

Terms of Use

Last Revised: August 2020

PLEASE READ THESE TERMS OF USE OF PAYDENT CORPORATION, A DELAWARE CORPORATION (“PAYDENT CORPORATION”) CAREFULLY. ACCESSING OR USING PAYDENT’S MOBILE APPLICATION (“APP”), CONSTITUTES ACCEPTANCE OF THESE TERMS OF USE (“TERMS”), AS SUCH MAY BE REVISED BY PAYDENT CORPORATION FROM TIME TO TIME, AND IS A BINDING AGREEMENT BETWEEN YOU, THE USER (“USER”) AND PAYDENT CORPORATION GOVERNING THE USE OF THE APP AND SITES (AS HEREINAFTER DEFINED). IF USER DOES NOT AGREE TO THESE TERMS, USER SHOULD NOT ACCESS OR USE THIS APP OR SITE. THESE TERMS CONTAIN DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT PAYDENT CORPORATION’S LIABILITY TO USER.

These Terms apply to User’s access to, and use of, all or part of any website or mobile application of PayDent Corporation or its subsidiaries and affiliated companies (collectively, “PayDent”), including www.paydent.com and any other site, App or online service where these Terms are posted (collectively, the “Sites”). These Terms do not alter in any way the terms or conditions of any other agreement User may have with PayDent for products, services or otherwise.

In the event there is any conflict or inconsistency between these Terms and any other terms of use that appear on the Sites, these Terms will govern. However, if User navigates away from the Sites to a third-party site, User may be subject to alternative terms and conditions of use, as may be specified on such third-party site, which will govern User’s use of that third-party site.

These terms include an Arbitration provision that governs any disputes between User and PayDent. Unless User opts out, as described below, this provision will:

Eliminate User’s right to a trial by jury; and

Substantially affect User’s rights, including preventing User from bringing, joining or participating in class or consolidated proceedings.

User agrees that PayDent may provide notices, disclosures and amendments to these Terms by electronic means, including by changing these Terms by posting revisions on the Sites.

PayDent Accounts and Payments for Dental Services

PayDent provides each User with a PayDent account (“Account”) to which Users may contribute and store funds to pay dental providers (“Providers” and each a “Provider”) for dental services (“Dental Services”). User agrees that any funds contributed to and stored in User’s Account may only be used for the purpose of providing payment for Dental Services to Providers and for no other reason. User agrees to make an initial minimum contribution of \$20.00 to User’s Account (“Initial Deposit”). The date on which the Initial Deposit is made shall be known as the “Initial Deposit Date.”

Monthly Account Contributions.

After the Initial Deposit, User agrees to make a contribution to the Account at least one time per calendar month (“Monthly Deposit”). User may select the amount User desires to contribute to User’s account as the Monthly Deposit amount from the preset contribution amounts set forth in the PayDent App or Site. These preset options currently include \$0, \$20, \$40, \$60, \$80, \$100, \$150, \$200, \$250 and \$500 (the “Preset Contribution Amounts”), and are subject to modification from time to time by PayDent. User shall have the option of temporarily pausing User’s Monthly Deposit by setting User’s Monthly Deposit to be \$0 via the App or Site. User’s Monthly Deposits will not resume until User changes the Monthly Deposit to an amount greater

than \$0. Notwithstanding the foregoing, if User fails to make a Monthly Deposit of more than \$0 for a period of twelve (12) consecutive months, PayDent shall have the right, but not the obligation, without notice, to cancel User's account and remit the Account Funds (as hereinafter defined) less the Administrative Fee (as hereinafter defined) to User within sixty (60) days of such cancellation.

Additional Account Contributions.

In addition to the Monthly Deposit, User may make additional contributions ("Additional Deposit") to User's Account from time to time by selecting the desired Present Contribution Amounts via the App or Site and following the payment instructions provided therein. There is no limit on the number of Additional Deposits User may make.

Methods of Account Funding.

User shall provide Stripe Payments Company, a Delaware corporation, or such other third-party payment processor as PayDent may engage from time to time (the "Payment Processor") with User's name, address, contact information and any and all other information requested by PayDent required for the Payment Processor to verify, approve and use User's chosen method of payment for the Monthly Deposit, or any Additional Deposits, into the Account ("Payment Information"). Acceptable User methods of payment ("Payment Method") include: (i) credit cards, debit cards or other bank cards; (ii) automatic ACH debit; (iii) direct debit from an account owned by User at a financial institution. By providing the Payment Processor with User's Payment Information and Payment Method, User authorizes PayDent, via the Payment Processor, to charge, deduct or debit, as applicable, User's Payment Method in an amount equal to User's desired Monthly Deposit amount. PayDent, via the Payment Processor, shall charge, deduct or debit, as applicable, User's selected Payment Method for the Monthly Deposit on or before the same day of each successive calendar month as the Initial Deposit Date. No Payment Information provided by User shall be stored by PayDent, but instead shall be stored by the Payment Processor and User and User's Payment Information shall be subject to, and governed by, the Payment Processor's applicable terms and conditions of use.

Administrative Fee

User agrees and acknowledges that upon depositing funds into User's Account ("Account Funds"), User's Account shall be charged a five percent (5%) non-refundable of the Account Funds as an administrative fee ("Administrative Fee") which shall be retained by PayDent. The Administrative Fee shall be subtracted from User's Account Funds upon deposit with PayDent.

In-Network Pricing for Dental Services.

PayDent's App or Site shall provide User with a list of Providers that have agreed to charge those fees as set forth in PayDent's pricing schedule ("Pricing Schedule") for its Dental Services ("In-Network Providers"). A copy of the current version of the Pricing Schedule can be found here : www.paydent.com or on the PayDent App and Site. If User receives Dental Services from an In-Network Provider, such In-Network Provider shall not charge more than the fee listed on the Pricing Schedule for any such Dental Services provided to User. User agrees and acknowledges that the Pricing Schedule for In-Network Provider Dental Services incorporates the Administrative Fee, and that the amount remitted to the In-Network Provider shall be net of the Administrative Fee.

Out-of-Network Pricing for Dental Services.

If User desires to use a Provider that has not agreed to the Pricing Schedule (“Out-of-Network Provider”), then the price charged to User for the Dental Services provided by such Out-of-Network provided shall be determined solely between User and the Out-of-Network Provider. PayDent shall not be responsible, or in any way liable, for any pricing disputes between User and an Out-of-Network Provider. User agrees to address such disputes directly with such Out-of-Network Provider. User may request a withdrawal of Account Funds from PayDent to pay for Dental Services provided by an Out-of-Network Provider. User agrees and acknowledges that any such withdrawal shall be made, less the Administrative Fee, within fifteen (15) days of User’s request.

Payment Deficits

User agrees that User is responsible for the payment of the entire amount of the fees charged for Dental Services by an In-Network Provider or Out-of-Network Provider, as the case may be, at the time User receives such Dental Services. In the event the funds in User’s Account are insufficient to pay for the Dental Services provided to User, User shall be personally responsible for payment to Provider of any difference between the fees charged for the Dental Services and the funds in User’s Account. User agrees to indemnify, defend and hold PayDent harmless from and against any and all costs, expenses, including reasonable attorneys’ fees, damages or other liabilities incurred in connection with User’s failure to pay a Provider in full at the time Dental Services are provided to User.

Refunds and Rework

Any refunds to User for Dental Services provided to User or rework for Dental Services provided to User shall be negotiated directly between User and Provider. User acknowledges and agrees that, for the purpose of determining any refund for Dental Services provided hereunder, the fee amount for the Dental Services shall be the price listed on PayDent’s Pricing Schedule less the Administrative Fee.

Account Withdrawals

Up to the balance of the Account, User may request to withdraw any amount of funds from User’s Account (“Withdrawal Funds”) to be sent directly to User at any time via the App or the Site. Any Withdrawal Funds sent to User will be subject to the Administrative Fee that shall be withheld by PayDent. PayDent shall send User the Withdrawal Funds less the Administrative Fee within sixty (60) days from the date User requests such Withdrawal Funds via the App or Site.

PayDent’s Liability for Dental Services Performed

User hereby acknowledges and agrees that PayDent solely provides the Account and payment services on behalf of User to Providers for Dental Services. PayDent is in no way involved in the ownership, management or operation of any Provider. Any claims User may have against a Provider in connection with Dental Services provided, for malpractice or otherwise, shall only be brought against Provider and not PayDent.

Eligibility

The Sites are not targeted towards, nor intended for use by, anyone under the age of 18. A USER MUST BE AT LEAST AGE 18 TO ACCESS AND USE THE SITES. User represents and warrants that (a) User is not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (b) User is not listed on any U.S. government list of prohibited or restricted parties.

In order to participate in certain areas of PayDent’s Sites, User will need to register for an Account. User agrees to (a) create only one Account; (b) provide accurate, truthful, current and complete information when creating User’s Account; (c) maintain and promptly update User’s Account information; (d) maintain the security of User’s Account by not sharing User’s password with others and restricting access to User’s Account and User’s computer; (e) promptly notify PayDent if User discovers or otherwise suspects any security breaches relating to the Sites; and (f) take responsibility for all activities that occur under User’s account and accept all risks of unauthorized access.

In-Network Provider Rating System

Upon receiving Dental Services from an In-Network Provider, User shall have the opportunity to rate the quality of its experience with the In-Network Provider using PayDent's provider rating system (the "In-Network Provider Rating System"). The In-Network Provider Rating System shall consist of a User giving the In-Network Provider a rating ranging from 1 to 5, with 1 being the lowest rating and 5 being the highest rating (the "In-Network Provider Rating System"). Aside from a 1-5 rating, User shall not be permitted to submit any other information, including any comments explaining such ratings, to PayDent via the In-Network Provider Rating System. Once the In-Network Provider has received an aggregate of at least 3 ratings from Users, then the In-Network Provider's aggregate rating (the "In-Network Provider's Rating") shall be available to User when User is searching on the PayDent Site or App for an In-Network Provider from whom to receive Dental Services. Under the Patient Rating System, an In-Network Provider shall only have access to the In-Network Provider's Rating and In-Network Provider's name and address and shall not have access to any other information, including but not limited to, other Users to whom In-Network Provider has provided Dental Services.

Patient Rating System

Upon receiving Dental Services from an In-Network Provider, User acknowledges and agrees that such In-Network Provider shall have the opportunity to rate the quality of its experience with User using PayDent's patient rating system (the "Patient Rating System"). The Patient Rating System shall consist of an In-Network Provider giving the User a rating ranging from 1 to 5, with 1 being the lowest rating and 5 being the highest rating. Aside from a 1-5 rating, an In-Network Provider shall not be permitted to submit any other information, including any comments explaining such ratings, to PayDent via the Patient Rating System. Once the User has received an aggregate of at least 3 ratings from In-Network Providers, then User's aggregate rating (the "User's Rating") shall be available to In-Network Providers upon User's request to schedule Dental Services via the PayDent Site or APP with such In-Network Provider. The In-Network Provider shall have the option, within three (3) business days, to deny providing Dental Services to any User based on the User's Rating ("Rating Review Period"). An In-Network Provider shall be deemed to accept a User's request for Dental Services upon such In-Network Provider's failure to deny a User's request for Dental Services within the Rating Review Period. Under the Patient Rating System, an In-Network Provider shall only have access to the User's Rating and User's name and shall not have access to any other information, including but not limited to, procedures performed or other In-Network Providers from which User has received Dental Services.

Privacy

Please read the Privacy Policy carefully to understand how PayDent collects, uses and discloses personally identifiable information from its users. By accessing or using the Sites, User consents to all actions that PayDent takes with respect to User's data consistent with PayDent's Privacy Policy.

Email Communications

If a User signs up for a PayDent account on the Sites, the User is, by default, opted out of receiving promotional email communications from PayDent ("Email Communications"). The User may, at the time of sign up, opt in to receiving Email Communications from PayDent. Thereafter, the User may opt out of or opt in to receiving Email Communications at any time by adjusting the User's profile settings in the User's PayDent account via the App or Site.

Copyright, Trademarks, and User License

Unless otherwise indicated, the Sites and all content and other materials therein, including, without limitation, the PayDent logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Site Materials") are the property of PayDent or its licensors or users and are protected by U.S. and international copyright laws. Any and all of PayDent's trademarks, service marks, graphics, and logos used in connection with the Sites are trade names, trademarks or registered trademarks of PayDent (collectively "PayDent Marks"). Other trademarks, service marks, graphics and logos used in connection with the Sites are the trademarks or registered trademarks of their respective owners (collectively "Third Party Marks"). The PayDent Marks and Third-Party Marks may not be copied, imitated, or used, in whole or in part, without the prior written permission of PayDent or the applicable trademark holder. The Sites and the Content are protected by copyright, trademark, patent, trade secret, international treaties, state and federal laws, and other proprietary rights and also may have security components that protect digital information only as authorized by PayDent or the owner of the Content. All rights not expressly granted are reserved.

Subject to these Terms, PayDent grants the User a personal, non-exclusive, non-transferable, limited, and revocable license to use the Sites for personal use only in accordance with these Terms (“User License”). Any use of the Sites in any other manner, including, without limitation, resale, transfer, modification or distribution of the Sites or text, pictures, barcodes, video, data, hyperlinks, displays, and other content associated with the Sites (“Content”) is prohibited. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith. These Terms and User License also govern any updates to, or supplements or replacements for, the Sites, unless separate terms accompany such updates, supplements, or replacements, in which case the separate terms will apply.

Acceptable Use

User’s use of the Sites, any Content, and any information provided by the User including user names and passwords, addresses, e-mail addresses, phone number, financial information (such as credit card, debit card or other bank card numbers or account numbers at financial institutions) or employer name (“User Information”) transmitted in connection with the Sites is limited to the contemplated functionality of the Sites. In no event may the Sites be used in a manner that (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (b) is unlawful, fraudulent, or deceptive; (c) provides sensitive personal information unless specifically requested by PayDent, (d) includes spam or any unsolicited advertising; (e) uses technology or other means to access PayDent or Content that is not authorized by PayDent; (f) uses or launches any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” to access PayDent or Content; (g) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; (h) attempts to gain unauthorized access to PayDent’s computer network or user accounts; (i) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; (j) violates these Terms; (k) attempts to damage, disable, overburden, or impair PayDent’s servers or networks; (l) impersonates any person or entity or otherwise misrepresents User’s identity or affiliation with another person or entity; or (m) fails to comply with applicable third party terms (collectively “Acceptable Use”). PayDent reserves the right, in its sole discretion, to terminate any User License, terminate any User’s participation in the Sites, remove Content, or assert legal action with respect to Content or use of the Sites, that PayDent reasonably believes is or might be in violation of these Terms, or PayDent policies including the PayDent Terms and Conditions. PayDent’s failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

Indemnification

The User agrees to defend, indemnify, and hold harmless PayDent, its parent, subsidiary and other affiliated companies, independent contractors, service providers and consultants, and their respective employees, contractors, agents, officers, and directors (“PayDent Indemnitees”) from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including attorneys’ fees) (“Claims”) that arise from or relate to the User’s use or misuse of the Sites, violation of these Terms, violation of any rights of a third party, or User’s conduct in connection with the Sites. Notwithstanding the foregoing, this indemnification provision shall not apply to any Claims caused by a PayDent Indemnitee’s sole negligence. PayDent reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defenses.

Warranties; Disclaimers

PAYDENT IS PROVIDING THE SITES TO THE USER “AS IS” AND THE USER IS USING THE SITES AT USER’S OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, PAYDENT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE SITES ARE MERCHANTABLE, RELIABLE, AVAILABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT, FREE OF DEFECTS OR VIRUSES, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THE USE OF THE SITES BY THE USER IS IN COMPLIANCE WITH LAWS APPLICABLE TO THE USER, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE SITES WILL BE SUCCESSFULLY, ACCURATELY, OR SECURELY TRANSMITTED OR RECEIVED. THE MATERIALS AND INFORMATION ON THE SITES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

No Liability

SUBJECT TO APPLICABLE LAW, INCLUDING WITH RESPECT TO LIABILITY FOR PERSONAL INJURY OR NON-WAIVABLE STATUTORY RIGHTS UNDER ILLINOIS LAW, IN NO EVENT SHALL PAYDENT OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE SITES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITES (INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM PAYDENT), OR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO PAYDENT RECORDS, PROGRAMS OR SERVICES; AND (B) BE LIABLE TO THE USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, OR THE INABILITY TO USE THE SITES OR ANY OF THEIR FEATURES. THE USER'S SOLE REMEDY IS TO CEASE USE OF THE SITES; AND (C) USER AGREES TO FORFEIT ITS RIGHT TO BRING ANY CLAIMS AGAINST PAYDENT IF SUCH CLAIM IS NOT MADE WITHIN ONE (1) YEAR OF THE ACTIONS OR INACTIONS OF PAYDENT GIVING RISE TO SUCH CLAIM.

IF USER RESIDES IN A JURISDICTION OTHER THAN ILLINOIS, USER'S JURISDICTION MAY NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO USER.

Third Party Content, Sites, Products and Services (including Advertising and Promotions)

PayDent may provide third party content on the Sites (including embedded content) or links to third-party web pages, content, applications, products and services, including advertisements and promotions (collectively, "Third Party Content") as a service to those interested in this information. PayDent does not control, endorse or adopt any Third-Party Content, including that the inclusion of any link does not imply affiliation, endorsement or adoption by PayDent of any site or any information contained therein, and can make no guarantee as to its accuracy or completeness. User acknowledges and agree that PayDent is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review such Third-Party Content. User agrees to use such Third-Party Content contained therein at User's own risk. When User visits other sites via Third Party Content, or participate in promotions or business dealings with third parties, User should understand that PayDent's Terms and policies no longer govern, and that the terms and policies of those third-party sites will now apply. User should review the applicable terms and policies, including privacy and data gathering practices, of any site to which User navigates from PayDent's Sites. User must comply with any applicable third-party terms when using the Sites.

Modifications to the Sites

PayDent reserves the right to modify or discontinue, temporarily or permanently, the Sites or any features or portions thereof without prior notice. User agrees that PayDent will not be liable for any modification, suspension or discontinuance of the Sites or any part thereof.

Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT USER MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT, USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND DISCOVERY MAY BE MORE LIMITED. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THESE TERMS.

Binding Arbitration. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Terms, User's use of the Sites, and User's relationship with PayDent. Any

dispute or claim arising out of or relating to these Terms or use of the Sites and User's relationship with PayDent or any subsidiary, parent or affiliate company or companies (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration, except that either of us may take claims to small claims court if they qualify for hearing by such a court.

Opt-Out. Notwithstanding the above, User may choose to pursue User's claim in court and not by arbitration if User opts out of this arbitration provision within 30 days from the earliest of the date User downloaded, installed, accessed or used the Sites (the "Opt Out Deadline") after these Terms have gone into effect. User may opt out of these arbitration procedures by sending a written notice that User opts out to the following address: Grogan Hesse & Uditsky, P.C., 340 W. Butterfield Road, Suite 2A, Elmhurst, Illinois 60126. Any opt-out received after the Opt Out Deadline (allowing three (3) additional days for mailing) will not be valid and User must pursue User's claim in arbitration or small claims court.

Arbitration Procedures. For all disputes, whether pursued in court or arbitration, User must first send a written description of User's claim to PayDent's Customer Service department to allow us an opportunity to resolve the dispute. User and PayDent each agree to negotiate User's claim in good faith. User may request arbitration if User's claim or dispute cannot be resolved within 60 days.

The arbitration of any dispute or claim shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"), including the AAA's Consumer Arbitration Rules (as applicable), as modified by these Terms. The AAA Rules and information about arbitration and fees are available online at www.adr.org. User and PayDent agree that these Terms will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law, and not governed by state law. Any arbitration will be held in a reasonably convenient location in the state in which User resides or at another mutually agreed location. The arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy User's individual claim, and must follow and enforce these Terms as a court would. Any arbitration shall be confidential, and neither User nor PayDent may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

Costs of Arbitration. Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. The prevailing party in arbitration shall be entitled to a recovery of reasonable attorneys' fees and costs.

Class Action Waiver and Jury Waiver. USER AND PAYDENT EACH AGREE THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF A COURT OR ARBITRATOR DETERMINES IN AN ACTION BETWEEN USER AND PAYDENT THAT THIS CLASS ACTION WAIVER IS UNENFORCEABLE, THE ARBITRATION AGREEMENT WILL BE VOID AS TO USER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USER, AND ALL OTHER CUSTOMER, WAIVE THEIR RIGHT TO BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, THEN IN ADDITION TO THE CLASS WAIVERS OF USER SET FORTH ABOVE, USER AND PAYDENT EACH WAIVE ANY RIGHT TO A JURY TRIAL.

Governing Law and Jurisdiction

These Terms and use of the Sites are governed by the laws of the State of Illinois, United States of America, without regard to Illinois's conflict of laws rules. If the arbitration agreement is ever deemed unenforceable or void, the User irrevocably consents to the exclusive jurisdiction of the federal and state courts in Cook County, Illinois, United States of America, for purposes of any legal action arising out of or related to the use of the Sites or these Terms.

Termination

Notwithstanding any of these Terms, PayDent reserves the right, without notice and in its sole discretion, to terminate User's license to use the Sites and to block or prevent User's future access to and use of the Sites. PayDent's failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms. Upon such termination, PayDent shall refund User's Account balance to User within sixty (60) days.

Changes

PayDent reserves the right to change or modify these Terms or any other PayDent policies related to use of the Sites at any time and at its sole discretion by posting revisions on the Sites. Continued use of the Sites following such changes or modifications to the Terms or other PayDent policies will constitute acceptance of such changes or modifications.

Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Contact

Any questions, complaints, or claims regarding the Sites should be directed to:

Steve Valentor
444 Kingswood Court
Willowbrook, Illinois 60527
630-418-3309