

CloudDDS, LLC

Terms & Conditions

Part I Membership, Services and Fees

I. General Information

1.1. These Terms and Conditions apply to all Users. They cover all aspects of CloudDDS.com (the website). Before proceeding users should read these Terms and Conditions carefully. If you find yourself unable to agree to them, then you must not use CloudDDS.com. If, however, you agree to the Terms and Conditions unconditionally you may use CloudDDS.com subject always to these Terms and Conditions. By accessing any aspect of the Subscriber pages of CloudDDS.com, you indicate your acceptance of these terms and conditions irrespective of whether or not you yourself are a registered subscriber.

1.2. CloudDDS.com may amend these Terms and Conditions at any time by posting the amended Terms and Conditions on the Site.

1.3. Except as stated below, any amendments to these terms and conditions shall be automatically effective immediately as they are posted on the website.

II. Membership Eligibility

2.1. Our Services are available only to individuals who have the capacity to form legally binding contracts under the law applicable to these terms and conditions. Without limiting the foregoing, our services are not available to minors (under 18 years of age). If you do not qualify, you are not permitted to register with the website nor use the services and no contract will be formed between you and CloudDDS, LLC. Further, services are not available to Dental Specialists or Dental General Practitioners who are currently subject to either a temporary or an indefinite suspension of their license to practice dentistry.

III. Formation of Contract

3.1. In order that a legally binding contract can be formed between CloudDDS, LLC and a subscriber eligible under clause 2.1, all users are required to comply with these terms and conditions and all users who register are required to accept these terms and conditions unconditionally by signing under "I have read and agreed to the Terms and Conditions" line during the registration process.

3.2. CloudDDS, LLC in their absolute discretion reserves the right to refuse, suspend or cancel subscription of any member at any time and without notice.

3.3. These terms and conditions shall override any previous or contradictory terms or conditions published by CloudDDS, LLC or appearing on the website.

3.4. In consideration of CloudDDS, LLC agreeing to the user's use of the website and its services, the user agrees to comply with these terms and conditions.

3.5. Each user warrants to CloudDDS, LLC that it has the full right, power and authority to enter into and perform its obligations under these terms and conditions and has not entered into any arrangement which in any way conflicts with these terms and conditions or inhibits, restricts or impairs its ability to perform its obligations under these terms and conditions.

IV. Membership

4.1. Subject to clause 2.1 only Referring General Practitioners may visit the website and access certain free services without the obligation to register as a paid subscriber. In order to access all other services provided by CloudDDS.com, it is necessary for Dental Specialists to register as a paid subscriber.

4.2. In order to become a paid subscriber the relevant user shall complete the registration form. The user represents and warrants that the information given in that registration will be accurate and complete. CloudDDS, LLC will hold that information in accordance with the terms of the CloudDDS, LLC Privacy Policy and it may be used to validate the users registration for subscription.

4.3 Pricing for individual subscriptions is determined by the following three factors: the number of doctors, the number of practice locations, and the total length of the subscription selected for the given paid subscription.

4.4. Access to the Subscription is granted after payment of the relevant Fee.

4.4.1 For subscribers electing the month-to-month subscription payment option, access lasts for a period of 30 days from the date of registration. Access to the user's subscriptions in subsequent months is also granted after payment of the next monthly fee. Subscriptions are re-billed automatically at the end of each 30-day cycle. No automatic notice will be sent to user prior to the automatic re-billing. Failure of user to submit a cancellation notice to CloudDDS.com prior to the end of the current 30-day subscription period shall constitute permission for CloudDDS, LLC to re-bill the user for access to their subscription. Subscriptions shall be re-billed each month until such time as the user submits a cancellation notice to CloudDDS.com. Users may cancel their subscription at any time. In order to cancel without incurring the next monthly fee, user must give notice to Referral-Tracker.com prior to the next renewal date of their monthly subscription.

4.5. Each user shall be responsible for the management of their subscription within their relevant organization including the administration of access to the site and services. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of the registration procedures, you must treat such information as confidential, and you must not disclose it to any third party. CloudDDS, LLC does not permit the sharing of logins or passwords, and similarly, no group logins and passwords are permitted. We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time.

4.6. Each subscriber is responsible for making all arrangements necessary to access the website subject always to the prohibition on login and password sharing in clause 4.5 and is also responsible for ensuring

that all persons who access the website through the subscriber's internet connection are aware of these terms and conditions, and ensure that they comply with them.

4.7. Further to clause 4.6 each subscriber is responsible for ensuring that they supply a valid email address, that the CloudDDS.com email domain is white-listed, and that the email account does not block emails from CloudDDS.com. CloudDDS, LLC accepts no responsibility for the non-receipt of any email communication sent to any user.

4.8. Further to clause 4.6 where a subscription allows for a number of users to have access, it is your responsibility to ensure that the users who access the websites via your subscription are responsible in the management and running of your subscription, including observance of all HIPAA regulations relating to ePHI, and that they are legitimate users. You may not add a user who is not an employee of your organization. Further, each of the users within your subscription will have access to the services allocated under your subscription including confidential ePHI. We reiterate that it is your responsibility to manage your subscription within your relevant organization. CloudDDS, LLC accepts no responsibility for the management of your subscription within your organization.

V. Services and Fees

5.1. The Site and Services shall be made reasonably available to all Users in accordance with any Subscription subject to these Terms and Conditions and subject to technical errors and downtime associated with the Internet and the Site. You acknowledge and accept that such downtime may prevent access to the Site and Services from time to time and that access to the Site and Services shall not, therefore, be guaranteed to be error free or uninterrupted.

5.2. The services are to be provided via the website which contains a number of areas which may be varied from time to time initially including the following: My Home, Messages, Patients, Referrals, Tools, and My Account. CloudDDS.com reserves the right to change the content, presentation, performance, and availability of any part of the website at its sole discretion and without notice.

5.3. Details of the services are set out on the site and will be undertaken by CloudDDS.com on acceptance by CloudDDS, LLC of your order to purchase. Each separate order for services shall form and be treated as a separate legal contract between you and CloudDDS, LLC for provision of the relevant services, subject to these terms and conditions.

5.4. Fees are payable immediately prior to the activation of subscription and access to any services.

5.5. In case of non-payment of any sum due from the subscriber (whether formally demanded or not) or of any other breach or non-observance by the subscriber of any of these terms and conditions, CloudDDS, LLC shall have the right to terminate the subscriber's access to the website and services immediately without prejudice to the right to recover all sums payable by the subscriber or to any other right or remedy available to CloudDDS.

5.6. Without prejudice to clause 5.3, CloudDDS, LLC reserves the right to change its payment policy and the fees charged for services from time to time, with such changes becoming effective immediately. Unless otherwise stated, all fees are quoted in US Currency and exclude any and all applicable taxes.

5.7. You agree to pay to CloudDDS, LLC the fees for any and all services you purchase from CloudDDS.com. You further agree that you are responsible for paying any and all applicable taxes. All fees and any such applicable taxes shall be payable by you in full in advance and are non-refundable, subject to clause 6.

5.8. You will not be notified in advance of automatic re-billing. The credit card used to purchase the subscription will be charged the full and current fee on the day of renewal. This will constitute a separate order for services and shall be treated as a separate legal contract between you and CloudDDS, LLC for provision of the relevant services, subject to these terms and conditions and is subject to clause 6.

VI. Cancellation and Fees Refunds Policy

6.1. You have the right to cancel your subscription to CloudDDS.com and receive a full refund of all fees paid within 7 days of the date of purchase as long as you have not yet accessed the relevant services (Cancellation Period). Accordingly, you may cancel any subscription to purchase services during the period up until the relevant services are delivered (which shall for this purpose be defined as access by you to any of the websites or services provided by CloudDDS.com or the end of 7 days from the date of purchase, whichever is shorter). After the expiration of the cancellation period, and after the relevant services have been delivered, fees paid by you to subscribe to CloudDDS.com shall be non-refundable.

6.2. No part of any subscription may be carried forward, and no credit will be given for the unused portion of any subscription. All your subscription benefits will terminate and access to your account will be discontinued when your subscription term expires. Should you choose to re-subscribe to CloudDDS.com, you will be able to re-gain access to all data in your initial account after you have paid all applicable Fees.

6.3. Further to clause 7.1 and clause 7.2 as the case may be, no part of any subscription may be carried forward, and no credit will be given for the unused portion of any subscription. All your subscription benefits will terminate and stop working when your subscription term expires. Should you choose to re-subscribe to CloudDDS, you will be able to re-gain access to all data in your initial account after you have paid all applicable fees.

Part II The Website and the Services

VII. Overview of CloudDDS.com

7.1. Overview: The website acts as a venue for dental specialists and referring general practitioners to interact, refer patients and to obtain information in the form of reports. Although users may choose to conduct business related communications and transactions through the site, CloudDDS, LLC is not involved in any such communications or transactions and as a result, CloudDDS, LLC has no control over

the quality, safety, truth, accuracy or legality of any statements or services posted or offered, nor does CloudDDS, LLC have any ability whatsoever to represent, warrant or guarantee the integrity of the providers of statements or services.

7.2. User identities: Because identification and authentication on the Internet is difficult, CloudDDS.com cannot and does not confirm each User's identity, whether or not they are a subscriber. CloudDDS.com allows subscribers to give access to information about themselves to other users. If you are in any doubt as to an individual's identity you are encouraged to take steps to further establish their credentials, for example by communicating directly with them.

7.3. Release: In the event that you have a dispute or issue with one or more of the other users, you shall release CloudDDS, LLC (and our officers, directors, agents, subsidiaries and employees) from any and all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

7.4. Information Control: CloudDDS.com is designed to provide services to help users make mutually beneficial patient referrals and access information in the forms of reports. This information is provided by our users, many of whom use anonymous User IDs and are people we have never met. Whilst the quality of material submitted to our website is generally high, CloudDDS.com does not control the information provided by users. Please note that there are risks in dealing with foreign nationals, underage persons or people acting under false pretences.

7.5. Under no circumstances shall CloudDDS, LLC be liable for direct, indirect, or incidental damages resulting from your use of information, commentary, advice or other content on the website irrespective as to whom the contributor is. You agree to indemnify CloudDDS, LLC on demand against any actions, claims, proceedings, or liabilities arising from your use of the content of the website.

VIII. Services

8.1. The website contains services and other content that users may access. Some content may only be accessed by members in accordance with the relevant subscription, while other content is free of charge. CloudDDS, LLC grants the user a license to use the services and other content solely for their own information purposes.

8.2. Subject to clause 8.6 CloudDDS, LLC hereby grants to the user a non-exclusive worldwide license for the duration of the subscription. CloudDDS, LLC may choose to revoke such license, to download, store, reproduce, transmit, display, copy, and provide access to the Services in accordance with the terms of the user's membership and then only for the user's own information purposes and for the avoidance of doubt, not for any commercial or business purposes.

8.3. The user shall not alter or remove any content of any services including hyperlinks, copyright notices or other notices indicating rights in the services.

8.4. Any breach by the user of any of the terms of the license will entitle CloudDDS, LLC to terminate your license and your subscription.

8.5. Without prejudice to the generality of clause 5.1, you acknowledge and accept that there may be technical downtime or errors relating to the services. Such downtime or errors may prevent services being viewed by Users of the website. CloudDDS, LLC shall not be liable if the publication of a report or other services is delayed, prevented from access or displayed incorrectly by any cause beyond our control including server downtime or errors.

8.6. You agree to pay the relevant fees for subscription, if any, set out on the website in order to access certain services. Fees set out on the website may change from time to time and any change will be posted on the website and will take effect for all subscriptions and services accessed after the change. Where applicable, payment must be prepaid in accordance with the payment methods before access to certain services is permitted, and no license under clause 8.2 shall be granted until we receive payment in full for the relevant services.

IX. Referral Service

9.1. Notwithstanding and subject to these terms and conditions, the following conditions govern our acceptance of all orders for digital content in the form of patient referrals to be published on the website. We shall accept no patient referrals other than via the referral submission procedure set out on the Site. Submitting a referral via this process shall be deemed to be acceptance of these terms and conditions.

9.2. If you submit a referral to us for publication on the website, you represent and warrant to CloudDDS that the referral:

9.2.1. is made by a dentist that is currently licensed to practice dentistry;

9.2.2. is accurate, honest and truthful and does not misrepresent the clinical condition or status of the patient;

9.2.3. complies with relevant codes of practice governing patient privacy in force at the time of publishing the referral, including but not limited to all HIPAA guidelines and regulations, and

9.2.4. any breach of the warranties set out in this clause will entitle us to remove the relevant referrals from the website and terminate your subscription.

9.3. Notwithstanding clause 9.2 above, it shall be entirely the referring doctor's responsibility to correctly and accurately post; patient information, and patient contact information details when submitting referrals using the procedure set out on the website. CloudDDS.com shall not be obliged to check any referral prior to publishing it nor shall CloudDDS.com be liable for any omissions, errors or inaccuracies in the information submitted. Accordingly, it is your responsibility to check referrals and notify the referring doctor of any omission, error or inaccuracy.

9.4. Without prejudice to the generality of clause 5.1, you acknowledge and accept that there may be technical downtime or errors relating to the referral service. Such downtime or errors may prevent referrals being viewed by users of the website. CloudDDS, LLC shall not be liable if the publication of a referral is delayed, prevented from access or displayed incorrectly by any cause beyond our control including server downtime or errors.

9.5. In any event, CloudDDS, LLC shall not be liable for any loss or damages that arise as a result of a temporary or permanent failure of the referral service.

X. Your Information

10.1. Your information is defined as any information you provide to CloudDDS.com or other users during registration, in any public message area, through feedback or form features.

10.2. Your Information and conduct (or any items listed therein) shall not:

10.2.1. be false, inaccurate or misleading;

10.2.2. be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;

10.2.3. be obscene, or contain any legally restricted material;

10.2.4. contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

10.2.5. create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;

11.2.6. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with anyone or anything; or

10.2.7. post or transmit chain letters, pyramid schemes, advertising, promotional materials, or other solicitation except as where explicitly requested by another User.

10.3. You are responsible for all statements made and acts that occur through the use of your User ID and password. If your password has been disclosed to a third party or stolen, you must change it immediately.

10.4. While CloudDDS.com cannot review all transmissions by users, we reserve the right to, and may from time to time, monitor any information transmitted or received through our service. CloudDDS, LLC at our sole discretion and without further notice to you, may review, remove, or otherwise block any information that we deem inappropriate or that violates any of these terms and conditions.

XI. Access and Interference

11.1. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without the prior written consent of CloudDDS, LLC.

11.2. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the website nor attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.

11.3. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the website's infrastructure.

11.4. Much of the information on the website is updated on a real time basis and is proprietary. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from the Site without the prior written consent of CloudDDS, LLC, with the exception of downloading or printing a single copy for yourself for offline viewing.

XII. Breach

12.1. Without limiting other remedies, CloudDDS, LLC may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your subscription and refuse to provide the services to you if:

12.1.1. you breach these terms and conditions or the documents incorporated by reference (including but not limited to our Privacy Policy)

12.1.2. CloudDDS, LLC is unable to verify or authenticate any information you provide to us; or

12.1.3. CloudDDS, LLC believes that your actions may cause legal liability for you, our Users or us.

XIII. Privacy

For more details on Privacy, please review our Privacy Policy at the end of the terms of use.

XIV. No Warranty

14.1. The website including, without limitation, its contents, functionality, performance and features are provided on an "as available basis" at the user's sole risk and without representations or warranties without any express or implied warranties of any kind and to the full extent permitted by law.

CloudDDS, LLC and other parties involved in creating, producing or delivering the website expressly exclude all warranties, conditions or terms express or implied, statutory or otherwise including without limitation any warranty as to (i) title; (ii) that the use of the materials will not infringe any Intellectual Property Rights of any other person; (iii) satisfactory quality or fitness for any particular purpose; or (iv) that the content of the Site is accurate, complete or error free.

14.2. Although CloudDDS, LLC believes the content of the website to be accurate, complete and current, the Site may include technical inaccuracies or typographical errors. CloudDDS, LLC may make changes to the website at any time.

XV. Liability Limit

15.1. Nothing in these terms and conditions is intended to limit or exclude any liability on the part of CloudDDS, LLC for fraud or for negligence causing death or personal injury or where and to the extent that applicable law prohibits such exclusion or limitation.

15.2. Subject to the above statement and any clauses relating to limitation of liability elsewhere in these terms and conditions, in no event shall CloudDDS, LLC or its subsidiaries, affiliates, officers, directors, agents, and employees be liable in contract, tort (including negligence), statutory duty, pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in connection with these terms and conditions for: (a) direct, consequential, indirect or special loss or damage; or (b) any loss of goodwill or reputation; or (c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), and in each case whether advised of the possibility of such loss or damage and however incurred including as a result of negligence arising out of or in connection with the Site or Services.

15.3. Accordingly, subject to clause 16.1, you agree not to bring a claim of any nature against CloudDDS, LLC in relation the use of or access to the website and use or access to the services, except where such claim cannot be excluded by law. You acknowledge and agree that CloudDDS, LLC will have the right (subject to the discretion of the Court) to a stay of proceeding if you bring any claim against CloudDDS, LLC in breach of the foregoing.

15.4. CloudDDS, LLC shall not be liable or responsible in any way for any damage caused by any misuse of the website by you or any third party, or caused by any service.

15.5. CloudDDS, LLC shall be free to modify, temporarily suspend or cancel the services and to reasonably amend these terms and conditions at any time in writing which amendments will be deemed to be agreed by you upon using the website and services.

15.6. CloudDDS, LLC shall not be liable for any direct, indirect, incidental or other loss or damages, which result or may result from your access to or use of the Internet, Site or Services. Further whilst CloudDDS, LLC uses reasonable efforts to ensure the security of the website and users' and members' data CloudDDS, LLC shall not be liable for any direct, indirect, incidental or other loss or damages which result or may result from CloudDDS, LLC third party access to the website whether by hacking or otherwise.

XVI. Indemnity

16.1. You agree to indemnify (and to keep indemnified) on demand, defend and hold harmless CloudDDS, LLC and its subsidiaries, affiliates, officers, directors, agents, and employees, from and against any claim, demand, liability, cost, damage or lost it may incur, including legal fees, made by any third

party due to or arising out of your breach of these terms and conditions or the documents incorporated by reference, or your violation of any law or the rights of a third party.

XVII. No Agency

17.1. You agree that you and CloudDDS, LLC are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these terms and conditions or by your purchase of any services.

XVIII. Notices

18.1. All notices required to be served on CloudDDS, LLC shall be sent to the contact address stated in clause 23 or as otherwise notified on the website from time to time for such purpose.

18.2. All notices required to be served by CloudDDS, LLC shall be posted on the website to the extent that they relate to a non-subscriber user, or sent to the relevant contact email address supplied to CloudDDS.com by the relevant user or as notified by the relevant user from time to time for such purpose.

XIX. Intellectual Property

19.1. You acknowledge that the ownership of any Intellectual Property Rights (including, for the avoidance of doubt, patents, copyright, rights in databases, trademarks and trade names whether registered or unregistered and subsisting anywhere in the World) in the website belongs to CloudDDS, LLC or its third party licensors. Accordingly, any part of this website (including for the avoidance of doubt, its source HTML or any other code, RSS feeds, content within emails, downloadable files) may not be used, transferred, copied or reproduced in whole or in part in any manner including, for the avoidance of doubt, on any intranet or extranet or any other site or storage facility whether for storage or for others to view without the prior written consent of CloudDDS, LLC, other than for the purposes of utilizing this website and the services, meaning that you may only display it on your computer screen and print it out on your printer for the sole purpose of viewing its content in connection with the services.

19.2. Subject to the terms and conditions herein, copyright and all other Intellectual Property Rights subsisting in each and every piece of information provided on the website is owned by CloudDDS, LLC or the third party providers of such information. You may use information retrieved from the website only for the purposes of the services.

19.3. No person other than the rightful owner or licensee of any Intellectual Property Rights may:

19.3.1. distribute, modify, transmit, re-use, re-post, or use any or all of the information on this website for any purpose other than as set out above nor for public or commercial purposes without CloudDDS, LLC or the relevant licensee's prior written permission;

19.3.2. provide hypertext links, URL Links, graphic links, hyperlinks or other direct connection for profit or gain to the CloudDDS.com services without CloudDDS, LLC's or the relevant licensee's prior written permission;

19.3.3. display, publish, copy, print, post or otherwise use the CloudDDS.com services and the information contained therein for the benefit of any other website without CloudDDS, LLC's or the relevant licensee's prior written permission;

XX. Third Party Advertising and Links to Third Party Websites

20.1. There may be third party advertising posted on the websites from time to time which may contain links to Third Party Websites. You acknowledge and accept that CloudDDS, LLC does not exercise any review or editorial control over the content of such third party advertising whatsoever. Accordingly, CloudDDS, LLC's liability and responsibility for the content of such third party advertising on the website and any damage it may cause is hereby disclaimed and excluded to the maximum extent permitted by law.

20.2. Where CloudDDS.com provides hyperlinks to a third party website, CloudDDS, LLC shall not take any responsibility for nor does it make any warranties, representations or undertakings about the content of such site and CloudDDS, LLC does not endorse or approve the content of such third party websites. If you decide to use any link to a third party website you leave the website and you do so at your own risk.

20.3. Links to third party websites in the third party advertising or otherwise on the website do not imply that:

20.3.1. CloudDDS, LLC is affiliated or associated with the owners of such third party websites;

20.3.2. CloudDDS, LLC is legally authorized to use any trade mark, trade name, logo or copyright symbol displayed in or accessible through the third party websites; or

20.3.3. any linked third party website is authorized to use any trade mark, trade name, logo or copyright of CloudDDS, LLC.

XXI. General

21.1. Assignment users and members shall not be entitled to assign, transfer, charge or license the whole or any part of its rights and/or obligations under these terms and conditions without the prior written consent of CloudDDS, LLC.

21.2. Sub-contracting CloudDDS, LLC may engage any person, firm or company as its sub-contractor to perform any of its obligations.

21.3. Relationship nothing in these terms and conditions shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties nor shall it be deemed to grant any authority not expressly set out in the agreement or create any agency between the parties.

21.4. Entire agreement each party confirms that this agreement sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them relating to the subject matter of the CloudDDS.com website and services. The user or member as the case may be confirms that it has not relied upon any statement, representation or understanding that is not an express term and shall not have any remedy in respect of any statement, representation or understanding which is not an express term.

21.5. Severance to the extent that any provision of this agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these terms and conditions, it shall not affect the validity, lawfulness or enforceability of the remainder of these terms and conditions nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

21.6. Rights of third parties nothing in these terms and conditions shall create or confer any rights or other benefits in favor of any person other than the parties to these terms and conditions.

21.7. Governing Law: These terms and conditions shall be governed in all respects by Tennessee law as if the contract was wholly entered into and wholly performed within the State of Tennessee. The parties hereby submit to the exclusive jurisdiction of the courts of the State of Tennessee.

XXII. CloudDDS Contact Information:

CloudDDS, LLC
894 N. Germantown Parkway
Suite 2
Cordova, TN
38018
[Privacy Policy](#)

Privacy Policy

Information we collect about you:

Our primary goal in collecting personal information about you and your practice is to provide you with a smooth, efficient and personalized experience while using our services. This information allows us to provide the services and featured benefits of subscribing to CloudDDS, and allows us to customize our services to fit your needs.

Children are not eligible to use our services and we ask that minors (under 18 years of age) do not submit any personal information to us.

In order to subscribe to CloudDDS, you will be required to provide us with your contact information, information relating to your practice location, and information relating to your credentials to practice dentistry.

In order to process online payments, we require the billing address of the credit card being used. We don't store the credit card details on our servers, but we do store the billing details.

How your information is used:

Information you provide about your practice is only available to be viewed by registered users of CloudDDS. This information allows referring General Practitioners and Specialists to locate, contact and gain access to secure online referral forms. This information is not accessible to non-registered visitors to the site.

We use personally identifiable information about you to statistically analyze site usage, to improve our content and product offerings, ad to customize our sites content, layout and services. We believe that these uses allow us to improve our site and better tailor it to meet our users' needs.

We use your email address to alert our subscribers to recent updates that have been made, or upcoming updates that may be planned for the future so that subscribers can plan ahead and avoid inconvenience.

We use information we maintain in the file about you, and other information we obtain from your past and present activities on the website, to resolve any disputes, troubleshoot problems and enforce our terms and conditions of use.

Our Disclosure of Your Information:

We do not sell or rent any personally identifiable information about you to any third party.

Unfortunately, due to the existing regulatory environment, we cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this privacy policy.

By way of example (without limiting the foregoing), we may be forced to disclose information to the government or other third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. We can (and you authorize us to) disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, Intellectual Property Rights Infringements, or other activity that is illegal or may expose us to legal liability.

CloudDDS cooperates with law enforcement inquiries and other third parties to enforce laws, Intellectual Property Rights, and other rights. Local and international law enforcement agencies can request and may receive your personally identifiable information.

How your Patient's Protected Health Information (PHI) is used:

Patient's Protected Health Information (PHI) is only accessible by the referring doctor who initiates the online referral and the dental specialist to whom it is sent. PHI is protected by a secure sockets layer (SSL Certificate) and is fully encrypted from the time of data entry to the time the PHI is viewed by the

intended recipient. PHI is never transmitted or stored outside of CloudDDS secure servers. PHI is never disclosed or rented to any third parties.

Your Responsibilities:

It is your responsibility to safeguard your username and password. You may not disclose your CloudDDS username and password to any third parties, nor share it with any third parties not listed as part of your paid subscription. If you lose control of your password, you may lose substantial control over your personally identifiable information (as well as the Protected Health Information you enter in the course of using your subscription), and may be subject to legally binding actions taken on your behalf.

Therefore, if your password has been compromised for any reason, you should immediately change your password.