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DentalTNT™/MedTNT™ Services & Products

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It is your responsibility to review these Terms of Use periodically. If, at any time, you find these Terms of Use unacceptable or if you do not agree to these Terms of Use, please do not use this Site or any Applications. We may revise these Terms of Use at any time without notice to you. If you have any questions about these Terms of Use or to unsubscribe, please contact care@dentaltnt.com.

DentalTNT™/MedTNT™ and dentaltnt.com provide compliance with the U. S. Food & Drug Administration for tracking medical devices pursuant to federal code of regulation 21 CFR 821 (see at www.fda.gov) while complying with HIPAA through an automated SaaS (Software-as-a-Service) software to individuals and clinics (organizations). The Site includes general information on commonly encountered track and trace for medical device products. DentalTNT™/MedTNT™

products are not substitutes for the direct and timely tracking and tracing of the medical devices in the clinical situation regarding patient care. Your own clinic's procedure and process will always take precedence to DentalTNT™/MedTNT™ and shall be primarily liable for regulation compliance.

This Site, information and Applications are not intended to create any doctor-patient relationship, and doctor-patient relationship between you and another person and DentalTNT™/MedTNT™.

Privacy policy:

DentalTNT™/MedTNT™ respects patient privacy and permits you to control the treatment of patient personal information. A complete statement of DentalTNT™/MedTNT™'s current Privacy Policy and HIPAA Policy can be found on our website at dentaltnt.com.

Ownership:

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Customer Account, Password, and Security:

You will either create or be assigned an account (including a user name and password) during the registration process. You are responsible for maintaining the confidentiality of the password and are responsible for all activities that occur under your account, pursuant to HIPPA and HITECH compliance regulations. You shall execute a Mutual Business Associate Agreement Confidentiality And Security Of Protected Health Information document, as described herein below. You agree to (a) provide accurate, current, and complete information about you when registering your account and update that information as necessary, (b) maintain the security of your password and identification; (c) immediately notify care@dentaltn.com of any unauthorized use of your password or account, or any other breach of security, and (d) ensure that you log out from your account at the end of each session. BahBam Software will not be liable for any loss or damage arising from your failure to comply with this section.

Payment and Refunds:

If you purchase a paid subscription to DentalTNT™/MedTNT™, you will be required to provide a valid credit card, which will only be stored by our secure third-party payment gateway and used for automated monthly billing.

DentalTNT™/MedTNT™ is a PAY-AS-YOU-GO SERVICE (“Service”) and is billed monthly to your Visa, American Express, or MasterCard. Pricing of Products and Services are subject to change without notice.

1. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service.
2. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
3. For any Service price increases, your credit card that you provided will automatically be charged the new rate on your next monthly billing cycle, unless the Service is canceled or terminated as provided herein.

Cancellation and Termination:

You are solely responsible for properly canceling your account. Send an email request to care@dentaltn.com, or if available you may cancel via your customer profile. All of your electronic files will be immediately deleted from the Service upon cancellation. This information cannot be recovered once your account is canceled.

1. If you cancel the Service before the end of your current paid up month, your cancelation will take effect at the end of said month.
2. BahBam Software in its sole discretion has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account.

Links to Business Associates, Use of PHI, & the Mutual Business Associate Agreement Confidentiality and Security of Protected Health Information Document:

This Site and Applications may contain links to websites controlled by parties other than BahBam Software or by Affiliates of BahBam Software (each a “Business Associate”). BahBam Software may work with a number of partners and affiliates whose sites are linked with our Products and Services. DentalTNT™/MedTNT™ may also provide links to other resources with whom it is not affiliated. BahBam Software or DentalTNT™/MedTNT™ is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services, quality, or use of any Business Associate, any website accessed from a Business Associate site or any changes or updates to such sites. You acknowledge that you bear all risks associated with access to and use of content provided on a Business Associate site and agree that BahBam Software is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Business Associate if you have any concerns regarding such links or the content located on any such Business Associate site. If you plan on or contemplate possibly the sending of or the receiving of Protected Health Information (“PHI”), as defined pursuant to HIPAA or HITECH, you must then, prior to the use of any Applications described herein, download, read, consent, execute (electronic signature accepted), and return to BahBam Software the Mutual Business Associate Agreement Confidentiality And Security Of Protected Health Information document, that can be found in Company Profile under Company Settings, which is available to all Company Administrator Users.

Use of DentalTNT™/MedTNT™:

On our Site, through our SaaS Applications, which may be through certain Affiliates or third-party Business Associates, we may offer other “products or services.” If you buy a service from one of our Business Associates, you will be directed to that entity’s website and its terms of use will control. If you buy or use a service from our Site or Applications, the terms and conditions of these Terms of Use control. You understand that your purchase, download, and/or use of a Service or Product of ours does not create a liability to us of any acts or omissions to act by you.

Dispute Resolution by Binding Arbitration:

Please read this carefully as it affects your legal rights. Most customer concerns can be resolved quickly and to the customer’s satisfaction by contacting our Customer Care Center at care@dentaltn.com. In the unlikely event that the DentalTNT™/MedTNT™ Customer Care Center is unable to resolve your complaint to your satisfaction (or if DentalTNT™/MedTNT™ has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration rather than in a court of competent jurisdiction. Any arbitration under these Terms of Use will take place on an individual basis; class arbitrations and class actions are not permitted. We advise that you elect to speak with legal counsel before using this Site or completing any purchase.

Arbitration Agreement:

1. BahBam Software and you agree to arbitrate all disputes and claims between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:
 - claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
 - claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising and intellectual property);
 - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - claims that may arise after the termination of these Terms.

You agree that, by entering into these Terms of Use, you and BahBam Software are each waiving the right to a trial by jury or to participate in a class action. These Terms of Use evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms of Use.

2. A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute (“Notice”) to the other party in accordance with the rules of the American Arbitration Association in Minneapolis, MN (where arbitration that is agreed upon will occur). A Notice to BahBam Software should be addressed to BahBam Software, 109 Bushaway Road, Wayzata, MN 55391 (the “Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought (“Demand”). If BahBam Software, LLC and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or BahBam Software may commence an arbitration proceeding.
3. The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. If this specific proviso is found to be unenforceable, it is severable from the rest of the arbitration agreement.

Additional Terms:

Some DentalTNT™/MedTNT™ Services may be subject to additional posted guidelines, rules, or terms of service (“Additional Terms”), and your use of such Services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms of Use and the Additional Terms, the Additional Terms will control for that Service, unless the Additional Terms expressly state that these Terms of Use will control.

Rights and Responsibilities of DentalTNT™/MedTNT™ and its Product Family:

Although we cannot make an absolute guarantee of system security, DentalTNT™/MedTNT™ takes reasonable steps as outlined in HIPAA/HITECH regulations to maintain security. If you have reason to believe system security has been breached, contact us by email at care@dentaltn.com.

If DentalTNT™/MedTNT™'s technical staff finds that files or processes belonging to a member pose a threat to the proper technical operation of the system or to the security of other members, DentalTNT™/MedTNT™ reserves the right to delete those files or to stop those processes. If the DentalTNT™/MedTNT™ technical staff suspects a user name is being used by someone who is not authorized by the proper user, DentalTNT™/MedTNT™ may temporarily disable that user's access in order to preserve system security. In all such cases, DentalTNT™/MedTNT™ will contact the member as soon as feasible. DentalTNT™/MedTNT™ reserves the right to refuse service to anyone and to cancel user access at any time for any reason or for no reason.

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You are legally and ethically responsible for any User Content – writings, files, pictures, or any other work – that you transmit using any DentalTNT™/MedTNT™ service that allows interaction or dissemination of information. In transmitting User Content, you agree that you will not submit any content:

1. that is known by you to be false, inaccurate or misleading;
2. that infringes anyone's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
3. that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising);
4. that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing, or advocates or encourages illegal conduct harmful to any individual, partnership, or corporation;
5. that contains any computer virus, worms, or other potentially damaging computer programs or files; and
6. that otherwise violates these Terms of Use.

NO WARRANTY:

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Children:

No persons under the age of 21 are eligible to use the Site or Applications, and we ask that they do not submit any personal information to us.

Governing Law; Venue:

By using this Site or any Applications, you expressly agree that your rights and obligations shall be governed by and interpreted in accordance with the laws of the State of Minnesota, excluding its choice of law rules, and except and to the extent that the Health Insurance Portability and Accountability Act Privacy Rule applies to any health-related information you provide to BahBam Software (in which case such HIPAA Privacy Rule governs), the privacy laws of the State of Minnesota will govern. Any legal action or proceeding relating to your access to or use of the Site,

an Application, or Services is governed by the Arbitration Agreement contained in these Terms of Use.

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If you have any questions or concerns regarding this notice please contact:

BAHBAM SOFTWARE, LLC, Attn: Security Officer, 109 Bushaway Road, Suite 300, Wayzata MN 55391; or email at care@dentaltnt.com.

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