

Terms and Conditions (Buyer's Terms)

Last updated: December 2nd, 2017

1. Definitions

In these Terms the following terms shall have the following definitions unless stated otherwise:

- Active Bid means a Bid made during Bidding Window period;
- Active Listing – a Listing, that shall be presented on website to all of the users. Interested Buyers can register their interest in purchasing of the Practice within Bidding Window period.
- Anti-Sniping Tool: if the bid is made within last 10 (Ten) minutes of Bidding window period (so called Late Bid), the Bidding Window will be automatically extended for an additional period to ensure that such Late Bid is at least 10 minutes old when the Bidding Window closes to allow other Buyers the opportunity to react to the Late Bid. This process shall continue until no further bids are placed during the last 10 minutes of the Bidding Window (as may have been extended pursuant to this clause) or until 72 hours after the Bidding Window was originally due to close
- Bidding Process – system of rules of bidding, described in these Terms;
- Bidding Window - the period within which new bids may be placed as soon as the Listing becomes an Active one;
- Buyer means a person registered on Our Site in a proper way and acting in accordance with the Buyers Terms being a person interested in purchasing Practice represented on DentalBidz's website;
- Inactive Listing - is presented on our website to all of the users. However, it is not available for interested Buyers to bid on unless the Listing transforms into active one. This inactive Listing may include may include Listings, where the Bidding Window has recently closed;
- Late Bid is a bid, placed by a Buyer in the last 10 minutes of the Bidding Window;
- Listing Duration is a period of total duration of Listing's presenting as either Active Listing or Inactive Listing on DentalBidz's website;
- Listing means the posting on website containing the details set out in these Terms;
- Open Day means a day for a visiting a Practice for Buyers to view the Practice;
- Reservation Fee is DentalBidz's charges for our services. Fees will be made into a secure client holding deposit and will only be transferred into DentalBidz's account once the sale

has been completed. This payment is separate from purchase price payment to the Seller for the Practice;

- Reservation Period shall have the meaning of period within 48 hours after making a Winning Bid;
- Reserve Price means the minimum price set by the Seller when creating the Listing;
- Seller means a person registered on DentalBidz's website and acting in accordance with the Sellers Terms being a person who has created a Listing to market a Practice for sale on DentalBidz's website;
- Starting Price means the price at which the Seller specifies bidding shall be required to start;
- Termination Fee is a fee payable by the Buyer or the Seller in order to terminate this Agreement otherwise than pursuant to any right of cancellation that a Buyer has under clause;
- Winning Bid is the highest bid made in accordance with Buyers and Sellers Terms during the Bidding Window.

2. Introduction

These Website Standard Terms and Conditions ("Terms") written on this webpage shall manage your use of this website. These Terms will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here. You understand that it is an agreement between you and company (hereinafter referred to the "DentalBidz", "we"). You must not use this Website if you disagree with any of these Website Standard Terms and Conditions.

Please read these Terms and Conditions carefully. Your access to and use of the service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms are applied to all visitors, users and others who access or use this Website. You agree that in order to use the Site as the visitor, viewer or registered member, you must be at least eighteen (18) years of age or older. By using the Service in any manner (including but not limited to visiting or browsing the website and creating an account) you agree to be bound by these Terms without modification.

3. Description of website services offered

DentalBidz is a platform made by dentists, for dentists. DentalBidz creates an easy solution for Buyer and Seller to make an easy, swift transaction. We run a thoroughly vetted, quality assured system so that our users can guarantee that they're bidding against other genuine buyers with

intentions of purchasing the property. We confirm the identity and the intentions of buyers before we allow bidding. We implemented the following features to ensure an authentic, auction house experience. Any and all visitors to our site, despite whether they are registered or not, shall be deemed as “users” of the herein contained Services provided for the purpose of this Terms. Once an individual registers for our Services, through the process of creating an account, the user shall then be considered a “member”.

The user and/or a member acknowledges and agrees that Services provided and made available through our website are the sole property of the DentalBidz. At its discretion, the DentalBidz may offer additional website Services or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services, all updated, modified or revised Services unless otherwise stipulated. The DentalBidz does hereby reserve the right to cancel and cease offering any of the aforementioned Services. You, as the end user and/or member acknowledge, accept and agree that the DentalBidz shall not be held liable for any such updates, modifications, revisions or discontinuance of any of Our Services and/or products. Your continued use of the Services provided your acceptance of such updates, changes and modifications. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

DentalBidz is a marketing website. DentalBidz should not be treated as the auctioneer or party to agreement between Seller and Buyer, or any other party to actual transactions between Seller and Buyer and DentalBidz should not be liable for relations between Buyer and Seller.

4. Modification of Terms

The DentalBidz reserves the right, at its sole discretion, to modify or replace the Terms and Conditions. It is your responsibility to check the Terms periodically for changes. Your continued use of the Service following the posting of any changes to the Terms and Conditions will be subject to the new Terms and Conditions.

5. Intellectual Property Rights

Other than the content you own, under these Terms, the Website’s owner and/or its licensors own all the intellectual property rights and materials contained in this Website.

You are granted limited license only for purposes of viewing the material contained on this Website.

As a condition of your use of the Site, you warrant to the DentalBidz that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner, which could damage, disable, overburden, or impair the Site or interfere with any other

party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of the DentalBidz or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site.

Your use of the Site does not entitle you to make any unauthorised use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content.

You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of the DentalBidz and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the DentalBidz or our licensors except as expressly authorised by these Terms.

6. Restrictions and obligations

You represent and warrant that if you are an individual, you are (i) at least eighteen (18) years old or (ii) if you are between the ages of thirteen (13) and eighteen (18), you have parental permission to enter into an agreement to accept these Terms of Use and to use the Service.

You are specifically restricted from all of the following

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being access by you and may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

You warrant that you will abide by, without limitation, all applicable local, national and international laws and regulations with respect to your use of the Website and not interfere with the use and enjoyment of the Website by other users or with the operation and management of the Website. You will, at all times, provide true, accurate, current, authorised, and complete information when submitting information or materials on the Website, including, without limitation, information required to be provided through the DentalBidz Website registration form. If any false, inaccurate, untrue, unauthorised or incomplete information is submitted by you, the DentalBidz reserves the right to terminate your access and use of the Website. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the Website, or defame or otherwise harm any party through your use of the Website.

The DentalBidz also reserves the right not to provide access to services for users and members without reason.

The most important obligations of the Buyer:

- shall act under these Terms and Conditions;
- shall confirm his/her capacity and age for entering into these Terms and Conditions;
- pay necessary fees under these Terms and Conditions;
- give additional PII (personal identity information) to DentalBidz on our requests, including but not limited to driving licence number or passport number, under the Money Laundering Regulations 2007 in accordance with these Terms and Conditions.
- Interested Buyers shall register their interest in attending the Open Day;
- Every Buyer shall confirm his/her financial capacity of being a legal Buyer of the Practice;
- Buyer shall within 48 hours after submitting the Winning bid, pay the Reservation fee to DentalBidz to reserve the Practice for purchase.

The obligations are not exhausted in this provision and can be detailed in these Terms. In case of relisting the same obligations will apply.

7. Rights of the Buyer.

- Every Buyer can demand from Sellers the proper performance of their obligations under Seller's Terms and Conditions;
- Interested Buyers are allowed to place bids against Practice, which they want to buy;

- Buyer has the right to Open Day (when filling in the Listing, Seller is given the option of holding one or more Open Days to allow interested Buyers to view the Practice);
- Buyer can cancel the agreement between us within 14 days of acceptance of these Terms and Conditions;
- Buyer have the right to ask for help of finance or property solicitor under these Terms;
- Buyers are entitled to know any information in relation to the Practice in a clear and timely way;
- Buyers can demand the accurate and proper information about Practice;
- Buyer has the right to complain under these Terms and Conditions.

8. Listing

Buyer can check the Listing for its proper content. The DentalBidz reviews the Listing after Seller's submitting to ensure that all the necessary information is provided. But nevertheless, we are not secured from technical and mechanic mistakes. We are open to Buyer's grounded questions and comments on this issue.

Under Seller's Terms and Conditions, the Listing must contain such essential terms:

- a textual description of one Practice;
- a Starting Price;
- Energy Performance Certificate (EPC) – in document;
- images of the Practice
- reference number;
- auction deadline;
- Listing duration (period of total duration of Listing's presenting as either Active Listing or Inactive Listing on DentalBidz's website)

A Listing may include:

- practice location;
- tenure.

Further actions with Listing:

Once a Listing is approved by DentalBidz, the Listing may be added to website as either an active Listing or as an inactive Listing. The DentalBidz can also provide at this point for the Listing to be shown on third party property sales advertising websites.

The inactive Listing shall be presented on our website to all of the users. However, it is not available for interested Buyers to bid on unless the Listing transforms into active one. This inactive Listing may include may include Listings, where the Bidding Window has recently closed.

The Bidding Window is a period, when new bids may be made.

The active Listing shall be presented on our website to all of the users. Interested Buyers can register their interest in purchasing of the Practice within Bidding Window period.

DentalBidz reserves the right to terminate any Listing we consider not to be in accordance with Terms and Conditions.

When filling in a Listing, Sellers shall act under the Consumer Protection from Unfair Trading Regulations 2008. It is important Act for protecting Buyer's rights.

9. Registration on the Website, account and password.

To register and become a "member" of the Site, you must be at least 18 years of age to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from receiving our Services under the laws and statues of the UK or other applicable jurisdiction.

Users register through filling in the registration form, then receiving a call for confirmation of interest and they obtain access to the account.

Users who wish to register with the DentalBidz are required to provide true, accurate, current and complete information about themselves as prompted by registration forms provided. You agree to update your information should there be any changes, in order to keep registered information true, accurate, current and complete. If you provide information contrary to aforementioned conditions, we may deny you or terminate your access to the Site, parts of it or our Services. We are not responsible for any failure in providing the Services, which result from information that is not true, accurate, current and complete.

When you set up an account, you are the sole authorised user of your account. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It is your responsibility for any act or omission of any user(s) that access your account information that, if undertaken by you, would be deemed a violation of the Terms and Conditions. It shall be a responsibility to notify the DentalBidz immediately any unauthorised access of use of your account or password or any other breach of security. If you ever find out or suspect that someone access your account without authorisation, you are advised to inform us immediately. The DentalBidz shall not be held liable for any loss and/or damage arising from any failure to comply with this term of use.

You log in with your contact email address/username and the password you have chosen. You have the possibility to use your phone, tab and other devices while logging.

10. Bidding rules and other important provisions. Payment provisions. Fees.

Firstly, when the Listing appears on our website and becomes active, interested Buyer can make a bid for the Practice within the Bidding window period. The Dentalbidz accepts bids only from verified users and can request an additional information about the Buyer.

Secondly, if the bid is made within last 10 (Ten) minutes of Bidding window period (so called Late Bid), the Bidding Window will be automatically extended for an additional period to ensure that such Late Bid is at least 10 minutes old when the Bidding Window closes to allow other Buyers the opportunity to react to the Late Bid. This process shall continue until no further bids are placed during the last 10 minutes of the Bidding Window (as may have been extended pursuant to this clause) or until 72 hours after the Bidding Window was originally due to close. The process described in this clause shall be referred to as the Anti-Sniping Tool.

Thirdly, the Winning bid is the highest bid, which meets or exceeds the Reserve Price.

Where the highest bid does not meet or exceed the Reserve Price, the Practice will not be reserved and the Seller shall make one or more of the following decisions:

- specify another Bidding window for the Listing;
- change the Listing to alter the Reserve Price; and/or
- make the Listing as an inactive one; or
- withdraw the Listing from website.

After submitting a Winning bid (by clicking the appropriate Button on the website), the Buyer will be a period of 48 hours in which he shall pay a Reservation fee to reserve the Practice. The Reservation

When the DentalBidz receives the Reservation fee, we prepare a Memorandum of Sale, which sets forth the intention of Parties (the Seller and the Buyer) to create legal relations by concluding sale-purchase agreement of Practice.

The DentalBidz shall send the Memorandum of Sale to each of the following:

- the Seller (via email, given through registration);
- the Buyer (via email, given through registration);
- the solicitors named by the Seller (if the email was given); and
- the solicitors named by the Buyer (if the email was given)

Buyer is responsible for the payment of the following fee:

- Reservation fee.

Buyer will be provided with the Reservation period (48 hours after submitting of the Winning bid).

The value of the Reservation fee shall be the higher of either:

- 1.8% (inclusive of VAT) of the value of the accepted Winning bid

- £3,000.

If Buyer fails to make a payment of the Reservation fee during the Reservation period, the Practice will not be reserved and the Seller shall be entitled to re-purchase the Practice to other Buyers.

However, Buyer shall still be liable to DentalBidz for the Reservation fee.

Additionally, in case of Buyer's withdrawal from the purchase process, the Buyer does not receive the paid Reservation fee back.

Buyer has the right for reimbursement of Reservation fee from us in case of Seller's withdrawal from the sale and purchase process. However, this provision should not apply in case of Buyer's unfair and unscrupulous actions.

11. Use of communication services

The Website may provide You with a finance or property solicitor. You can fill in the small application form and we will contact You.

The Site may contain bulletin board services, chat areas (blog), news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or

otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The DentalBidz has no obligation to monitor the Communication Services. However, the DentalBidz reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The DentalBidz reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The DentalBidz reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the DentalBidz's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The DentalBidz does not control or endorse the content, messages or information found in any Communication Service and, therefore, the DentalBidz specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorised spokespersons of the DentalBidz, and their views do not necessarily reflect those of the DentalBidz.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

12. Limitation of liability

The DentalBidz does its best to ensure that all information on the Website is accurate. If you find any inaccurate information on the Website please let the DentalBidz know by sending an email to Web Services at contact@dentalbidz.co.uk and we will correct it, where we agree, as soon as practicable.

The DentalBidz gives no warranty or assurance about the content of the Website. As the Website is under constant development its contents may be incorrect or out-of-date and are subject to change without notice. While the DentalBidz makes every effort to ensure that the content of the Website is accurate, the DentalBidz cannot accept liability for the accuracy of all the content at any given point in time.

The DentalBidz makes every effort to ensure that its computer infrastructure is error- and virus-free but does not warrant that any material available for downloading from the Website will be free from infection, viruses and/ or other code that has contaminating or destructive properties. You are

responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

Neither the DentalBidz nor any of its agents, employees and sub-contractors shall be liable to you or any other party for any claim, loss, demand or damages whatsoever (whether such claims, loss, demands or damages were foreseeable, known or otherwise) arising out of or in connection with the use of the Website or information, content or materials included on the Website.

DentalBidz shall NOT be involved in contractual and factual relations between Seller and Buyer. DentalBidz is not liable for the actions of any Buyer or any Seller during the Open Day. Open Day is a day on which a Seller may invite registered Buyers to visit the Practice to look at the proposed Practice.

In no event shall DentalBidz or any of its agents, employees or sub-contractors be liable to you for any indirect or consequential loss or damage including, without limitation, any;

- loss of actual or anticipated profits (including loss of profits on contracts);
- loss of revenue;
- loss of business;
- loss of opportunity;
- loss of anticipated savings;
- loss of good will;
- loss of reputation;
- loss or damage to or corruption of data;
- loss of use of money or otherwise,

and whether or not advised of the possibility of such claim, loss, demand or damages and arising in tort (including negligence), contract or otherwise, to the fullest extent permitted by law.

The Website provides hypertext links to other sites operated by other people. Using such a link means you are leaving the Website. The DentalBidz takes no responsibility for, and gives no warranties, endorsements, guarantees or representations in respect of, linked sites. The DentalBidz is not responsible for the privacy practices, nor do we accept any liability in connection with the content of, such websites, including those of our group entities, which will in some cases have their own privacy policies tailored for the particular business practices and educational sectors in which they operate. Any concerns regarding any external link should be directed to its website administrator or web master.

We are a distributor (and not a publisher) of content supplied by third parties and users of the internet. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or users, are those of

the authors or distributors and not of us. We do not necessarily endorse nor are we responsible for the accuracy or reliability of any opinion, advice or statement made on the Website.

The information on the Website is not intended to address your particular requirements. Such information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in making (or refraining from making) any specific educational, or other, decisions. You should take your own advice and/ or make specific enquiries and independently verify any information before relying upon it.

If you make an arrangement with anyone named in or connected with the Website this is at your sole risk.

Nothing in this Agreement excludes or limits the DentalBidz's liability for:

- death or personal injury caused by the DentalBidz's negligence; or
- fraud or fraudulent misrepresentation; or
- the tort of deceit; or
- any other liability which may not be limited or excluded by law.

13. Termination

As a member of the Website, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to _____ 20 days prior to termination date.

As a member, you agree that the DentalBidz may, without any prior written notice, immediately discontinue, suspend, terminate, and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

1. any breach or violation of our Terms and Conditions or any other incorporated agreement, regulation and/or guideline;
2. by way of request from law enforcement or any other governmental agencies;
3. unexpected technical or security issues and/or problems;
4. any extended periods of inactivity;
5. any engagement by you in any fraudulent or illegal activities
6. the nonpayment of any associated fees that may be owed by you in connection with your the DentalBidz's account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and/or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email



address and/or access to any of our Services. In addition, you agree that the DentalBidz may cease operations with prior written notice (10 days).

The termination of your account with the DentalBidz shall include any and/or all of the following:

- a) the removal of any access to all or part of the Services offered within the DentalBidz;
- b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part of thereof;
- c) the barring of any further use of all or part of our Services.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user or member and the DentalBidz with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user or member and the DentalBidz with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

14. Third Party Sites

The DentalBidz may present the approved Listing on third party property sales advertising websites. The Website may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Website or another feature of the Service. When you access third party websites, you do so at your own risk. These other websites are not under the DentalBidz's control, and you acknowledge that the DentalBidz is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by the DentalBidz or any association with its operators. You further acknowledge and agree that the DentalBidz shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

Through your DentalBidz's Account you may be able to access, link to and display Content on or from your DentalBidz's Account and your accounts or profiles with third party sites. The Service may allow you to specify the Content that will be accessed, linked to and displayed on or through your Account. You represent, warrant and agree that with respect to Content that you make available on third party sites you will in all cases comply with all applicable third party terms of services and any other obligations you may have with respect to that third party site.

15. Indemnification

You agree to indemnify, defend and hold harmless the DentalBidz, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The DentalBidz reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the DentalBidz in asserting any available defenses.

As the Buyer receives personal information about the Seller (to make a payment, for example), he/she should be liable for revealing of this information to third parties.

16. Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions.

17. Liability Disclaimer

The information, software, products, and services included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The DentalBidz and/or its suppliers may make improvements and/or changes in the site at any time.

The DentalBidz and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without



warranty or condition of any kind. The DentalBidz and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. The DentalBidz is not responsible for the problems with server and losing the database.

To the maximum extent permitted by applicable law, in no event shall the DentalBidz, and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if the DentalBidz or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the site.