

Terms and Conditions of Use

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Overview

This website is operated by Dental Team Builders. Throughout this site, the terms “**we**,” “**us**” and “**our**” refer to Dental Team Builders. Dental Team Builders offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

Terms of Use

These Terms and Conditions of Use are between you and Dental Team Builders, Inc. (“**Dental Team Builders**,” “**DTB**,” “**we**,” “**us**” or “**our**”). The following terms, conditions, policies, and notices (collectively, “**Terms of Use**”) govern your access to and use of the website located at www.dentalteambuilders.com (“**Website**”), the DTB portal (“**Portal**”) and the DTB mobile application (“**App**”), including any content, materials, information, functionality, tools, products, promotions, and other services offered on or through the Website, Portal or App (collectively, the “**Services**”). No right, title, or interest in or to the Services is transferred to you, and all rights not expressly granted in these Terms of Use are reserved by DTB.

Please read these Terms of Use carefully before you start accessing or using any of the Services.

1. Acceptance and Related Terms.

In addition to these Terms of Use, DTB has other terms like our Privacy Policy, and other terms, conditions, policies, and notices that apply to the Services, in whole or in part, now or in the future (collectively, the “**Other Terms**”). These Other Terms are incorporated herein by reference. You accept and agree to be bound by these Other Terms. If these general Terms of Use conflict with any of the Other Terms, those Other Terms will control.

By accessing or using any of the Services, you accept and agree to be bound and abide by the Terms of Use and the Other Terms, both for yourself and on behalf of all members of your household and others who use any of the Services under your DTB Account (defined below) or through your internet connection. If you do not want to agree to these Terms of Use or the Other Terms, you must not access or use any of the Services. The Terms of Use and Other Terms apply to any and all users of any of the Services.

These Terms of Use and the Other Terms apply to any future modifications of the Services, including new features, tools, products, services, or content.

2. Change of Terms; Modification and Termination of the Services.

We reserve the right to update, change, or replace any part of the Terms of Use or Other Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of any of the Services thereafter. It is your responsibility to check the Terms of Use and Other Terms periodically for changes. Your continued access to or use of any of the Services following the posting of any changes to the Terms of Use or Other Terms constitutes your acceptance of and agreement to the changes.

We reserve the right to immediately and without notice terminate your access to and use of the Services for violating any of these Terms of Use or Other Terms. We may also do so if we suspect in our sole judgement that you have violated any of these Terms of Use or Other Terms. We reserve the right to refuse service to anyone for any reason at any time in our sole discretion.

We may at any time in our sole discretion modify the Services, including, without limitation, terminating or canceling them, removing them indefinitely, limiting them, disabling them, adding to them, changing them, updating them, and changing their accessibility and technical components. We are not required to provide you notice of any changes.

3. General Restrictions.

The Services are provided for use only by persons located in the United States who are either the age of majority or who use the Services with the consent of their legal guardians. By agreeing to the Terms of Use and Other Terms, you represent that you are at least of the age of majority in your state of residence and can form a binding contract with us, or that you are the age of majority in your state of residence and you have given your consent to allow any of your minor dependents to access or use the Services.

You are responsible for making all arrangements necessary for you to have access to the Services. You are responsible for making sure all persons who use the Services through your Account or internet connection, or who are otherwise in your household, are aware of and comply with these Terms of Use and the Other Terms.

4. Dental Team Builders Account.

To access or use the Services, you will need a Dental Team Builders Account (“**DTB Account**”). To create a DTB Account, go to www.dentalteambuilders.com and click on “Team Member Application” or “Offices – Sign Up Here”, as applicable, and follow the steps from there. Please email us at info@dentalteambuilders.com for more information. The person who created the DTB Account and whose credit or debit card information is included in the DTB Account is referred to here as the “**Account Owner**”. The Account Owner has access and control over the DTB Account. The Account Owner’s control is exercised through use of the Account Owner’s password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting Dental Team Builders and potentially altering the Account Owner’s control, the Account Owner should not reveal or share any of the information associated with the DTB Account including any credit or debit card or Payment Provider (as defined below) information.

Any information you provide to us to create the DTB Account or through the DTB Account is subject to our Privacy Policy. You are responsible for ensuring all information is correct, current, and complete. You should keep all information associated with your DTB Account confidential. You are solely responsible for all activity that is conducted through your DTB Account. You agree to notify us immediately of any unauthorized access to or use of your DTB Account, DTB Account credentials, or any other breach of security. You should ensure that you exit from your DTB Account at the end of each session. You should use caution when accessing your DTB Account from a public or shared computer so that others are not able to view or record your password or other personal information. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your DTB Account by directly using any of the Services and not through a hyperlink in an email or any other electronic communication, even if it looks official. Dental Team Builders reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. Dental Team Builders is not obligated to credit or discount

a subscription for holds placed on the account by either a representative of Dental Team Builders or by the automated processes of Dental Team Builders.

To voluntarily delete your DTB Account, please email us at info@dentalteambuilders.com with the request. DTB reserves the right to terminate DTB Accounts in its sole discretion.

5. Intellectual Property Rights.

All of the Services, including any and all content, features, and functionality (including without limitation all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by DTB, its licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You may use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Services. Copies of the Services that are stored by your computer, mobile device, or web browser temporarily for normal viewing purposes are permitted. You may also download or print a reasonable number of pages from the Website or App for personal, non-commercial use and not for further reproduction, publication, or distribution. If you are in violation of this requirement, you must, at our option, return or destroy any copies of the materials you have made.

The “Dental Team Builders” name, logos, and all other related names, logos, product and service names, designs, and slogans are proprietary information of DTB or its affiliates or licensors. You must not use such information without our prior written permission. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

6. DTB Subscription Services.

Plans and Rates:

In order to use the Services and begin requesting temporary or permanent Team Members for your practice needs, you must sign up and pay for a subscription using our Website. You can choose from the following subscriptions:

- a monthly subscription for \$89 plus applicable tax per month;
- a three-month subscription for \$237 plus applicable tax every three months; or
- an annual subscription for \$850 plus applicable tax once per year.

All subscription fees are due at the beginning of the applicable subscription billing period and are non-refundable. Your subscription will automatically renew at the start of the next subscription billing period, unless you cancel your subscription before the end of the subscription period then in effect.

We reserve the right to update our prices from time to time, and you acknowledge that the update of these Terms of Use is adequate notice of such price changes.

You may not book a Team Member or otherwise use the Services unless you have a Dental Team Builders subscription in good standing.

Recurring Billing and Payment Authorization:

Dental Team Builders facilitates processing of electronic payments on our Website or App and we may use third-party payment services and platforms, such as Stripe or Paypal (in each case, the “**Payment Provider**”), to process credit and debit card transactions on our Website or App. By using any such Payment Provider, you agree to be bound by such Payment Provider’s applicable terms of service.

By starting your Dental Team Builders subscription and designating a Payment Provider, you authorize us to charge your credit or debit card through a Payment Provider a subscription fee at the then current rate for the subscription type you have selected, and any other charges you may incur in connection with your use of the Services, including but not limited to Rates (as described below), and any applicable taxes and transaction fees. You acknowledge that the amount billed each month, period or year may vary from one subscription period to another for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your credit card, through a Payment Provider or otherwise, for such varying amounts, which may be billed each period in one or more charges.

Subscription Cancellation:

You may cancel your Dental Team Builders subscription at any time, and you will continue to have access to the Services through the end of your subscription billing period. WE DO NOT PRORATE PAYMENTS OR PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS OR UNUSED SERVICES. To cancel, go to the “My Account” found in your profile and click “Update or cancel subscription payment”. If you cancel your subscription, your account will automatically close at the end of your current subscription billing period. To see when your account will close, click “My Account”. If you signed up for Dental Team Builders using your account with a third party as a Payment Provider, and wish to cancel your Dental Team Builders subscription at any time, you may need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, Dental Team Builders through that third party. You may also find billing information about your Dental Team Builders subscription by visiting your account with the applicable third party.

7. GIGS a Team Member.

Team Members:

The type of DTB team members (“**Team Member(s)**”) you can book using the Services are categorized and described as follows and include ranges of hourly rates for each Team Member category (each, a “**Rate**”):

- **Rising Star**: An entry level Dental Assistant Rate typically ranges between \$18-\$21 per hour. A Rookie Team Member is a newer Team Member who has less than 2 years of dental experience. **All rates are negotiated between the practice and the team members*
- **Shining Star**: A Rising Star Team Member’s Rate typically ranges from \$22-\$25 per hour. They have 2-5 years of solid, full-time dental experience or is a graduate of an accredited dental program. **All rates are negotiated between the practice and the team members*
- **Super Star**: A Pro Team Member’s Rate typically range is \$24-\$28 per hour. They have multiple (5+) years of solid, full-time dental experience, consistently glowing reviews **All rates are negotiated between the practice and the team members*

- **RDH:** A licensed RDH. Rates will vary based on their role and patient schedule for the day. Rates typically range from \$46-\$70 per hour. **All rates are negotiated between the practice and the team members*
- **DOCTOR:** A licensed Dentist or Specialist. Rates will vary based on their role and patient schedule for the day. Rates typically range from \$80-\$200 per hour. **All rates are negotiated between the practice and the team members*

Pre-Screening:

All Team Members available for gigs through the Services have been pre-screened by Dental Team Builders. Before we list a Team Member for gigs on the Website or App, we require that they provide evidence that they:

- Are at least eighteen (18) years of age
- Produce a valid, government-issued photo identification for review by Dental Team Builders.
- Complete an orientation/interview with Dental Team Builders to determine their suitability to serve as a Team Member.
- Maintain a current certification for CPR.
- Have a résumé reflecting their dental experience.
- Produce references with direct contact information for references; and
- Are legally authorized to work in the United States.

Dental Team Builders completes the pre-screening process described above on a commercially reasonable efforts basis, and, while we complete the pre-screening process with as much diligence as commercially reasonable, we are reliant upon each Team Member's representation that they have provided us true, complete and accurate information. Accordingly, we make no representations about the truth, accuracy or completeness of any information provided to us by any Team Member, and we assume no liability in the event that a Team Member has provided information during the pre-screening, which is not true, complete and accurate.

Team Member Fees:

When you book a Team Member, you will be responsible for paying that Team Member's Rate (as described above under the categorization and description of Team Members).

You are also responsible for and agree to pay all other costs and expenses incurred by a Team Member in the course of their gig with you, provided that such costs and expenses are either (a) approved by you in advance, or (b) incurred by the Team Member on an emergency basis.

All Rates and other charges are exclusive of applicable taxes and you agree to pay such taxes.

We reserve the right to update Rates from time to time and you acknowledge that the update of these Terms of Use is adequate notice of such price changes.

4-Hour Minimum:

All gigs for Team Members must be made for a minimum of four (4) hours, and you acknowledge and agree to pay all applicable Rates in respect of a minimum period of four (4) hours.

Team Member Cancellation Policy:

Life is full of surprises, and we don't believe you should pay the price for them. That's why we're waving goodbye to cancellation fees when you need to cancel a booked gig. However, we do understand how important schedules are for Team Members. So, if you do need to cancel a booked gig, you can do so through our Services including the App. We do encourage you to message the Team Member to let them know as a courtesy. You'll find all of their contact information in their profile. This courtesy notice gives the Team Member the opportunity to find another gig to work. We're all about keeping things fair and ensuring everyone has the chance to find work that suits them.

Payment for Services; Team Member Expenses:

For each gig, the payment for a Team Member's Rate must be paid at the conclusion of the gig based on the terms you agreed to with the Team Member.

A Team Member shall not be obligated to incur personal expenses in the course of a gig. To the extent that you wish a Team Member to incur any expenses during the course of a gig (such as activity costs, transportation costs or food costs), it is your responsibility to provide the necessary funds to the Team Member in cash at the commencement of the gig.

Restrictions:

In gigs a Team Member, you acknowledge and agree as follows:

- Each gig is based upon a Team Member's availability and interest. Dental Team Builders does not guarantee that a Team Member will always be available.
- Dental Team Builders does not guarantee that our Services will always be available, and they may be subject to scheduled down-time, maintenance, and/or unplanned service interruptions.
- Team Members are entitled to cancel gigs, and Dental Team Builders makes no representations or guarantees about your ability to find a replacement Team Member if a Team Member cancels a gig.

Team Members can be booked for dental support services only.

Contacting a Team Member:

You acknowledge and agree that by opening a DTB Account and using the Services, you agree to contact Team Members only using the Dental Team Builders platform, and not through any other means. If Dental Team Builders believes that you have breached this obligation, you may be subject to a range of actions, including revocation or suspension of your subscription, restrictions on gigs and account features, limitations on your ability to access the Services and the recovery by Dental Team Builders from you of its expenses relating to the monitoring and enforcement of this obligation. You acknowledge that Dental Team Builders has devoted significant time and expense to develop and maintain the Services and, therefore, your violation of this obligation would cause significant harm to Dental Team Builders.

Without limiting the generality of the foregoing, in addition to the other consequences and remedies set forth herein or otherwise available to Dental Team Builders under applicable law and equity, you agree that if Dental Team Builders determines that you have contacted a Team Member for the purpose of gigs that Team Member's services outside the Dental Team Builders platform, Dental Team Builders shall have the right to charge you the amount of \$1,000 for each such contact between you and a Team Member outside the Dental Team Builders platform. You agree that this represents a reasonable estimate of the actual damages Dental Team Builders may suffer as a result of a breach of this obligation and is not a penalty.

8. Prohibited Uses.

In addition to any other prohibitions or restrictions as set forth in the Terms of Use or Other Terms, you are prohibited from using the Services:

- outside the scope expressly permitted herein.
- for any unlawful purpose or to solicit others to perform or participate in any unlawful acts.
- to violate any international, federal, or state regulations, rules, laws, or local ordinances.
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- to harass, abuse, insult, harm, exploit, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- to submit false or misleading information.
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services, other websites, or the Internet.
- to collect or track the personal information of others.
- to spam, phish, pharm, pretext, spider, crawl, or scrape or introduce any material that is malicious or technologically harmful.
- for any obscene or immoral purpose.
- to interfere with or circumvent the security features of the Services, other websites, or the Internet.
- to engage in any other conduct that restricts, impairs, or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm us or users, or expose them to liability.
- to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, publicly display, demonstrate, transmit or distribute all or any portion of the Services in any form or media or by any means.
- to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services.
- to access all or any part of the Services in order to build a product or service which competes with the Services.
- to use the Services to provide services to third parties other than as permitted hereunder
- without the prior advanced written consent of Dental Team Builders in each case, to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party.

9. Disclaimer of Warranties; Limitation of Liability.

You expressly agree that your use of, or inability to use, the Services, the goods and services sold on them, and the content available through them, is at your sole risk. The Services and all products, services, and content delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use.

Dental Team Builders, Inc., its affiliates and their respective officers, directors, members, managers, employees, contractors, agents, successors, and assigns ("**DTB Parties**") make no warranty, express or implied, including, but not limited to, any warranties of merchantability, merchantable quality, durability, title, non-infringement, completeness, availability, or fitness for a particular purpose with respect to the Services or the products, services, or content available through them, any warranties that your use of the Services will be uninterrupted, timely, secure, virus-free, or error-free, or that any content or results that may be obtained from the use of the Service will be accurate or reliable.

You expressly understand and agree that Dental Team Builders shall not be liable for any payments and monetary transactions that occur through your use of the Services. You expressly understand and agree that

all payments and monetary transactions are handled by the Payment Provider. You agree that Dental Team Builders shall not be liable for any disputes or issues that may arise in connection with financial and monetary transactions between you and any Payment Provider. You are responsible for all transactions (one-time, recurring, and refunds) processed through the Services and/or a Payment Provider. Dental Team Builders is not liable for loss or damage from errant or invalid transactions processed by the Payment Provider, including transactions that were not processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed. You understand that Dental Team Builders may use the Payment Providers in its operation of the Services and that the Payment Providers are subject to change at any time and such changes may adversely affect the Services. You understand and agree to not hold Dental Team Builders liable for any adverse effects that actions (whether intentional or unintentional) on the part of Payment Providers may cause to your Payment Provider account, or your business. You must not process stolen credit cards, or unauthorized credit cards through any Payment Provider.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE DTB PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER AN LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY TECHNOLOGICAL ATTACK ON THE SERVICES, AND ANY GOODS, SERVICES, OR CONTENT OBTAINED THROUGH THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, ERRORS OR OMISSIONS IN CONTENT, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

10. Privacy and Confidentiality.

As a DTB client, you may come into contact with Personal Information (as such term is defined in the Privacy Policy) belonging to Team Members. In addition to all such Personal Information of Team Members, you acknowledge that Dental Team Builders has and will have certain trade secrets, products, technology, sales literature and brochures, forms, contracts, customer data, customer lists, employee personal information and other proprietary information and intellectual property rights (whether marked confidential or not) (“**Dental Team Builders Data**” and together with all Personal Information, the “**Confidential Information**”). You agree that all times while using the Services and at any time after, you will not use any Confidential Information except as strictly required to use the Services of the Team Member as under these Terms of Use, and you will not disclose, duplicate, transfer, sell, publish, transmit, exploit, modify, reverse-engineer or take any benefit from any of the Confidential Information or assist any third party to do any such things. Further, you agree to comply with any and all obligations Dental Team Builders has with respect to the confidential and/or personal information of its clients, prospective clients, and Team Members, including without limitation, maintaining confidentiality and privacy standards with respect to the Confidential Information as set out in the Privacy Policy, as in force from time to time.

11. Indemnification; Release.

You agree to indemnify, defend and hold harmless the DTB Parties from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Use or the Other Terms, your use of the Services, or your violation of any law or the rights of a third-party including, without limitation, any violation with respect to your disclosure of any Confidential Information.

Dental Team Builders and the Services are a referral service only and the Team Members are not employees, co-employees, non-independent contractors or other similar agents of Dental Team Builders. The Services

are provided on an as-is basis and Dental Team Builders assumes no liability or responsibility for the performance or conduct of any Team Member. Therefore, you unconditionally release the DTB Parties from, and agree that none of them shall be liable for, any personal property damage, injury, loss, liability, claim, delay or expense of any sort directly or indirectly incurred by you in connection with or as a result of your use of the Services (including your selection of and hiring a Team Member referred by Dental Team Builders), and including without limitation: untrue or inaccurate statements made by the Team Member in the pre-screening process, acts of God, acts of war, government restrictions, as well as events directly or indirectly caused by any intentional or negligent acts or omissions by any Team Member.

12. Entire Agreement.

DTB can delay enforcing its rights under these terms without losing them. In addition, DTB's failure to exercise its rights on any one occasion, or even on more than one occasion, does not constitute a waiver of its rights for any future occasion. All waivers must be in writing.

These Terms of Use and the Other Terms constitute the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use or Other Terms).

If a court of competent jurisdiction or any government agency determines that any provision of these terms is void or unenforceable, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of these terms. However, all other provisions will remain in full force and effect.

13. Governing Law and Dispute Resolution.

All matters relating to the Services, these Terms of Use, the Other Terms, goods, services, and content available through the Services, transactions through the Services, any separate agreements between you and DTB, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) and must be brought exclusively in a court having jurisdiction for Raleigh, North Carolina. You consent to the exercise of exclusive jurisdiction by DTB and exclusive venue in such courts. Any claim brought by you in connection with the Services may not and will not be made the subject of a class action. To the fullest extent allowable by applicable law, you and DTB waive the right to a jury trial.

14. Contact Information.

Questions about the Terms of Use should be sent to us at info@dentalteambuilders.com.