

MedicTalk DentForms software – Terms of Use

At MedicTalk Software, Inc. we are committed to providing high quality products and services. In the event you are not satisfied with your purchase, this refund policy explains when we will and will not give a refund.

General refund policy for our software product(s)

We ask that you please **choose carefully before making your purchase**, as we do not give refunds if you simply change your mind or make a wrong selection.

To help ensure that our software product(s) are perfect for your requirements, free **fully-functional trial version** is available to download from our website.

Comprehensive product and service information is also available upon request. To help you make the right decision, you can contact our customer service for more details.

If you need help installing or otherwise using our software product(s), technical support is available.

Please note that after making your purchase, you will be supplied with a registration code. Registration codes are changed on a regular basis to deter illegal software piracy. The registration code you are supplied upon completion of your order is valid for the current version of the product available to download from our website, or installed from an installation CD.

You are entitled to return goods and ask for a refund, exchange or repair if the software product(s) you purchased:

- Cannot be installed, configured, or executed on your network;
- Cause your network to stop working or crash.

You are NOT entitled to a refund if you:

- Simply change your mind or no longer want the product(s);
- Realize you can't afford the product(s);
- Found the same item at a cheaper price elsewhere;
- Chose the wrong amount of licenses or signature units;
- Were responsible for causing your network to stop working or crash;
- Any other similar reasons not mentioned above.

If you are entitled to a refund, we may attempt to **correct the problem for you**, before issuing a refund.

If we decide to issue a refund for your purchase, prior to completing your refund we may require you to allow our technicians to connect to your office server to deactivate our product and require you to sign a declaration that you will discontinue use of our product.

Amount of a refund

The maximum amount of a refund will be no more than your purchase price less any services and expenses we incurred during the installation, training, configuring and otherwise working with your office. The software product(s) are also the subject to a restocking fee.

Under no circumstances we will issue a refund for the signature devices or any other hardware you purchased from us.

Miscellaneous

The information in this refund policy is subject to change without further notice, and/or in addition to, any other limited warranty for our product(s).

Please note that MedicTalk Software, Inc. uses the hardware purchased from other companies. This refund policy applies only to MedicTalk Software, Inc. products and services. Products purchased from third parties may be subject to other refund policies.

Requesting a refund, exchange or assistance

If you would like to request a refund, exchange, or would like assistance with a product or service you have purchased from us, please contact us directly.

I agree to the terms and conditions outlined in the software policy above.

Print Name

Signature

Date

IMPORTANT NOTICE FOR DENTRIX USERS

MedicTalk DentForms software does not change, manipulate, impact, or attempt to control the Dentrix Dental Systems software and its data files in any way, shape or form.

MedicTalk DentForms software only populates some specific demographic fields in the Dentrix software with the users' choices.

It is up to the office personnel to save any changes they make in the Dentrix software.

DISCLAIMER OF WARRANTIES

The customer expressly agrees that use of the service is at the customer's sole risk. MedicTalk DentForms expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of usability of its service.

MedicTalk DentForms makes no warranty that the service will meet customer's requirements, or that the service will be error-free; nor does MedicTalk DentForms make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service.

It is the responsibility of the customer to back-up all data on computers and other devices; MedicTalk DentForms will not be held liable for loss of any customer data.

LIMITATION OF LIABILITY

MedicTalk DentForms software shall not be held liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the service.

It is the customer's responsibility to back-up the software and data that is stored on customer's computers, hard disk drive(s), and/or on any other storage devices customer may have, and MedicTalk DentForms shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. Notwithstanding any language to the contrary, MedicTalk DentForms maximum liability to customer arising from or related to MedicTalk DentForms under this Agreement shall be limited to the sums paid by customer to MedicTalk DentForms.

I agree to the terms and conditions outlined in the software policy above.

Print Name

Signature

Date