



Terms of Service

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1. Introduction

- a. These Terms of Service ("**Terms**" or "**Terms of Service**") govern your use of the dental referral website/application ("**Platform**") and/or our online products and services (together with the Platform, the "**Services**") provided by **Toothreferralcom LLC** having its place of business at 13220 Strickland Rd, STE 166 Raleigh, NC 27613 ("**we**" or "**our**" or "**us**" or "**Toothreferralcom**"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not access or use the Services.
- b. By using the Services, you acknowledge and agree to these Terms and any additional terms and conditions that may apply to specific features or services offered by us.
- c. By using any Services, you represent and warrant that:
 - i. You are either above the age of majority as per the applicable laws to which you are subject or the age of eighteen (18) whichever is greater.
 - ii. You are of sound mind and have the right, authority, and capacity to agree to and abide by these Terms.
 - iii. If you are accessing any Services on behalf of another person, you are authorized to act on behalf of such person and have the full authority to bind such person to these Terms.
- d. If a user is under the age of 18, they must obtain parental consent before using our Services. By using the Services, users affirm that they have obtained the necessary parental consent, and parents or legal guardians acknowledge and agree to the terms outlined in these Terms of Service. Parents or legal guardians are responsible for supervising and monitoring the use of our Services by minors under their care. They acknowledge that any actions taken by minors using the Services are done with their consent and under their supervision. Users acknowledge and agree to comply with all applicable laws and regulations governing the handling of minors' protected health information (PHI), including HIPAA requirements. Users are responsible for obtaining any necessary parental consent for the collection, use, and disclosure of minors' PHI in connection with the Services.

2. Definitions

- a. "**You**" or "**user**" refers to any of the following persons interacting with or utilizing our Services.:
 - i. Potential or Actual Patients Seeking Dental Services or Guest Users:

1. Individuals who are seeking dental services, including routine or urgent dental care.
2. Users who want to find dental providers with specific skill sets, membership plans, or who are in-network with their insurance.
3. Patient who prefers to schedule appointments directly through our website/application without making a phone call.
4. Individuals with an existing referral.

ii. General Dentists:

1. Dental Professionals that have earned either a DDS, or DMD and hold a valid dental license.
2. Dental professionals who offer a range of general dental services.
3. Dentists who want to advertise their membership plans to attract new patients.
4. General dentists who need to refer patients to dental specialists for specialized treatments.
5. General dentists who want to manage and track their referrals to specialists, check referral statuses, and communicate securely with other dental offices.

iii. Dental Specialists:

1. Dental Specialists are dental professionals that have earned a DDS, or a DMD and completed an ADA recognized dental specialty program.
2. Dental Specialists can also be dental professionals that have earned a DDS, or a DMD and completed additional training in a non-recognized ADA dental specialty.
3. Dental professionals who specialize in various areas of dentistry, including orthodontics, endodontics, oral surgery, periodontics, prosthodontics, dental anesthesiology, oral pathology, oral radiology, and pediatric dentistry.
4. Specialists who want to advertise their membership plans and unique skill sets to attract referrals from general dentists.
5. Dental specialists who need to customize referral templates, provide real-time status updates to referring dentists, and communicate with other providers or office team members.
6. Users who want to list their same-day availability, track referral sources and growth, and offer self-referral options for patients seeking specialized care.

3. User Conduct

- a. Certain features of the Services may require you to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to ensure its accuracy.
- b. You agree to use the Services in compliance with all applicable laws and regulations. You shall not engage in any conduct that violates these Terms or infringes upon the rights of others.
- c. You agree to comply with all provisions of HIPAA applicable to your use of the Services, including but not limited to:
 - i. Obtaining necessary authorizations or consents for the use and disclosure of PHI.

- ii. Implementing appropriate safeguards to protect the confidentiality, integrity, and availability of PHI.
 - iii. Reporting any breaches of PHI in accordance with HIPAA breach notification requirements.
- d. You may use the Services solely for lawful and legitimate purposes related to dental referrals and the provision of dental care.
- e. Users are authorized to access and disclose PHI only for purposes permitted under HIPAA, such as treatment, payment, and healthcare operations. Unauthorized disclosures or uses of PHI are strictly prohibited.
- f. Users must respect the privacy rights of others and refrain from unauthorized use or disclosure of personal or sensitive information. This includes refraining from sharing login credentials or accessing information not relevant to their role.
- g. You agree not to use the Services for any unlawful, fraudulent, or abusive purpose, including but not limited to:
 - i. Unauthorized access to PHI in violation of HIPAA regulations.
 - ii. Engaging in activities that could compromise the security or integrity of the Platform, such as distributing malware, conducting unauthorized scans, or attempting to breach security measures.
 - iii. Unauthorized use or disclosure of PHI in violation of HIPAA regulations.
 - iv. Intentional disruption or interference with the operation of the Services.
 - v. Distribution of malware, viruses, or other harmful software.
- h. You agree not to download, copy, or otherwise modify patient's dental X-rays or any other diagnostic images obtained through the Platform for personal use. X-rays and diagnostic images are confidential and intended solely for medical purposes within the scope of patient care.
- i. You are prohibited from downloading or screen capturing any images or content from the Platform for educational or marketing purposes. All images and content provided through the Platform are confidential and may only be used for authorized medical/dental referral purposes.
- j. You agree not to engage in third-party sales, marketing, or solicitation of personal or for-profit services through the Platform. Soliciting advertisements or promotional materials is strictly prohibited.
- k. You are prohibited from selling or disclosing email addresses or personal information obtained through the Platform to third parties for any purpose, including marketing or promotional activities.
- l. You agree not to collect or use data obtained through the Platform for statistical analysis or marketing/business purposes without prior authorization. Data collected through the Platform is confidential and may only be used for authorized medical purposes.
- m. Patients have the ability to check the status of their referral and modify certain demographic data, such as their contact information, through the Platform. While this feature enhances user convenience, it is essential to recognize that allowing patients to modify their own data may introduce security risks. We employ robust security measures to safeguard patient information, but users should exercise caution when accessing and updating their data to mitigate potential risks. We acknowledge the importance of validating the authenticity and integrity of referrals initiated by dentists.

Redirecting or modifying referral signatures poses a potential risk to the security and validity of the referral process. To mitigate this risk, we implement stringent authentication protocols and encryption mechanisms to ensure the integrity of referral signatures and prevent unauthorized alterations. Additionally, we continuously monitor and update our security measures to adapt to evolving threats and safeguard the integrity of the referral process.

- n. Users are prohibited from engaging in any unauthorized access, modification, or misuse of patient data accessible through the Platform. This includes but is not limited to attempting to alter referral signatures, accessing patient data without proper authorization, or sharing login credentials with unauthorized individuals. Any violations of this prohibition may result in disciplinary action, including account suspension or termination, and may be subject to legal consequences.

4. Privacy Policy

- a. By using the Services, you consent to the collection and use of your personal information as described in our Privacy Policy. You acknowledge that the information provided is accurate and complete.

5. Specific Terms for Potential or Actual Patients or Guest Users

- a. Authorized use for users in this category includes accessing the Platform to find dental providers based on specific skill sets, membership plans, and insurance networks. They can also schedule appointments directly through the Platform for routine or urgent dental care without the need for phone calls. Patients with existing referrals can track their referral status and communicate securely with dental offices. Any appointments scheduled through the Services are subject to availability and confirmation by the dental provider.
- b. Responsibility for Content: You are solely responsible for any content or information you provide through the Services, including but not limited to reviews, ratings, and feedback. You agree not to post any content that is unlawful, harmful, or infringes upon the rights of others.

6. Specific Terms for General Dentists

- a. General Dentists: Authorized use for general dentists encompasses advertising membership plans, sending referrals to dental specialists, managing and tracking referrals, and securely communicating with other dental offices. General dentists can utilize the Platform to list their skills, check referral statuses, and allow their patients to modify their own referrals.
- b. Referral Management: General dentists may use the Services to send referrals to dental specialists and manage referral statuses. You agree to comply with any applicable guidelines or protocols established by us for referral management.
- c. Membership Plans: General dentists offering membership plans through the Services agree to provide accurate and up-to-date information about plan details, benefits, and pricing.
- d. Communication with Patients: General dentists may communicate with patients through the Services for appointment reminders, follow-ups, or other service-related purposes. You agree to obtain necessary consents for such communications in accordance with applicable laws.

7. Specific Terms for Dental Specialists

- a. **Dental Specialists:** Authorized use for dental specialists includes advertising membership plans, customizing referral templates, providing real-time status updates on referrals, and communicating with other providers or office team members. Dental specialists can list their same-day availability, track referral sources and growth, and offer self-referral options for patients.
- b. **Referral Acceptance:** Dental specialists may use the Services to receive and manage referrals from general dentists. You agree to promptly review and respond to referrals in accordance with established protocols.
- c. **Membership Plans:** Dental specialists offering membership plans through the Services agree to provide accurate and up-to-date information about plan details, benefits, and pricing.
- d. **Communication with Referring Dentists:** Dental specialists may communicate with referring dentists through the Services to provide updates on referral status or coordinate patient care. You agree to comply with any communication guidelines established by us.

8. License and Restrictions

- a. The Services are protected by copyright and other intellectual property and proprietary rights laws throughout the world.
- b. Subject to your compliance with these Terms of Service, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform and Services for your personal or professional use, as applicable. This license is granted solely for the purpose of enabling you to utilize the features and functionalities of the Platform in accordance with its intended use.
- c. The rights granted to you are subject to the following restrictions:
 - i. You agree not to modify, adapt, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Platform, or otherwise attempt to gain unauthorized access to the Platform or its related systems or networks.
 - ii. You shall not remove any copyright, trademark registration, or other proprietary notices from the Services.
 - iii. You shall not infringe or use any of our brands, logos, trademarks, or other proprietary marks for Your use.
 - iv. You shall not use the Services in any way which is harmful to our interests.
 - v. You shall not use any software (including any automated software), devices, or another mechanism to "scrape" or download data from any web pages contained in the Services.
 - vi. You shall not use the Services for any similar companies, forums, or platforms that are similar to ToothReferral.com LLC or use our content to compete with or directly or indirectly be involved in a business that competes with us.
 - vii. You shall not build a similar or competitive product or service using similar ideas, features, functionality, or graphics of the Services.

- viii. You shall not attempt to circumvent any technological measures related to the Services.
 - ix. You shall not interfere with or disrupt any of the Services.
 - x. You shall not interfere with the access or use of Services by other users.
 - xi. You shall not intrude into other Users' privacy rights.
 - xii. You shall not transmit or introduce any kind of virus or malware or harmful codes in the Services.
 - xiii. You shall not use the Services in any way not permitted or authorized by these Terms.
 - xiv. You shall not impersonate or misrepresent yourself while using the Services.
- d. By using the Platform, you may have the opportunity to upload, submit, store, or transmit content which includes your feedback ("User Content"). You retain ownership of any User Content that you upload or submit through the Platform. However, by uploading or submitting User Content, you grant us a worldwide, royalty-free, perpetual, irrevocable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display such User Content in connection with the operation of the Platform and the provision of Services to you and other users.

9. Intellectual Property

- a. The Platform, the Services and all content, features, and functionalities thereof are owned by Toothreferralcom and its licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Toothreferralcom retains all rights, title, and interest in and to the Platform and Services, including all associated intellectual property rights.
- b. We reserve all rights not expressly granted to you under these Terms of Service. Except as expressly provided herein, no other rights or licenses are granted to you, whether express, implied, or by estoppel.
- c. The trademarks, service marks, logos, trade names, and trade dress displayed on the Platform are the property of Toothreferralcom or its licensors. You may not use any of these marks without the prior written consent of Toothreferralcom or the respective owner.
- d. All content and materials available on the Platform, including but not limited to text, graphics, logos, images, audio clips, video clips, digital downloads, data compilations, and software, are the property of Toothreferralcom or its licensors and are protected by copyright laws. You may not reproduce, distribute, modify, adapt, create derivative works of, publicly display, or perform any such content or materials without the prior written consent of Toothreferralcom or the respective owner.
- e. We reserve the right to enforce our intellectual property rights to the fullest extent permitted by law. Any unauthorized use of the Platform or its content may violate copyright, trademark, patent, trade secret, or other intellectual property laws.

10. Termination

- a. We reserve the right to terminate or suspend your access to the Services, without prior notice or liability, for any reason whatsoever, including but not limited to a breach of these Terms. Upon termination by us, your right to use the Services will immediately cease. You agree that all suspensions or terminations shall be made at our sole discretion, and we shall not be liable or responsible to you or any third party for any resultant damages or claims arising or resulting to you or any third party due to such termination.
- b. You may terminate your account and/or discontinue using the Services at any time by contacting us or using the account termination functionality available within the Services.
- c. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

11. Disclaimer

- a. The Services are provided on an "as-is" and "as-available" basis without warranties of any kind, express or implied.
- b. TOOTHREFERRALCOM EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, PERFORMANCE, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE.
- c. Toothreferralcom makes no representations or warranties regarding the accuracy, completeness, or reliability of the Services.
- d. We do not provide any warranty that the content on our Services is latest, accurate, truthful, and reliable.
- e. We do not warrant that the Services will be error-free or virus-free or bug-free or uninterrupted or secure, or that any of the Services will meet your requirements or expectations.
- f. THE ACCESS AND USE OF SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES OR LOSS, OR CLAIMS RESULTING FROM SUCH PROBLEMS.
- g. While we strive to provide a user-friendly and efficient platform for connecting patients with dental professionals, it is important to understand the following:
 - i. No Medical Advice: The information provided on the Platform, including but not limited to dental provider listings, appointment scheduling features, and educational content, is for informational purposes only. The Platform does not provide medical advice, diagnosis, or treatment recommendations. Any information obtained from the Platform should not be considered a substitute for professional dental advice or consultation.
 - ii. No Endorsement or Recommendation: The inclusion of dental providers, membership plans, or other services on the Platform does not constitute an

endorsement or recommendation by the Platform operator. We do not endorse or recommend any specific dental provider, treatment, or course of action. Users are encouraged to conduct their own research and make informed decisions when selecting dental services.

- iii. **User Responsibility:** Users of the Platform, including patients seeking dental services and dental providers, are solely responsible for their interactions and decisions made based on information obtained through the Platform. It is the user's responsibility to verify the qualifications, credentials, and suitability of any dental provider or service before engaging in treatment or scheduling appointments.
- h. Users acknowledge and agree that while we take reasonable measures to protect the security and integrity of patient data, the inherent nature of electronic communication may pose certain risks. By accessing or using the Platform, users accept responsibility for safeguarding their login credentials and exercising caution when accessing and modifying their data. We disclaim any liability for unauthorized access or modifications to user data resulting from user negligence or unauthorized third-party access.
- i. **Patients Seeking Dental Services:**
 - i. Our Platform serves as a tool to facilitate communication and scheduling between patients and dental providers. While we strive to provide accurate and up-to-date information, we do not guarantee the accuracy, completeness, or reliability of the information provided on the Platform.
 - ii. Patients using the Platform to find dental providers, schedule appointments, or seek dental services acknowledge that the Platform does not provide medical advice, diagnosis, or treatment recommendations. All decisions regarding dental care and treatment should be made in consultation with a qualified dental professional.
 - iii. Patients understand that the inclusion of dental providers on the Platform does not constitute an endorsement or recommendation by the Platform. Patients are responsible for verifying the credentials, qualifications, and licensure of any dental provider before seeking treatment.
- j. **General Dentists:**
 - i. General dentists utilizing the Platform acknowledge that the Platform serves as a communication tool for referral management and patient scheduling. While we make efforts to facilitate efficient communication and referral processes, we do not guarantee the availability, accuracy, or reliability of the Platform at all times.
 - ii. General dentists understand that the Platform does not guarantee successful referral outcomes or treatment results. The decision to refer patients to dental specialists and the coordination of patient care remain the responsibility of the referring dentist.
 - iii. General dentists acknowledge that the Platform does not establish or govern the professional relationships between dental providers and patients. Any disputes or issues arising from the provision of dental services should be resolved directly between the parties involved.
- k. **Dental Specialists:**

- i. Dental specialists utilizing the Platform recognize that the Platform serves as a communication tool for receiving referrals, managing schedules, and communicating with other dental providers. While we endeavor to facilitate effective communication and referral processes, we do not guarantee the availability, accuracy, or reliability of the Platform at all times.
- ii. Dental specialists understand that the acceptance of referrals from general dentists is at their discretion, and they are responsible for evaluating patient needs and determining appropriate treatment plans.
- iii. Dental specialists agree to uphold professional standards of care and ethics in their interactions with patients and other dental providers through the Platform. Any disputes or disagreements should be handled professionally and in accordance with applicable laws and regulations.

12. Limitation of Liability

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TOOTHREFERRALCOM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE PLATFORM OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES BUT IS NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, DATA, OR GOODWILL.
- b. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TOOTHREFERRALCOM FOR ALL CLAIMS RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT OF FEES (IF ANY) RECEIVED BY TOOTHREFERRALCOM FROM YOU.
- c. THE LIMITATIONS OF LIABILITY OUTLINED IN THIS SECTION CONSTITUTE THE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TOOTHREFERRALCOM AND YOU AND SHALL APPLY TO ALL CLAIMS OF LIABILITY SUCH AS INCLUDING BUT NOT LIMITED TO WARRANTY, TORT, STRICT LIABILITY, AND NEGLIGENCE EVEN IF TOOTHREFERRALCOM HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

13. Confidentiality and HIPAA

- a. Some of the information within the Services may be considered as Confidential Information.
- b. "Confidential Information" refers to any information accessed or obtained by users through our Platform, which is not publicly known and is considered confidential. This encompasses, but is not limited to, medical histories, treatment plans, test results, and other sensitive health-related data, as well as details regarding the progress of referrals, scheduled appointments, and updates on patient treatment. Additionally, Confidential Information may include plan benefits, pricing, and coverage details, along with insights into referral sources, patient demographics, and practice performance metrics.
- c. The applicable user shall keep all such Confidential Information strictly confidential by you.

- d. You shall use Confidential Information solely for the purpose of accessing and utilizing the Services provided by us in accordance with these Terms. You shall not use Confidential Information for any other purpose without our prior written consent.
- e. You agree to maintain the confidentiality of all Confidential Information and to not disclose, transfer, or use such information for any purpose other than as expressly authorized by these Terms of Service or as required by law.
- f. You shall implement reasonable security measures to protect Confidential Information from unauthorized access, use, or disclosure. You shall promptly notify us of any unauthorized access, use, or disclosure of Confidential Information.
- g. We are committed to maintaining the privacy and confidentiality of users' PHI in HIPAA and other applicable laws and regulations. We employ industry-standard security measures, including encryption, access controls, and regular audits, to safeguard PHI collected through our platform.
- h. Authorized Uses and Disclosures: Users' PHI will only be used and disclosed as permitted by HIPAA and as necessary to provide the Services offered by us. PHI may be shared with healthcare providers involved in users' treatment or payment processes, as further described in our Privacy Policy. Any other uses or disclosures of PHI will be subject to users' explicit consent or as required by law. You expressly agree not to download, copy, reproduce, or otherwise extract patient information for personal use or any purpose unrelated to the provision of healthcare services.
- i. User Responsibilities: Users are responsible for protecting their own PHI when using our Platform. This includes safeguarding login credentials, securely accessing the Platform from private devices, and promptly reporting any unauthorized access or disclosure of PHI to us. Users should also adhere to any additional security measures or guidelines provided by us to protect PHI.
- j. Business Associate Agreement (BAA): We act as a business associate under HIPAA when handling users' PHI on behalf of covered entities, such as General Dentists and Dental Specialists. Upon request, we are willing to enter into a Business Associate Agreement (BAA) with covered entities to ensure compliance with HIPAA requirements regarding the protection and use of PHI.
- k. Data Retention and Deletion: We follow HIPAA-compliant procedures for retaining and securely disposing of users' PHI. Users have the right to access, amend, or request the deletion of their PHI stored on our Platform. Requests for access, amendment, or deletion of PHI should be submitted to us in accordance with our Privacy Policy, HIPAA Notice of Privacy Practices, and applicable laws.
- l. Compliance Monitoring and Reporting: We regularly monitor compliance with HIPAA regulations, including conducting risk assessments, providing training programs for employees on HIPAA requirements, and establishing mechanisms for reporting potential breaches or violations. Users can report any concerns regarding HIPAA compliance to our contact address stated in the last para of the Terms.
- m. Any HIPAA violations discovered on the Platform will be promptly reported to the appropriate state HIPAA regulatory authorities in accordance with applicable laws and regulations. Additionally, we reserve the right to take immediate disciplinary action, including but not limited to dismissal or banning from the Platform, against any user found to have committed a HIPAA violation.

- n. By accessing or using the Services, you acknowledge and agree that any breach of HIPAA regulations may result in serious consequences, including regulatory investigations, fines, penalties, and legal liabilities. We are committed to maintaining the confidentiality and security of patient information and expect all users to adhere to HIPAA requirements at all times.
- o. You further understand and agree that we may cooperate fully with regulatory authorities and law enforcement agencies in the investigation and prosecution of HIPAA violations. Any costs or damages incurred by us as a result of HIPAA violations may be pursued against the responsible party to the fullest extent permitted by law.

14. Notice and Take-Down Procedure

- a. If you believe that your material has been copied and posted on our Platform in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:
 - i. Description and location of the copyrighted work that you claim has been infringed.
 - ii. Identification and location of the material that you believe to be infringing.
 - iii. Written statement by you indicating that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
 - iv. Statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
 - v. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
 - vi. Your address, telephone, and email address
- b. Contact information for Copyright Agent for providing the above notice is stated in the last para of these Terms.

15. General

- a. We may, in our sole discretion, make any changes to the Services that we deem necessary or useful to maintain or enhance the quality or delivery of the Services.
- b. We reserve the right to deny access to or offer any Services to any person or entity.
- c. You acknowledge and agree that these Terms of Service constitute a legally binding agreement between you and us. You further acknowledge and agree that each party is providing valuable consideration to the other in exchange for the rights and obligations set forth herein. By accessing or using the Services provided by us, you provide valuable consideration by agreeing to abide by these Terms of Service and by utilizing the features and functionalities offered through the Platform. We provide valuable consideration by granting you access to and use of the Services.
- d. You agree to indemnify, defend, and hold harmless Toothreferral.com, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your use of the Platform or Services provided by us, including but not limited to:
 - i. Any violation of these Terms of Service or any other agreements between you and us.
 - ii. Any infringement of intellectual property rights or violation of proprietary rights by content uploaded, posted, or transmitted through the Platform by you.

- iii. Any unauthorized access to or use of the Platform or Services by you.
 - iv. Any violation of applicable laws, regulations, or third-party rights by you.
 - v. Any negligence, misconduct, or wrongful act or omission on your part.
 - vi. Any breach of confidentiality or misuse of Confidential Information accessible through the platform by you.
- e. In the event of your breach or threatened or alleged breach of these Terms, we will be irreparably harmed and may not have an adequate remedy in money or damages and shall be entitled to an injunction against such a breach from any court of competent jurisdiction. Notwithstanding the foregoing, we shall also have the right to obtain other applicable remedies available at law.
- f. These Terms shall be governed by and construed in accordance with the laws of State of North Carolina, without regard to its conflict of law principles and you agree to submit to the exclusive jurisdiction of, and venue in, the courts in the State of North Carolina in any dispute arising out of or relating to these Terms. The prevailing party shall be entitled to payment of its costs, expenses, and attorney fees by the non-prevailing party for any actions, disputes, or litigation arising out of or related to these Terms.
- g. These Terms constitute the entire agreement between you and Toothreferral.com regarding your use of the Services and supersede all prior or contemporaneous agreements and understandings.
- h. If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.
- i. We will send you notice to the last email address you provided to us.
- j. You will not transfer your account or access to the Services to any other person or entity without our prior written consent. These Terms and your rights and obligations hereunder shall not be assigned, subcontracted, or transferred by you without our prior written consent, and any attempted transfer shall be considered as a violation of these Terms.
- k. We are not responsible nor liable for any delays or failures in performance from any cause beyond our control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, lockdowns, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of users.
- l. Your use of any of the Services shall not make you an employee or agent or partner or joint venturer of Toothreferral.com.
- m. Nothing in these Terms will provide or accrue any benefit to any third party or entitle any third party to any claim, cause of action, remedy, or right of any kind.
- n. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or such provision on any other occasion. Delay in exercising or non-exercise any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.
- o. These Terms bind and benefit the parties and their respective permitted successors and assigns.

- p. All obligations related to intellectual property, and other disclaimers, and limitation of liability or any provision which by their nature should survive shall survive the termination of these Terms.

16. Changes

- a. We may modify these Terms at our discretion. The changes will be posted on this page and we will email you with a link to the updated Terms. Changes to the Terms will be effective immediately upon posting. Continued use of the Services after such modifications constitutes your acceptance of the revised Terms.

17. Acceptance

- a. By accessing or using the Platform and/or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you have any questions or concerns about these Terms, please contact us below.

- Name: Toothreferralcom LLC
- Address: 13220 Strickland Rd, STE 166 Raleigh, NC 27613
- Email: info@toothreferral.com
- Website/mobile application: www.toothreferral.com
- Contact Person name: Vejay K. Ravindran

Last Updated: March 2024