

# DENTERACTIVE PRIVACY POLICY

## Introduction

This website, located at [www.denteractive.com](http://www.denteractive.com) (together with any affiliated or otherwise related or referenced websites, mobile applications or other services, the "Site"), is owned and operated by Denteractive Solutions Inc., a Delaware corporation ("Denteractive," "we," or "us"). Anyone using our site may be referred to as "you" or a "User" throughout this policy.

This Site facilitates the provision of the Services to registered users. The "Services" include (i) providing individuals with information on dental care and oral health ("Content"); (ii) help finding and otherwise connecting with a dentist either directly or through a third party referral service; (iii) video conference and messaging support for using the Services as a means of direct access to licensed dentists and other healthcare providers (each, a "Dentist" and each such online teledentistry consultation, a "Teledentistry Consultation") for communication, consultations, assessments, and/or treatment; (iv) development and gathering of health care records and health care information with retention of the same for use in Teledentistry Consultations and other Dentist appointments and communications; and (v) administrative support in connection with scheduling and payment for services provided by Dentists.

We created this Privacy Policy ("Privacy Policy") to give you confidence as you use the Services and to demonstrate our commitment to the protection of privacy. This Privacy Policy is only applicable to the Services. This Privacy Policy does not apply to any other website or digital service that you may be able to access through the Services or any website or digital services of Denteractive's business partners, each of which may have data collection, storage and use practices and policies that may materially differ from this Privacy Policy. Your access to and use of this Site and receipt of any Services are governed by (i) this Privacy Policy; (ii) the Denteractive Terms of Use located at [www.denteractive.com/terms-of-use/](http://www.denteractive.com/terms-of-use/); (iii) the Teledentistry Consent Agreement located at [www.denteractive.com/consent-agreement/](http://www.denteractive.com/consent-agreement/) which is applicable to every Teledentistry Consultation; and (iv) the Denteractive Platform Use and TeleDentist Agreement located at [www.denteractive.com/use-agreement/](http://www.denteractive.com/use-agreement/) as applicable, (together, the "Required Agreements") and as this Privacy Policy and the Required Agreements may be amended from time to time at Denteractive's sole discretion without further notice to you. Capitalized terms not defined herein have the same meaning as set forth in the applicable Required Agreement and capitalized terms not defined in a Required Agreement have the same meaning as set forth below. Your use of the Services is also governed by all applicable laws and regulations.

BY USING THE SERVICES, YOU AGREE TO THE PRACTICES AND POLICIES OUTLINED IN THIS PRIVACY POLICY AND YOU HEREBY CONSENT TO OUR TRACKING,

COLLECTION, USE, AND SHARING OF YOUR INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, YOU CANNOT USE THE SERVICES. IF YOU USE THE SERVICES ON BEHALF OF SOMEONE ELSE (SUCH AS YOUR CHILD) OR AN ENTITY (SUCH AS YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORIZED BY SUCH INDIVIDUAL OR ENTITY TO ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL'S OR ENTITY'S BEHALF.

## Information We Collect

### Personal Information

Some of the Services require us to know who you are so that we can best meet your needs. When you access these Services, we may ask you to voluntarily provide us with certain information that personally identifies (or could be used to personally identify) you ("Personal Information"). Personal Information includes (but is not limited to) the following categories of information: (1) contact data (such as your e-mail address, and phone number and other unique identifiers such as passwords); (2) demographic data (such as your gender, your date of birth and your zip code); (3) insurance data (such as your insurance carrier and insurance plan); (4) medical data (such as the doctors, dentists or other health care providers ("Healthcare Providers") you have visited, your reason for visiting Healthcare Providers, your date of visiting Healthcare Providers, your medical/dental history, and other medical and health information you choose to share with us), and (5) other information that you voluntarily choose to provide to us, such as Personal Information in emails or letters that you send to us.

You may still access and use some of the Services if you choose not to provide us with any Personal Information, but the features of the Services that require your Personal Information will not be accessible to you. When you pay for a Healthcare Provider's services through our Services, your payment card information is processed by our payment processing partner. Our payment processing partner collects your voluntarily provided payment card information necessary to process your payment, and their use and storage of information it collects is governed by its own applicable terms of service and privacy policy. The information we store includes your payment card type and the last four digits of the payment card. We may provide to you the option to remove your stored payment card information through your account settings page.

### Traffic Data

We also may automatically collect certain data when you use the Services, such as (1) IP address; (2) domain server; (3) type of device(s) used to access the Services; (4) web browser(s) used to access the Services; (5) referring webpage or other source through which you accessed the Services; (6) geolocation information; and (7) other statistics and information associated with the interaction between your browser or device and the Services (collectively "Traffic Data"). Depending on applicable law, some Traffic Data may be Personal Information. We may also collect

additional information, which may be Personal Information, as otherwise described to you at the point of collection or pursuant to your consent.

## **HIPAA and PHI**

Under a federal law called the Health Insurance Portability and Accountability Act ("HIPAA"), some of the demographic, health and/or health-related information that Denteractive collects as part of providing the Services may be considered "protected health information" or "PHI". Specifically, when Denteractive receives identifiable information about you from or on behalf of your Healthcare Providers, this information is PHI. HIPAA provides specific protections for the privacy and security of PHI and restricts how PHI is used and disclosed. Denteractive may only use and disclose your PHI in the ways permitted by your Healthcare Provider(s). In addition, by choosing to e-sign the Denteractive Terms of Use and this Privacy Policy you agree that Denteractive may use and disclose your PHI in the same way it uses and discloses your Personal Information that is not PHI. These uses and disclosures are described in this Privacy Policy. In accordance with HIPAA and 45 CFR 164, all Denteractive Business Associates will use appropriate safeguards to prevent unauthorized use or disclosure of PHI, and agree to be bound by the obligations set forth in the Terms of Use in regard to use and disclosure of PHI and all applicable breach protocols.

## **How We Collect Information**

We collect information, including Personal Information and Traffic Data, when you use and interact with the Services, such as:

- When you use the Services' interactive tools and services, such as searching for Healthcare Providers, searching for available appointments with Healthcare Providers and completing dental history questionnaires prior to Healthcare Provider appointments;
- When you voluntarily provide information in free-form text boxes through the Services and through responses to surveys, questionnaires and the like;
- If you download and install certain applications and software we make available, we may receive and collect information transmitted from your computing device for the purpose of providing you the relevant Services, such as information that lets Denteractive know when you are logged on and available to receive update or alert notices;
- If you download our mobile application, we may receive information about your location and mobile device;
- Through cookies, web beacons, website analytics services and other tracking technology (collectively, "Tracking Tools"), as described below; and
- When you use the "Contact Us" function on the Site, send us an email or otherwise contact us.
- We also may receive and collect information about you from third party sources such as insurance carriers and dentist referral services.

## Tracking Tools and “Not to Track”

### The Tracking Tools that we may use and how we may use them include:

**Cookies:** “Cookies” are small computer files transferred to your computer’s or tablet’s hard drive that contain information such as user ID, user preferences, lists of pages visited and activities conducted while using the Services. We use Cookies to help us improve the Services by tracking your navigation habits, storing your authentication status so you do not have to re-enter your credentials each time you use the Services, customizing your experience with the Services and for analytics and fraud prevention. Some of our business partners use Cookies to show Denteractive ads on other websites and services based on information collected about your use of the Services and based on your particular interests (as inferred from your online activity). This type of advertising is commonly known as interest-based or online behavioral advertising. Other Cookies used by our business partners may collect information when you use the Services, such as the computer’s IP address, mobile device ID, type of operating system, type of internet browsing software, web pages viewed and when, the geographic location of your internet service provider and demographic information, such as gender and age range. These third-party Cookies help Denteractive learn more about our users’ demographics and internet behaviors.

**Web Beacons:** “Web Beacons” (a.k.a. clear GIFs or pixel tags) are tiny graphic image files imbedded in a web page or email that may be used to collect anonymous information about your use of our Services, the websites of selected advertisers and the emails, special promotions or newsletters that we send you. The information collected by Web Beacons allows us to monitor how many people are using the Services, using the selected advertisers’ websites or opening our emails, and for what purpose, and also allows us to enhance our interest-based advertising.

**Website Analytics:** We may use third-party website analytics services in connection with the Services, including, for example, to record mouse clicks, mouse movements, scrolling activity and text that you type into the Site. These website analytics services generally do not collect Personal Information unless you voluntarily provide it and generally do not track your browsing habits across websites which do not use their services. We use the information collected from these services to help make the Services easier to use.

**Mobile Device Identifiers:** **Mobile** device identifiers are data stored on your mobile device that can be used to track your mobile device and data and activities occurring on and through it, as well as the applications installed on it. Mobile device identifiers enable collection of Personal Information (such as media access control, address and location) and Traffic Data. As with other Tracking Tools, mobile device identifiers help Denteractive learn more about our users’ demographics and internet behaviors.

## **How Denteractive Responds to Browser “Do Not Track” Signals**

Some web browsers (including Safari, Internet Explorer, Firefox and Chrome) incorporate a “Do Not Track” (“DNT”) or similar feature that signals to websites that a visitor does not want to have his/her online activity and behavior tracked. If a website operator that elects to respond to a particular DNT signal receives the DNT signal, the website operator may refrain from collecting certain Personal Information about the browser’s user. Not all browsers offer a DNT option and there is currently no industry consensus as to what constitutes a DNT signal. For these reasons, many website operators, including Denteractive, do not take action to respond to DNT signals.

## **Options for Opting out of Cookies and Mobile Device Identifiers**

Some web browsers (including some mobile web browsers) allow you to reject Cookies or to alert you when a Cookie is placed on your computer, tablet or mobile device. You may be able to reject mobile device identifiers by activating the appropriate setting on your mobile device. Although you are not required to accept Denteractive’s Cookies or mobile device identifiers, if you block or reject them, you may not have access to all features available through the Services. You may opt out of receiving certain Cookies and certain trackers by visiting the Network Advertising Initiative (“NAI”) opt out page or the Digital Advertising Alliance (“DAA”) consumer opt-out page. When you use these opt-out features, an “opt-out” Cookie will be placed on your computer or tablet indicating that you do not want to receive interest-based advertising from NAI or DAA member companies. If you delete Cookies on your computer or tablet, you may need to opt out again. Please note that opting out of interest-based advertising does not mean you will no longer see Denteractive’s advertisements; rather, opting out means that the advertisements that you do see are not interest-based advertisements. Also, opting out does not mean that Denteractive is no longer using Tracking Tools — Denteractive still may collect information about your use of the Services even after you have opted out of interest-based advertisements.

## **Information Provided By or On Behalf of Children**

The Services are not intended for use by children and children under the age of 13 are prohibited from using the Services. Denteractive does not knowingly collect any information from children, nor are the Services directed to children. By accessing, using and/or submitting information to or through the Services, you represent that you are not younger than age 13. If we learn that we have received any information directly from a child under age 13 without his/her parent’s written consent, we will use that information only to respond directly to that child (or his/her parent or legal guardian) to inform the child that he/she cannot use the Services and subsequently we will delete that information. If you believe that a child has provided us with personal information, please contact us at [legal@denteractive.com](mailto:legal@denteractive.com). If we become aware that a child under age 13 has provided us with personally identifiable information, we will delete it. If you are between age thirteen (13) and eighteen (18), or the age of majority in your place of residence if it is greater than 18, you may use the Services only with the consent of or under the supervision of your parent or legal guardian. If you are a parent or legal guardian of a minor child, you may, in

compliance with our Terms of Use, use the Services on behalf of such minor child. Any information that you provide us while using the Services on behalf of your minor child will be treated as Personal Information as otherwise provided herein. We do not knowingly process data of EU residents under the age of 16 without parental consent. If we become aware that we have collected data from an EU resident under the age of 16 without parental consent, we will take reasonable steps to delete it as quickly as possible. Please notify us at [legal@denteractive.com](mailto:legal@denteractive.com) if you are aware of any such situation. We also comply with other age restrictions and requirements in accordance with applicable local laws.

## Use of Information

We use your information, including Personal Information, to provide the Services to you and to help improve them, including to:

- provide you with the products, services and information you request and respond to correspondence that we receive from you;
- provide, maintain, administer or expand the Services, perform business analyses, or for other internal purposes to support, improve or enhance our business, the Services, and other products and services we offer;
- notify you about certain resources or Healthcare Providers we think you may be interested in learning more;
- send you information about Denteractive or our products or Services;
- contact you when necessary or requested, including to remind you of an upcoming appointment;
- customize and tailor your experience of the Services;
- determine the most appropriate Healthcare Provider or most appropriate Healthcare Provider referral service to connect you with and refer you to for your continued care;
- send emails and other communications that display content that we think will interest you and according to your preferences;
- combine information received from third parties with the information that we have from or about you and use the combined information for any of the purposes described in this Privacy Policy;
- use statistical information that we collect in any way permitted by law, including from third parties in connection with their commercial and marketing efforts; and
- prevent, detect and investigate security breaches and potentially illegal or prohibited activities.

We may use information that is neither Personal Information nor PHI (including non-PHI Personal Information that has been de-identified and/or aggregated) for any reason at our sole discretion.

## Disclosure of Information

We may disclose certain information that we collect from you:

- We may share your Personal Information with Healthcare Providers with which you choose to schedule through the Services. For example, if you elect to complete a Medical History Form using the Services in advance of an appointment, we may share your Medical History Form with your Healthcare Providers. You also may choose to store but not share with Denteractive your Medical History Form.
- We may share your Personal Information with your Healthcare Providers to enable them to refer you to and make appointments with other Healthcare Providers on your behalf or to perform analyses on potential health issues or treatments, provided that you choose to use the applicable Services.
- We may share your Personal Information with Healthcare Providers in the event of an emergency.
- We may share your Personal Information with Healthcare Providers and/or Healthcare Provider referral services in order to connect you with and refer you to the most appropriate Healthcare Provider for your continued care;
- We may also share your Personal Information with organizations that collect, aggregate and organize your information so they can make it more easily accessible to your Healthcare Providers.
- We may share your email address with our business partners solely to enable them to help Denteractive customize our advertising, e.g., to enable us to contact you on non-Denteractive websites. We do not sell email addresses to third parties.
- We may share your Personal Information and Traffic Data with our business partners who perform core services (such as hosting, billing, fulfillment, or data storage and security) related to our operation of the Services and/or by making certain features available to our users.
- We may transfer information about you, including your Personal Information, to another company in connection with a merger, sale, acquisition or other change of ownership or control by or of Denteractive (whether in whole or in part). When one of these events occurs, we will use reasonable efforts to notify you before your information becomes subject to different privacy and security policies and practices.

We also may need to disclose your Personal Information or any other information we collect about you if we determine in good faith that such disclosure is needed to: (1) comply with applicable law, regulation, court order or other legal process; (2) protect the rights, property or safety of Denteractive or another party; (3) enforce our Terms of Use or other agreements with you; or (4) respond to claims that any posting or other content violates third-party rights. We may disclose information that is neither Personal Information nor PHI (including non-PHI Personal Information that has been de-identified and/or aggregated) for any reason at our sole discretion. We store and process your information on our servers in the United States and in other countries. We may store all information indefinitely.

## **Public Information**

Any information that you may reveal in a review posting or online discussion or forum is intentionally open to the public and is not in any way private. We recommend that you carefully consider whether to disclose any Personal Information in any public posting or forum. What you have written may be seen and/or collected by third parties and may be used by others in ways we are unable to control or predict.

## **Storage and Security Information**

The security of your Personal Information is important to us. We endeavor to follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and in storage. For example, when you enter sensitive information on our Site, we encrypt that information using secure socket layer technology. Although we make good faith efforts to store Personal Information in a secure operating environment that is not open to the public, we do not and cannot guarantee the security of your Personal Information. If we become aware that your Personal Information has been disclosed in a manner not in accordance with this Privacy Policy, we will use reasonable efforts to notify you of the nature and extent of the disclosure (to the extent we know that information) as soon as reasonably possible and as permitted or required by law.

## **Controlling Your Personal Information**

If you are a registered user of the Services, you can modify some of the Personal Information you have included in your profile or change your username by logging in and accessing your account. If you wish to close your account, please email us at [legal@denteractive.com](mailto:legal@denteractive.com). Denteractive will delete your account and the information in your account as soon as reasonably possible. Please note, however, that Denteractive reserves the right to retain information from closed accounts, including to comply with law, prevent fraud, resolve disputes, enforce our Terms of Use and take other actions permitted by law. You must promptly notify us if any of your account data is lost, stolen or used without permission.

## **Links to Other Websites**

The Services contain links to third party websites with which Denteractive has no affiliation. A link to a non-Denteractive website does not mean that we endorse that website, the quality or accuracy of information presented on the non-Denteractive website or the persons or entities associated with the non-Denteractive website. If you decide to visit a third party website, you are subject to the privacy policy of the



third party website as applicable and we are not responsible for the policies and practices of the third party website. We encourage you to ask questions before you disclose your information to others.

## **General Data Protection Regulation (“GDPR”)**

The following sections on GDPR applies to individuals in the European Economic Area (“EEA”). If you are not sure whether the GDPR section applies to you, please refer to the text of the regulation [here](#) or consult with an attorney as Denteractive is not able to give you legal advice.

### **Who is the Data Controller?**

Denteractive is the “data controller” of personal data collected through the Site, and we are responsible for deciding how personal data is collected, used, and disclosed. Dentists may also be data controllers of certain data that you provide to Dentists when you make use of the Service. You should be aware that when you provide information to us using a third-party site or platform, the information you provide may be separately collected by the third-party site or platform. The information we collect is covered by the Denteractive Privacy Policy only, and the information the third-party site or platform collects is subject to the third-party site or platform’s privacy practices. Privacy choices you have made on the third party’s site or platform will not apply to our use of the information we have collected directly through our Site or Service. Please also keep in mind that our Site and Services may contain links to other sites not owned or controlled by us and we are not responsible for the privacy practices of those sites. We encourage you to be aware when you leave our Site or Services and to read the policies of other sites that may collect your personal information.

### **Legal Bases for Use of Your Information & Controls and Choices**

The laws in the European Economic Area (“EEA”) and some other jurisdictions require us to provide you, to the extent those laws apply to you, with the following information:

### **Legal Grounds for Use and Disclosure of Personal Information**

The legal grounds for use and disclosure of personal information include any of the below reasons:

1. As necessary to perform our obligations under any contract with you, including to collect our payment for the Service, manage the Services you receive from us or otherwise comply with the Denteractive Terms of Use.
2. On the basis of consent, such as to send you certain information, including marketing communications, to share your information with partners when you have requested we do that, or to collect and process your information for research purposes if you have used the Service, or otherwise agreed.
3. For our legitimate interests or the legitimate interests of others such as to ensure the security of our Site, operate and improve our business and our Site, respond to your questions, engage in certain marketing, make and receive payments, comply with our legal obligations, prevent fraud, conduct analysis, enforce our Terms of Use, engage in a business change (e.g., sale, merger), to know the user to whom we are providing the Service, and to create anonymous data.
4. To protect the vital interests of the individual or others. For example, we may collect or share personal data to help resolve an urgent medical situation.

## Controls and Choices

1. In addition, Users in the European Economic Area and some other jurisdictions outside the United States have certain legal rights to obtain confirmation of whether we hold personal data about them, to access personal data we hold about them (including, in some cases, in portable form), and to obtain its correction, update, amendment or deletion in appropriate circumstances. They may also object to our uses or disclosures of personal data, to request a restriction on its processing, or withdraw any consent, though such actions typically will not have retroactive effect. They also will not affect our ability to continue processing data in lawful ways (for example, if you opt out of the use of your telephone number for direct marketing, we might still decide to contact you by phone regarding potential fraud on your account).
2. Users in the European Economic Area have the right to opt-out of all of our processing of their personal data for direct marketing purposes. To exercise this right, you may [contact us](#).
3. The rights and options described above are subject to limitations and exceptions under applicable law. In situations in which we process personal data on behalf of our User, we may refer the request to the relevant User and cooperate with their handling of the request, subject to any special contractual arrangement with that User.
4. In addition to these rights, Users in the European Economic Area have the right to lodge a complaint with the relevant supervisory authority. However, we encourage you to contact us first, and we will do our very best to resolve your concern.

## How We Protect Your Information and Data Retention

The security, integrity, and confidentiality of your information are extremely important to us. We have implemented technical, administrative, and physical security measures that are designed to protect User information from unauthorized access, disclosure, use, and modification. We regularly review our security procedures to consider appropriate new technology and methods. However, please be aware that despite our best efforts, no security measures are perfect or impenetrable. We will retain your personal information for the length of time needed to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law. To dispose of personal data, we may anonymize it, delete it or take other appropriate steps. Data may persist in copies made for backup and business continuity purposes for additional time.

## Data Transfers, Storage, and Processing Globally

We operate globally and may transfer your personal information to third parties in locations around the world for the purposes described in this privacy policy. Wherever your personal information is transferred, stored or processed by us, we will take steps to safeguard the privacy of your personal information.

## Nevada Residents

Under Nevada law, certain Nevada consumers may opt out of the sale of "covered information" for monetary consideration to a person for that person to license or sell such information to additional persons. "Covered information" includes first and last name, address, email address, phone number, Social Security Number, or an identifier that allows a specific person to be contacted either physically or online. We do not engage in such activity; however, if you are a Nevada resident who has purchased or leased goods or services from us, you may submit a request to opt out of any potential future sales under Nevada law by emailing us at [legal@denteractive.com](mailto:legal@denteractive.com). Please note we will take reasonable steps to verify your identity and the authenticity of the request. Once verified, we will maintain your request in the event our practices change.

## The California Consumer Protection Act ("CCPA")

The following section on CCPA, Cal. Civ. Code § 1798.100 applies to California residents who have certain rights regarding the personal information (as defined in the CCPA) collected by Denteractive. It does not cover personal information not subject to the CCPA rights identified below, such as personal information we collect from our employees or job applicants. Likewise, the CCPA does not extend all the rights identified below to personal information collected from employees, owners,

directors, officers, or contractors of businesses in the course of our provision or receipt of business-related services.

## Definitions

“**Personal information**” or “**PI**” is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

“**Consumer**” is a California resident, a natural person who is a California resident for other than a temporary or transitory purposes, or someone who is domiciled in California but is currently outside the State for a temporary or transitory purpose.

“**Sale**” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s personal information by the Denteractive to another business or a third party for monetary or other valuable consideration.

## California Residents Have the Following Rights Under CCPA

1. **Right to Opt Out.** You have the right, at any time, to direct us to not sell your PI. You can do so by emailing your request to us at [legal@denteractive.com](mailto:legal@denteractive.com).
  - a. **Sale of PI.** Under the CCPA, sale is also broadly defined such that it may include allowing third parties to receive certain information, such as cookies, IP address, and/or browsing behavior, to deliver targeted advertising on the Services or other services we may provide.
  - b. **Categories of PI We Provide and Purposes of the Sale.** We provide the following categories of information to third parties for these purposes: including identifiers, geolocation information, professional or employment related data, and physical characteristics or descriptions.
  - c. **Purpose of the Sale:** We may provide the following categories of personal information to third parties for these purposes:
    1. For online targeted advertising purposes: device identifiers (such as browsing history; geolocation information; social media information), and
    2. For sharing with third parties to send you relevant offers and promotions and opportunities, such as when you sign up for an event or to receive more information and provide categories of information to us: identifiers, professional or employment related data (such as your job title or current company), and physical characteristics or descriptions (such as if you provide a picture of yourself).

2. Right to Know or Right to be Informed. Subject to certain exceptions, you have the right to know what specific pieces of PI Denteractive has collected about you in the 12 months preceding your request, along with the categories of sources of that PI, our business or commercial purpose for disclosing your PI, and the categories of third parties with whom we share your PI. You may make this request no more than twice per 12-month period.
3. Right to Request Deletion. You have the right to request deletion of the PI Denteractive has collected from you, subject to certain exceptions under the CCPA including, without limitation:
  - a. Making sure your dental care is not compromised,
  - b. Complying with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, "HIPAA") and related state-specific privacy laws and regulations.
  - c. Complying with Denteractive's legal or other compliance obligations,
  - d. Detecting fraudulent behavior or security incidents, and
  - e. Other reasons that are in connection with our lawful internal uses that are consistent with your relationship with us and the context in which the information was collected.

## Exercising Your Rights Under CCPA

You can exercise any of your rights under CCPA by us at [legal@Denteractive.com](mailto:legal@Denteractive.com). We will take reasonable steps to verify your identity before responding to a request, which may include the following:

1. If you are exercising your Right to Delete or a similar right that does not require the disclosure of specific pieces of information about you:
  - a. If you are writing to us from the email address associated with your Denteractive account or transactions that Denteractive has on file for you, then to complete the verification process, we will ask you to confirm the action you wish us to take before we proceed (such as confirming you would like us to delete your information).
  - b. If you are not writing to us from the email address associated with your Denteractive account that Denteractive has on file for you, then to complete the verification process, we will ask you to provide 3 specific pieces of data that we have on file for you, such as email address you used when using the Services or billing information such as the last 4 digits of the credit card used or your billing address.
2. If you are exercising your Right to Know or a similar right that does require disclosure of specific pieces of information about you:
  - a. If you are writing to us from the email address associated with your Denteractive account or interactions that Denteractive has on file for you,

- then to complete the verification process, we will ask you to both: 1) confirm the action you wish us to take before we proceed; and 2) also provide a statement that you “declare under penalty of perjury that you are the person about whom the Right to Know request has been made.”
- b. If you are not writing to us from the email address associated with your Denteractive account then to complete the verification process, we will ask you to both: 1) provide 3 specific pieces of data that we have on file for you, such as email address you used when using the Services or billing information such as the last 4 digits of the credit card used or your billing address; and 2) also provide a statement that you “declare under penalty of perjury that you are the person about whom the Right to Know request has been made.”
3. You are also permitted to designate an authorized agent to submit certain requests on your behalf. In order for an authorized agent to be verified, you must provide the authorized agent with signed, written permission to make such requests or a power of attorney. We may also follow up with you to verify your identity according to the above methods before processing the authorized agent’s request.
  4. If we are not able to successfully verify you according to the above methods, then we will not be able to comply with your request.

Denteractive will not discriminate against you if you exercise your rights under CCPA. However, if your request requires us to delete, restrict or not share information, please be advised that this will inhibit some functionality of the Site and continuity of any Services you receive. Any subsequent interaction with the Site after deletion will require new requests for action on your data.

## **Other Rights of California Residents**

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information to third parties for the third parties’ direct marketing purposes. To make such a request, please send an email to [legal@denteractive.com](mailto:legal@denteractive.com). Pursuant to California Civil Code Section 1798.83(c)(2), we do not share your personal information with third parties’ direct marketing use unless you elect that we do so.

If you are a California resident under the age of 18, and a registered user of any site where this policy is posted, California Business and Professions Code Section 22581 permits you to request and obtain removal of content or information you have publicly posted. To make such a request, please email us at us at [legal@denteractive.com](mailto:legal@denteractive.com) with a detailed description of the specific content or information. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

## Exercising Rights Under Other Privacy Laws

If you would like to exercise a right under a different privacy law, please contact us [here](#).

## Updates and Changes to this Privacy Policy

The effective date of this Privacy Policy is set forth at the top of this webpage. We will notify you of any material change by posting notice on this webpage. Your continued use of the Services after the effective date constitutes your acceptance of the amended Privacy Policy. We encourage you to periodically review this page for the latest information on our privacy practices. The amended Privacy Policy supersedes all previous versions. IF YOU DO NOT AGREE TO FUTURE CHANGES TO THIS PRIVACY POLICY, YOU MUST STOP USING THE SERVICES AFTER THE EFFECTIVE DATE OF SUCH CHANGES.

## Contacting Us

If you have any questions or concerns about this Privacy Policy, please contact us [here](#) or at the mailing address provided below. We will attempt to respond to your questions or concerns promptly after we receive them.

Mailing Address:

Denteractive Solutions Inc.  
Attn: Legal  
23 Corporate Plaza, Suite 150  
Newport Beach, CA 92660

This Privacy Policy was last updated on **September 10, 2020**.