

ON CALL DENTAL NETWORK, LLC Terms of Use Agreement

I. Welcome

Welcome and thank you for visiting On Call Dental Network, LLC's website (the "Website") and reviewing our Terms of Use. On Call Dental Network, LLC ("On Call Dental") makes this Website, including all information, documents, catalogs, communications, files, text, graphics, and audio/visual files (collectively, the "Materials") available for your use subject to the Terms of Use set forth in this document.

II. Terms of Use, Acceptance of Terms of Use, and Non-Transferability

By accessing, using or downloading in any way, without limitation, any information or materials from this website or merely browsing this website, you agree to and are bound by these Terms of Use. Please read these terms of use carefully. On Call Dental reserves the right to change the Terms of Use at any time, without prior notice to any Website visitor ("User"). You are hereby advised that your continued use of our website constitutes your acceptance of any amendments to and the most recent version of the terms of use. If you breach any of the Terms of Use, your authorization to use this Website automatically terminates, and any of the Materials downloaded or printed from this Website must be immediately destroyed. A User's right to use this Website is NOT transferable.

III. Medical Disclaimers

The content of the On Call Dental Website, such as text, graphics, images, information obtained from On Call Dental's licensors, and other Material contained on the On Call Dental Website are for informational purposes only and are not intended in any way to substitute for professional medical advice, diagnosis, or treatment. Users are encouraged to develop a professional relationship with dentists, dental hygienists and other oral health and medical practitioners and regularly consult with them to seek their advice. Never disregard professional medical advice or delay in seeking it because of something you have read, viewed, or heard on the On Call Dental Website. Users should review any information supplied to or on this Website with their own medical professional. Our Website will not diagnose, treat, or prescribe for anyone using our Website.

Since no physician-patient relationship exists between you and On Call Dental by virtue of using this website, please do not share personal medical information that you wish to keep confidential.

Information you provide is not protected under confidentiality laws that protect physician-patient communications. By posting information you are sharing your personal information. Please carefully select what you choose to disclose. Additionally, while On Call Dental attempts to prevent unauthorized access to our Website files, such access may occur. Our professionals will not have any records of any prior contacts you may have had with our Website.

IV. Copyright Information and Personal and Non-Commercial Use Limitation

All Materials and the compilation of all content included on this Website are owned or licensed by On Call Dental and protected by United States copyright laws. On Call Dental does not claim ownership of Copyrights owned by third parties.

You have been granted a license to view and use the Website Materials subject to these Terms of Use. Unless otherwise specified, the Materials on this Website are for your personal and non-commercial use. You may download and make one copy of Website Materials for your own non-commercial home use, provided that you maintain all copyright, service mark and other proprietary notices. You may not sell or modify Website Materials or reproduce, display publicly or otherwise use the Website Materials in any way for any public or commercial purpose. Permission to reprint or electronically reproduce any document or graphic, in whole or in part, for any other purpose is expressly prohibited without prior written consent from On Call Dental. You may contact us through our [CONTACT US \(hyperlink\)](#) page. Users may not provide copyrighted or other proprietary information to On Call Dental without permission from the owner of such material or rights. Users are solely responsible for obtaining such permission and for any damages resulting from unauthorized disclosures.

On Call Dental's Designated Agent is:

Troy A. Wallin
Wallin Hester, P.L.C.
1760 East Pecos Road, Suite 332
Gilbert, Arizona 85295
Telephone: (480) 240-4150

The Designated Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Website. All other inquiries directed to the designated agent will not be answered.

V. Trademarks

On Call Dental is the owner of the On Call Dental and On Call Dental Urgent Care Trademarks. These trademarks and all other On Call Dental graphics, logos and service marks are intellectual property of On Call Dental and may not be used without prior written consent of On Call Dental or its affiliates, as the case may be. All other trademarks, product names, and company names and logos appearing on the On Call Dental Website are the property of their respective owners.

VI. Ideas and Inventions

All comments, feedback, suggestions, ideas, and other submissions (“Ideas”) disclosed, submitted, or offered to On Call Dental in connection with your use of this website shall be the exclusive property of On Call Dental. User agrees that unless otherwise prohibited by law On Call Dental may use, sell, exploit and disclose the Ideas in any manner, without restriction and without compensation to User.

VII. Privacy and Protection of Personal Information

On Call Dental respects the privacy of visitors to our Website. Please see On Call Dental’s [Privacy Statement](#) (hyperlink) relating to the collection and use of your information. User acknowledges and agrees that this [Privacy Statement](#)(hyperlink), including but not limited to the manner that On Call Dental collects, uses and discloses User’s personally identifiable information, is incorporated and made part of these Terms of Use. If User does not agree to each and every part of On Call Dental’s Privacy Statement, then User should not use this site or submit or post any personally identifiable information on this site. Questions regarding privacy issues should be directed to On Call Dental’s [CONTACT US](#) (hyperlink) page.

VIII. Disclaimers and Limitation of Liability

User expressly agrees that use of On Call Dental’s Website and service is at User’s sole risk. Neither On Call Dental, nor its affiliates, nor any of their officers, directors, or employees, agents, third-party content providers, merchants, sponsors, licensors (collectively, “Providers”), or the like, warrant that websites affiliated with On Call Dental, including but not limited to www.oncalldental.com, will be uninterrupted, error-free, or free of viruses, worms, Trojan horses, keyboard loggers, harmful or malicious code, or other defects. The information, products and services published on this Website may contain inaccuracies or typographical errors. The Providers make no warranty as to the results that may be obtained from the use of On Call

Dental's Websites or as to the accuracy, reliability, or currency of any information content, service, or merchandise provided through On Call Dental's Websites.

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On Call Dental and the providers will not be liable for any damages of any kind arising from the use of or inability to use this Website, including but not limited to direct, indirect, incidental punitive and consequential damages. No oral advice or written information given by On Call Dental nor its affiliates, nor any of their officers, directors, employees, agents, providers, or the like, shall create a warranty of any kind; nor shall user rely on any such information or advice. The limitation of this paragraph shall apply notwithstanding any reliance by a user on any information obtained from the website www.oncalldental.com or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays on operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction, or unauthorized access to On Call Dental's records, programs, or services, and whether or not On Call Dental and/or any other providers have been advised of the possibility of such damages. User hereby acknowledges this paragraph shall apply to all content, merchandise, and services available through www.oncalldental.com and all other websites affiliated with On Call Dental. Because some states do not allow the exclusion or

limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by the law.

If you are dissatisfied with any On Call Dental Website content, your sole and exclusive remedy is to discontinue your use of this Website.

IX. Online Conduct

The User agrees to use the On Call Dental Website only for lawful purposes. Unacceptable uses of the Website include without limitation: (i.e.) engaging in any illegal activity or the planning of any illegal activity; (ii) disseminating or transmitting statements or material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) creating, disseminating or transmitting files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, publicity or other intellectual property rights of any person; (iv) creating a false identity or otherwise attempting to mislead any person as to the identity or origin of any communication; (v) exporting, re-exporting or permitting the downloading of any message, software or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (vi) interfering, disrupting or attempting to gain unauthorized access to other accounts on the Website or any other computer network; (vii) disseminating or transmitting viruses, worms, Trojan horses, time bombs, spyware, cancelbots or any other malicious or invasive code or program; or (viii) engaging in any other activity deemed by On Call Dental to be in conflict with the spirit or intent of this Website.

X. Indemnification

You agree to defend, indemnify, and hold completely harmless On Call Dental and its officers, directors, shareholders, agents, and employees from and against any and all claims, damages, costs, and expenses, including without limitation claims based upon the negligence of On Call Dental, arising from or related to your use of this website, the services or products available on this website, the materials it contains, and any sites linked to this website. You further agree to indemnify and On Call Dental and its officers, directors, shareholders, agents, and employees harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your negligence, or violation of any law or the rights of a third party, or due to or arising out of your use of this website.

XI. Termination

These Terms of Use are effective until terminated by either party. You may terminate these terms at any time by discontinuing use of the On Call Dental Website and destroying all Materials obtained from this Website and all copies thereof, whether made under these Terms of Use or otherwise. Your access to the On Call Dental Website may be terminated immediately without notice from On Call Dental if in our sole discretion you fail to comply with any term or provision of these Terms of Use. Upon termination, you must cease use of the On Call Dental Website and destroy all Materials obtained from this Website and all copies thereof, whether made under these Terms of Use or otherwise.

XII. Applicable Law/Jurisdiction

This Website is hosted by On Call Dental in the State of Arizona. As such, by visiting On Call Dental's Website, even if accessed from a location outside the United States, you agree that the laws of the State of Arizona will govern these disclaimers, terms of use, without giving effect to any principles of conflicts of laws. On Call Dental reserves the right to make changes to its Website and these disclaimers, terms of use, and privacy statement at any time. User hereby irrevocably and unconditionally consents to jurisdiction in Maricopa County of the State of Arizona.

XIII. Waiver/Severability

The failure of On Call Dental to require or enforce strict performance by User of any provision of these Terms of Use or to exercise any right under them shall not be construed as a waiver or relinquishment of On Call Dental's right to assert or rely upon any such provision or right in that or any other instance.

The provisions of these Terms of Use are intended to be severable. If for any reason any provision of these Terms of Use shall be held invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions hereof, which shall continue to be in full force and effect.

XIV. International Users

The On Call Dental Website can be accessed from locations around the world. On Call Dental makes no representations that this Website or the Materials available through it are appropriate for use at other locations outside the United States. Access to this Website from locations where this Website or any of its Materials are illegal is prohibited. If you access this Website from a location outside the United States, you are responsible for compliance with all local and/or international laws.

XV. Use by Minors

Western Dental Services, Inc. does not knowingly allow its patients under the age of 18 to access this website or create accounts that allow access to the secured features of this website.

XVI. Security

On Call Dental reserves the right to monitor all network traffic to this Website to identify and/or block unauthorized attempts or intrusions to upload or change information or cause damage to this Website in any fashion. Anyone using this Website expressly consents to such monitoring.

Date Last Modified: January 13, 2017

These terms of use may be changed at any time, without prior notice to any visitor.