

## **ASKADENTIST.COM TERMS AND CONDITIONS FOR ADVICE REQUESTS**

**THIS SITE AND YOUR SUBMISSION OF AN ADVICE REQUEST IS IN NO WAY DESIGNED TO BE A SUBSTITUTION OR REPLACEMENT FOR A COMPREHENSIVE OR PARTIAL EXAMINATION BY A LICENSED DENTIST IN YOUR AREA.**

**THE INFORMATION PROVIDED BY THE DENTIST RESPONDING TO YOUR ADVICE REQUEST AND OTHER QUESTIONS DOES NOT CONSTITUTE AN EXAM OF ANY KIND NOR IS IT A REPLACEMENT FOR A LIVE EXAM.**

**THE INFORMATION AND RESPONSE DOES NOT CONSTITUTE ENGAGEMENT OF THE DENTIST'S PROFESSIONAL SERVICES, NOR DOES IT MAKE YOU A PATIENT OF THE RESPONDING DENTISTS PRACTICE.**

**YOU OR THE RESPONDING DENTIST MAY CONTACT EACH OTHER IF YOU BELIEVE A LIVE EXAM IS DESIRED.**

**NEITHER THE RESPONDING DENTIST NOR THIS WEB SITE MAY BE HELD LIABLE OR ACCOUNTABLE FOR ANY ADVICE AND/OR INFORMATION THAT IS GIVEN VIA THIS WEBSITE OR ONLINE DISCUSSION.**

**FAILURE ON YOUR PART TO HAVE ANY DENTAL ISSUES YOU MAY HAVE ADDRESSED BY A LICENSED DENTIST IN YOUR AREA ARE NOT THE RESPONSIBILITY OF THE RESPONDING DENTIST NOR THIS WEBSITE.**

**THE DENTIST RESPONDING TO YOUR ADVICE REQUEST IS NOT AN EMPLOYEE OR AFFILIATE OF THE COMPANY AND THE COMPANY HAS NO LIABILITY FOR ANY ACTIONS OF SUCH DENTIST.**

AskADentist.com, LLC (“**Company**”) offers an online service (the “**Service**”) which facilitates advice requests between dentists and consumers by coordinated advice requests offered through its website located at url: [www.askadentist.com] or such other websites as Company may designate from time to time. The following terms and conditions govern the delivery of advice requests (each, an “**Advice Request**” and together with these terms and conditions the “**Agreement**”) entered into between Company and you (“**you**” or “**Consumer**”) in connection with your participation in the Service.

### **1. Definitions**

All capitalized terms not otherwise defined herein shall have the following meanings:

- a. “**Consumer**” means a consumer who utilizes the Service and submits an Advice Request from time to time by accepting and completing these terms and conditions.

- b. “**Advice Request**” means one or more requests for dental advice that are made available to potential Consumers through the Service, and that enable a Consumer to get in contact with a Dentist by accepting and completing such Advice Request.
- c. “**Dentist**” means one or more dentists or dental specialists which the Company forwards each Advice Request.
- d. “**Dental Services**” means any dental services or products provided by Dentists to Consumers.

## **2. Advice Requests**

- a. The Consumer hereby authorizes and directs the Company to transmit the Advice Request to one or more Dentists.
- b. The Consumer acknowledges and agrees that each Dentist is not an employee or affiliate of Company and is an independent contractor.
- c. The Dentist is solely responsible for all aspects of the marketing, sale and delivery of Dental Services and any related materials or documentation, including, without limitation, any warranty or other claims that may be made to Consumers with respect to Dentist Products. The Consumer acknowledges and agrees that Dentist, and not Company, is the seller of the Dental Services and Dentist shall be responsible for delivering Dental Services to Consumers.
- d. All data, including but not limited to, personally identifiable information provided by Consumers through the use of the Service (collectively, the “**Data**”) shall be owned by the Company. The Company shall have the right to use the Data to direct marketing materials or other data to Consumers without further obligation to any party.

## **3. Waiver of Liability**

THE COMPANY SHALL NOT BE LIABLE TO CONSUMER, NOR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY INJURY TO PERSON (INCLUDING WITHOUT LIMITATION, ANY DENTAL MALPRACTICE CLAIM) OR DAMAGE TO PROPERTY CAUSED BY ANY DENTIST OR THE FAILURE OF DENTIST OR CONSUMER TO TREAT ANY PROBLEMS ASSOCIATED WITH THE ADVICE REQUEST, NOR SHALL COMPANY BE LIABLE TO CONSUMER, NOR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY LOSS OR DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF DENTISTS. COMPANY SHALL NOT BE HELD RESPONSIBLE IN ANY WAY ON ACCOUNT OF ANY RESPONSE OR GUIDANCE FROM DENTISTS IN RESPONDING TO ADVICE REQUESTS.

**4. Disclaimer**

THE SERVICE, AND ADVICE REQUESTS AND THEIR USE AND THE RESULTS OF SUCH USE ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY MAKES NO WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. COMPANY DOES NOT WARRANT OR GUARANTEE THE RESPONSE TIME OF DENTIST. COMPANY DOES NOT WARRANT OR GUARANTEE THE QUALIFICATIONS OF ANY DENTIST. CONSUMER ACKNOWLEDGES AND AGREES THAT CONSUMER IS SOLELY RESPONSIBLE TO REVIEW ALL QUALIFICATIONS, LICENSING AND OTHER SIMILAR MATTERS REGARDING DENTIST.

**5. Indemnity.**

Consumer shall indemnify, defend and hold harmless Company, Company's partners, any subsidiary or affiliate of Company and the officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys and agents of any of the foregoing (collectively, the "Indemnitees") from and against any and all claims, demands, causes of action, judgments, costs and expenses, and all losses and damages (including consequential and punitive damages) arising from Consumer's use of the Services, and from all costs, attorneys' fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against, out of or in any way related to the Advice Request. Upon notice from Company, Consumer shall defend any such claim, demand, cause of action or suit at Consumer's expense by counsel satisfactory to Company in its sole discretion. As a material part of the consideration to Company for this Agreement, Consumer hereby assumes all risk of injury to persons from any cause, and Consumer hereby waives all claims with respect thereto against Company.

**6. Medical Emergency.**

If Consumer is experiencing a medical emergency, Consumer should contract 911 or consult with their personal physician.

**7. Choice of Law, Venue and Attorneys' Fees**

This Agreement is governed by the laws of the State of Florida, except with regard to its conflict of law provisions. Any action arising out of or relating to this Agreement must be brought exclusively in the state or federal courts in the Southern District of Florida. The parties consent to this venue and jurisdiction and agree to waive the personal service of any process upon them by agreeing that service may be effectuated by overnight mail

(using a commercially recognized service) or by U.S. mail with delivery receipt to the last address you provide to Company.

**8. Entire Agreement**

This Agreement constitutes the entire and only agreement and supersedes any and all prior agreements, whether written, oral, express, or implied, of the parties with respect to the subject matter set forth herein. Neither party will be bound by, and each party specifically objects to, any term, condition, or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by such party in any correspondence or other document, unless the party to be bound specifically agrees to such provision(s) in writing.

**9. Notice**

Except as provided elsewhere in this Agreement, both parties must send all notices required or permitted by this Agreement: (a) for Company, via registered mail, return receipt requested or via an internationally recognized express mail carrier to 1314 East Las Olas Blvd. #1128 Fort Lauderdale, FL 33301 (effective upon actual receipt); and (b) for Consumer, at the email or physical address listed on the applicable Advice Request (with respect to notices sent via email, effective upon sending as long as Company does not receive an error message regarding delivery of the email, or five days after mailing).

**10. Attorneys Fees**

In any dispute arising out of this Agreement and/or relating to the Service, the prevailing party shall be entitled to recover all costs and expenses incurred, including, without limitation, attorneys' and legal assistants' fees and costs whether before suit is filed, after suit is filed, on any appeal, in any bankruptcy proceedings or in any arbitration.

**11. Jury Trial Waiver**

**IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT AND/OR RELATING TO THE PROJECT AND/OR THE SERVICE, THE PARTIES HERETO SPECIFICALLY WAIVE THE RIGHT TO A TRIAL BY JURY.**