

## **Web Site Use Agreement**

This Agreement is between you and Dental Benefit Providers, Inc., on behalf of itself and its affiliates (referred to as “we”, “us”, and “our”), and governs your use of this web site (“Site”). If you or the organization you belong to has an existing agreement (“Business Agreement”) with us the services you use through this Site are also subject to the terms and conditions of that Business Agreement, incorporated herein, which, together with this Agreement shall constitute the entire agreement between you and us pertaining to your use of our Site.

### **HOW YOU ACCEPT THIS AGREEMENT**

You agree to the terms of this Agreement by using our Site. If you do not agree to these terms, you may not use this Site. We may modify this Agreement at any time with or without notice, by posting in our Site, and such modification will become effective immediately. You agree to review this Agreement from time to time.

### **WHAT YOU REPRESENT AND WARRANT TO US**

You represent and warrant to us that: (a) you are who you portray yourself to be when you use the Site; (b) your use of the Site has been authorized; (c) you will use the Site only in connection with doing business with us, and in a way that does not disrupt the network connected to the Site; and (d) you have obtained the necessary and proper consents required for you to view, send and/or receive the Dental Information (defined below) through our Site.

### **YOUR OBLIGATION REGARDING USER IDS AND PASSWORDS**

You agree to treat your password and User ID as confidential, and to share them only with your personnel who have a need to use them for your legitimate business purposes with us. You agree that you are solely liable for all actions taken using your password and User ID. If you believe your password or User ID has been accessed by an unauthorized person, contact us immediately so we may deactivate them. You may not attempt to log in with a User ID and password other than your own, and you may only access portions of the Site you are authorized to access. **In the event your organization only uses one password and User ID, you agree to keep current written records of who has been provided the password and User ID.**

### **DATA; HARDWARE**

You agree to regularly back up your own data, and maintain adequate records to be able to replicate any data transmitted through our Site. We are not liable for the content of or any errors in the data transmitted through our Site, or any lost data. You are responsible for obtaining and paying for any hardware, software and/or service necessary to use our Site.

## **DENTAL CONTENT; PRODUCTS MENTIONED; LINK TO OTHER SITES**

Any dental content (i.e. articles) made available through our site is for educational and informational purposes only. Our mention of specific products or services at this site or inclusion of links to other sites does not constitute or imply a recommendation or endorsement by us, unless we explicitly state it.

## **CONFIDENTIALITY**

You acknowledge that through our Site you may be able to view, send and/or receive confidential information, including without limitation patient-related and claims information (“Dental Information”) for your patients. In addition to your obligations in the Business Agreement regarding such information, you agree to maintain the security and privacy of patient-related information in compliance with all applicable state and federal laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and agree that all Dental Information shall be held in strictest confidence. You will ensure that your hardware and software systems used for transmission of Dental Information be properly encrypted to ensure compliance with HIPAA. You shall ensure that access to Dental Information shall be limited to your employees on a “need to know” basis and that such information will be used solely for purposes relating to dental treatment, communications with us, and other healthcare operations. You also agree to promptly notify us in the event you become aware of any violation of this provision.

You agree not to use or disclose any of our business information or information regarding our Site (including without limitation information regarding its functionality, options, “look and feel”) (“Site Confidential Information”) without our prior written permission.

## **OWNERSHIP, LICENSE AND RESTRICTIONS ON USE OF MATERIALS**

All right, title and interest (including all copyrights, trademarks, trade secrets and other intellectual property rights) in all portions of the Site belongs to us. Adobe, the Adobe logo, Acrobat and the Acrobat logo, are either trademarks or registered trademarks of Adobe Systems as incorporated in the United States and/or other countries. You are hereby granted a nonexclusive, nontransferable, limited license to view and use information retrieved from this Site solely in connection with doing business with us; provided you do not remove or obscure the copyright notice or other notices that may appear on such materials. Except as expressly provided above, no part of this Site, including but not limited to materials retrieved therefrom and the underlying code, may be reproduced, republished, copied, transmitted, or distributed in any form or by any means. You may link to our home page only. We prohibit linking to other content within our Site without our express written permissions.

## **WHAT WE DISCLAIM**

The claims status, eligibility and coverage information accessible through the Site is for your convenience only, and is subject to change. Eligibility and coverage information for individuals you provide dental services for are governed by the terms of the contract, if applicable, between you and us. Payment of claims is not guaranteed through use of this Site, and is governed by the terms of the contract, if applicable, between you and us.

We use reasonable methods to include accurate and up-to-date information on the Site. Because of the possibility of human and mechanical error as well as other factors, WE DISCLAIM ANY EXPRESSION OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, REPRESENTATION ABOUT ITS ACCURACY, COMPLETENESS, OR APPROPRIATENESS OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **WHAT WE WILL NOT BE LIABLE FOR**

WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OR INCOMPLETENESS OF INFORMATION, UNAUTHORIZED ACCESS, COMPUTER VIRUSES, MALICIOUS CODE, LOSS OF DATA, COMPATIBILITY ISSUES, OR OTHERWISE. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL ISSUES, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST DATA, COST TO PROCURE REPLACEMENT SERVICES OR GOODS, OR BUSINESS OPPORTUNITITES) ARISING OUT OF YOUR ACCESS TO OR USE OF OUR SITE, OR ANY OTHER LINK WE PROVIDE TO ANOTHER SITE, OR ANY ACTS, OMISSIONS, DEFECTS, SECURITY BREACHES, OR DELAYS, REGARDLESS OF THE BASIS OF THE CLAIM OR IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

## **INDEMNIFICATION**

In addition to your obligations, if any, to indemnify us under the Business Agreement, you agree to defend, indemnify and hold us and our affiliates harmless against any claims, losses, damages, expenses, or costs (including without limitation reasonable costs of litigation such as attorneys' fees and expert fees) arising from, incurred as a result of, or related to your breach of this Agreement, your unauthorized or illegal use of the Site or the information contained within or transmitted through it, whether you or any other person using your password or User ID.

## **TERMINATION; GOVERNING LAW; LEGAL JURISDICTION; SURVIVAL**

You may terminate this Agreement by providing us written notice of such termination and discontinuing your access of our Site. We may terminate this Agreement and your

right to access or use our Site at any time, with or without cause. All provisions, which, by their nature survive, shall survive termination of this Agreement.

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