

Terms of Use

When accessing the MHG website, you are automatically agreeing to all of the following Terms of Use. You are encouraged to review the Terms of Use, as well as the Privacy Policy related to the site, as they create a binding agreement between MHG and yourself. Because MHG may revise these Terms of Use at our discretion, we also encourage you to periodically review them in order to be aware of any such changes. When we make changes or modifications, we will display the updated Terms of Use on the site. Please note that all such changes will become effective immediately at the time of posting. Remember that this Terms of Use applies only to the Website and does not apply to the content of any third parties.

When you are utilizing particular services, you and MHG shall be subject to additional terms and any posted guidelines or rules applicable to such services. All such guidelines or rules are hereby incorporated by reference into these Terms of Use. If any terms contained in this Terms of Use conflict with any terms contained within such guidelines or rules, then the terms in this agreement shall be in control.

If you have any questions regarding the use of the Website please email them to info@dentalxp.com.

1. BECOMING A MEMBER AND REGISTRATION.

A. Accessing the Site and Becoming a Member. While there are parts of the Website that are available only to individuals who purchase a fee-based membership and services, there is no cost to register on our Website or use our non-fee based services. If you are merely surfing or browsing through the site and have not yet registered to become a member, your use of the website is still subject to the Terms of Use; if you do not agree to the Terms of Use, do not use the website. The services available to you will vary depending upon whether you register as a member and whether or not you choose to purchase a fee-based membership. Your use of the Website may also be subject to terms outlined elsewhere in this agreement. You are responsible for reviewing these terms as they also form a binding part of our agreement with you. Once you register with us as a non-paying member or purchase a fee-based subscription, we consider you a "member" of the MHG community. Your membership and password are only valid for your personal, non-commercial use of MHG.

B. Your Information. When you register on the Website we may ask you to provide us with certain personal information about yourself including, without limitation, your name, address, telephone number, email or other electronic address and applicable billing information (e.g., credit card number and expiration date) (collectively, "Your Information"). Please review our Privacy Policy for clarification on how we may use Your Information and other information that you may provide or submit while using the Website and our Services. For your part, you agree that all Your Information that you provide to us is complete, accurate and up to date. You will notify us of any changes to Your Information. If you fail to update Your Information or if all or part of Your Information is (or appears to be) untrue, inaccurate, or incomplete we may suspend or terminate your membership and refuse any and all current or future use of our Website and Services, without refund to you of any fees paid.

Without limiting any of the foregoing, you are responsible for ensuring that the email address you submit to the Site as part of your registration and during the course of your membership is valid and that the services, software or systems you use to access your email do not block or filter communication from Dentalxp. Please note that your work email may be subject to additional limitations placed on its use by your employer. We ask that you use your personal email address when registering as a member. If you choose to register with your work email, or use an email System that interferes with the delivery of MHG communications, we may not be able to provide you with certain Services.

In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including, without limitation, Your Information, IP address and traffic information, usage history, and Content you have posted on the Website. Our right to disclose any such information shall govern over any terms of our Privacy Policy.

C. Your Password. During the registration process you will choose a specific user ID. We will also ask you to create a password. Because any activities that occur under your user ID or password are your responsibility it is important for you to keep your user ID and password secure. Notify us immediately if you believe that someone has used your registration or password without your authorization.

D. Communications. From time to time we will send you communications, in keeping with our Privacy Policy and as otherwise permitted in these Terms of Use. Please note that any number of issues may interfere with your receipt of such communications, including, without limit, some types of email systems that may use filtering or blocking techniques that are intended to block email. MHG is not responsible for the actual delivery or your receipt of these communications.

2. MEMBER CONDUCT.

A. Community Guidelines. The Website contains a Blog section that enables members of the community to communicate and share information. When you use the Blog section of the Website, you may have the opportunity to disclose, post, or otherwise upload to publicly accessible portions of the Website, or share with other members, information and other content. While we may provide you with these tools and opportunities, we also wish to remind you that you should choose carefully which information you post on the Website and that you provide to other members.

You are required to use the Communication Tools responsibly, just as you would act responsibly when communicating or interacting with others in your offline communities. As a result, we expect and require that you take full responsibility for the Content that you post or send through the Website. We have established some Community Guidelines that we hope will increase your awareness of your responsibilities to others when using the Communication Tools and will enhance your enjoyment of our Website. These Guidelines are incorporated by reference into this Terms of Use. We may update these Guidelines from time to time. In addition to your adherence to the Guidelines, you specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

The following Community Guidelines apply to and govern your use of the Communication Tools:

- Do contribute responsibly in the Blogs;
- Do treat others in the community with respect;
- Do let us know if you come across Content that you find offensive, possibly unlawful, or that you believe otherwise violates these Community Guidelines;
- Don't post, email, transmit or otherwise make available any Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- Don't Provide any Content that encourages a criminal offense or violates the rights of any party;
- Don't impersonate anyone else or misrepresent your affiliation with a person or entity;
- Don't violate any applicable local, state, national and international law or regulation;
- Don't harass others;
- Don't try to gain unauthorized access to the Website, other members' accounts, or computers connected to the Website;

B. Monitoring and Enforcement. We actively monitor the Blogs; however we are not obligated to do so. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our Website, you may be exposed to Content that you find offensive or objectionable. You can contact us directly at info@dentalxp.com to let us know of Content that you find objectionable. We will investigate the complaints that come to our attention. If we choose to investigate the complaint, we will take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the Content or terminating memberships. However, because situations and interpretations vary, we also reserve the right not to take any action. In such cases, we may not remove Content that you believe is objectionable or offensive. -Please remember that you can always choose to refrain from using any part of the Website that exposes you to something that you are uncomfortable with. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any Content.

3. SUBMITTING OR POSTING CONTENT.

When you participate in the MHG community you are granting MHG certain rights to use the Content you submit or post through the Website. By submitting Content you grant us a royalty-free, worldwide, non-terminable, non-exclusive license to use, reproduce, modify, adapt, edit, market, publish, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote such Content (in whole or in part) in any medium now known or hereafter devised, for editorial, commercial, promotional and all other purposes including, without limitation, the right to publish your name in connection with your Content; and the right to sublicense any or all of these rights. You acknowledge that MHG owns all right, title, and interest in any compilation, collective work or other derivative work created using or incorporating the Content. Please remember that you are ultimately responsible for all Content that you provide and you warrant and represent that: (i) the Content does not and will not infringe on any copyright or any other third party right nor violate any applicable law or regulation; and (ii) you have the right to grant any and all necessary rights and licenses provided in this Section 3, including without limitation, all

necessary copyright and other related rights to the Content, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity. No compensation will be paid for the use of your Content.

4. MHG PROPERTY RIGHTS.

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UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIUBTING OR DUPLICATING OR ANY OTHER MISUSE OF ANY PART OF THE WEBSITE IS STRICTLY PROHIBITED. Nothing contained in the Terms of Use or in the materials on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any material in any manner without the prior written consent of MHG or such third party that may own the material or intellectual property displayed on this Website. In addition, use of the content or materials for any purpose not expressly permitted in the Terms of Use is prohibited.

5. AVAILABILITY OF SERVICES.

MHG does not provide you with access to the Internet or the equipment necessary to access the Internet or the Website or Services. You are responsible for the fees charged by other parties to obtain access to our Website and Services (by way of example only, Internet service provider or airtime charges) and for providing the equipment necessary to access the Website and Services. From time to time MHG may modify, suspend or discontinue any of the Services offered on our Website without notice to you. MHG shall not be liable to you for any modification, suspension or discontinuance of Services. MHG may establish certain policies and practices concerning use of the Services, including without limitation the number of days that any items will be retained on our systems. MHG has no responsibility or liability for the deletion or failure of any Content maintained by our Services. We reserve the right to change our practices and policies at any time, in our sole discretion, with or without notice to you.

6. THIRD-PARTY OFFERS.

We may allow other companies to offer you products and services, including offers through our Website. Whether or not you decide to participate in such an offer is up to you. Your participation in any of these offers, including payment and delivery of related goods or services and the terms, conditions, warranties or representations associated with such offers, is solely between you and the third-party company. You agree that MHG shall not be liable for any costs or damages you may incur resulting from your decision to enter such transactions.

7. LINKING TO OR FROM OUR WEBSITE.

While our Website may have links to the websites of other companies and parties, MHG has no control over those websites. MHG is not responsible or liable for any content, advertising, products, services or other materials on or available from those websites.

8. TERMINATION/CANCELLATION.

You may terminate your registration at any time by contacting us via email at info@dentalxp.com. If you have a dispute with us relating to the Website or the Services, you may cancel your registration or cease use of the Website. The cancellation of your membership or ceasing all use of our Website is your only remedy with respect to any such dispute that you may have with us. We will attempt to process all cancellation requests within 72 hours after we receive your request. If you have purchased a fee-based Service from us, any such termination or cancellation is subject to the refund policy. From time to time certain members do not comply with the terms and conditions in the Terms of Use. If we determine, in our sole discretion, that you are not in compliance with the Terms of Use, we reserve the right to terminate your membership. Upon any termination or cancellation of your membership, we may immediately deactivate or delete your membership and all related information and/or bar any further access to your membership or information.

9. PRIVACY.

MHG believes strongly in protecting the privacy of users of the Website and providing you with notice of our collection and use of data, including personally identifying information collected from the Website. Therefore, MHG has adopted a Privacy Policy, which is incorporated herein by reference that you should read to fully understand how we collect and use information.

10. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT:

OUR WEBSITE AND THE SERVICES PROVIDED THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MHG DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE FUNCTIONS, MATERIALS AND CONTENT OF THE WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND MHG MAKES NO WARRANTY THAT THE INFORMATION ON THE WEBSITE WILL BE ACCURATE, CURRENT OR RELIABLE OR THAT THE QUALITY ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS. MHG DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. YOU ASSUME THE ENTIRE RISK OF LOSS AND DAMAGE DUE TO YOUR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE COST OF REPAIRS OR CORRECTIONS TO YOUR HARDWARE OR SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN

WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

11. LIMITATIONS OF LIABILITY.

YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR SOLE RISK. MHG AND ITS RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF CLASSMATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. CHOICE OF LAW & VENUE.

The Terms of Use, your access and use of the Website and Services and the relationship between you and MHG is governed by the laws of the State of Georgia, without giving effect to its conflict of law provisions. MHG and you both agree to submit to the personal and exclusive jurisdiction of the courts of the State of Georgia. You are responsible for complying with local laws, if and to the extent local laws are applicable. Notwithstanding the foregoing, MHG shall have the right to commence and prosecute any legal or equitable action or proceeding before any United States or non-United States court of competent jurisdiction to obtain injunctive or other relief in Dentalxp's sole discretion. Regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of the Website or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

13. MISCELLANEOUS TERMS.

Our relationship is not one of agency or partnership and neither you nor MHG shall be deemed to be a partner, employee, fiduciary, agent or representative of the other by your use of the Website. You may not assign or transfer your rights to any third party. The terms and conditions in the Terms of Use are severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall still be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. If MHG fails to enforce any provision of the Terms of Use it shall not constitute a waiver of such provision. The Terms of Use may be modified only by MHG posting changes to the Terms of Use on the Website. Each time you access the Website, you will be deemed to have accepted any such changes in effect at the time of access. We may assign our rights and obligations under the Terms of Use. This agreement will inure to the benefit of Dentalxp's successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of the Terms of Use, or to exercise any right thereunder, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any

other instance; rather, the same will be and remain in full force and effect. The Terms of Use, the Additional Terms below, the attachments thereto, and the documents incorporated by reference, constitute the entire understanding between us regarding your access to, license and use of the Website and our Services, and they supersede any prior agreements, statements or representations with respect to the same.

SUBSCRIPTION SERVICES

Some features of or services provided through the Website require a fee-based subscription. If you elect to purchase subscription services you understand that your subscription is personal to you and the members of your household, and you may not transfer or make available your account name and password to others, including without limitation your co-workers. Any distribution by you of your account name and password may result in cancellation of your subscription without refund and in additional charges based on unauthorized use. From time to time the subscription services may change, without prior notice.

You may terminate Subscription Services at any time by contacting us at info@dentalxp.com. If you have a dispute with us relating to the Website or the subscription services, you may cancel the subscription services. The cancellation of subscription services is your only remedy with respect to any such dispute that you may have with us. We will attempt to process all cancellation requests within 72 hours after we receive your request. Any such termination or cancellation is subject to the no-refund policy described below. Please remember that if we determine, in our sole discretion, that you are not complying with the Terms of Use, we reserve the right to terminate your subscription services. Upon any termination or cancellation of your subscription services, we may immediately deactivate or delete your Website membership and all related information and/or bar any further access by you to the Website.

Prices for all Subscription Services exclude all applicable taxes and telecommunication charges, unless expressly stated otherwise. To the extent permissible under law, you are responsible for any applicable taxes, whether or not they are listed on your receipt or statement. If you purchase subscription services, you agree to pay, using a valid credit card (or other form of payment that we may accept from time to time), the applicable fees and taxes (if any) set forth on the Website. We reserve the right, upon prior notice to you, to change the amount of any fees and to institute new fees, effective at the end of your current subscription period. All authorized charges will be billed to your designated credit card account (or other payment method) on the terms described in the specific offer. If payment cannot be charged to your credit card or your payment is returned to MHG for any reason, MHG reserves the right to either suspend or terminate your access to the unpaid-for subscription services.

Refund Policy. Payment for joining MHG is non-refundable. No partial months will be refunded.

Automatic Renewal Program. If you are participating in the MHG Automatic Renewal Program, MHG will automatically renew your subscription on the anniversary of your purchase for three (3) year(s) to ensure that there is no interruption of your member privileges. MHG will charge your credit card at the then-current renewal rate using the credit card information we have on file for your account. Unless you provide MHG with prior

notice that you are canceling your subscription, we may renew your subscription without further authorization from you. Please note that even if you provide us with notice, it will not affect charges submitted before MHG can reasonably act. Please contact us at info@dentalxp.com to cancel your automatic renewal, cancel your subscription, or change your payment method.

FREE TRIAL

From time to time MHG may, at its discretion, offer limited free trials of some products or services. To view the details of your free trial, if any, please visit your account page.

Only one free trial may be redeemed per person per membership type. Upon registering for your free trial, your credit card will be authorized for the price of the membership. In some instances, your available balance or credit limit may reflect the authorization for the amount of the membership; however, no charges will be made to your credit card unless you do not cancel prior to the end of your free trial period.

We will begin charging your credit card for your specific membership at the end of your free trial. Visit your account page to view the end date of your free trial. You must cancel prior to the end of your free trial offer to avoid charges to your credit card. If you stay enrolled in our auto-renewal program, we will bill your credit card at the end of each subscription period until you cancel in order to provide you with continued use of your membership services.