

# Web Site Terms and Conditions of Use

Date of Last Revision: March 2018

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PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE.

These terms and conditions of use ("Site Terms") apply solely to your access to, and use of, the Web site of Dental Tourism Network. ("Dental Tourism Mexico"), located at [www.dentaltourismmexico.com](http://www.dentaltourismmexico.com) and [www.dentaltourism.com.mxt](http://www.dentaltourism.com.mxt) (the "Site") and the appointment and other services provided through the Site (the "Services"). These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with Dental Tourism, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Site on behalf of any entity, you represent and warrant that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify you and Dental Tourism for violations of these Terms.

Dental Tourism reserves the right to change or modify any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Site Terms and applicable policies from time to time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Site.

If you have any question regarding the use of the Site, please refer first to the Help Section or the Frequently Asked Questions. All other questions or comments about the Site or its contents should be directed to [clientes@dental tourism.com.mx](mailto:clientes@dental tourism.com.mx) .

## 1. Privacy Policy

Please refer to our Privacy Policy for information on how Dental Tourism collects, uses and discloses personally identifiable information from its users.

## 2. Services

Dental Tourism provides an online Dental appointment system that allows users to locate and make appointments with Dental service providers through the Site (each a "Dental Provider"). If you make an appointment through the Site, you acknowledge and agree that you are entering into a direct relationship with the Dental Clinic, and that Dental Tourism does not provide, and has no responsibility or liability of any kind for, the services provided by the Dental Clinic (the "Dental Services") or the actions or inaction of such Dental Provider. Although we endeavor to locate reputable and qualified Dental Providers, you further acknowledge and agree that Dental Tourism, Does Not make any representations or warranties regarding the Dental Providers or Dental Services and has no responsibility, liability or obligation of any kind for the accuracy, completeness or other aspects of the information provided by such Dental Providers, whether on the Site or otherwise, or for the relationship between you and the Dental Provider you select. All payments for Dental Services will be charged directly by the Dental Provider, when visit the Dental Provider or other payment method that you agree upon with the Dental Provider. If you do not show up for an appointment and do not cancel within the time period stated on the Site, then your credit card may be charged a no show fee by the Dental Provider. In no events are any payments made to Dental Tourism for any Dental Services, and you agree to look solely to the Dental Provider to respond to and resolve any service, billing or other issues that may arise in connection with such Dental Provider.

You further acknowledge that the nature of the Dental Services that you may require can only be determined by the Dental Provide after an inperson examination, and any list of services or requests for services made by through the Site, and any quotes for the fees charged for such dental Services,

are merely quotations and estimates and may not reflect the actual services provided or amounts charged. You should always request an estimate directly from the Dental Provider prior to having the Dental Provider commencing any work. It is solely up to you to determine whether any Medical insurance plan you have will apply to the Medical Services and what requirements there may be to utilize such insurance in connection with the Medical Services.

### 3. Copyright and Limited License

Unless otherwise indicated in the Site, the Site and all content and other materials on the Site, including, without limitation, the Dental Tourism logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Dental Tourism or its licensors or affiliates or users and are protected by U.S. and international copyright laws.

You are granted a limited, nonsublicensable license to access and use the Site and print to hard copy portions of the Site Materials for your informational, noncommercial and personal use only. Such license is subject to these Site Terms and does not include: (a) any resale or commercial use of the Site or the Site Materials therein; (b) the collection and use of any provider listings, pictures or descriptions; (c) the distribution, public performance or public display of any Site Materials; (d) modifying or otherwise making any derivative uses of the Site and the Site Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; or (g) any use of the Site or the Site Materials other than for its intended purpose. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of Dental Tourism, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes Unless explicitly stated herein, nothing in these Site Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

#### 4. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Dental Tourism has adopted a policy of terminating, in appropriate circumstances as determined by Dental Tourism in its sole discretion, subscribers or account holders who are deemed to be repeat infringers. Dental Tourism may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### 5. Copyright Complaints

If you believe that anything on the Site infringes upon any copyright which you own or control you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement:  
Gerardo Chavez

Full Address of Designated Agent to Which Notification Should be Sent:

306 E Paisano PMB241

El Paso Tx 79901

[Clientes@dentaltourism.com.mx](mailto:Clientes@dentaltourism.com.mx)

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

#### 6. Trademarks

Dental Tourism logos, and any other product or service name or slogan contained in the Site are trademarks of Dental Tourism and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Dental Tourism or the applicable trademark holder. You may not use any metatags or any other "hidden text"

utilizing "Dental Tourism " or any other name, trademark or product or service name of Dental Tourism without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Dental Tourism and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

## 7. Hyperlinks

You are granted a limited, nonexclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray Dental Tourism or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Dental Tourism logo or other proprietary graphic of Dental Tourism to link to this Site without the express written permission of Dental Tourism. Further, you may not use, frame or utilize framing techniques to enclose any Dental Tourism trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without Dental Tourism ' express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Dental Tourism or any third party.

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of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

#### 8. Third Party Content

Dental Tourism may provide third party content on the Site and may provide links to Web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. Dental Tourism does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that Dental Tourism is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

#### 9. Advertisements and Promotions

ThirdParty Products and Services Dental Tourism may run advertisements and promotions from Dental Providers or other third parties on the Site or may otherwise provide information about or links to thirdparty products or services on the Site. Dental Tourism may also provide referrals or links to or information about third parties that may provide various products and services that are accessed through the Site or otherwise. Your business dealings or correspondence with, or participation in promotions of, Dental Providers or such other third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions or the third party goods and services provided, are solely between you and such Dental Provider or other third party. Dental Tourism is not responsible or liable for any third party products or services or for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such advertisers or third party information on the Site.

#### 10. Submissions

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, photos, videos, reviews, notes, drawings, original or creative materials or other information, regarding the Site, Dental Tourism ' products or services that are provided by you in the

form of email or other submissions to Dental Tourism , or any postings on the Site, are nonconfidential and shall become the sole property of Dental Tourism. Dental Tourism shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

#### 11. User Content and Interactive Services or Areas

The Site may include interactive areas or services (“Interactive Areas”), such as reviews, forums, chat rooms or message boards, online hosting or storage services, or other areas or services in which you or other users create, post or store any comments, reviews, messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code or other content or materials on the Site (“User Content”). You are solely responsible for the User Content you post and for your use of such Interactive Areas, and you use such Interactive Areas at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, false, fraudulent, misleading or otherwise objectionable;
- b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.
- d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e. Unsolicited promotions, political campaigning, advertising or solicitations;
- f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- g. Viruses, corrupted data or other harmful, disruptive or destructive files; and
- h. User Content that, in the sole judgment of Dental Tourism , is

objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose Dental Tourism or its users to any harm or liability of any type.

Without limiting the foregoing, with respect to any reviews, ratings, scores, comments or feedback (collectively "Feedback") you may provide regarding any Dental Provider or any Dental Services you received, you agree that such Feedback will be based upon your actual experiences with such Dental Provider and will accurately and honestly reflect your experiences and opinions.

Dental Tourism takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you, the Dental Provider or any third party, or for any loss or damage thereto, nor is Dental Tourism liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Site, the Service and the Interactive Areas is at your own risk. Enforcement of the user content or conduct rules set forth in these Site Terms is solely at Dental Tourism ' discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules. As a provider of interactive services, Dental Tourism is not liable for any statements, representations or User Content provided by its users (including Dental Providers) on any portion of the Site, including without limitation in any public forum, Dental Provider page or other Interactive Area. Although Dental Tourism has no obligation to screen, edit or monitor any of the User Content posted in any Interactive Area, Dental Tourism reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense. Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site.



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#### 12. Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Dental Tourism , to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Dental Tourism.

#### 13. Indemnification

You agree to defend, indemnify and hold harmless Dental Tourism, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Site or your use of the Interactive Areas, including without limitation any actual or threatened suit, demand or claim made against Dental Tourism and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Site Terms or your violation of the rights of any third party.

#### 14. Disclaimer

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Dental Tourism reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Dental Tourism.

#### 15. Limitation of Liability

IN NO EVENT SHALL DENTAL TOURISM , ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED

TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES, THE MEDICAL/DENTAL SERVICES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, OR YOUR DEALINGS WITH ANY Dental Providers, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM DENTAL TOURISM OR THE SITE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO Dental TOURISM ' RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DENTAL TOURISM, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES OR THE MEDICAL /DENTAL SERVICES OR YOUR DEALINGS WITH ANY DENTAL PROVIDER EXCEED THE COMPENSATION, IF ANY, RECEIVED BY DENTAL TOURISM IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SITE.

#### 16. Applicable Law and Venue

These Site Terms and your use of the Site shall be governed by and construed in accordance with the laws of Mexico, applicable to agreements made and to be entirely performed within Mexico, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Site Terms shall be filed only in the courts located in Mexico and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

### 17. Termination

Notwithstanding any of these Site Terms, Dental Tourism reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent future your access to and use of the Site.

### 18. Severability

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

### 19. Questions & Contact Information

Questions or comments about the Site may be directed to Dental tourism at the email address [clientes@dentaltourism.com.mx](mailto:clientes@dentaltourism.com.mx) or mailing us:

Gerardo Chavez 306 E. Paisano PMB241. El Paso Tx, 79901