

Terms of Service

For dental practices, dentists, providers, specialists, and authorized dental office staff

Effective Date	6/2/2026
Last Updated	6/2/2026
Website	https://ddsally.com
Legal Contact	legal@ddsally.com
Privacy Contact	privacy@ddsally.com

These Terms of Service ("Terms") govern access to and use of the DDSALLY website, platform, referral tools, secure messaging, file exchange, patient-delivery tools, and related services (collectively, the "Service") operated by DDSALLY LLC ("DDSALLY," "we," "us," or "our").

By accessing or using the Service, you agree to these Terms. If you use the Service on behalf of a dental practice, dental group, professional corporation, or other organization, you represent that you have authority to bind that organization. In that case, "you" and "Practice" refer to that organization, and "Users" refers to dentists, providers, administrators, and dental office staff authorized to use the Service.

1. The Service

DDSALLY provides a HIPAA-aware, web-based dental referral coordination and secure communication platform. The Service enables authorized dental practices, general dentists, dental specialists, and authorized dental office staff to send, receive, manage, and coordinate referrals, including secure exchange of clinical context, referral notes, images, DICOM files, PDFs, attachments, messages, workflow status information, and related materials.

DDSALLY may also allow a Practice or authorized provider to send secure messages, records, referral updates, instructions, or other patient-facing communications to a patient at the Practice's direction. The Service is not a patient portal and is not intended for direct use by patients or the general public.

2. One-Way Patient Messaging Limitation

DDSALLY is designed for Practice-to-Practice, provider-to-provider, office-to-office, and Practice-initiated provider-to-patient communication. Offices may send secure messages, records, referral updates, instructions, or other permitted information to patients through the Service when directed by an authorized Practice or provider.

Patients cannot use the Service to send messages, upload files, submit medical or dental information, provide histories, transmit images, request care, or otherwise communicate back to offices through DDSALLY unless DDSALLY separately enables that functionality in writing and implements appropriate privacy, security, consent, and workflow controls.

You must not instruct patients to reply to DDSALLY messages, upload PHI, submit clinical information, or use DDSALLY as a patient intake, patient messaging, emergency, or treatment-request system unless that feature has been expressly enabled by DDSALLY in writing.

3. Eligibility and Authorized Users

- You must be at least 18 years old.
- You must be a licensed dental professional, other authorized healthcare provider, or dental office staff member acting under the authority of a Practice.
- You must have authority to use the Service for the Practice and to submit information through the Service.
- DDSALLY may verify professional credentials, practice affiliation, and account eligibility at any time.
- DDSALLY may refuse, suspend, or terminate access if eligibility cannot be verified or if use creates legal, security, privacy, patient-safety, or compliance risk.

4. Accounts and Security Responsibilities

- Each User must have a unique account. Credential sharing is prohibited.
- Users must provide accurate account information and keep it current.
- Users must maintain the confidentiality of passwords, MFA devices, recovery codes, and authentication credentials.
- Practice administrators are responsible for inviting only authorized staff, assigning appropriate roles, reviewing access, and removing access promptly when a User leaves or no longer requires access.
- You must notify DDSALLY immediately at security@ddsally.com of suspected unauthorized access, credential compromise, or security incidents involving the Service.

DDSALLY LLC

5. Business Associate Agreement and HIPAA

If the Service is used to create, receive, maintain, transmit, or store Protected Health Information ("PHI"), the Practice must accept DDSALLY's Business Associate Agreement ("BAA") before using the Service for PHI. DDSALLY will handle PHI as a Business Associate according to the BAA.

The Practice remains responsible for its obligations as a Covered Entity or healthcare provider, including patient notices, consents, authorizations where required, minimum necessary determinations, confidential communication requests, and clinical record obligations.

If these Terms conflict with the BAA regarding PHI, HIPAA, privacy, security, breach response, patient rights support, or PHI retention, the BAA controls for PHI.

6. Subscriptions, Fees, and Billing

- The Service may be offered on a subscription, trial, promotional, or usage-based basis. Fees, plan limits, billing cycles, and included features will be presented at signup or in an order form.
- Unless canceled before the end of a free trial, a trial may convert to a paid subscription and the payment method on file may be charged.
- Payments may be processed by Stripe or another payment processor. You authorize DDSALLY and its payment processor to charge all applicable fees and taxes. Payment processors must not receive PHI.
- Fees are exclusive of taxes unless stated otherwise. You are responsible for applicable taxes other than taxes on DDSALLY's income.
- Except where required by law or expressly stated in a written agreement, fees are non-refundable and cancellation takes effect at the end of the current billing period.
- DDSALLY may change fees or plan features with at least 30 days' notice, effective at the next renewal or billing period unless otherwise stated.

7. Acceptable Use

You agree not to, and will ensure Users do not:

- Use the Service for unlawful, fraudulent, misleading, abusive, or unauthorized purposes.
- Submit patient information without the legal right and authority to do so.
- Use the Service for direct-to-patient diagnosis, direct patient treatment, patient intake, emergency communications, or patient-originated messaging.
- Instruct patients to reply through DDSALLY, upload PHI, submit forms, transmit images, or send medical or dental data through DDSALLY unless DDSALLY has expressly enabled that functionality in writing.
- Misrepresent identity, credentials, specialty, license status, practice affiliation, or authorization.
- Upload malware, viruses, harmful code, or content that interferes with the Service.
- Attempt to access accounts, systems, data, referrals, or PHI without authorization.
- Reverse engineer, decompile, scrape, crawl, copy, resell, lease, sublicense, or commercially exploit the Service except as allowed by law or a written agreement.
- Use the Service in a way that violates HIPAA, dental practice laws, professional rules, patient privacy laws, intellectual property rights, export laws, or these Terms.
- Use the Service to harass, defame, discriminate against, threaten, or harm any person.

8. Clinical Responsibilities and No Dental Advice by DDSALLY

DDSALLY does not provide dental, medical, diagnostic, legal, billing, or professional advice. The Service is a communication, referral, patient-delivery, and workflow platform. All clinical decisions, diagnoses, treatment plans, prescriptions, imaging interpretations, patient communications, follow-up obligations, and recordkeeping decisions are the responsibility of the treating or referring clinicians and their Practices.

The Service is not designed for emergencies. Do not use DDSALLY for urgent or emergency patient care needs where a delay could harm a patient.

9. Your Content

"Your Content" means information, referrals, messages, attachments, files, images, DICOM studies, notes, and other materials submitted through the Service by or on behalf of a Practice or User.

As between you and DDSALLY, you retain ownership of Your Content. You grant DDSALLY a limited, worldwide, non-exclusive, royalty-free license to host, store, process, transmit, display, reproduce, back up, secure, and otherwise use Your

DDSALLY LLC

Content solely to provide, maintain, secure, support, and improve the Service, comply with law, and fulfill the BAA and these Terms.

You represent and warrant that you have all necessary rights, permissions, consents, and authorizations to submit Your Content and to permit DDSALLY to process it as described in these Terms, the Privacy Policy, and the BAA.

10. Clinical Record Retention and Export

Referral content may become part of the receiving Practice's clinical, referral, or designated record set. If a sending Practice terminates its account, DDSALLY may continue retaining referral content on behalf of the receiving Practice where needed for clinical record retention, legal compliance, audit logs, dispute resolution, and patient-care continuity.

Upon termination, DDSALLY may provide a limited transition period for export of available Practice content, subject to the BAA, security controls, and rights of other Practices that are parties to referral records. DDSALLY is not required to delete content that another Practice is legally required or permitted to retain.

11. Privacy

DDSALLY's Privacy Policy explains how DDSALLY handles account, website, usage, billing, support, and other non-PHI personal information. PHI is additionally governed by the applicable BAA.

12. Intellectual Property

DDSALLY and its licensors own the Service, software, designs, workflows, interfaces, documentation, trademarks, logos, and other intellectual property associated with the Service. These Terms grant you a limited, revocable, non-exclusive, non-transferable right to access and use the Service for your Practice's internal referral coordination and permitted patient-delivery purposes during the subscription term.

No rights are transferred except as expressly stated. You may not copy, modify, create derivative works from, or exploit DDSALLY intellectual property without written permission.

13. Feedback

If you provide suggestions, ideas, comments, feature requests, or feedback, you grant DDSALLY a perpetual, irrevocable, worldwide, royalty-free license to use the feedback without restriction or compensation, provided DDSALLY does not use PHI except as permitted by the BAA.

14. Third-Party Services and Subprocessors

The Service may rely on third-party infrastructure, hosting, payment, email, monitoring, analytics, authentication, or other vendors. DDSALLY remains responsible for choosing appropriate vendors for its role and, where required for PHI, entering into BAAs or equivalent contractual protections with vendors that handle PHI.

DDSALLY may maintain a current list of subprocessors that handle PHI or support the Service, and may make that list available through the Service, on a designated webpage, during onboarding, or upon reasonable request to privacy@ddsally.com.

You are responsible for third-party services you choose to connect to or use with the Service. DDSALLY is not responsible for third-party products that are not controlled by DDSALLY.

15. Service Availability and Changes

DDSALLY will use commercially reasonable efforts to provide reliable Service availability, but does not guarantee uninterrupted, error-free, secure, or vulnerability-free operation. The Service may be unavailable because of maintenance, upgrades, security work, outages, vendor failures, internet issues, force majeure events, or circumstances beyond DDSALLY's reasonable control.

DDSALLY may modify, suspend, discontinue, or replace features from time to time. DDSALLY will use reasonable efforts to provide notice for material changes that significantly reduce core functionality.

16. Suspension and Termination

- You may cancel a subscription according to the cancellation method in the Service or by contacting support@ddsally.com.
- DDSALLY may suspend or terminate access immediately for nonpayment, suspected security risk, violation of these Terms, violation of the BAA, misuse of PHI, unlawful activity, improper patient messaging use, or conduct that may harm DDSALLY, patients, Practices, Users, or the Service.
- DDSALLY may terminate for convenience with 30 days' notice unless a separate written agreement provides otherwise.
- Upon termination, access to the Service ceases except for any limited export or transition rights DDSALLY provides in writing.

DDSALLY LLC

- Sections that by their nature should survive will survive, including payment obligations, content licenses needed for retention and legal compliance, confidentiality, privacy, BAA obligations, disclaimers, limitations of liability, indemnification, governing law, and dispute provisions.

17. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, DDSALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, SECURITY, AND COURSE OF DEALING.

DDSALLY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VULNERABILITIES, OR THAT REFERRAL INFORMATION WILL BE COMPLETE, ACCURATE, TIMELY, OR APPROPRIATE FOR ANY CLINICAL PURPOSE. CLINICAL REVIEW AND DECISION-MAKING REMAIN THE RESPONSIBILITY OF LICENSED CLINICIANS.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DDSALLY AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DDSALLY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNT PAID BY THE PRACTICE TO DDSALLY FOR THE SERVICE IN THE 2 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY; OR (B) \$100.

Nothing in these Terms limits liability or obligations to the extent such limitation is prohibited by law. The limitations in this Section do not limit either party's payment obligations, indemnification obligations, confidentiality obligations, obligations under the applicable Business Associate Agreement, obligations arising from unauthorized use or disclosure of PHI to the extent such limitation is prohibited by HIPAA or applicable law, fraud, gross negligence, willful misconduct, or a party's right to seek injunctive or equitable relief.

19. Indemnification

You agree to defend, indemnify, and hold harmless DDSALLY and its officers, members, managers, employees, contractors, agents, licensors, and suppliers from and against claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- Your Content, including its accuracy, legality, completeness, or use in patient care.
- Your or your Users' violation of these Terms, the BAA, applicable law, privacy rights, patient rights, or professional duties.
- Your relationship with patients, referring providers, receiving providers, payers, or other third parties.
- Failure to obtain required patient consents, authorizations, notices, or permissions.
- Misuse of the Service, unauthorized access caused by your failure to secure credentials, improper user access management, wrong recipient selection, inaccurate patient contact information, or improper instruction to patients to submit PHI through DDSALLY.

20. Governing Law and Disputes

These Terms are governed by the laws of the State of California, without regard to conflict-of-law principles. Subject to any rights, obligations, or enforcement mechanisms that cannot be waived under applicable law, any dispute, claim, or controversy arising out of or relating to these Terms, the Service, or the relationship between DDSALLY and a Practice or User will be resolved by binding arbitration, rather than in court.

The arbitration will be conducted in Los Angeles County, California, by a neutral arbitrator under the rules of a recognized arbitration provider selected by DDSALLY, unless the parties agree otherwise in writing. The arbitrator will have the authority to award any relief available in court, except to the extent limited by these Terms or applicable law.

Each party agrees that disputes will be resolved only on an individual basis. Neither party may bring or participate in a class action, collective action, representative action, private attorney general action, or consolidated proceeding, unless this waiver is prohibited by applicable law.

DDSALLY LLC

Nothing in this Section limits either party's right to seek temporary, preliminary, or permanent injunctive or equitable relief in a court of competent jurisdiction to protect confidential information, intellectual property, PHI, security, privacy, or the integrity of the Service. Nothing in this Section limits either party's ability to comply with, respond to, or participate in regulatory, governmental, HIPAA, privacy, security, professional licensing, or law-enforcement matters.

21. Changes to These Terms

DDSALLY may update these Terms from time to time. Material changes will be communicated by email, in-product notice, or posting on the Site at least 30 days before they take effect where reasonably practicable or legally required. Continued use after the effective date means you accept the revised Terms.

22. General Terms

- **Entire Agreement:** These Terms, the Privacy Policy, the BAA, and any order form or written agreement constitute the agreement between you and DDSALLY for the Service.
- **Order of Precedence:** For PHI, the BAA controls. For payment or subscription details, an executed order form controls over conflicting general Terms.
- **Assignment:** You may not assign these Terms without DDSALLY's written consent. DDSALLY may assign these Terms in connection with merger, acquisition, financing, reorganization, or sale of assets.
- **Severability:** If any provision is unenforceable, the remaining provisions remain in effect.
- **No Waiver:** Failure to enforce a provision is not a waiver of future enforcement.
- **Force Majeure:** Neither party is liable for delays or failures caused by events beyond reasonable control.
- **Independent Contractors:** The parties are independent contractors. These Terms do not create an agency, partnership, joint venture, employment, fiduciary, or provider-patient relationship between DDSALLY and any patient.

23. Contact

- Support: support@ddsally.com
- Privacy: privacy@ddsally.com
- Legal Notices: legal@ddsally.com
- Mailing Address: 5757 Wilshire Blvd., PR5, Los Angeles, CA 90036, USA