

Terms of Service / Terms of Use

All customers agree to the following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the “Terms of Service,” “Terms of Use” or “Terms”). PLEASE READ CAREFULLY BEFORE USING OUR SERVICE. BY INDICATING YOUR ACCEPTANCE, YOU ARE AGREEING THAT YOU OR YOUR COMPANY OR OTHER ENTITY YOU REPRESENT WILL BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT PERMITTED TO USE THE SERVICES.

These Terms of Service are entered into by and between ICP, Inc. d/b/a Dental City, a Wisconsin corporation (the “Company” or “Dental City”) and you or the company or other entity you represent (“Customer,” “You,” or “Your”). The Company and the Customer are collectively referred to herein as the “Parties” and singularly as a “Party”.

1. Provision of Service.

- (a) Dental City will provide Customer access to its Internet-based service (the “Service”) which will permit the processing, retrieval, and transmission of transaction data submitted by Customer (the “Customer Data”) pursuant to these Terms. Dental City reserves the right at any time and in its sole discretion to change Service features and functionalities, as well as these Terms of Service. Such modification of the Service and amendment of these Terms will be effective immediately and incorporated herein. Your continued use of the Service thereafter will be deemed acceptance of such changes. You are expected to check these Terms from time to time so You are aware of any changes, as they are binding on You.
- (b) Our Service is offered and available to users who are 18 years of age or older. By using our Service, you represent and warrant that you are of legal age to form a binding contract with the Company. If you do not meet all of these requirements, you must not access or use the Service.
- (c) Customer is responsible for its own compliance with these Terms, including without limitation the compliance of its employees, officers, agents, and any third-party Customer invites to participate in and use the Service.
- (d) You agree that all information You provide to register with Company’s website, dentalcity.com (the “Website”) or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and You consent to all actions we take with respect to Your information consistent with our [Privacy Policy](#).
- (e) If You choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other

person with access to this Website or portions of it using Your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of Your username or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information. We have the right to disable any username, password, or other identifier, whether chosen by You or provided by the Company, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms.

- (f) Within the framework of Your relationship with Dental City, You remain free at all times to:
1. refuse the estimate from Dental City;
 2. accept the estimate from Dental City;
 3. inform Dental City if the chosen dental care product is not suitable;
 4. choose another dental care product from among those presented; and
 5. desist from purchasing dental care products on the Website.

2. Limitations on Use of Service and Service Software.

- (a) As used herein, “Software” refers to any software incorporated into the Service. Customer will not, and will not permit, assist, or allow others to, reverse engineer, decompile, disassemble, re-engineer, or otherwise discover, recreate, or attempt to discover or recreate the Software or its source code. Customer will not modify or attempt to modify the Software or sublicense or charge others to use or access the Software or the Service. Customer will not use the Software or the Service in any way not expressly authorized by these Terms. Customer shall have no right, title or interest in and to the Software which rights of ownership will always be held by Dental City.
- (b) Customer acknowledges that the Service is not intended for permanent storage and agrees not to use the Service for archiving or back-up purposes. Customer will not store “mission critical” data on the Service, or any function to sustain or rescue the health or well-being of any person.
- (c) From time to time, Dental City may add new features to the Service that are described as “beta” (“Beta Features”). Customer acknowledges that Beta Features may be untested, non-functional, and/or partly functional features of the Service. If Customer elects to use a Beta Feature, it does so at its own risk. Dental City does not warrant that the Beta Features will be provided with due care. Customer will back-up all data it adds to the Beta Features and will not rely upon the functionality of the Beta Features for any purpose whatsoever. Except as specifically provided in this Section 2(c), the Beta Features will be considered

part of the Service and all provisions of these Terms relating to the Service will apply to the Beta Features.

- (d) Customer may not use the Service (i) in violation of these Terms; (ii) to infringe on, violate, dilute or misappropriate the intellectual property rights of any third party or any rights of publicity or privacy; (iii) to violate any law, statute, ordinance, or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (iv) to store or post defamatory, inflammatory, trade libelous, threatening, or harassing data; (v) to store or post indecent content or data; (vi) to introduce or propagate any unauthorized data, malware, viruses, worms, trojan horses, spyware, worms, other malicious, or harmful code; (vii) to engage in conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by the Company, may harm the Company or users of the Website, or expose them to liability; (viii) to directly or indirectly permit access to any third-party through use of Your access credentials, email addresses or screen names; or (ix) to impersonate or attempt to impersonate the Company, a Company employee, another user, or any person or entity (including, without limitation, by using access credentials, email addresses or screen names associated with any of the foregoing). Customer may not use the Service in any application that may involve risks of death, personal injury, property damage, or environmental damage. Customer may not interfere with or attempt to interfere with or disrupt the integrity, security, functionality, or proper working of the Service. Customer may access the Service only through the interfaces and protocols provided or authorized by Dental City. Customer may not compile or use the Company-provided materials or any other information obtained through the Service or the Website for the purpose of unsolicited direct marketing, spamming, unsolicited contacting of customers, or other impermissible advertising, marketing, or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations.

3. Third-Party Providers and Information About Third-Party Products.

- (a) The Service may contain links to other products and services provided by third parties. Certain of these third-party providers require Dental City to pass additional terms through to You as the Customer. These third-party terms are subject to change at such third party's discretion and new third-party providers are added from time to time. Please find, below, the current third-party additional terms for our Service. Customer's use of our Service constitutes Your agreement to be bound by these third-party terms which are incorporated into these Terms by this reference. Links are provided for Your convenience only. We have no control over the contents of third-party provider products and services, and accept no responsibility for them or for any loss or damage that may arise from Customer's use of them. If Customer decides to access any of the third-party products or services linked to the Service, Customer does so entirely at its own risk and subject to the terms and conditions of use for such products and services. Customer must obtain all prior approval for control and redistribution of third-party provider data, software or services. Customer is responsible for any and all costs and fees associated with agreements entered into with any such third-party provider. If a third-party provider ceases to make its service available to Dental City or requires Dental City to suspend or terminate the provision of all or any part of its services to You, or if Dental City terminates its arrangements with any third-

party service provider, then Dental City may suspend or terminate that part of the Service immediately without notice or further obligation to Customer. Third-party providers do not warrant that the provision of their data, software or services will be uninterrupted, error free, timely, complete or accurate, nor do any of them make any warranties as to the results to be obtained from the use of the same.

- (b) The Website may include information about third-party products. All such information is provided by Dental City for informational purposes only and, unless expressly provided otherwise, does not constitute an endorsement or a recommendation by Dental City of any third-party product. Pursuant to the terms of Section 6, below, Dental City makes no representations or warranties of any kind, either expressed or implied, as to the accuracy, reliability, completeness or timeliness of any information about third-party products, You should independently investigate and evaluate whether the product meets Your needs. In any event, You agree that Dental City shall have no liability whatsoever as a result of Your purchasing or using any third-party product or information that is provided about on the Website.

4. Security, Privacy, and Access.

- (a) Each Party will promptly notify the other of any unauthorized access to or use of Customer Data or passwords. The Parties will use reasonable efforts to take remedial measures to address any such unauthorized access. Pursuant to the terms of Section 6, below, Dental City will not be liable for any damages (direct, incidental or consequential of any kind) incurred by Customer arising out of or related to use of the Service, including without limitation in connection with any unauthorized access to or disclosure of Customer Data, resulting from the actions of Customer, any third party, or from the failure of electronic or other security measures. Customer acknowledges and agrees that notwithstanding the foregoing provisions of this Section 4(a), Dental City may transfer Customer Data to any successor in interest of Dental City or to any third-party service provider listed in Section 3, above.
- (b) Dental City has the right to: (i) monitor the Service; (ii) disclose any information arising out of the Service, including without limitation Customer Data, as necessary to satisfy any law, regulation, or demand of government or of internal auditors or to protect Dental City or its customers; (iii) remove or refuse to post any materials that it finds, at its sole discretion, to be offensive, undesirable, in violation of these Terms, or otherwise unacceptable; (iv) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; or (v) terminate or suspend Your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING

FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

5. General Representations and Warranties.

- (a) Each Party hereto represents and warrants that (i) it has the full right, power and authority (including corporate right, power and authority, as applicable) to enter into these Terms, (ii) the acceptance of these Terms and the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a party or by which it is bound, and (iii) when accepted these Terms will constitute the legal, valid, and binding obligation of such Party, in accordance with its terms.
- (b) In connection with the subject matter of these Terms, Customer agrees to comply with all applicable federal, state and local laws and regulations.
- (c) Customer represents, warrants and covenants: (i) that Customer is solely responsible for its Customer Data, including without limitation, the security of such Customer Data; (ii) that Customer has the necessary rights and licenses, consents, permissions, waivers and releases to use its Customer Data; and (iii) for any content that You post or otherwise provide to Dental City in connection with the Website, You grant Dental City an irrevocable, perpetual, royalty-free worldwide license to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and otherwise exploit such materials in any and all media or distribution formats, methods, and channels (including those not known or later developed).
- (d) Customer represents and warrants that: (i) the information Customer provides in connection with registering for the Service is accurate, complete, and in compliance with the requirements hereunder; (ii) if Customer is registering for the Service as an individual, that Customer is at least eighteen (18) years of age and has the legal capacity to enter into these Terms; and (iii) if registering for the Service as an entity or organization, (1) such entity or organization is duly authorized to do business in the country or countries where it operates, (2) the individual accepting these Terms and completing the registration for the Service on behalf of the Customer meets the requirements of clause (d)(ii), above, and is an authorized representative of such entity or organization, and (3) the employees, officers, representatives and other agents of such entity or organization accessing the Service are duly authorized to access the Service and to legally bind such entity or organization to these Terms.

- (e) Customer represents and warrants that use of the Service is for purposes of determining cost estimates for dental care products You are considering purchasing, and will not use the information in the Service for a commercial or anti-competitive purpose. Customer recognizes that the results of the price comparison features of the Website are valid only to extent that You have transmitted valid and current information regarding the dental care products that are the subject of the comparison.

6. No Warranty; Limitation of Liability and Release.

- (a) Dental City MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SERVICE AND PERFORMANCE THEREOF, AND WITH RESPECT TO THE SERVICE AND Dental City'S PERFORMANCE UNDER THESE TERMS, SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Dental City DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR DOWNTIME OR BE ERROR FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR THE SERVER(S) THAT MAKE IT ARE AVAILABLE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET CUSTOMERS NEEDS OR EXPECTATIONS. THE FORGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- (b) UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION Dental City'S NEGLIGENCE, WILL Dental City BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR TO THE USE OR INABILITY TO USE THE SERVICE.
- (c) IN NO EVENT WILL Dental City'S TOTAL LIABILITY FOR ANY DAMAGES, LOSSES, CAUSES OF ACTION, AND RELATED ATTORNEY FEES, WHETHER ARISING IN CONTRACT, TORT, OR EQUITY, INCLUDING WITHOUT LIMITATION NEGLIGENCE, EITHER JOINTLY OR SEVERALLY, EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER TO Dental City IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE CLAIMED INJURY OR DAMAGE.
- (d) Dental City is not liable for the accuracy, truthfulness, or validity of any data entered by Customer or provided through the Service. Dental City is not liable for the loss of any Customer Data.
- (e) Customer's sole and exclusive remedy, if it is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of Dental City is to discontinue using the Service.

(f) To the fullest extent permitted by law, Customer hereby releases Dental City from any and all responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of disputes between users and the acts of omissions of third parties. If You are a consumer who resides in California, You hereby waive Your rights under California Civil Code §1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

7. Indemnification. Customer will indemnify and hold harmless Dental City and its affiliates, employees, officers, managers, directors, members, stockholders, agents, licensors, successors and assigns from all damages and liability, including without limitation reasonable attorneys’ fees, incurred as a result of (i) customer’s violation of its obligations under these Terms; (ii) the negligent or willful acts of Customer, or (iii) the violation by Customer of Dental City’s or any third party’s rights, including without limitation privacy rights, other property rights, trade secret, proprietary information, trademark, copyright, or patent rights, and claims for libel, slander, or unfair trade practices in connection with the use or operation of the Service. Customer’s obligation to indemnify will survive the expiration or termination of these Terms by either Party for any reason.

8. Termination and Cessation of Service.

(a) Either Party may terminate these Terms at any time. The following obligations will survive the termination of these Terms for any reason: (i) indemnification obligations set forth in Section 7, above; (ii) obligations to make payments of amounts that become due under these Terms before termination; and (iii) any other provision hereof where the context of such provision indicates an intent that it will survive the term or termination of these Terms of Use.

(b) Dental City may deny or may temporarily suspend Customer access to all or part of the Service without notice if Dental City believes, in its sole discretion, that Customer may have violated any of these Terms.

(c) Upon termination of these Terms, Dental City will store and retain Customer Data for any period that may be necessary hereunder and may, in its discretion, store and retain such data for any longer period as may be allowed by applicable law. While such data is stored post-termination of these Terms, Dental City will not willingly disclose the data to any third party unless authorized by Customer, or as may be permitted by these Terms.

9. Copyright and Trademark Notice.

(a) All content and materials on this Website and all products offered through the Service, including, but not limited to all written materials, text, information, designs, graphics, images, drawings, photographs, code and software, and all organization and presentation

of the content which form part of this website (hereafter “Content”) are the exclusive property of Dental City or third parties that have licensed their Content to us, and are protected by intellectual property laws related to copyrights, trademarks, trade names, Internet domain names, trade dress and other property rights (hereafter “Intellectual Property Rights”). Nothing on this Website shall be construed as granting You or any other party a license to use or disclose any of the Content or the Intellectual Property Rights therein, except as expressly granted in these Terms of Service.

- (b) You may not copy, reproduce, modify, publish, distribute, transmit, transfer or create derivative works from the Content of this Website without first obtaining written permission from Dental City. Unauthorized use of any Content could cause irreparable harm to the Company, and the Company shall be entitled to an injunction and other remedies available at law or in equity to prevent such harm.

10. Interruption of Service.

- (a) Dental City WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO INTERRUPTION OF, OR DEFECTS IN TRANSMISSION OF, THE SERVICE, including without limitation interruptions or defects due to inability to access the Internet or any part thereof, equipment modifications, upgrades, relocations, or repairs. No reduction of payments will be made in the case of temporary interruption of or defects in transmission of the Service.
- (b) Dental City will not be liable for interruption of or delays in transmission of the Service caused by acts of God, fire, water, riots, acts of Government, acts or omissions of Internet backbone providers, or any other causes beyond Dental City’s control.

11. Customer Data and Data Gathering.

- (a) All Customer Data, however created, is the sole and absolute property of the Customer. Under no circumstances shall any Customer Data be shared, disclosed, assigned or communicated with any other customer, supplier, manufacturer or distributor. Notwithstanding any other provision of these Terms, Customer grants to Dental City and its subsidiaries, affiliates, licensees and assigns a non-exclusive, irrevocable and perpetual license to use, reproduce and otherwise exploit and search the Customer Data:
 1. for the purposes of providing the Services to the Customer and for any purposes which Dental City considers are ancillary to its provision of the Services or are otherwise necessary for the proper operation of the Website;
 2. in accordance with Dental City’s Privacy Policy;
 3. for the purposes of contacting Customer or its authorized user (an “Authorized User”) in relation to and providing Services to the Customer or its Authorized Users and/or any service offering outside of the Website;

4. to determine whether any Customer Data or use of the Website by Customer or its Authorized Users is illegal or violates these Terms;
 5. to generate statistical or other information used by Dental City (or its subsidiaries, affiliates, licensees or assigns) or provided to third parties directly or indirectly through incorporation in a database, marketing list, report or otherwise. This authorized use, and the right to keep backup copies of Customer Data, continues after the termination or expiration of these Terms;
 6. to comply with its own obligations under applicable law and regulations and to establish, exercise or defend legal claims; and/or
 7. to improve the Website for all Authorized Users.
- (b) Dental City may collect anonymous information from Your visits to our Website to help us understand the usage patterns of the Website and provide better customer service. Information that we collect in this manner is provided automatically by Your system and the systems that You use to connect to our Website. For example, Dental City keeps track of what time people enter our Website, how long they stay on the Website, and what sections of the Website they visit. This information is kept in aggregate format. Dental City may also collect IP address, browser, and operating system information. Dental City uses this information to better tailor our Website for our visitors and their usage patterns, as well as to gauge performance and other measures of the Website, again in aggregate format.
- (c) Cookies may sometimes be used to further track usage patterns of the Website by Customers, in aggregate and anonymous format. Only a unique identifier is kept on Your system that will allow You to access the records stored on our secure, password-protected server(s). No financial or personal information will ever be left on Your system in the form of a cookie.
- (d) The Website has security measures in place to protect the loss, misuse and alteration of Customer Data under our control. All information is stored in secure locations on password-protected servers. Despite these practices, the transmission of information via the internet is not completely secure. Although Dental City does its best to protect Customer Data, we cannot guarantee the security of Customer Data transmitted to our Website. Accordingly, if You choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to this Website or portions of it using Your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of Your username or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information. Dental

City reserves the right to disable any username, password, or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms.

12. Miscellaneous.

- (a) These Terms, along with the Privacy Policy, constitutes the entire agreement between Dental City and Customer regarding the subject matter hereof and expressly supersedes any prior or contemporaneous written or oral agreements between the Parties regarding the subject matter hereof, including without limitation any offer, purchase order, or other similar instrument in writing. these Terms of Use may not be amended, altered, or changed except by a written agreement signed by the duly authorized representatives of both Parties.
- (b) In the event that any provision of these Terms are held to be invalid, illegal or unenforceable for any reason by a court or other tribunal of competent jurisdiction, such provision will be construed as nearly as possible to reflect its original intent and the remainder of these Terms will remain in full force and effect.
- (c) Customer's rights under these Terms are personal and are not assignable. Dental City may assign its rights and obligations under these Terms to third parties.
- (d) Dental City is controlled, operated and administered primarily from its offices within the United States of America. Dental City makes no representation that the Website is appropriate or available for use at locations outside of United States of America and access to the Website from territories where their contents are illegal is prohibited. Customer may not use the Website or export any materials therein in violation of United States of America export laws and regulations. If Customer accesses the Website from locations outside of United States of America, Customer is responsible for compliance with all local laws.
- (e) These Terms of Use shall be governed by the laws of the State of Wisconsin, United States of America.
- (f) The Parties agree that any claim, controversy, or dispute arising out of or relating to these Terms will be settled by binding arbitration in Brown County, Wisconsin, USA, before a panel of three arbitrators, with Dental City selecting one arbitrator, Customer selecting one arbitrator, and the two chosen arbitrators mutually selecting a third arbitrator. The terms and conditions of the arbitration shall be as agreed to by the Parties and arbitrators, and if they cannot so agree, then the rules of the American Arbitration Association then existing shall apply; however, the cost of the arbitrator's fees shall be equally borne by the Parties. Any decision rendered by the arbitration panel can be entered by any Party as a judgment on the arbitration award in the state and federal courts of Brown County, Wisconsin, and Customer agrees to submit to the subject matter and personal jurisdiction of such courts. The arbitration panel and the court entering any judgment on an arbitration award may award the prevailing Party its reasonable attorney's and expert witness fees. The decision of the arbitrators will be binding; provided, however, that Dental City may bring an action in a court of competent jurisdiction for injunctive or other equitable or extraordinary relief

as may be necessary to enforce the terms of these Terms of Use before arbitration may occur.

(g) The remedies provided in these Terms and at law or in equity are cumulative and not exclusive. The failure by either Party to exercise any right or remedy under these Terms or otherwise available at law or in equity will not be deemed a waiver of any subsequent right or remedy.

13. Acceptance. The Parties acknowledge that they have read these Terms of Use and hereby agree to be bound thereby. These Terms will become effective upon Customer's acceptance by electronic acknowledgment on the Website.

14. Your Comments and Concerns. If You have questions about these Terms, please contact Dental City at 1-800-353-9595 or help@dentalcity.com.

Last updated: June 11, 2024