

USER TERMS AND CONDITIONS

These terms and conditions (the "Agreement"), and any amendments to such, governs your participation as a user (the "User" "you" or "your") of this website or associate websites, products or services associated with www.dentalstaffingofidaho.com (the "Site"). The User covenants and agrees as a condition precedent to accessing and utilizing this Site to be bound by this Agreement, as may be amended by TRVLN Enterprises, Inc., an Idaho corporation doing business as "Dental Staffing of Idaho" (hereinafter "STAFFING COMPANY"), from time-to-time.

1. DEFINITIONS

- 1.1. "User" means any individual who uses the Site and is party to this Agreement personally, and/or through a representative or agent, including the person who completes and signs this Agreement, who uses this Site, or who purchases Services through the Site.
 - 1.1.1. No other person is authorized to access or discuss the User's account with STAFFING COMPANY, or request work, unless STAFFING COMPANY has received written authorization from the User for this additional person to have account access.
 - 1.1.2. The User who signs or accepts this form is fully responsible for all account charges incurred by anyone whom the User authorizes on the account.
- 1.2. "Website" means the website used for STAFFING COMPANY Services, as operated by STAFFING COMPANY and situated at www.dentalstaffingofidaho.com, referred to herein as the "Site".
- 1.3. "Services" means all services and products offered and provided by STAFFING COMPANY, including, but not limited to, its dental staffing services.
- 1.4. "STAFFING COMPANY" means TRVLN Enterprises, Inc., an Idaho corporation doing business as "Dental Staffing of Idaho", including all of its shareholders, directors, officers, employees, owners, and agents.

2. RULES ABOUT GENERAL MEMBER CONDUCT

- 2.1. Among the other rules as set forth in these Terms and Conditions, User's may not:
 - 2.1.1. Interfere with the STAFFING COMPANY Site
 - 2.1.2. Use profanity on the site
 - 2.1.3. Infringe on STAFFING COMPANY'S intellectual property, or the intellectual property of other Users or third-parties
 - 2.1.4. Create a new account, or buy and sell on other existing accounts, to avoid restrictions or limits
 - 2.1.5. Make offers to buy or sell content created by STAFFING COMPANY outside of STAFFING COMPANY
 - 2.1.6. Falsely report that another member has violated a STAFFING COMPANY policy

3. STAFFING COMPANY SERVICES

- 3.1. STAFFING COMPANY will permit the User to participate in the services provided by STAFFING COMPANY, subject to compliance with the terms and conditions in this Agreement and Acceptable Use Policy and Privacy Policy, as may be promulgated and amended by STAFFING COMPANY, from time-to-time, and incorporated by reference in this Agreement.
- 3.2. User will be issued a unique username and password to access portions of the Site, neither of which may be used by any person other than the User. User must take reasonable security precautions. User must protect the confidentiality of your password, and User should change its password periodically. STAFFING COMPANY recommends that User create a complex password which includes at least one symbol and a capital letter.
- 3.3. It is expressly agreed that the parties intend by this Agreement to establish a relationship between STAFFING COMPANY and the User, but that it is not the intention of either party to undertake a joint venture or to make the User in any sense an agent, employee, or partner of STAFFING COMPANY. The parties expressly agree that this Agreement does not in any way create a partnership, nor have the parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever.
- 3.4. It is further agreed that the User has no authority to create or assume in STAFFING COMPANY'S name or on its behalf any obligation, express or implied, or to act or purport to act as its agent or representative for any purpose whatsoever and the User shall not hold itself out as having any such authority.

4. **DENTAL STAFFING AGREEMENTS.** This Agreement is subject to the "Staffing Agreement" entered into between STAFFING COMPANY and its customers, and the "Dental Staff Member Agreement" entered into between STAFFING COMPANY and the dental staff STAFFING COMPANY provides to its customers (together the "Dental Staffing Agreements"). If there is any conflict between this Agreement and the Dental Staffing Agreements, the Dental Staffing Agreements shall prevail and govern such conflicting provisions in full.

5. ACCEPTABLE USE POLICY

- 5.1. User agrees to use the Services in compliance with applicable law and STAFFING COMPANY'S Acceptable Use Policy (the "AUP"). User agrees that STAFFING COMPANY may, in its reasonable commercial judgment consistent with industry standards, amend the AUP from time-to-time to further detail or describe reasonable restrictions and conditions on User's use of the Services. Amendments to the AUP are effective on the earlier of STAFFING COMPANY'S notice to User that an amendment has been made, or the first day such notice is posted to the Site. In the event of a dispute between STAFFING COMPANY and User regarding the interpretation of the AUP, STAFFING COMPANY'S commercially reasonable interpretation of the AUP shall govern.

- 5.2. User agrees that the following uses are not acceptable uses under the AUP. The following list is nonexclusive, and STAFFING COMPANY reserves the right to amend this list at any time at its sole discretion. You may not publish or transmit via STAFFING COMPANY'S Service or its Site any content that STAFFING COMPANY reasonably believes:
- 5.2.1. Constitutes child pornography;
 - 5.2.2. Constitutes pornography;
 - 5.2.3. Is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech; Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
 - 5.2.4. Is defamatory or violates a person's privacy;
 - 5.2.5. Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
 - 5.2.6. Improperly exposes trade secrets or other confidential or proprietary information of another person;
 - 5.2.7. Is intended to assist others in defeating technical copyright protections;
 - 5.2.8. Infringes on another person's trademark, service mark, copyright, patent, or other property right;
 - 5.2.9. Promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
 - 5.2.10. Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to STAFFING COMPANY;
 - 5.2.11. Is otherwise malicious, fraudulent, discriminatory or may result in retaliation against STAFFING COMPANY by offended viewers; or
 - 5.2.12. Is directly opposed to or contrary to the religious and moral principles or beliefs of STAFFING COMPANY and its users.
- 5.3. STAFFING COMPANY is under no duty, and does not by this AUP undertake a duty, to monitor or police our Users' activities and disclaims any responsibility for any misuse of the STAFFING COMPANY Site.
- 5.4. You may not engage in illegal, abusive, or irresponsible behavior on the Site, including, but not limited to: Unauthorized access to or use of data or services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (including those belonging to STAFFING COMPANY and its Users) without express authorization of the owner of the system or network; monitoring data or traffic on any network or system without the authorization of the owner of the system or network; Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; use of an Internet account or computer without the owner's authorization, including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning; forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting; or Any conduct that is likely to result in liability against the STAFFING COMPANY'S network.
- 5.5. User agrees to not use the STAFFING COMPANY trade names, trademarks or assumed business names in any way whatsoever without STAFFING COMPANY'S express written authorization. User acknowledges that use of the STAFFING COMPANY name without its written consent is strictly prohibited.

6. YOUR ACCOUNT

User must create its STAFFING COMPANY account to use certain STAFFING COMPANY Services, and User may be required to be logged in to the account and have a valid payment method associated with it. User is responsible for maintaining the confidentiality of your account and password and for restricting access to such account, and User agrees to accept responsibility for all activities that occur under User's account or password. STAFFING COMPANY does not sell its Services to minors, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If User is under 18, it may use the STAFFING COMPANY Services only with involvement of a parent or guardian. STAFFING COMPANY reserves the right to refuse service, terminate accounts, terminate User's rights to use STAFFING COMPANY Services, remove or edit content, or cancel orders in its sole discretion.

7. LICENSE AND ACCESS

- 7.1. Subject to User's compliance with these Conditions of Use and any Service Terms, and your payment of any applicable fees, STAFFING COMPANY or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the STAFFING COMPANY Services. This license does not include any resale or commercial use of any STAFFING COMPANY Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any STAFFING COMPANY Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by STAFFING COMPANY or its licensors, suppliers, publishers, rightsholders, or other content providers. No STAFFING COMPANY Service, nor any part of any STAFFING COMPANY Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of STAFFING COMPANY. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of STAFFING COMPANY without express written consent. You may not use any meta tags or any other "hidden text" utilizing STAFFING COMPANY'S name or trademarks without the express written consent of STAFFING COMPANY. You may not misuse the STAFFING COMPANY'S Services. The licenses granted by STAFFING COMPANY terminate if you do not comply with these Conditions of Use or any Service Terms.

8. ACCOUNT CHARGES AND BILLING

- 8.1. Payments made to STAFFING COMPANY for its Services are typically nonrefundable and are governed by the Dental Staffing Agreements. However, STAFFING COMPANY reserves the right to issue refunds in its sole discretion if User follows the guidelines outlined in Section 7.2 below for refund requests. If a payment is bounced, refused, canceled, or charged back for any reason, a \$35.00 charge will be added to the User's account and User remains liable for entire account balance.
- 8.2. Payment refunds are issued in STAFFING COMPANY'S sole discretion, which may be withheld for any reason. Any refund request must be made within thirty (30) days that payment was received by providing written request via email to the email address listed at the bottom of this page. The written request for payment refund must contain the following information:
 - 8.2.1. Your name and contact information;
 - 8.2.2. Date the payment was made;
 - 8.2.3. Your account information;
 - 8.2.4. Your method of payment; and
 - 8.2.5. Your reasons for requesting a refund.

If STAFFING COMPANY, in its sole discretion, provides you a payment refund, the refund will be received through your original method of payment within forty-five (45) days of providing you notice that your refund request was granted.

- 8.3. Fees are payable in advance to the Service Commencement Date. STAFFING COMPANY may require payment for the first billing cycle before beginning service. **Past due balances accrue finance charges at the rate of 15% per month until the balance is paid in full.**
- 8.4. If the Order provides for credit/debit card billing, User authorizes STAFFING COMPANY to bill subsequent fees to the credit/debit card 30 days prior or after the first day of each successive billing cycle during the Term of this Agreement; otherwise STAFFING COMPANY will invoice User via electronic mail to the Primary User Contact listed on the Order. Invoiced fees may be issued on or before the 1st day of each billing cycle, and the fees shall be due on the 14th day following invoice date, but in no event earlier than 30 days prior each billing cycle. Payments must be made in United States dollars. User is responsible for providing STAFFING COMPANY with changes to billing information (such as credit card expiration, change in billing address). Fees not disputed within sixty (60) days of due date are conclusively deemed accurate.
- 8.5. While an account is past due, User's access to their account may be disabled without notice. Past-due accounts are sent to a collections agent 60 days past the invoice date. User agrees to pay STAFFING COMPANY'S reasonable reinstatement fee of \$50.00 following a suspension of service for non-payment, and to pay STAFFING COMPANY'S reasonable costs of collection of overdue amounts, including collection agency fees, attorney fees and court costs
- 8.6. Being the authorized cardholder or the User, by signing below or by continued use of this Site, I understand and agree to the terms set forth in this Agreement, agree to pay, and specifically authorize to charge my credit card for the services provided. I further agree that in the event my credit card becomes invalid, I will provide a new valid credit card upon request, to be charged for the payment of any outstanding balances owed. I furthermore confirm that I have received all services and goods to satisfactory conditions.

9. FEE INCREASE

- 9.1. STAFFING COMPANY may increase its fees for Services by giving notice to User of the new fees at least sixty (60) days in advance, and if User does not give a notice of cancellation as provided in Section 19 below, the User shall be deemed to have accepted the new fee structure.

10. GUARANTEES, DISCLAIMERS OF WARRANTIES, AND LIMITATION OF LIABILITY

- 10.1. Should the User, or anyone not affiliated with STAFFING COMPANY LLC, make any changes to the Site or to the server on which the Site resides, or upload any files to the server where the Site resides, STAFFING COMPANY disclaims all responsibility for any problems with the appearance and functionality of the Site, including typos, code errors, etc. Time spent addressing these and any other Site issues will be billed at our current hourly rate.
- 10.2. The User is responsible for notifying STAFFING COMPANY via email if the User makes any change to the Site code. If the User changes Site code without informing us, we may overwrite or correct those changes, intentionally or inadvertently, and this may cause extra expense to the User.
- 10.3. **THE STAFFING COMPANY SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE STAFFING COMPANY SERVICES ARE PROVIDED BY STAFFING COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. STAFFING COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OR SUITABILITY OF THE STAFFING COMPANY SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE STAFFING COMPANY SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE STAFFING COMPANY SERVICES IS AT YOUR SOLE RISK.**
- 10.4. **TO THE FULL EXTENT PERMISSIBLE BY LAW, STAFFING COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STAFFING COMPANY DOES NOT WARRANT THAT THE STAFFING COMPANY SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE STAFFING COMPANY SERVICES, STAFFING COMPANY'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM STAFFING COMPANY ARE**

FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, STAFFING COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY STAFFING COMPANY SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY STAFFING COMPANY SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

11. SITE OWNERSHIP

- 11.1. STAFFING COMPANY may utilize code, images, videos or other products previously created or obtained by STAFFING COMPANY. Any such products are, and shall remain, the exclusive property of STAFFING COMPANY or their owner, although the User shall have license to display and utilize such items solely on the Site we create for them. STAFFING COMPANY LLC retains full ownership of the Services and products that it owns, and the exclusive right to copy, implement, distribute, modify, and sell them.
- 11.2. User guarantees that STAFFING COMPANY has full ownership or right to use any text, images, etc. that the User provides for the Site. We are not responsible for any liability arising from the use of copyrighted or trademarked items provided by the User.
- 11.3. STAFFING COMPANY reserves the right to display the User's name on the Site.

12. FRAUD

- 12.1. If STAFFING COMPANY determines, in its sole discretion, that the User's account in the Site has been used in a manner which STAFFING COMPANY considers to be fraudulent or which might bring the reputation or standing of STAFFING COMPANY into disrepute either with the general public or with the Users or potential Users of STAFFING COMPANY, or otherwise that the User has engaged in activities which might be considered fraudulent, STAFFING COMPANY may but will not be obligated to (a) suspend or terminate the User's membership or contract for use of the Site, without notice and (b) release to any third party, information relating to the identity and location of the User if required to do so in order to enforce these terms and conditions.

13. DMCA COPYRIGHT INFRINGEMENT TAKEDOWN NOTICE

- 13.1. STAFFING COMPANY will respond to legitimate requests under the Digital Millennium Copyright Act ("DMCA"), and it retains the right to remove user content on STAFFING COMPANY that it deems to be infringing on the copyright of others. If you become aware of user content on STAFFING COMPANY that infringes User's copyright rights, you may submit a properly formatted DMCA request (see 17 U.S.C. § 512) to STAFFING COMPANY.
- 13.2. Misrepresentations of infringement can result in liability for monetary damages. User is hereby advised to consult an attorney before taking any action pursuant to the DMCA. Any DMCA request should be sent to this contact information:
- 13.3. Copyright Agent
 - 13.3.1. Taylor Law Offices, PLLC (the "Copyright Agent")
1112 W. Main St. Ste. 101
Boise, ID 83702
- 13.4. Please send the Copyright Agent above the following information:
 - 13.4.1. The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
 - 13.4.2. Identification of the copyrighted work claimed to have been infringed, or a representative list of such works;
 - 13.4.3. The URL or Internet location of the materials claimed to be infringing or to be the subject of infringing activity, or information reasonably sufficient to permit us to locate the material;
 - 13.4.4. Your name, address, telephone number and email address;
 - 13.4.5. A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent or the law; and
 - 13.4.6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.
- 13.5. If STAFFING COMPANY removes User's user content in response to a copyright or trademark notice, STAFFING COMPANY will notify User via STAFFING COMPANY'S email system and offer to provide User with a copy of the notice. If User believes that User's user content was wrongly removed due to a mistake or misidentification of the material, User can file a counter-notice with STAFFING COMPANY copyright agent that includes the required information under 17 U.S.C. § 512(g)(3).
- 13.6. Upon receiving a proper counter-notice, STAFFING COMPANY will forward it to the complaining party and tell them STAFFING COMPANY will restore User's content within ten (10) business days. If that party does not notify STAFFING COMPANY that they have filed an action to enjoin User's use of that content on STAFFING COMPANY Site before that period passes, STAFFING COMPANY will consider restoring User's user content to the Site.
- 13.7. It is STAFFING COMPANY'S policy to close the accounts of users it identifies as repeat infringers. STAFFING COMPANY applies this policy at its discretion and in appropriate circumstances, such as when a user has repeatedly been charged with infringing the copyrights or other intellectual property rights of others.

14. THIRD PARTY RELATIONSHIPS

- 14.1. STAFFING COMPANY does not guarantee User server accessibility with its hosted outgoing (SMTP) mail server; which could be denied access due to User's internet service provider, anti-virus software, or computer settings may block usage of this server. In such cases, STAFFING COMPANY suggests using the ISP's outgoing mail server.

14.2. STAFFING COMPANY'S hosting accounts include third-party software, such as webmail and message board programs. Such software is developed and supported by third parties independent of STAFFING COMPANY LLC, and makes no guarantees about the functionality or reliability of such software. STAFFING COMPANY does not provide tech support for such software.

15. COVENANTS, REPRESENTATIONS AND WARRANTIES

15.1. User represents and warrants that:

15.1.1. It is at least 18 years of age and it has the authority and capacity to enter into and to be bound by this Agreement;

15.1.2. none of the User's information contains false or deceptive material; and

15.1.3. it is not now a party to any agreement or business relationship which may conflict with this Agreement.

15.2. User covenants and agrees that:

15.2.1. it will, at all times, comply with all laws applicable in the jurisdiction where the User is situated or where the User directly or indirectly conducts its business;

15.2.2. it will not enter into any agreement or business relationship or otherwise incur any obligation which might, in the opinion of STAFFING COMPANY, conflict with this Agreement;

15.2.3. it will, at all times, comply with the terms of this Agreement, and the STAFFING COMPANY Policies, as updated, amended and replaced by STAFFING COMPANY, from time-to-time, in its sole discretion;

15.2.4. it will not, without the express written consent of STAFFING COMPANY, use or permit any person for whom it is in law responsible to use any third-party trade-names or trade-marks;

15.2.5. it will at all times comply with the terms and conditions of any agreement in which the User elects to participate; and

15.2.6. it will, at all times and from time-to-time provide STAFFING COMPANY with written confirmation of a valid physical address, telephone number, electronic mail address and such other identifying or financial information as STAFFING COMPANY may reasonably require.

16. INDEMNIFICATION

16.1. User covenants and agrees to indemnify and save harmless STAFFING COMPANY and its respective members, directors, officers, employees, agents and affiliates (collectively, the "Indemnified Group") from and against any and all claims or judgments, including all associated legal fees, expenses and disbursements actually incurred, arising out of any breach of this Agreement or the exercise by the User of any right under this Agreement or any act or omission of the User, a person, entity or anyone for whom the User is in law responsible, including without limitation any damages, losses, special, consequential or otherwise, arising in any manner (including those arising from or incidental to any liability or other lawsuit, claim, demand or other action brought) as a consequence of any act or omission of the User or any person for whom the User is in law responsible, whether or not the Indemnified Group or any of them are named as a party defendant in any such proceedings and whether or not the Indemnified Group or any of them are alleged to be negligent or otherwise responsible for any damage or injury to persons or property. The obligation of the User to defend and indemnify as set out in this paragraph will survive any termination of this Agreement for any reason and will not be otherwise limited by any other term or condition of this or any Agreement.

16.2. User has the responsibility and obligation of immediately notifying STAFFING COMPANY of any potential lawsuit, actual lawsuit, violation of law, legality issues or any violation of code which would impact STAFFING COMPANY or another user of the Site in any way within five (5) business days, or the non-disclosing party shall assume any and liability and obligation for any and all damages, costs, attorney fees and any other such liability regardless of any liability on STAFFING COMPANY's part.

17. DISCLOSURE OF INFORMATION

17.1. STAFFING COMPANY may, from time-to-time, disclose to User certain information relating to STAFFING COMPANY'S business; business and marketing plans, strategies and methods which may not be standard industry practice or which are not generally known in the industry; or studies, charts, plans, tales or compilations of business and industrial information acquired or prepared by or on behalf of STAFFING COMPANY (all collectively referred to as the "Confidential Information"). User acknowledges that Confidential Information will be provided at the sole discretion of STAFFING COMPANY, and nothing in this Agreement obligates STAFFING COMPANY to disclose or grant to the User access to any Confidential Information.

17.2. Unless expressly authorized in writing by STAFFING COMPANY, User covenants and agrees:

17.2.1. User acknowledges that STAFFING COMPANY remains the sole and exclusive owner of all right, title and interest in and to the Confidential Information. User agrees that the Confidential Information will not be copied or otherwise reproduced without the express prior written consent of STAFFING COMPANY.

17.3. User acknowledges and agrees that:

17.3.1. the provisions of this Section and User's agreement with the same are of the essence and constitute a material inducement to STAFFING COMPANY to enter into this Agreement;

17.3.2. the provisions of this Section shall be construed independently of any other provision of this Agreement, and the existence of any claim or cause of action the User may have against STAFFING COMPANY, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by STAFFING COMPANY of the provisions of this Section;

17.3.3. that any breach of this Section would cause irreparable harm to STAFFING COMPANY for which damages might not be an adequate remedy, and User therefore agrees that in the event of any such breach STAFFING COMPANY will be entitled to seek,

in addition to any other right accruing to STAFFING COMPANY under this Agreement or otherwise in law or equity, injunctive relief against User without the necessity of proving actual damages; and

17.3.4. notwithstanding any other provision of this Agreement, this Section shall survive the termination of this Agreement, however caused.

17.3.5. User agrees to indemnify and hold harmless STAFFING COMPANY against any and all loss, costs or expenses, inclusive of court costs and legal/attorney fees, which STAFFING COMPANY may incur as the direct or indirect result of any unauthorized disclosure of the Confidential Information by User or any person for whom User is responsible, in law.

18. TERM

18.1. The service term of the Agreement shall begin on the date that User first accesses the Site (the "Service Commencement Date"). The Term automatically renews annually from the Service Commencement Date unless terminated in accordance with the following section.

19. TERMINATION

19.1. User agrees that STAFFING COMPANY may suspend services to User without notice and without liability if: (i) STAFFING COMPANY reasonably believes that its Services are being used in violation of the AUP; (ii) User fails to cooperate with any reasonable investigation of any suspected violation of the AUP; (iii) STAFFING COMPANY reasonably believes that the suspension of service is necessary to protect its network or its other Users, or (iv) as requested by a law enforcement or regulatory agency.

19.1.1. User shall pay STAFFING COMPANY'S reasonable reinstatement fee of \$50.00 if service is reinstated following a suspension of service under this subsection.

19.2. User may engage in recurring monthly services through monthly customer subscription agreements. The terms and conditions of such subscriptions, other than the termination notice terms in Section 19.3 below, shall be contained in a writing separate from this Agreement.

19.3. User must provide cancellation notice at least thirty (30) days prior to the automatic yearly renewal date, or within thirty (30) days prior to the expiration of any monthly subscription if User has enrolled in any monthly subscription service offered by STAFFING COMPANY. Upon such termination for monthly subscriptions, User will be charged for the last applicable monthly cycle in which the termination is not yet effective.

19.4. The Agreement may be terminated by STAFFING COMPANY prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability as follows:

19.4.1. Upon ten (10) days-notice if User is overdue on the payment of any amount due under the Agreement;

19.4.2. User materially violates any other provision of the Agreement, including the AUP, and fails to cure the violation within fourteen (14) days of a written notice from STAFFING COMPANY describing the violation in reasonable detail;

19.4.3. Upon one (1) days-notice if User's Service is used in violation of a material term of the AUP more than once, or

19.4.4. Upon one (1) days-notice if User violates Section 5 (User Information) of this Agreement.

20. GENERAL

20.1. The Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Idaho, excluding its conflict of law rules. The User agrees to the exclusive jurisdiction of the 4th Judicial District Court of Idaho, County of Ada, with respect to any dispute arising as a direct or indirect consequence of this Agreement.

20.2. From time-to-time, STAFFING COMPANY may amend, supplement or replace this Agreement or the STAFFING COMPANY Policies in part or in whole, with no notice to the User. If the User has not terminated this Agreement, the User will be deemed to have consented to the same by continued use of the Site and/or Services.

20.3. Any notice or other communication ("Notice") permitted or required by this Agreement by STAFFING COMPANY will be in writing and given by personal delivery or transmitted by facsimile or electronic mail to the receiving party at the address on file for the User or the physical or electronic mail of the upper management of STAFFING COMPANY. Any such Notice will be deemed to have been received on the date on which it was transmitted by facsimile or delivered or received by physical mail.

20.4. No term or condition of this Agreement will be deemed waived and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the non-breaching party.

20.5. In the event that any term, covenant, provision or condition of this Agreement is declared indefinite, invalid, illegal or unenforceable by a court having jurisdiction, then this Agreement with respect to the remaining terms, covenants, provisions, or conditions will continue in force and effect and the indefinite, invalid, illegal or unenforceable term shall be rewritten as closely as possible while still being enforceable, if possible, if not, then it shall be struck.

20.6. This Agreement will inure to the benefit of and be binding upon the respective successors, heirs and assigns of STAFFING COMPANY and the User.

20.7. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement, supersedes any previous or contemporaneous representations, negotiations, understandings, and agreements, oral or written. It serves as an amendment to any other written, and only written, agreement between the parties.

If you have questions about these Terms and Conditions or the practices of this site, please contact:

STAFFING COMPANY at (***) ***.***
or via email at: admin@dentalstaffingofidaho.com

In accordance with the Electronic Signatures in Global and International Commerce Act of 2000, electronic contracts and signatures are as valid as paper contracts in all states, regardless of where the parties live or where the contract is executed. Your electronic signature on this registration form is legally valid and binding.

STAFFING COMPANY RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME. ALL CHANGES WILL BE POSTED TO THIS PAGE.

THANK YOU AND WELCOME TO DENTAL STAFFING OF IDAHO

I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT, AND AGREE TO THE ABOVE TERMS AND CONDITIONS.

User Signature: _____

Individually, and as an Agent of User.