subsidiaries, affiliates, assignees and its and their respective officers, directors, employees and agents shall be referred to in this Agreement as “DENTALFINANCE.COM”, “we” or “us.” You should regularly review the ToU, as they are subject to change. “You”, “Your” or “yours” means the consumer using the Portal or the Website

1. GENERAL TERMS AND CONDITIONS

All use of the portal is subject to the ToU. By visiting and using this Portal or this Website, you acknowledge, accept, and agree to all the terms, conditions, and privacy policies described or incorporated by reference below. The ToU represents a binding contract between you and DENTALFINANCE.COM and are in addition to any other agreements between you and DENTALFINANCE.COM, if any, and any other agreements that govern your use of products, services, content, tools, and information available on the portal. If you do not agree with anything contained in the ToU, please do not submit information to, access information from, or otherwise utilize this Portal or Website.

You agree that we may modify the ToU at any time. We will have no further obligation to notify you of any modifications. It is your responsibility to review the ToU from time to time, to see if modifications have been made. Any modification is effective immediately upon posting on the portal. Your continued use of the portal following modification of the ToU will be conclusively deemed to signify your acceptance of the modification. Notwithstanding the aforesaid, for any material changes, we will seek your consent to the extent required by law. DENTALFINANCE.COM reserves the right, at any time, to modify or discontinue, temporarily or permanently the portal (or any part thereof) without notice.

You agree to keep business information and trade secrets of DENTALFINANCE.COM, including, but not limited to, terms and pricing which are not publicly disclosed, and any user account information confidential until such information becomes known to the public generally and except to the extent that disclosure may be required by law, regulation or legal process.

2. PRIVACY

Your privacy is very important to us. DENTALFINANCE.COM’s Privacy Policy explains how we treat your personal information and protect your privacy when you are using the portal. By using the portal, you agree that DENTALFINANCE.COM may use your information as set forth in the Privacy Policy. We designed our Privacy Policy to make important disclosures about how you can use the portal to share with others and how we collect and can use your



content and information. You are subject to the DENTALFINANCE.COM Privacy Policy which may be found by clicking the “Privacy Policy” link on the bottom footer of the Portal or Website and is incorporated herein by reference.

3. REGISTRATION

To use the portal, you may be required to complete the registration process. You agree that the registration information you provide is accurate, complete and current, and you further agree to promptly update that information to keep it accurate, complete and current. If you register on behalf of a business entity or other organization, you represent and warrant that you have the authority to provide the information required and to bind the organization to the ToU.

Once you have registered, to the extent registration was required for you, you will receive or will be able to create or input a user identification (“User ID”) and password. You are responsible for maintaining the confidentiality of your User ID and password and are responsible for all activities that occur using your User ID and password, whether or not expressly authorized by you. DENTALFINANCE.COM will not be responsible for any damages resulting from the unauthorized use of your User ID or password. You agree to notify us immediately of any such unauthorized use or any other breach of security. Access and use of the portal is not authorized by any other person or entity using your User ID and you are responsible for preventing such unauthorized use. Individuals and entities whose privilege to use the portal has previously been terminated by DENTALFINANCE.COM may not register for the portal, nor may you designate any of those individuals to use your User ID on your behalf.

4. USE OF THE PORTAL; LIMITATIONS; ACCEPTABLE USE

The portal is designed to connect potential borrowers with potential lenders to enable your customer to finance the purchase of goods or services from you by obtaining funds to pay for medical procedures or other services offered by you or a physician, other healthcare provider or Merchant. You understand, acknowledge and agree that (i) DENTALFINANCE.COM is not involved in the actual transaction between you, the physician, healthcare provider, merchant or their respective practice or store (the “Merchant”) providing the services of any lender, nor are we liable for consumer’s repayment of any loan once a transaction among a customer, a Merchant and lender has been completed; and (ii) DENTALFINANCE.COM is not a loan broker, does not make lending decisions on behalf of any Merchant or any lender, does not offer or make solicitations to lend and is not an agent, representative or broker of the Merchant or any lender. You understand, acknowledge and agree that DENTALFINANCE.COM makes no representations or warranties, including without limitation, as to any information contained on an application which was provided by you, or as to any results from any Merchant’s or lender’s use of the personal nonpublic financial information provided on the portal, including without limitation, whether or not a consumer will be approved for a financing transaction by a Merchant or a lender or that a certain percentage of consumers will be so approved.

You confirm, acknowledge and agree that you will provide true and accurate information about yourself and/or your businesses, and to update and maintain such information.

Your use of the portal is conditioned upon the following representations being true: (a) You are of the age of majority in your state of residence; (b) you are able to form a binding contract with us; (c) you are not prohibited by law from accessing the portal or have not previously



been banned, terminated or otherwise denied access to the portal; (d) you are not acting on behalf of a person whose access to the portal has been previously terminated or otherwise denied by us.

As conditions of your use of the portal, you agree to comply with the ToU and all applicable laws and regulations in connection with your use of the portal. You will not violate, attempt to violate or knowingly facilitate the violation of the security (including access control or authentication systems) or integrity of the portal. Without limiting the foregoing, you agree not to (a) attempt to or enable others to attempt to gain unauthorized access to any other accounts, computer systems or networks connected to any DENTALFINANCE.COM server or to any of the content provided through the portal (the "Materials"), through hacking, password theft or any other means; you will not impersonate another user of the portal; (b) attempt or enable others to attempt to obtain any Materials through any means that DENTALFINANCE.COM has not intentionally made available on the portal including using any automatic or manual process to search or harvest information from the portal; or (c) use the portal or the Materials in any manner that could damage, disable, overburden or impair any DENTALFINANCE.COM server or the network(s) connected to any DENTALFINANCE.COM server, or that might interfere with any other person's access to or use or enjoyment of any Materials.

Without limiting the above, you are expressly prohibited from: (a) any resale or commercial use of the portal; (b) any collection and use of any product or service listings, descriptions, prices or any other information posted on the portal for any purpose other than your own personal use or as otherwise permitted in an agreement between DENTALFINANCE.COM and yourself ("Permitted Use"), including, without limitation, any purpose competitive to DENTALFINANCE.COM or any commercial purpose, including marketing; (c) any downloading or copying of any materials contained in the portal for any reason other than for a Permitted Use, or any use of data mining, robots or similar data gathering and extraction tools; or (d) using the portal to access or collect any personally identifiable information, including account names, email addresses or other such information for any purpose, including, without limitation, commercial purposes.

DENTALFINANCE.COM does not have any part in the creation of the materials and information which you provide and DENTALFINANCE.COM cannot and does not confirm the accuracy of information provided and/or information contained in the written materials provided, if any. If DENTALFINANCE.COM permits you to input information into the portal, you may not input any information or content that:

is promotional in nature, including solicitations for funds or businesses, without the prior written authorization of DENTALFINANCE.COM;

constitutes junk mail, unsolicited commercial messages ("spam"), chain letters, pyramid schemes or the like;

is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, is racially, ethnically, religiously or otherwise objectionable, or otherwise violates the legal rights of others;

you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
or

contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware, or telecommunications equipment.

DENTALFINANCE.COM reserves the right to edit, restrict or remove any content you provide for any reason at any time. The information and materials made available through the portal may contain typographical errors or inaccuracies. In addition, DENTALFINANCE.COM does not control the information provided by other users that is made available through the portal. DENTALFINANCE.COM reserves the right to refuse service, terminate relationships, and/or cancel orders in its discretion. You agree that you will have no claim against DENTALFINANCE.COM, its affiliates, and DENTALFINANCE.COM's affiliates respective successors, assigns, shareholders, partners, members, officers, directors, managers, licensors, employees and advisors in their individual and representative capacities (collectively, the "Released Parties"), for any actual or alleged infringement of any proprietary rights, rights of privacy or publicity, moral rights or rights of attribution in connection with our use of any content you provide.

5. E-MAIL

YOU MAY NOT SEND UNSOLICITED E-MAILS OR E-MAIL THAT INCLUDES FALSE OR MISLEADING INFORMATION IN THE RETURN ADDRESS OR IN THE SUBJECT LINE TO ANYONE WHOSE E-MAIL ADDRESS INCLUDES THE DOMAIN NAME DENTALFINANCE.COM. YOU MAY NOT USE OUR DOMAIN NAME AS A PSEUDONYMOUS RETURN E-MAIL ADDRESS FOR ANY COMMUNICATIONS THAT YOU TRANSMIT FROM ANOTHER LOCATION OR THROUGH ANOTHER SERVICE. YOU MAY NOT PRETEND TO BE SOMEONE ELSE – OR SPOOF THEIR IDENTITY – WHEN USING THE PORTAL OR THE WEBSITE.

6. INTELLECTUAL PROPERTY; COPYRIGHT

The contents of the portal, website, and any products or services provided or sold by DENTALFINANCE.COM, including the portal's likeness, text, graphics, logos, button icons, images, audio and video clips (if any) and software, as well as the compilation of businesses, lenders and opportunities listed on the portal, are the property of DENTALFINANCE.COM or it otherwise has the right to use them as part of the portal, and are subject to the copyright or other intellectual property rights of DENTALFINANCE.COM and/or to the terms of licenses held by DENTALFINANCE.COM. Such intellectual property is protected by federal and state law. Without DENTALFINANCE.COM's prior written consent you may not reproduce, modify, distribute, transmit, republish, display or perform the content and software on the portal, or of any products or services sold by DENTALFINANCE.COM. You may copy information from the portal only as may be strictly necessary for your own use to view, save, print, or transmit it. The commercial use or public dissemination of any information and data gathered from DENTALFINANCE.COM is strictly prohibited, unless specifically authorized in writing. Any violation of the foregoing clause may subject you to compensatory and punitive damages and shall specifically also entitle DENTALFINANCE.COM to equitable relief, in addition to any other available remedies.



By submitting information or other material to us, you grant DENTALFINANCE.COM a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right to use, reproduce, modify, adapt, publish, create derivative works, and distribute such materials or portions of such materials, in any form or medium known or later developed, in furtherance of the terms of the ToU and the actions and transactions contemplated hereby. Nothing in the portal or elsewhere shall be construed as granting any license or right to use, implied or otherwise, any mark displayed on the portal without the written permission of DENTALFINANCE.COM or the third-party owner of the mark. You agree that you will not and will not allow others to decompile, disassemble, reverse engineer, copy, use, merge, disclose, sell or transfer the underlying source code or structure or sequence of DENTALFINANCE.COM's technology or delete or alter author attributes or copyright notices. You are limited to use the portal submit loan applications for your customers or to allow your customers to submit loan applications under your Merchant account and you shall use the portal solely for your own use and shall not allow others to use the portal under or through your account.

7. FORUMS AND USER CONTENT

DentalFinance.com and its designees may host message boards, blog feeds and other forums found on the Site (collectively, the "Forums"), and you may have the ability to provide or upload to the Site creative suggestions, ideas, notes, concepts, information, content, audio recordings, videos, photographs, graphics, artwork or other copyrighted works and materials (collectively, "User Content").

By sending or transmitting User Content to DentalFinance.com, or by posting such User Content to any area of the Site, YOU GRANT US AND OUR DESIGNEES A PERPETUAL, WORLDWIDE, NON-EXCLUSIVE, UNLIMITED, TRANSFERABLE, FULLY SUBLICENSEABLE (THROUGH MULTIPLE TIERS), ASSIGNABLE, ROYALTY-FREE, FULLY PAID UP, IRREVOCABLE RIGHT AND LICENSE TO USE, REPRODUCE, DISTRIBUTE (THROUGH MULTIPLE TIERS), MODIFY, ADAPT, COMBINE WITH OTHER WORKS, CREATE DERIVATIVE WORKS OF, PUBLICLY PERFORM, DISPLAY, STORE, DIGITALLY PERFORM, PUBLISH (ON THE SITE, ON ANY OTHER WEBSITE(S), IN PRINT, RADIO, TELEVISION OR ELSEWHERE), MAKE, HAVE MADE, SELL, OFFER FOR SALE, IMPORT AND COMMERCIALIZE USER CONTENT, OR ANY PORTION THEREOF, IN ANY MANNER AND CONTEXT (INCLUDING BUT NOT LIMITED TO USAGE IN COMMERCIAL, ADVERTISING OR PROMOTIONAL MATERIALS), NOW KNOWN OR IN THE FUTURE DISCOVERED, IN DENTALFINANCE.COM'S SOLE DISCRETION, IN ANY WAY, IN ANY AND ALL MEDIA NOW KNOWN OR HEREINAFTER DISCOVERED, WITHOUT LIMITATION AND WITHOUT ANY COMPENSATION OR ACKNOWLEDGMENT TO YOU OR ANY THIRD PARTY. To the extent permitted by law, you specifically waive any "moral rights" in and to the User Content. The foregoing grant includes without limitation, any copyrights and other intellectual property in and to your User Content. None of the User Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any User Content. If you have any User Content that you would like to keep confidential and/or do not want others to use, do not post it to the Site. DentalFinance.com IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU POST TO THE SITE.

If DentalFinance.com does decide, in its sole discretion, to attribute User Content to you, you hereby grant DentalFinance.com the right to use your member name with respect to such attribution, and hereby completely and irrevocably release and forever discharge us from and waive any claims (including, without limitation, any privacy or publicity rights claims) with



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You further acknowledge that DentalFinance.com (a) is under no obligation to post, display or otherwise use any User Content, and (b) has no obligation whatsoever to pay you any royalty or other amounts on any revenues or other consideration that DentalFinance.com receives directly or indirectly from the use or display of your User Content or otherwise from the exercise of DentalFinance.com's rights granted under these Terms of Use. You hereby agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against DentalFinance.com or its owners/operators, affiliates, and/or licensors, or any other person, on the grounds that any use of User Content, or any derivative works thereof, infringe any of your rights as creator of the User Content, including, without limitation, trademark rights, copyrights, publicity rights, privacy rights and moral rights.

Information on our Forums may be provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with DentalFinance.com. You acknowledge that a large volume of information is available in our Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, offensive, indecent, objectionable, obscene, threatening, harassing or encourages any such conduct, or that otherwise violate any of the Codes of Conduct, and you hereby completely and irrevocably release and forever discharge us from and waive, any legal or equitable rights or remedies you have or may have against DentalFinance.com with respect thereto. We neither endorse nor are responsible for such messages or statements, or for any opinion, advice, information or other utterance made or displayed on the Site or Forums by third parties, whether such third parties are visitors to the Site, members of the DentalFinance.com community or others. The opinions expressed in the Forums reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of DentalFinance.com. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on such information obtained through the Site. If notified by a user of User Content that allegedly does not conform to these Terms of Use, DentalFinance.com may in its sole discretion investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Content.

You shall be solely responsible for your own User Content and the consequences of posting or publishing them. In connection with User Content, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to the User Content and to grant the rights and licenses to DentalFinance.com under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all User Content in the manner contemplated by the Site and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of such person in the manner contemplated by the Site and these Terms of Use or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian. You further understand that the internet has no geographical boundaries, and you therefore agree to comply with all local rules regarding online conduct and acceptable User Content. You also agree to comply with all applicable laws regarding the transmission of technical data exported

from the United States or the country in which you reside.

You acknowledge and agree that we have the right to disclose such User Content and the circumstances surrounding their transmission to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests.

DentalFinance.com reserves the right to delete from the Site any User Content, postings or member names and will cooperate fully with any law enforcement officials and/or agencies in any investigation, up to and including complete and immediate termination of your registration and/or accounts with DentalFinance.com. You acknowledge that DentalFinance.com may or may not pre-screen User Content, but that DentalFinance.com and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Content that is available via the Site. Without limiting the foregoing, DentalFinance.com and its designees shall have the right to remove any User Content that violates these Terms of Use or is otherwise objectionable, as determined in their sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content created by DentalFinance.com or submitted to DentalFinance.com, including without limitation information in DentalFinance.com's message boards and in all other parts of the Site.

8. DIGITAL MILLENNIUM COPYRIGHT ACT

DENTALFINANCE.COM expects its users to respect the intellectual property rights of others. We may remove Materials that appear in our sole discretion to infringe upon the intellectual property rights of others and it is our policy to restrict the access rights of repeat infringers. If you believe a work protected by a U.S. copyright you own has been posted without authorization, you may notify the DENTALFINANCE.COM copyright agent, and provide the following information:

A physical or electronic signature of the person authorized to act on behalf of the copyright owner,

Identification of the copyrighted work or works claimed to have been infringed,

A detailed description of the material you claim is infringing, together with information sufficient to enable us to locate it, including the URL where the infringing material appears,

Your address, telephone number and e-mail address,

A statement by you that you believe in good faith belief that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent or the law, and

A statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed.

The DENTALFINANCE.COM copyright agent can be reached at:

legal@dentalfinance.com

IMPORTANT NOTE: THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING DENTALFINANCE.COM THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

9. ELECTRONIC COMMUNICATION

The communications between you and DENTALFINANCE.COM are electronic. You consent to receive communications from DENTALFINANCE.COM in an electronic form, including email. You agree that all terms and conditions, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. DENTALFINANCE.COM will use reasonable efforts to honor any request you may have to opt out from receiving emails. You hereby confirm and agree that your sole remedy in connection with any email sent by DENTALFINANCE.COM to you shall be stopping the use of the portal.

10. RULES FOR SWEEPSTAKES, CONTESTS, AND GAMES

In addition to these Terms of Use, any sweepstakes, contests, games or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from these Terms of Use. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. DentalFinance.com urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms of Use, governs any information you submit in connection with such activities. To the extent such rules conflict with these Terms of Use, such rules shall control with respect to the particular Promotion.

11. THIRD-PARTY LINKS POLICY

The portal or the website may contain links to third party websites. Any such link is provided only as a convenience. The inclusion of any link does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by DENTALFINANCE.COM of any information contained in any third-party website. In no event shall DENTALFINANCE.COM be responsible for the information contained on any third-party website or your use of or inability to use such website. You should also be aware that the terms and conditions of such website and the website's privacy policy may be different from those applicable to your use of the DENTALFINANCE.COM web-based portal. You should read such terms and conditions and privacy policies carefully before using any such third-party website.

YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE THIRD-PARTY WEBSITES AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD-PARTY.

YOU HEREBY IRREVOCABLY WAIVE ALL RIGHTS RELATED TO, AND RELEASE THE RELEASED PARTIES FROM AND AGAINST, ANY LIABILITIES ARISING FROM OR



RELATED TO THE CONTENTS OF ANY THIRD-PARTY WEBSITE.

12. THIRD PARTY CONTENT

Certain portions of the portal, may contain unedited or third-party content. All postings, messages, text, images, links to third-party websites or other materials published or otherwise made available through this section (the “Content”) are the sole responsibility of the person(s) who originated such Content and DENTALFINANCE.COM does not control such content, does not investigate or validate such Content and is under no obligation to monitor such content; provided that DENTALFINANCE.COM reserves the right at all times (but will not have an obligation) to remove any Content in its sole discretion. By using this Content, you understand that you may be exposed to Content that is, without limitation, inaccurate, inappropriate, misleading, unlawful, offensive or otherwise objectionable, and that DENTALFINANCE.COM makes no representations or warranties regarding the Content and is not responsible or liable in any manner for the Content or the conduct, whether online or offline, of any user. The Content does not constitute legal or financial advice and must not be used in the place of legal counsel or financial due diligence. You should independently evaluate and verify all Content.

13. TERMINATION

If you want to terminate your legal Agreement with DENTALFINANCE.COM, you may do so by: (a) notifying DENTALFINANCE.COM at 1-866-520-0912 or (b) closing your account. DENTALFINANCE.COM may terminate your right to use the portal at any time in its sole discretion, with or without cause, and without notice to you. Some circumstances in which DENTALFINANCE.COM may exercise this right to terminate your right to use the portal include, without limitation: (a) you have breached any provision of the ToU; (b) you have engaged in conduct which DENTALFINANCE.COM, in its sole discretion, considers to be unacceptable; (c) DENTALFINANCE.COM is required by law to do so; or (d) DENTALFINANCE.COM no longer provides the portal. The provisions relating to Intellectual Property, Disclaimer of Warranties and Limitation of Liability, Indemnification, Data Storage, Access outside the United States and General shall survive any termination.

14. NO WARRANTY; LIMITATION OF LIABILITY

Any material you access, download, or otherwise obtain through the portal is obtained at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results therefrom.

DENTALFINANCE.COM AND ALL OF ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE PORTAL OR WEBSITE, INCLUDING THE INFORMATION, DATA, SOFTWARE, OR PRODUCTS CONTAINED THEREIN, OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF, (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING, AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE ACCESS OR USE; (D) ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PORTAL OR WEBSITE, THE PORTAL OR WEBSITE OR ANY PART THEREOF. THE PORTAL OR WEBSITE AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS AND YOUR USE OF THE portal IS AT



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NEITHER DENTALFINANCE.COM NOR ANY OF ITS AFFILIATES, SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING LOSS OF EARNINGS, GOODWILL OR DATA, WORK STOPPAGE, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR OTHER INTANGIBLE LOSSES (EVEN IF THE PARTIES ENUMERATED ABOVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF (I) THE USE OR INABILITY TO USE THE PORTAL OR WEBSITE, THE PORTAL OR WEBSITE OR ANY PART THEREOF, ERRORS, OMISSIONS, VIRUSES AND MALICIOUS CODE OR OTHER INACCURACIES IN THE PORTAL OR WEBSITE, THE PORTAL OR WEBSITE OR ANY PART THEREOF OR (II) INFORMATION OR MATERIALS AVAILABLE OR ACCESSIBLE THROUGH THE PORTAL OR WEBSITE, THE PORTAL OR WEBSITE OR ANY PART THEREOF. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. TO THE EXTENT THE ABOVE DISCLAIMER OR THE LIMITATIONS SET FORTH HEREIN ARE PROHIBITED BY LAW, THEIR APPLICABILITY SHALL BE LIMITED TO THE MINIMUM PERMITTED BY LAW.

This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure.

YOU HEREBY AGREE THAT DENTALFINANCE.COM'S TOTAL AGGREGATE LIABILITY AND YOUR SOLE REMEDY AGAINST DENTALFINANCE.COM ARISING OUT OF OR RELATING TO THE USE OF THE PORTAL OR WEBSITE SHALL NOT EXCEED THE TOTAL AMOUNT YOU (OR ANY OTHER USER) PAID TO DENTALFINANCE.COM FOR THE PORTAL OR WEBSITE FROM THE EFFECTIVE DATE OF THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT.

15. INDEMNITY

You agree to indemnify and hold DENTALFINANCE.COM and the Released Parties harmless from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your use of the portal, any materials contained in the portal, any breach of the ToU or the materials it incorporates by reference, including without limitation the DENTALFINANCE.COM Privacy Policy, or your violation of any law, regulation, order or other legal mandate, or the rights of a third party.

16. CHOICE OF LAW; DISPUTES

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of the State of Nevada without giving effect to conflict of laws principles thereof. Each party



irrevocably agrees to submit to the exclusive jurisdiction of the state and federal courts sitting in Clark County any claim or matter arising under or in connection with this Agreement, provided that the limitation set forth in this Section above shall not prevent DENTALFINANCE.COM from seeking injunctive relief in any other jurisdiction. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

17. DATA STORAGE; ACCESS OUTSIDE OF THE UNITED STATES

Your personal information will be processed for DENTALFINANCE.COM by D&B, TransUnion, Experian, Equifax or similar third-party providers, whose data protection and privacy protections may not afford the same level of protection as required by laws of certain countries, such as the member nations of the European Union. We make no claims that the portal or any of its contents are appropriate or may be downloaded or accessed outside of the United States. If you access the portal from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your country. You may not use or export any content of the portal in violation of U.S. export laws and regulations.

18. SEVERABILITY

Should any clause, section, subsection, word, or use of a word or phrase within these Terms of Use be found to be legally unenforceable, such item shall be stricken from these ToU as though they had never contained the legally enforceable item. In such instances, these ToU shall be construed as though such item had never existed and the surviving portions of the ToU shall be given full weight and authority in all matters. The parties irrevocably agree and consent that when such language may be found unenforceable, these TOU shall be construed so as to provide for the intent of the parties in having the original language, and such construction shall seek to give the intent of the language proper consideration and enforcement, when possible.

19. ENTIRETY OF THE AGREEMENT

These ToU shall solely represent the full and complete terms and conditions of use of the website, portal, services, and such products as may be provided by DENTALFINANCE.COM. Any verbal or written representation, promise, entreaty, pledge, advertisement, or any other form of entreaty, plea, or promise, shall be given no weight nor effect. These ToU shall represent the full and complete agreement of the parties. Should the subscriber disagree with such ToU, they should promptly and immediately cease and desist all use of the service. The parties irrevocably agree that no outside material shall be considered to be legally binding nor to have legal effect on these TOU.

Additional, enforceable agreements referred to as "Provider Agreements" may be executed from time to time. In such instance of conflict, the Provider Agreement shall take precedent in clarifying, superseding, or otherwise dictating the terms of these TOU. If there is no Provider Agreement between the parties, then these TOU shall be the sole authority.

20. GENERAL

All rights not otherwise expressly granted to you by the ToU are reserved to



DENTALFINANCE.COM. You agree that no joint venture, partnership, employment, or agency relationship exists between you and DENTALFINANCE.COM as a result of the ToU or any use of the portal. The failure of DENTALFINANCE.COM to exercise or enforce any right or provision of the ToU shall not constitute a waiver of such right or provision. If any provision of the ToU is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the court should give effect to the parties' intentions as reflected in such provision, and the other provisions of the ToU shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the portal or the ToU must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the ToU are for convenience only and have no legal or contractual effect. Neither the course of conduct between you and DENTALFINANCE.COM, nor trade practice shall act to modify any provision of the ToU. The ToU are not assignable, transferable or sub licensable by you. In the case of any conflict between the terms of the ToU and the terms of your agreement with DENTALFINANCE.COM, the terms of that agreement with DENTALFINANCE.COM shall control.

21. ARBITRATION CLAUSE

YOU HAVE READ THIS ARBITRATION CLAUSE CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW.

- a. Either party to the ToU, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Arbitration Clause, unless you opt out as provided in (b) below. As used in this Arbitration Clause, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of the ToU, the Website, the Portal, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of (f) below) the validity or enforceability of this Arbitration Clause, any part thereof, or any loan transaction entered into in connection with the use of the Portal. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross -claims, third-party claims, or otherwise. The scope of this Arbitration Clause is to be given the broadest possible interpretation that is enforceable.
- b. You may opt out of this Arbitration Clause for all purposes by sending an arbitration opt-out notice to [2900 W Ray Rd. Ste, 3 Chandler, AZ 85224], which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Agreement. The opt-out notice must clearly state that you are rejecting arbitration; identify the ToU to which the opt-out applies by date; provide your name and address; and be signed by you. You may send the opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Clause. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.



- c. The party initiating arbitration shall do so with the American Arbitration Association (the “AAA”), JAMS or any other arbitration organization or arbitration administrator to which the parties agree in the event that AAA or JAMS cannot conduct the arbitration. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Clause or any countervailing law. In the case of a conflict between the rules and policies of the administrator and this Arbitration Clause, this Arbitration Clause shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the arbitration administrator apply.
- d. If we elect arbitration, we shall pay all the administrator’s filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator’s rules. We shall pay the administrator’s hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator’s rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys’ fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.
- e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three- arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross -appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Clause and the administrator’s rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act (“FAA”), and may be entered as a judgment in any court of competent jurisdiction.
- f. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section (f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid



and unenforceable. Any challenge to the validity of this section (f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

- g. This Arbitration Clause is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Clause. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.
- h. This Arbitration Clause shall survive (i) suspension, termination, revocation, closure, or amendments to the ToU and the relationship of the parties; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or Note or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity. If any portion of this Arbitration Clause other than section (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section (f) are finally adjudicated pursuant to the last sentence of section (f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Clause.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION CLAUSE. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

The ToU contains an ARBITRATION CLAUSE governed by the Federal Arbitration Act. By consenting to the ToU, you waive your rights to a jury trial as well as to participate in class action litigation, and you agree to arbitrate disputes. You read the ARBITRATION CLAUSE before signing.

22. NOTICE REGARDING ELECTRONIC COMMERCIAL SERVICES FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

QUESTIONS OR COMMENTS

DENTALFINANCE.COM welcomes questions and comments about the ToU. Questions or comments should be directed to the email address below:

legal@dentalfinance.com