

Dentacloud Connect Terms of Use

Last Updated: January 1, 2025

1. ACCEPTANCE OF TERMS

By accessing or using Dentacloud Connect (the "Platform"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, you may not use the Platform.

2. DESCRIPTION OF SERVICE

Dentacloud Technology Inc. provides a web-based platform that allows dental practice owners and authorized representatives to submit information about their dental practices to receive instant practice valuations. The valuations provided are estimates based on the information you provide and should not be considered formal appraisals or guarantees of actual market value.

3. ACCOUNT REGISTRATION AND ELIGIBILITY

3.1. Account Creation

To use the Platform, you must create an account by providing accurate, current, and complete information. You agree to:

- Provide truthful and accurate information about yourself and your dental practice
- Maintain and promptly update your account information
- Keep your password secure and confidential
- Notify us immediately of any unauthorized use of your account

3.2. Eligibility

You must be at least 18 years of age and have the legal authority to enter into these Terms. If you are creating an account on behalf of a dental practice, you represent that you have the authority to bind that practice to these Terms.

3.3. Account Responsibility

You are responsible for all activities that occur under your account. We reserve the right to suspend or terminate accounts that violate these Terms.

3.4. Fees and Payment

Access to Dentacloud Connect and its basic valuation services is currently provided free of charge. We reserve the right to introduce fees for certain features or services in the future, and will provide advance notice of any such changes. Your continued use of the Platform after the introduction of fees constitutes acceptance of those charges.

4. DATA SUBMISSION AND USE

4.1. Information You Provide

When using the Platform, you will submit information about your dental practice, which may include:

- **Financial documents:** Bank statements, asset lists, invoices, tax filings, and Notice to Reader financial statements for the prior three years
- **Practice management software reports:** Production reports, collection reports, and accounts receivable reports for the prior three years
- **Employee information:** Employment agreements (including associate agreements), employee details, and payroll information
- **Chart audits:** Random chart audits and any inspections conducted on the practice in the prior three years
- **Lease agreements:** Current lease agreements that bind the practice
- **Physical location information:** Access to practice location(s) for inspections, blueprints, and Ministry of Health requirement approvals
- **Patient volume and demographic data**

- **Equipment and asset information**
- **Other business-related information**

4.2. Accuracy of Information

You represent and warrant that all information you submit is accurate, complete, and current. Inaccurate information may result in incorrect valuations.

4.3. Our Use of Your Data

We use the information you provide to:

- Generate practice valuations
- Improve our valuation algorithms and services
- Provide customer support
- Comply with legal obligations
- Create aggregated, anonymized data for research and analytics

5. CLOUD STORAGE AND DATA SECURITY

5.1. Cloud-Based Storage

All data you submit to the Platform is stored on secure cloud servers. By using the Platform, you expressly consent to your data being uploaded to and stored in cloud-based infrastructure.

5.2. Data Location

Your data may be stored and processed on servers located in Canada and other countries where our service providers operate. By using the Platform, you consent to the transfer and processing of your data in these jurisdictions in accordance with PIPEDA and applicable privacy laws.

5.3. Security Measures

We implement commercially reasonable security measures to protect your data. However, the security of your information also depends on you maintaining the confidentiality of your account credentials.

5.4. No Absolute Security Guarantee

While we strive to protect your information, no method of electronic storage or transmission is 100% secure. You acknowledge that you provide information at your own risk and that we cannot guarantee absolute security.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Platform Ownership

The Platform, including all software, algorithms, designs, text, graphics, and other content, is owned by Dentacloud Technology Inc. and protected by copyright, trademark, and other intellectual property laws.

6.2. License to Your Data

By submitting information to the Platform, you grant us a non-exclusive, worldwide, royalty-free license to use, process, and analyze your data solely for the purposes of providing the services and as described in these Terms and our Privacy Policy.

6.3. Aggregated Data

We may create and use aggregated, anonymized data derived from user submissions for analytics, research, benchmarking, and service improvement purposes. Such anonymized data does not identify you or your practice.

7. VALUATION DISCLAIMER

7.1. Estimates Only

The valuations provided by the Platform are estimates based on the information you provide and our proprietary algorithms. They are not formal appraisals and should not be relied upon as:

- Definitive market values
- Financial advice or recommendations
- Guarantees of sale price or market performance

7.2. Professional Advice

The valuations provided through the Platform are preliminary estimates designed to give you an initial understanding of your practice's potential value based on the provided information. For a complete assessment and to make informed business decisions regarding practice transitions, acquisitions, or sales, additional due diligence is recommended. Dentacloud Technology Inc. provides comprehensive M&A advisory services to support your transaction needs. Please contact us to discuss how we can provide more detailed analysis and advisory services tailored to your specific situation.

7.3. No Warranty

We make no warranties regarding the accuracy, completeness, or reliability of valuations or other information provided through the Platform.

8. ACCEPTABLE USE AND PROHIBITED ACTIVITIES

8.1. Acceptable Use

You may access and use the Platform only for lawful purposes and in accordance with these Terms. The Platform is intended solely for obtaining practice valuations and related services for your internal business purposes. You may not access or use the Platform for any purpose other than that for which we make the Platform available.

8.2. Commercial Restrictions

The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. You specifically agree not to:

- Use the Platform or any valuations, reports, or information obtained from the Platform for marketing, advertising, or promotional purposes
- Resell, redistribute, or commercialize any services, content, or information obtained from the Platform
- Use the Platform or our services to compete with us or develop competing products or services
- Offer the Platform's services to third parties as part of your own service offerings
- Use information or data obtained from the Platform to solicit business from other dental practices
- Create derivative works based on the Platform or our proprietary valuation methodologies

8.3. Prohibited Activities

As a user of the Platform, you agree not to:

- Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us
- Provide false, misleading, or fraudulent information
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords
- Use the Platform for any illegal purpose or to violate any applicable laws or regulations
- Attempt to gain unauthorized access to the Platform or other users' accounts
- Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any content
- Reverse engineer, decompile, or attempt to extract source code from the Platform or our data extraction software
- Tamper with, disable, or circumvent our data extraction software or any security features
- Use automated systems (bots, scrapers) to access the Platform outside of our authorized software tools
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools

- Interfere with or disrupt the Platform's operation or the operation of our data extraction software
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Platform
- Delete the copyright or other proprietary rights notice from any content
- Attempt to impersonate another user or person or use the username of another user
- Copy or adapt the Platform's software, including but not limited to HTML, JavaScript, or other code
- Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the content for any revenue-generating endeavor or commercial enterprise not expressly authorized by us
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform
- Make improper use of our support services or submit false reports of abuse or misconduct
- Use any information obtained from the Platform in order to harass, abuse, or harm another person
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you
- Make any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses

9. PRIVACY

Your privacy is important to us. Please review our [Privacy Policy](#), which explains how we collect, use, and protect your personal information in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy laws. The Privacy Policy is incorporated into these Terms by reference.

10. LIMITATION OF LIABILITY

10.1. Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10.2. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DENTACLOUD TECHNOLOGY INC. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT, LOST REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER DAMAGES ARISING FROM YOUR USE OF THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN CANADIAN PROVINCIAL LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Dentacloud Technology Inc., its officers, directors, employees, and agents from any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from:

- Your use of the Platform

- Your violation of these Terms
- Your violation of any rights of another party
- The information you submit to the Platform

12. TERM AND TERMINATION

12.1. Term

These Terms remain in effect while you use the Platform.

12.2. Termination by You

You may request to terminate your account at any time by emailing info@dentacloud.ai. All termination requests will be reviewed and processed in accordance with our policies. Your termination will take effect once we have confirmed the closure of your account.

12.3. Termination by Us

We may suspend or terminate your account at any time, with or without notice, for:

- Violation of these Terms
- Fraudulent or illegal activity
- Extended periods of inactivity
- Any other reason at our sole discretion

12.4. Effect of Termination

Upon termination:

- Your right to access the Platform ceases immediately
- We may delete your account and data in accordance with our data retention policies
- Sections of these Terms that by their nature should survive termination shall survive

13. CHANGES TO TERMS

We reserve the right to modify these Terms at any time for any reason at our sole discretion. When we make changes, we will update the "Last Updated" date at the top of these Terms. The most current version of these Terms will always be available on our website. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Platform after the date such revised Terms are posted. If you do not agree to any changes, you must discontinue use of the Platform.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law provisions.

14.2. Dispute Resolution

Any disputes arising from these Terms or your use of the Platform shall be resolved in the courts of the Province of Ontario. You irrevocably submit to the exclusive jurisdiction of the courts located in Toronto, Ontario for the resolution of any disputes.

15. MISCELLANEOUS

15.1. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Dentacloud Technology Inc. regarding the Platform.

15.2. Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

15.3. Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

15.4. Assignment

You may not assign or transfer these Terms without our prior written consent. We may assign these Terms without restriction.

15.5. Contact Information

For questions about these Terms, please contact us at:

Dentacloud Technology Inc.
1500 Royal York Road
Toronto, ON M9P 3B6
Canada
Email: info@dentacloud.ai

By creating an account and using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use