

## **DENTECH WEB SITE TERMS OF USE AGREEMENT**

### **1. Definitions.**

Softech Inc, collectively known as the host of the website "DENTECH.com" maintained on the World Wide Web by DENTECH. "The site" or "site" refers to DENTECH.com. "User," or collectively "Users," refers to any party who accesses the site. "Host" refers to Softech Inc. "Access" means viewing or otherwise obtaining information located on DENTECH.com. "Agreement" refers to these terms of use and any subsequent modification.

### **2. Acceptance of Terms.**

By accessing the site via the World Wide Web or any other medium, User accepts and agrees to all conditions imposed in these terms of use. Host reserves the right to modify these terms of use at any time without notice to User, including imposing a fee to access certain materials contained on the site. Any change in these terms of use is effective immediately upon User's receipt of notice from Host. Notice can be given through e-mail, posting on the site or any other means by which User may obtain notice. Users should periodically check those terms of use for changes. Any use of the site after changes have been made shall be deemed acceptance of those changed terms of use. Host reserves the right to monitor use of the site. Host has the exclusive right to control accessibility, hours of use, features on the site and any other information found on the site. Host can restrict access to any or all portions of the site or remove any information or content from the site at any time. User is solely responsible for providing the equipment related to accessing DENTECH.com including all computer, telephone or other equipment.

### **3. Copyright and Marks.**

All contents on the site (with the exception of content provided by Host's third party content providers) are the copyrighted property of Host. Site contents may not be copied, reproduced, modified, published, uploaded, posted, transmitted, "framed" on another site, or distributed in any way without the prior written consent of Host. Users must retain all copyright and other proprietary notices on any authorized reproductions of any portion of the site. Any third-party marks and content appearing on the site are the property of their respective owners. You are not permitted to use any of these third party marks or content without permission of the respective owner. If Users submit or otherwise transfer material to Host via the website, those Users warrant that they have the right to transfer such material and have granted the Host an exclusive, royalty free license to use that material in any legal manner (subject to Host's privacy policy).

### **4. Prohibited Conduct.**

User expressly agrees to refrain from doing, either personally or through an agent, any of the following:

- I. Use any device or other means to harvest information about other Users.
- II. Transmit, install, upload or otherwise transfer any virus or other item or process to the site that in any way affects the use, enjoyment or service of the site.
- III. Transmit, install, upload or otherwise transfer any virus or other item to the site that in any way affects the use, enjoyment or service of any User's or Host employee's computer or other medium used to access the site.
- IV. Post any material on the site that is offensive to any other User. Host maintains the exclusive right to determine what is offensive.
- V. Post or store on the site any content that violates or infringes the intellectual property rights of others (including but not limited to copyrights, trademarks, trade secrets, patents and publicity rights).
- VI. Modify the information, including headers, found on the website.
- VII. Transmit, install, upload or otherwise transfer to the site any unauthorized advertisement or communication.
- VIII. Engage in any action which Host determines is detrimental to the use and enjoyment of the website.
- IX. Use the website for any unlawful or defamatory means.
- X. Transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States or post any information that could result in civil unrest.

### **5. Disclaimer and Limitation of Liability.**

Although Host has attempted to provide accurate information on the site, it makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. USER ACCESSES THIS SITE AT HIS OR HER OWN RISK. THE SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER HOST NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THIS SITE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF HOST, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. HOST IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT

AFFECT THIS SITE. IN NO EVENT WILL HOST OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTIOUS OR ILLEGAL CONDUCT OF OTHER USERS. IN NO EVENT WILL HOST OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SITE.

## **6. Third Party Content.**

Host is not the publisher or speaker of any information on the site that is provided by third party content providers, and Host is not liable for any claims related to such information. Any mention in the site of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by Host. Host assumes no responsibility for those products or services. Any dealings among any User and any third parties mentioned on or found through the site are solely between such Users and such third parties, and are subject to any terms, conditions, warranties or representations associated with such dealings. HOST MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION PROVIDED BY THIRD PARTIES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY INFORMATION FOUND ON A LINK LOCATED ON THIS SITE THAT ALLOWS USERS TO ACCESS INFORMATION FOUND ON ANOTHER SITE. ADDITIONALLY, HOST DOES NOT WARRANT THE EXISTENCE OR FUNCTIONALITY OF ANY SITE WHICH CAN BE ACCESSED THROUGH A LINK LOCATED ON THIS SITE.

## **7. Indemnification.**

User agrees to defend, indemnify and otherwise hold harmless Host and its officers, directors, agents, employees and assigns from and against any cause of action or claim, including legal fees, related to User's use of the site.

## **8. Security.**

Users are prohibited from violating or attempting to violate the security of the site. Host will investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.

## **9. Termination of Agreement.**

Host reserves the right, at its sole discretion, to terminate this Agreement. In addition to the Host's other rights, Host may terminate access to this site or cancel membership to any service that Host provides on the site, if User breaches this Agreement in any way or engages in conduct that Host deems inappropriate. In the event of termination of this Agreement, the provisions in this paragraph and the provisions found in paragraphs 3, 4, 5, 6, 7, 8 and 12 shall survive.

## **10. Links.**

Host reserves the right to terminate any link found on the site at any time. Links to this website are welcome, provided that such link is to the homepage only.

## **11. Copyright Protection.**

Host honors the intellectual property rights of others and asks the same of Users of the site. Host may, in its sole discretion, terminate the accounts or access rights of Users whose actions infringe or otherwise violate the intellectual property rights of others. If you believe your work has been infringed, please provide Host with the following information:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyright work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Host to identify the material;
- iv. Information that is reasonably sufficient to permit Host to contact the complaining party, such as address, telephone number and if available e-mail address;
- v. A statement that the complaining party has a good faith belief that use of the material in a manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **12. Miscellaneous.**

These terms of use constitute the entire agreement between Host and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between Host and User dealing with the subject matter hereof is superseded. If any portion of this agreement is found to be unenforceable for any reason, such portion will be deemed severed and will not affect the

enforceability of the remaining terms. Upon User's breach of this Agreement, Host may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunctive relief. Host's remedies are cumulative and not exclusive. Failure of Host to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. User agrees that regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Host makes no representation that the content of the site is appropriate or available for use in all locations. Users of this site are responsible for compliance with all applicable local laws. Any dispute arising out of this Agreement shall be governed by the laws of the State of Michigan, U.S.A, notwithstanding any conflicts of law principles.