StreamDent® End user Service Agreement

This End User Service Agreement (EUSA) is between The Streamlined Practice, LLC, a Kentucky Limited Liability Company having its principal place of business at 303 South Main Cross, Flemingsburg, KY ("The Streamlined Practice"), and the person subscribing to the Services described below (the "Client").

LIMITED SERVICE SUBSCRIPTION

Subject to the terms and conditions set forth herein, The Streamlined Practice grants to Client a non-exclusive, non-assignable and non-transferable subscription during the term of the Agreement to access, use, and display the Site.

LINKING TO THE SITE

The Streamlined Practice allows hypertext links ONLY from intra-office Client browsers to StreamDent.net, subject to the conditions discussed immediately below, except as otherwise agreed to by The Streamlined Practice in writing.

All links, shortcuts, and bookmarks must be to the client’s account as assigned during the setup process.

Except as expressly set forth herein, nothing in this Agreement shall grant to anyone any rights in the link name, the site, or any other intellectual property of The Streamlined Practice, StreamDent®, StreamDent.net, StreamDent.com, or any of our affiliates.

Links, shortcuts, and bookmarks are to be used by the private dental office/clinic team/staff and are not to be displayed for the public/patients.
Links shall not be displayed or used in any manner that creates the false appearance that any entity or its activities, products, or services are associated with, sponsored by, or endorsed by The Streamlined Practice.

The Streamlined Practice reserves the right to revoke this consent to any Client at any time in its sole discretion.

USE OF CLINICAL JUDGMENT

The content provided is intended to serve as a guide and is not intended as a complete reference source. Standards and practices in dentistry change as new data become available, and you should consult a variety of sources and not rely solely on the content provided in making treatment decisions. The user must exercise their own discretion, experience and personal judgment in diagnosis and treatment, including and without limitation, determining the correctness of the procedures outlined in the enclosed content.

CLIENT’S OTHER RESPONSIBILITIES

Client agrees to use the Services solely for his/her/their own internal business use.

Client acknowledges that the authority to use the Services granted herein, is not a transfer of title in the Services or the materials displayed therein (the "Materials"). The Streamlined Practice owns all intellectual property rights in the Services or has obtained a license from third parties for the use of such intellectual property. Client agrees that except as otherwise provided herein, no part of the Services, including but not limited to the text, graphics and html code, may be reproduced or transmitted in any form or by any means without The Streamlined Practice’s written consent. Client agrees not to translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the Site's source code from the object code. Client agrees not to remove, obscure, or alter any patent, copyright, trademark, service mark or other intellectual property right notice displayed on the Site or any accompanying materials, such as spreadsheets, documents, or databases. Except as expressly provided herein, The Streamlined Practice does not grant any express or implied right to Client under any patent, service mark, trademark, copyright, or trade secret information. Client agrees not to use the Site, or the Materials displayed therein in a manner that infringes upon or violates any intellectual property right of The Streamlined Practice or any third party.

Client acknowledges that any User Name and Password assigned by The Streamlined Practice for the purpose of granting access to the Services are to be kept confidential and must not be disclosed to any third party or used for any purpose not expressly authorized herein, including but not limited to assisting any third party to access the Site. Client agrees not to permit or assist any person or entity to use or gain access to the Services and to provide reasonable security measures to protect against unauthorized use of or access to the Services. Client agrees to release and hold harmless The Streamlined Practice, subsidiaries and affiliates from and against any suit, claim, liability, loss or damage, including but not limited to the loss of Client data and any proprietary information, arising out of Client’s failure to keep any assigned User Name and Password confidential, or Client’s use of the User Name and Password for any unauthorized purpose.

Client agrees not to use the Services, or the Materials in a manner that: (a) constitutes defamation, libel, invasion of privacy, or violation of any right of publicity or other right of any third party; (b) is threatening, harassing, obscene or malicious; or (c) violates any applicable international, federal, state or local law, rule, legislation, regulation or ordinance. Client agrees to take the same precautions to ensure that any Materials that it sends to the site are free from viruses, worms, trojan horses and other malicious code as Client takes to protect its own computer systems, or such precautions as would be considered commercially reasonable, whichever will provide the greater protection.

Client agrees to be responsible for providing at its own expense the necessary Internet connection utilizing the latest versions of either Firefox (preferred), Internet Explorer, or Safari, and acknowledges that successful implementation and use of the Services depends upon Client’s provision thereof.

Client acknowledges that some Services may require Microsoft Office®, OpenOffice, or other software in order to run and assumes all responsibility and expenses thereof.

Client acknowledges that this Site may contain links to other Internet sites that are not owned or operated by The Streamlined Practice and that should Client use such links it will leave this Site. Client agrees that it visits linked sites at its own risk and that it is Client’s responsibility to take all protective measures to guard against viruses or other destructive elements. Client acknowledges and agrees that such links do not constitute The Streamlined Practice’s endorsement, sponsorship or recommendation of any linked site, or the contents, service, or products offered through such site and that The Streamlined Practice does not control the security, data collection and data use practices of the linked sites and is not responsible for such practices.

Client acknowledges that some Materials displayed on the Site may be provided by third parties not related to or affiliated with The Streamlined Practice and Client agrees that use of such Materials shall not be construed as an endorsement by The Streamlined Practice of the third party, or of the views presented therein.

Client acknowledges and agrees that the Services do not provide legal, tax, financial, or accounting advice. Client should consult with qualified counsel or other professional advisors familiar with Client’s particular factual situation for advice concerning specific legal, tax, financial, or other matters before making any decision.

Client acknowledges and agrees that The Streamlined Practice reserves the right, but not the obligation, to modify the Site and to delete any Materials from the Site that it deems objectionable. Client acknowledges and agrees that use of the Services other than as expressly permitted herein is prohibited.

OTHER AGREEMENTS

The performance of the Services under this Agreement will not affect or implicate in any way, the parties' rights and obligations under any other agreement between the parties.
This Agreement shall incorporate by reference the Privacy Policy and Legal Notice posted on the Site.

DISCLAIMER

THE MATERIALS PROVIDED IN CONNECTION WITH THE SERVICES MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. THE STREAMLINED PRACTICE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SERVICE. CLIENT ACKNOWLEDGES AND AGREES THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION IS AT ITS SOLE RISK. THE STREAMLINED PRACTICE RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SERVICES.

KNOWLEDGE AND BEST PRACTICES IN THE FIELD OF DENTISTRY AND SEDATION ARE CONSTANTLY CHANGING. USERS ARE ADVISED TO CHECK THE MOST CURRENT INFORMATION AVAILABLE FOR PROCEDURES AND PRODUCTS FROM MANUFACTURERS TO VERIFY THE RECOMMENDED DOSES AND FORMULAS. IT IS THE RESPONSIBILITY OF THE PRACTITIONER, RELYING ON THEIR OWN EXPERIENCE PLUS THEIR KNOWLEDGE OF THE PATIENT’S CONDITION, TO MAKE PROPER DIAGNOSES, DETERMINE DOSAGES AND BEST TREATMENT FOR EACH INDIVIDUAL PATIENT AND TO TAKE ALL APPROPRIATE SAFETY PRECAUTIONS. THE PROCEDURES RECOMMENDED IN THE STREAMLINED PRACTICE AND STREAMDENT SOFTWARE ARE NOT INTENDED TO SET FORTH MEDICAL ADVICE AND NOTHING CONTAINED IN THE PROGRAM SHOULD BE CONSTRUED AS MEDICAL ADVICE OR RELIED UPON AS SUCH.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE STREAMLINED PRACTICE, OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON THE CLIENT’S INFORMATION HANDLING SYSTEM) THAT ARISE OUT OF OR RELATE TO THE USE OF, OR THE INABILITY TO USE, THE CONTENT, MATERIALS AND FUNCTIONS OF THE SERVICE OR ANY LINKED WEB SITE, EVEN IF THE STREAMLINED PRACTICE IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

Each party agrees to defend, indemnify and hold harmless the other party, its parent, affiliates, subsidiaries and its directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or related to: (a) any material displayed on the Site or otherwise provided by the indemnifying party that infringes any copyright, trademark, service mark, trade secret, patent or other intellectual property right of any person or entity or defames any person or violates their rights of publicity or privacy or any other right; and (b) any breach by the indemnifying party of the terms and conditions of this Agreement.

TERM AND TERMINATION

This Agreement shall be effective as of the date set forth below and shall continue in effect until terminated by either party by giving (30) days written notice. Upon termination of the Agreement, Client and all Users shall cease all use of the Services.

Notwithstanding the paragraph immediately above, The Streamlined Practice may terminate this Agreement and the Services without giving (30) days' notice in the event of any unauthorized use, or misuse of the Services by the Client.

INTERNATIONAL USERS

The Site is controlled, operated and administered by The Streamlined Practice from its offices within the United States of America. The Streamlined Practice makes no representation that Materials on this Site are appropriate or available for use outside of the United States. Client may not use the Site or export the Materials in violation of U.S. export laws and regulations. If Client or User accesses this Site from locations outside of the U.S., Client is responsible for compliance with all local laws.

CHOICE OF LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF KENTUCKY, WITHOUT REGARD FOR CONFLICT OF LAW PRINCIPLES, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.

MISCELLANEOUS

For contract formation and for all other purposes under applicable law, an electronic version of this Agreement and any electronic documents, including email, used in connection with the Services (the "Documents") shall be deemed (a) "written" and a "writing"; (b) "signed"; and (c) an "original business record" when printed from electronic files or records established and maintained in the normal course of business. The parties hereby expressly waive any right to object to the validity or enforceability of the Documents on the ground that a "statute of frauds" or any other law requires that the Documents be in writing or signed by the bound party. If introduced as evidence in any proceeding, the Documents shall be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary (paper) form, and neither party shall contest the admissibility of copies of the Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Documents were not originated or maintained in documentary (paper) form.

This Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. Should any provision of the Agreement be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected.