

This User Agreement (this "Agreement") is an agreement between ("you" or "User") and Dentalocums and presides over the use by User of the services offered by Dentalocums via Dentalocums's website, web application (accessible via the following URL <https://Dentalocums.uk>) and mobile applications. Such services, website and mobile applications are hereinafter together referred to as the "Service". The Service is operated by Dentalocums Limited, Kemp House, 160 City Road, London (company registration number 12453074) referred to as "Dentalocums", "we", "us", and "our". You must read, agree to, and accept all the terms and conditions contained in this Agreement in order to use our Service.

Dentalocums reserves the right, from time to time, with or without notice, to change this User Agreement at its sole discretion, and the latest version will appear on the Service with the date that it was last updated. By using the Service after any changes have been posted, you agree to the new terms. If Dentalocums makes any significant changes to these Terms of Service, it will notify Users by email (to the email address registered with Dentalocums) in advance.

YOU UNDERSTAND THAT BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SERVICE. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT ENTITY.

Definitions

- a. "**Affiliate**" means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Dentalocums.
- b. "**Practice**" means any authorized User utilizing the Service to seek and/or obtain DCP Services from another User. From time to time, Dentalocums may act as a Practice, and the terms and conditions of this Agreement applicable to Practices will apply to Dentalocums when Dentalocums acts in this way.
- c. "**Practice Deliverables**" means requests, intellectual property, and any other information or materials that a DCP receives from a Practice for a particular Booking Agreement.
- d. "**Confidential Information**" means Practice Deliverables, DCP Deliverables, and any other information provided to, or created by, a User for a Booking Agreement, regardless of whether in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that: (a) is generally known by third parties as a result of no act or omission of DCP or Practice; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party's obligations of confidentiality; or (d) was independently developed by User without use of another person's Confidential Information.
- e. "**Booking Request**" means a Booking Request for DCP Services that a Practice provides to a DCP on the Service. Acceptance of the Request by DCP forms a "Booking Agreement."
- f. "**DCPs-dental care professionals**" means any authorized User utilizing the Service to advertise and provide dental care Services to Practices. A DCP is also a customer of Dentalocums with respect to use of the Service and the Service services.

g. **“DCP Deliverables”** means requests, intellectual property, and any other information or materials that a Practice receives from a DCP for a particular Booking Agreement.

h. **“DCPs Services”** means all services performed for or delivered to Practices by DCPs.

i. **“Intellectual Property Rights”** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

j. **“Payment Method”** means a valid credit or debit card issued by a bank acceptable to Dentalocums, or such other method of payment as Dentalocums may accept from time to time in our sole discretion.

k. **“Booking Agreement”** means the contract formed between a Practice and a DCP, governing DCP Services to be performed by DCP for Practice per the terms of the applicable Request.

l. **“User Content”** means any data, feedback, content, text, video, music, or other information that User posts to any part of the Service.

1. Creation of Account with Dentalocums

a. In order to use the Service, Users are required to create an account (an “Account”) by completing the account registration form on the web application or mobile app. Dentalocums offers the Service for User’s business purposes, and not for personal, household, or consumer use. User must have, and hereby represent that it has, an independent business (whether it be as a self-employed individual/sole trader or as a limited Dentalocums or other entity). To register for an Account, User must be and hereby represents that User is a legal entity or an individual 18 years or older who can form legally binding contracts. By registering for an Account, User agrees to: (i) abide by this Agreement and the processes, procedures, and guidelines described on the Service; (ii) be financially responsible for User’s use of the Service and the purchase and/or delivery of DCP Services, as applicable; and (iii) perform User’s obligations as specified by any Booking Agreement that User accepts, unless such obligations are prohibited by applicable law or this Agreement. Dentalocums reserves the right, in its sole discretion, to refuse, suspend, or revoke User’s access to the Service upon discovery that any information User provided on any form or posted on the Service is not true, accurate, or complete, or otherwise violates this Agreement, or for any other reason or no reason in Dentalocums's sole discretion.

b. User consents to give valid, precise, and complete information on all registration and other forms User accesses on the Service or provides to Dentalocums and to update User’s information to maintain its truthfulness, accuracy, and completeness. User must not provide false or misleading information about User’s location. User must not provide false or misleading information about User’s business or the services User’s business provides. User must not register for more than one DCP Account (receptionist, nurse, hygienist, therapist) and one Practice Account (dental practice) without express written permission from Dentalocums. Solely for purposes of the foregoing sentence, “User” means you, any member of User’s immediate family, and any entity directly or indirectly controlled by you or any member of User’s immediate family.

c. When User registers for an Account and from time to time thereafter, User's Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm User's identity. User authorizes Dentalocums, directly or through third parties, to make any inquiries necessary to validate User's identity and confirm User's ownership of User's email address or financial accounts, subject to applicable law. Failure to provide Dentalocums information about User and User's business when requested is a violation of this Agreement.

d. When User registers for an Account, User will be asked to choose a username and password for the Account. User is entirely responsible for safeguarding and maintaining the confidentiality of User's Account login credentials. User authorizes Dentalocums to assume that any person using the Service with User's login credentials either is User or is authorized to act for User. User agrees to notify Dentalocums immediately if User suspects or becomes aware of any unauthorized use of User's account or any unauthorized access to User's password or the password of any User of User's Account.

2. Digital Signature

By registering for an Account, User is deemed to have executed this Agreement electronically, effective on the date User registers its Account, pursuant to the UK Electronic Signatures Regulations 2002 act. User's Account registration constitutes an acknowledgement that User can electronically receive, download, and print this Agreement.

3. Consent to Electronic Records

a. In connection with this Agreement, User may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate User's use of the Service, User gives Dentalocums permission to provide these records to User electronically instead of in paper form.

b. By registering for an Account, User consents to electronically receive and access, via email or the Service, all records and notices for the services provided to User under this Agreement that Dentalocums would otherwise be required to provide to User in paper form. However, Dentalocums reserves the right, in its sole discretion, to communicate with User via the Royal Mail Service and other third-party mail services using the address under which User's account is registered. User's consent to receive records and notices electronically will remain in effect until User withdraws it. User may withdraw User's consent to receive further records and notices electronically at any time by contacting Customer Support at support@Dentalocums.uk. If User withdraws User's consent to receive such records and notices electronically, Dentalocums will revoke User's access to the Service, and User will no longer be able to use the Service. Any withdrawal of User's consent to receive records and notices electronically will be effective only after Dentalocums has a reasonable period of time to process User's request for withdrawal. Please note that User's withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by Dentalocums to User prior to the withdrawal of User's consent becoming effective.

c. In order to ensure that Dentalocums can provide records and notices to User electronically, User must notify Dentalocums of any change in User's email address or mobile number by updating User's Account information on the Service or by contacting Customer Support.

d. To access and retain the records and notifications Dentalocums provides to User electronically, User will need: (i) a valid email address or a valid mobile number (ii) a smartphone that operates on the latest version of Android or iOS compatible with the device (iii) a computer system that operates on operating system like Windows or Mac; (iv) a connection to the Internet; (v) current Versions of the

software, browsers, plug-ins, or other computer applications and programs identified on the Service (Users utilizing other browsers may experience compatibility difficulties); (vi) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (vii) a computer or device and an operating system capable of supporting all of the above; and (viii) a printer to print out and retain records and notices in paper form or electronic storage to retain records and notices in an electronic form. "Current Version," as used herein, shall mean a version of the software that is currently being supported by its publisher. User should retain a copy of all the records and notifications Dentalocums sends to User electronically. By accepting and agreeing to this Agreement electronically, User represents that (i) User has read and understands the above consent to receive records and notices electronically; (ii) User satisfies the minimum hardware and software requirements specified above; and (iii) User's consent will remain in effect until User withdraws User's consent as specified above.

4. Booking via Web application and Mobile application

a. Dentalocums provides a web application, accessible via the following URL <https://Dentalocums.app> and a mobile application available for download via Google Play Store and the Apple App Store, through which participating dental practices ("Practices") and participating dental care professionals ("DCPs") can identify each other online to buy and sell dental care professional services services ("DCPs Services"). Subject to the terms of this Agreement, Dentalocums provides the Service to Practices and DCPs, including hosting and maintaining the Service, enabling the formation of Booking Agreements between Practices and DCPs, and managing disputes related to those Booking Agreements. As used in this Agreement, the term "DCPs" refers to the following independent dental care professionals registered on the Service: (i) a registered dental hygienist (a "Hygienist") who performs dental hygiene and cleaning, (ii) a registered dental therapist (a "Therapist") who carry out some dental procedures, such as restoring and extracting teeth, and pulp treatments, (iii) a dental nurse (a "Nurse") who renders chair-side dental assistance, or (iv) an office or administrative assistant (a "Receptionist") who renders front office or administrative assistance.

b. Practices may use the Service to search for available DCPs based on desired care services and geography (each, a "Search"). Upon receiving a Search, the Service will attempt to locate and display available DCPs that match the Search parameters (the "Search Results"). Dentalocums makes no representations, warranties or guarantees as to the Search Results or availability of DCPs. A Practice may submit a booking request ("Booking Request") to a DCP, in the Search Results, to provide the desired service, by clicking the "Book" button, or its equivalent, for the indicated DCP. The submission of a Booking Request is in the sole discretion of Practice. The Practice is under no obligation to retain any DCP presented to it by Dentalocums. Practice's submission of a Booking Request constitutes an offer to enter into a binding agreement with DCP, according to the terms of the Booking Request and this Agreement. Practice may cancel the Booking Request any time prior to a DCP's acceptance of the Booking Request.

c. A DCP must, within twenty-four (24) hours of receiving a Booking Request, either confirm or reject the appointment, in its sole discretion. Users acknowledge and agree that, when a DCP accepts a Booking Request, Practice and DCP will be deemed to have entered into a binding agreement (the "Booking Agreement") with each other, comprised of the conditions or contractual provisions in the Booking Request and this Agreement (the transaction, collectively, a "Booking"). Users acknowledge and agree that Dentalocums is not a party to any Booking Agreement, except as a third-party beneficiary.

5. Users Obligations in a Booking Agreement

a. Practice Obligations – For any Booking, Practice shall:

(1) be responsible, prior to the scheduled Booking date, for preparing the patients for treatment. How to prepare a patient for treatment shall be in the Practice's sole discretion, and may include (i) discussing the financial terms, (ii) discussing insurance coverage, and (iii) delivering treatment forms to the patient.

(2) be responsible for the sterilization of equipment.

(3) be the patient's point of contact for all non-emergency patient inquiries.

(4) be responsible for maintaining the patient records related to any Booking for the longer of five years or as required by law, and shall provide said records promptly to the treating DCP upon DCP's request. Under no circumstances will Practice share any patient records with Dentalocums, except as specifically authorized by this Agreement. Dentalocums is not permitted to have and shall not maintain any patient records or files, except as specifically set forth in this Agreement.

(5) Be responsible for performing any post-operative or post-treatment patient checks that, in the Practice's professional judgment, are reasonably necessary.

(6) retain the following records and provide them to Dentalocums upon Dentalocums's request: (i) voided copies of the check(s) or other proof of payment for all payments made to DCP, and (ii) a receipt or other documentation evidencing the total amount of money collected from the patient or the patient's insurance for the service(s) rendered in connection with the Booking.

(7) be responsible for billing the patient or the patient's insurance company for any DCP services.

(8) be responsible for paying the DCP the agreed fee in accordance with the Booking Agreement.

b. Specialist Obligations – For any Booking, Specialist shall:

(1) be responsible for obtaining the patient's informed consent concerning Specialist's independent contractor status and the fee sharing arrangement between Practice and the Specialist.

(2) be responsible for handling any post-operative complications from a Booking. If the post-operative complications are handled at the Practice's location, then Practice and Specialist will share the revenues from any treatments addressing post-operative needs in accordance with the percent share in the Booking Agreement for the service or procedure giving rise to the post-operative treatment. If the post-operative complications are handled at the Specialist's office, the Specialist will retain all revenues from any treatments addressing these post-operative needs.

c. Specialist or Dentist Obligations – For any Booking, Specialist and Dentist shall:

(1) Be responsible for patient care, including confirmation of diagnosis, documentation of care sufficient to allow continuity of patient care, and performance of the procedure(s) and/or treatment(s) that Specialist or Dentist, in his or her independent professional judgment, deems necessary.

(2) be responsible for providing any tools, equipment or assistants that Specialist or Dentist, in his or her professional judgment, deems reasonably necessary to perform the requested service(s), other than general dentistry tools and assistants.

(3) be responsible for (i) obtaining the patient's informed consent concerning the treatment, treatment benefits and treatment risks, (ii) providing post-operative instructions, and (iii) providing on-call contact information for patient emergencies.

d. For any Booking, Hygienist, Therapist, Assistant or Office Assistant is responsible for performing the duties assigned by the Practice, in accordance with their own professional judgment, so long as they fall within the general responsibilities of hygienists, assistants and office staff for dental practices.

6. Relationship of Parties

a. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement. Practices and DCPs shall each be solely responsible for their respective employees and agents and their labour costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of their respective activities, or those of their respective employees or agents, in the performance of this Agreement. Practices assumes all liability for determining whether DCPs are independent contractors or employees and engaging them accordingly; Dentalocums disclaims any liability for such determination. In the event a DCP determines that his or her relationship with a Practice is anything other than that of an independent contractor, the DCP must refrain from entering into any Booking Agreements through the Service with said Practice.

b. Dentalocums is not a party to the dealings between Practice and DCP, including screening selection, contracting, and performance of DCP Services. Dentalocums does not introduce DCPs to Practices or help DCPs find Bookings. Dentalocums merely makes the Service available to enable DCPs to identify and determine the suitability of Practices for themselves and to enable Practices to identify and determine the suitability of DCPs for themselves. Dentalocums does not, in any way, supervise, direct, or control DCP or DCP's work. Dentalocums does not set DCP's work hours, work schedules, or location of work, or rates charged. Dentalocums will not provide DCP with training or any equipment, labour, or materials needed for a particular Booking Agreement. Dentalocums does not provide the premises at which DCP will perform the work. Dentalocums makes no representations about, and does not guarantee the quality, safety, or legality of, DCP Services; the truth or accuracy of DCP's listings on the Service; the qualifications, background, or identities of Users; the ability of DCP to deliver DCP Services; the ability of Practices to pay for DCP's Services; or that a Practice or DCP can or will actually complete a transaction.

c. Dentalocums does not deduct any amount for withholding, unemployment, or other taxes for Practice or DCP; each of which is solely responsible for all tax returns and payments required to be filed with or made to HM Revenue & Customs.

d. Each party shall be responsible for its own taxes incurred in the performance of this Booking Agreement, including without limitation, property, sales and use taxes, value-added taxes and similar taxes, duties and government charges.

e. User hereby represents that the execution, delivery and performance by User of this Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach or violation of or default under any oral or written agreement, understanding or arrangement.

f. Except as described in this section, the parties acknowledge and agree that no patient information shall be exchanged in any manner with Dentalocums. A Practice may communicate patient information to a DCP via the Service, but only as necessary for such Practice and DCP to determine

whether the DCP is qualified to perform the requested DCP Services and only to the extent such patient information is fully “de-identified”. Except as set forth in the foregoing sentence, Users are strictly prohibited from providing any patient information to Dentalocums. For the avoidance of doubt, the parties acknowledge and agree that Dentalocums has not been engaged by any User to perform any functions involving Data Protection Act, and Dentalocums is not acting as a Business Associate of any Covered Entity in connection with the Service.

g. User represents, warrants and covenants that it has complied and shall comply with all laws, rules, regulations and regulatory guidelines, including without limitation all applicable privacy and data security laws, including without limitation the Data Protection Act, as amended from time to time. User represents, warrants and covenants that it has acted and shall act at all times in accordance with the relevant patient informed consents. User represents, warrants and covenants that it has implemented and shall maintain policies and administrative, physical and technological safeguards to remain in compliance with such laws, and that User has the right to provide any information that it provides or otherwise makes available hereunder. User shall promptly notify Dentalocums of any development rendering untrue or misleading the representations, warranties or covenants included in this Section.

Dental	Professionals	Employment	Status
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All dental professionals registered on Dentalocums will operate as self-employed and are responsible for their tax return.

7. Payments to DCPs

a. Upon completion by DCP of the procedures or services specified by a Booking Agreement, Practice shall pay Dentalocums the amount agreed in the Booking Agreement within 7 days of the Booking completion date, by multiplying the hours actually worked by the DCP’s hourly rate, as listed on the Service at the time of the Booking Agreement. If the DCP worked more hours than agreed in the Booking Agreement, for the date in question, then the Booking Agreement shall be deemed amended to include the actual hours worked. If, on the Practice’s request, the hours actually worked by the DCP are less than the hours specified by the Booking Agreement, then, for purposes of this section, the actual hours worked by the DCP shall be equal to no less than the hours specified in the original Booking Agreement.

b. In the event Practice cancels a Booking Agreement, which has already been accepted by DCP, turns away a DCP that is en route to or already arrived at the Practice site, or dismisses a DCP early, Practice shall pay the applicable charge(s) listed in the **Cancellation Fee** section.

c. In the event of a payment dispute between a DCP and a Practice, Dentalocums shall adjudicate the dispute based solely on Dentalocums’s judgment. Dentalocums’s resolution of the dispute shall be final and binding on the DCP and the Practice.

8. Payments Methods

a. Upon the approval of the DCP’s timesheet by the Practice. The Service will automatically generate an invoice on behalf of the DCP and send it to the Practice. Once the Practice has made the payment the money will be transferred into DCP’s account. Dentalocums has no responsibility for determining, remitting, or withholding any taxes applicable for money paid to a DCP. DCP will be solely responsible for filing a tax return. In the event of an audit of Dentalocums, DCP agrees to promptly cooperate with Dentalocums and provide copies of DCP's tax returns and other documents as may be reasonably

requested for purposes of such audit, including but not limited to records showing DCP is engaging in an independent business as represented to Dentalocums.

9. Booking Fee

Under this Agreement a Practice agrees to pay Dentalocums a £5 Booking Fee for finding and booking a dental nurse or receptionist and £10 Booking Fee for finding and booking a dental hygienist or therapist using the Service. In the event a Practice cancels a shift less than 24 hours before is due to start the Booking Fee is not refundable.

10. Cancellation Fees

Within 24-hour notice, but before the DCP arrives at or is en route to the Practice's site: The Practice will be invoiced half the booked time times the DCP's rate, up to four hours. Plus, Booking Fee.

When a DCP arrives at or is en route to the Practice's site: 75% the booked time times the DCP's rate. Plus, Booking Fee

Early dismissal fee (for bookings where the Practice does not utilize the DCP for the total number of hours booked): The number of hours booked times the DCP's hourly rate. Plus, Booking Fee.

11. Marketplace Feedback

a. For the benefit of other Users of the Service, Dentalocums encourages you to leave objective balanced feedback about Users with whom you have transacted. You acknowledge and agree that feedback results for you will consist of comments and ratings left by other Users and that Dentalocums will make available to other marketplace Users a composite feedback number based on these individual ratings. Dentalocums provides its feedback system as a means through which Users can share their opinions publicly and Dentalocums does not monitor or censor these opinions. Dentalocums does not investigate any remarks posted by Users for accuracy or reliability unless a User requests that Dentalocums do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of User's remarks if a court finds that User's remarks are legally actionable or defamatory. Dentalocums is not legally responsible for any feedback or comments posted or made available on the Service by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Dentalocums reserves the right (but is under no obligation) to remove posted feedback or information that in Dentalocums's sole judgment violates the Terms of Service or negatively affects our marketplace community or operations.

b. Dentalocums is not required to and may not verify any feedback or information given to Dentalocums by DCPs or Practices, nor does Dentalocums perform background checks on DCPs or Practices. User hereby acknowledges and agrees that Dentalocums may provide information on the Service about a DCP or Practice, such as feedback, a strength or risk score, geographical location, or verification of identity or credentials. However, such information is based solely on data that DCP or Practice voluntarily submits to Dentalocums and does not constitute and will not be construed as an introduction, endorsement, or recommendation by Dentalocums; Dentalocums provides such information solely for the convenience of Users and specifically disclaims all representations and warranties with respect to the truthfulness, accuracy, and completeness of such information.

12. Confidentiality

a. To the extent a Practice or DCP provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and will: (i) not disclose or permit others to disclose another's Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; (ii) not use or permit the use of another's Confidential Information, except as necessary for the performance of DCP Services for the relevant Booking Agreement (including, without limitation, the storage or transmission of Confidential Information on or through the Service for use by DCP); and (iii) limit access to another's Confidential Information to its personnel who need to know such information for the performance of DCP Services for the relevant Booking Agreement.

b. If and when Confidential Information is no longer needed for the performance of DCP Services for a Booking Agreement or at Practice's or DCP's written request (which may be made at any time at Practice's or DCP's sole discretion), the party that received Confidential Information, will, at its expense, promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control. The party that received Confidential Information agrees to provide written certification to the party disclosing the Confidential Information of compliance with this subsection within ten days after the receipt of disclosing party's written request for such certification.

c. Without limiting the foregoing, Practice, DCP, and Dentalocums will not publish, or cause to be published, any other party's Confidential Information, except as may be necessary for performance of DCP Services for a Booking Agreement.

13. Agreement Term and Termination

a. This Agreement will become effective upon User's first visit to the Service and will remain in effect for the duration of User's use of the Service. Unless both User and Dentalocums agree otherwise in writing, either party may terminate this Agreement in its sole discretion, at any time, without explanation, upon written notice to the other. In the event User properly terminates this Agreement, User's right to use the Service is automatically revoked, and User's Account will be closed; however, (i) if User has any open Requests when User terminates this Agreement, User will continue to be bound by this Agreement until all such Requests have closed on the Service; (ii) Dentalocums will continue to perform those services necessary to complete any open Request or related transaction between you and another User; and (iii) User will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the completion of any open Requests, whichever is later, to Dentalocums for any services and to any DCP for any DCP Services. Without limiting any other provisions of this Agreement, the termination of this Agreement for any reason will not release User, any User with whom User has entered into a Booking Agreement, or Dentalocums from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination. Those portions of the Terms of Service necessary to implement the foregoing survive termination of this Agreement for any reason.

b. Dentalocums has the right, but not the obligation, to suspend or revoke User's access to the Service if Dentalocums believes that User has violated or acted inconsistently with the letter or spirit of this Agreement or violated Dentalocums's rights or those of another party. Without limiting Dentalocums's other remedies, Dentalocums may temporarily suspend, indefinitely suspend, or permanently revoke User's access to the Service and refuse to provide any or all services to User if: (a) User breaches the letter or spirit of any terms and conditions of this Agreement or other parts of the Terms of Service; (b) Dentalocums suspects or becomes aware that User has provided false or misleading information

to Dentalocums; or (c) Dentalocums believes, in its sole discretion, that User's actions may cause legal liability for User, our Users, or Dentalocums or our Affiliates; may be contrary to the interests of the Service or the User community; or may involve illicit activity. Once User's Account is suspended or closed, User must not continue to use the Service under the same Account or a different Account or reregister under a new Account without Dentalocums's prior written consent. If User attempts to use the Service under a different Account, Dentalocums reserves the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by User to the extent permitted by applicable law. User understands that any closure of User's Account may involve deletion of any content stored in User's Account for which Dentalocums will have no liability whatsoever.

c. Without limiting Dentalocums's other remedies, if User engages in actions or activities that circumvent the Service or otherwise reduce fees owed Dentalocums or Dentalocums's Affiliates under this Agreement, User must pay Dentalocums for all fees owed to Dentalocums and its Affiliates and reimburse Dentalocums for all losses and costs (including any and all time of Dentalocums's employees) and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such fees. In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

d. When User's Account is closed for any reason, User will no longer have access to data, messages, files, and other material User keeps on the Service.

e. No party to this Agreement shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other party arising from or incident to any termination of this Agreement which complies with the terms of the Agreement whether or not the terminating party is aware of any such damage, loss or expenses.

f. Upon termination or expiration of this Agreement for any reason whatsoever, User (i) shall immediately discontinue any use of the name, logotype, Marks or slogans of Dentalocums, (ii) shall immediately discontinue all representations or statements from which it might be inferred that any relationship exists between the parties, (iii) will immediately return to Dentalocums all Proprietary Information and any other information or materials of Dentalocums.

g. Termination of this Agreement and/or closing of User's Account will not relieve User of the requirement to pay for DCP Services performed prior to the effective date of the termination or thereafter for any Booking Agreements entered into before termination of this Agreement. Except as otherwise required by applicable law, Dentalocums will notify User if Dentalocums closes User's Account, unless Dentalocums believes, in its sole judgment, that giving notice may cause damage. User acknowledges and agrees that the value, reputation, and goodwill of the Service depends on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Booking Agreements with User. User therefore agrees as follows: IF CARITUDE DECIDES TO SUSPEND OR CLOSE USER'S ACCOUNT, CARITUDE HAS THE RIGHT BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO BOOKING AGREEMENTS WITH USER TO INFORM THEM OF USER'S SUSPENDED OR CLOSED ACCOUNT STATUS, AND (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR USER'S ACCOUNT SUSPENSION OR CLOSURE.

h. After this Agreement terminates, the terms of this Agreement that expressly or by their nature contemplate performance after the Agreement terminates or expires will survive and continue in full force and effect.

14. Licenses and Third-Party Content

a. Service License and Intellectual Property Rights - Subject to and conditioned on compliance with this Agreement, Dentalocums grants User a limited license to access and, if User has created an Account, to use the Service for the purpose of using the services described by this Agreement. User must not access (or attempt to access) the Service or Service services by any means other than the interface provided by Dentalocums, and User will not use information from the Service for any purposes other than the purposes for which it was made available. User agrees not to use the Service for offering any goods or services other than those permitted by this Agreement and in accordance with its terms. User must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Service in any way for any public or commercial purpose without Dentalocums's prior written consent. User must not use any content of the Service on any other website or in a networked computer environment for any purpose except User's own viewing. User must not frame or link to the Service except as permitted in writing by Dentalocums. User must not attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Service unless expressly permitted by applicable law. User will not access the Service in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Service. Dentalocums and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Service and the services it provides. All other product names, Dentalocums names, marks, logos, and symbols on the Service may be the trademarks of their respective owners. Except as expressly stated in this Agreement, nothing in this Agreement confers any license under any of Dentalocums's or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

b. User Content License - When User posts User Content on the Service or through the Service services, User represents and warrants that User has the right, power, and authority to post that User Content and grant the licenses specified below. User further represents and warrants that, by posting such User Content, User will not violate third-party rights of any kind, including, without limitation, any Intellectual Property Rights, rights of publicity, and privacy rights. To the extent User's User Content may be copyrightable, User represents, warrants, and covenants that User is the owner of all the copyright rights to such User Content and that Dentalocums may exercise the rights to User's User Content granted under this Agreement without any liability or obligation for any payment. User retains all ownership rights in any User Content User posts on Dentalocums. To the extent permitted by applicable law, User also grants to Dentalocums and our successors and Affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and User's name, voice, and/or likeness as contained in User's User Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with the Service and Dentalocums's (and our successors' and Affiliates') business, including, without limitation, for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. User also hereby grants each User a non-exclusive license to access User's User Content through the Service and to use, reproduce, distribute, display, and perform such User Content to the extent permitted through the normal functionality of the Service and subject to all applicable confidentiality and other provisions of this Agreement, our Privacy Policy, and applicable law. The licenses to User Content granted by User in this Agreement will terminate within a commercially reasonable time after User removes or deletes User's User Content from the Service,

except that User grants Dentalocums and its successors and Affiliates the irrevocable and perpetual license to retain and use, but not publicly display or distribute, server or archival copies of all User Content that User has removed or deleted to the extent permitted by applicable law. User may submit comments or ideas about the Service and its services, including without limitation about how to improve the Service or its services (collectively, "Ideas"). By submitting any Ideas, User agree that: (i) User's disclosure is gratuitous, unsolicited, and without restriction and will not place Dentalocums under any fiduciary or other obligation, (ii) User's Ideas do not contain the confidential or proprietary information of third parties, and (iii) Dentalocums is free to use the Ideas without any additional compensation to User and to disclose the Ideas on a non-confidential basis or otherwise to anyone. User further acknowledges and agrees that, by acceptance of User's submission, Dentalocums does not waive any rights to use similar or related ideas known or developed by Dentalocums or obtained from sources other than User.

c. Unauthorized Access and Use; Service Interference; Malicious Software - The Service contains robot exclusion headers. User agrees that User will not use any robot, spider, scraper, or other automated means to access the Service for any purpose without our express written permission. User will not access the audiovisual content available on the Service for any purpose or in any manner other than streaming. User agrees that User will not: (a) take any action that imposes or Dentalocums believes may impose (in Dentalocums's sole discretion) an unreasonable or disproportionately large load on the Service's infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content User has submitted to the Service) from the Service, any software code that is part of the Service, or any services that are offered on the Service without the prior express written permission of Dentalocums and the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper operation of the Service or any activities conducted on the Service; (d) bypass any measures Dentalocums may use to prevent or restrict access to the Service or any subparts of the Service, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (e) transmit spam, chain letters, or other unsolicited communications; (f) attempt to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (g) collect or harvest any personally identifiable information, including Account names, from the Service; (h) access any content on the Service through any technology or means other than those provided or authorized by the Service; or (i) directly or indirectly, advertise or promote another website, product, or service or solicit other Users for other websites, products, or services. Additionally, User agrees that User will not post or introduce any invalid data, virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Service or the Service software that is designed to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow User or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Service or any other software, firmware, hardware, computer system, or network of Dentalocums or any third party.

d. Third-Party Verification - The Service makes available various services provided by third parties to verify a User's credentials and provide other information. Any information or content expressed or made available by these third parties or any other Users is that of the respective author(s) or distributor(s) and not of Dentalocums. Dentalocums neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Service by anyone other than Dentalocums's authorized employees acting in their official capacities.

e. Links and Applications - The Service may contain links to third-party websites. The Service may also contain applications that allow User to access third-party websites via the Service. Such third-party websites are owned and operated by the third parties and/or their licensors. User's access and use of third-party websites, including online communication services, such as chat, email, and calls will be governed by the terms and policies of the applicable third-party websites. User acknowledges and agrees that Dentalocums is not responsible or liable for: (a) the availability or accuracy of third-party websites; or (b) the content, advertising, or products on or available from third-party websites or security or regulatory compliance of such websites. User is responsible for deciding if User wants to access third-party websites by clicking on a link or installing an application. The inclusion of any link or application on the Service does not imply that Dentalocums endorses the linked Service or application. User uses the links and third-party websites at User's own risk and agrees that User's use of an application or third-party website via the Service is on an "as is" and "as available" basis without any warranty for any purpose.

f. Mobile and Other Devices - When using Dentalocums's mobile applications, please be aware that User's carrier's normal rates and fees, such as text messaging and data charges, will still apply. Dentalocums's mobile applications may not contain the same functionality available on the web application. Dentalocums may from time to time in its sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. User agrees that Dentalocums does not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. User will promptly download and install all Updates and acknowledges and agrees that the Service or portions thereof may not work properly should User fail to do so. User further agrees that all Updates will be subject to the terms of this Agreement, unless otherwise provided in terms associated with such Update. Dentalocums reserves the right, at any time, to modify, suspend, or discontinue the Service or any part thereof without notice. User agrees Dentalocums will not be liable to User or any third party for any modification, suspension, or discontinuance of the Service or any part thereof.

15. Third-Party Beneficiary

Practice and DCP appoint Dentalocums as a third-party beneficiary of their Booking Agreements for purposes of enforcing any obligations owed to, and any benefits conferred on, Dentalocums hereunder. Practice and DCP further agree that Dentalocums has the right to take such actions with respect to their Accounts, including, without limitation, suspension, termination, or legal actions, as Dentalocums, in our sole discretion, deems necessary to enforce its rights as third-party beneficiary under the Booking Agreements. This Agreement and any Account registration will not be construed as creating or implying any relationship of agency, franchise, partnership, or joint venture between Users and Dentalocums, except and solely to the extent expressly stated in this Agreement.

16. Warranty Disclaimer

a. User expressly acknowledges, agrees, and understands that: (a) the Service is merely a venue where Users may act as Practices and/or DCPs; (b) Dentalocums is not a party to any Booking Agreements between Practices and DCPs; (c) Users are not an employee of Dentalocums and that Dentalocums does not, in any way, supervise, direct, or control DCP or DCP Services; (d) Dentalocums will not have any liability or obligations under or related to Booking Agreements or any acts or omissions by you or other Users; (e) Dentalocums has no control over DCPs or DCP Services offered or rendered by DCPs; and (f) Dentalocums makes no representations as to the reliability, capability, or qualifications of any

DCP or the quality, security, or legality of any DCP Services, and Dentalocums disclaims any and all liability relating thereto.

b. CARITUDE MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO PROFESSIONAL(S), THE SERVICE, ANY DATA PROVIDED BY ANY USER, OR THE SUBJECT MATTER OF THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, COMPLIANCE WITH LAW, AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT SHALL MAKE NO REPRESENTATION, GUARANTEE, OR WARRANTY CONCERNING PROFESSIONAL(S) EXCEPT AS EXPRESSLY AUTHORIZED IN ADVANCE BY CARITUDE IN WRITING.

17. Liability Limitation

a. CARITUDE WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY INCIDENTAL, SPECIAL, PUNITIVE, ECONOMIC OR CONSEQUENTIAL DAMAGES, OR (II) FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE AMOUNT OF MONEY RECEIVED FROM THE USER IN THE TWELVE MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE; SUCH AGGREGATE AMOUNT OF MONEY PAID IN SUCH TWELVE-MONTH PERIOD SHALL BE THE USER'S SOLE AND EXCLUSIVE REMEDY.

b. Dentalocums is not liable, and User agrees not to hold Dentalocums responsible, for any damages or losses arising out of or in connection with this Agreement, including, but not limited to: (i) User's use of or User's inability to use the Service; (ii) delays or disruptions in the Service; (iii) viruses or other malicious software obtained by accessing, or linking to, the Service; (iv) glitches, bugs, errors, or inaccuracies of any kind in the Service; (v) damage to User's hardware device from the use of the Service; (vi) the content, actions, or inactions of third parties' use of the Service; (vii) a suspension or other action taken with respect to User's account; (viii) User's reliance on the quality, accuracy, or reliability of postings, DCPs profiles, ratings, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Service, or any other information accessed or received through the Service (including without limitation any patient information); (x) User's need to modify practices, content, or behaviour or User's loss of or inability to do business, as a result of changes to the Terms of Service.

18. Release

a. In addition to the recognition that Dentalocums is not a party to any contract between Practice and DCP, User hereby releases Dentalocums, its Affiliates, and their respective officers, directors, agents, subsidiaries, joint ventures, and employees from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute User has with another User, whether it be at law or in equity. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of DCP Services provided to Practice by a DCP and requests for refunds based upon disputes.

b. This release will not apply to a claim that Dentalocums failed to meet its obligations under this Agreement.

19. Indemnification.

User will indemnify, defend, and hold harmless Dentalocums, its Affiliates, and their respective directors, officers, employees, representatives, and agents (each an "Indemnified Party") from any

and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by User or a third party against an Indemnified Party relating to: (a) use of the Service by User or User's agents, including any payment obligations incurred through use of the Service; (b) any Booking Agreement entered into by User or User's agents, including, but not limited to, the classification of a DCP as an independent contractor; the classification of Dentalocums as an employer or joint employer of DCP; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits; (c) failure to comply with this Agreement by User or User's agents; (d) failure to comply with applicable law by User or User's agents, including without limitation all applicable privacy and information security laws and regulations; (e) negligence, wilful misconduct, or fraud by User or User's agents; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by User or User's agents.

20. Disputes

- a. If a dispute arises between User and Dentalocums or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, User, Dentalocums, and our Affiliates agree to resolve any claim, dispute, or controversy arising out of or related to this Agreement or User's relationship with Dentalocums (including any claimed employment with Dentalocums or one of its Affiliates or successors) or termination of User's relationship with Dentalocums, regardless of the date of Claim accrual, (each, a "Claim") in accordance with this Section.
- b. This Agreement and any Claim, including without limitation any dispute relating to a Booking Agreement, will be governed by and construed in accordance with the laws of United Kingdom, without regard to its conflict of law provisions; provided, however, that any Claims made by any DCP located within the United Kingdom will be governed by the law of the country in which such DCP resides.
- c. Before serving a demand for arbitration of a Claim, or otherwise seeking relief, User agrees to first provide written notification to Dentalocums of the Claim (the "Notice") and seek informal resolution of the Claim. The Notice must include User's name, pertinent account information, a brief description of the Claim, and User's contact information, so that Dentalocums may evaluate the Claim and attempt to informally resolve the Claim. Dentalocums will have 60 days from the date of its receipt of the Notice to informally resolve the Claim, which, if successful, will avoid the need for further action.

21. Miscellaneous

User may not assign this Agreement or any right or obligation without the prior written consent of Dentalocums and any purported transfer or assignment will be void. Dentalocums may assign this Agreement to any Affiliate or third party. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Even though Dentalocums drafted this Agreement, User represents that User had ample time to review and decide whether to agree to the terms of this Agreement. If an ambiguity or question of intent or interpretation of this Agreement arises, no presumption or burden of proof will arise favouring or disfavouring User or Dentalocums because of the authorship of

any provision of this Agreement. No modification or amendment to this Agreement will be binding upon Dentalocums unless in a written instrument signed by a duly authorized representative of Dentalocums. For the purposes of this subsection, a written instrument will expressly exclude electronic communications, such as email and electronic notices, but will include facsimiles. The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party. This Agreement is the sole agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or discussions between the parties with respect thereto.