

Terms of Use

Acceptance of Terms

PerioPal, LLC ("PerioPal Software") owns www.periopall.com internet site and has terms and conditions of use, a link to which appears on the [Download](#) page. Your use of the PerioPal.com internet site (the "Site"), including the services and/or materials provided to you on the Site are subject to the following terms and conditions (the "Terms"). By accessing, using, or registering to use the Software (as defined herein), Services (as defined herein) and/or Materials (as defined herein) from the Site you agree to follow and be bound by these Terms. IF YOU DO NOT ACCEPT ALL OF THESE TERMS, DO NOT USE THIS SITE.

Description of Services

PerioPal Software may provide you with access to a variety of resources, materials and downloads, including business, educational and technical news and information (collectively, "Services"). The Services, including any offered updates and enhancements, are subject to the Terms.

Use of Software

Any software or related materials that are made available to download from the Site or otherwise provided to you ("Software") is the copyrighted work of PerioPal Software and/or its licensors (if any). You must be a registered PerioPal Software subscriber in order to download and/or use the PerioPal Software. Furthermore, your right to download and/or use the PerioPal Software will be subject to the terms and conditions of the applicable end user license agreement ("PerioPal Software License Agreement"), which you agree to by clicking on the "Single PC" or "Network Install" prior to downloading. Any use, reproduction or redistribution of the PerioPal Software not in accordance with such PerioPal Software License Agreement is prohibited.

Use of Materials

Any information or materials that are made available to download from this Site or otherwise provided to you ("Materials") is the copyrighted work of PerioPal Software and/or its licensors (if any). You must be a registered PerioPal Software subscriber in order to download and/or use the Materials and you must retain all copyright and other proprietary notices contained in the original Materials on any copies of the Materials. Furthermore, your right to download and/or use the Materials will be subject to these Terms. Any use, reproduction or redistribution of the Materials not in accordance with these Terms is prohibited.

The origins of such materials may be internal or external to PerioPal. While third party Materials are believed to be reliable, such third party Materials has not been independently authenticated, tested or verified in whole or in part by PerioPal. All Materials provided on the PerioPal website, including any material from third parties, is "as is," and PerioPal makes no express or implied claims, representations or warranties as to its accuracy, validity or veracity. PerioPal shall not be liable, in any way, for your use of these Materials, any results that may occur from such use, or any consequences from decisions made in reliance on these Materials.

In addition, certain downloads from PerioPal website may contain third party software. Any download of software is governed by the terms of the Software License Agreement between PerioPal and the user. PerioPal makes no claims, representations or warranties that the software will operate properly, securely, effectively or efficiently. PerioPal disclaims all liability concerning the download of software from the websites, including, but not limited to damage to the user's hardware, software, network or systems, loss of data, application failure, backup errors or problems related to connectivity, security, compatibility, functionality or efficiency.

Limitation of Use

Unless otherwise specified in the Terms and/or the PerioPal Software License Agreement, the Services and Materials are for your commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from the Services or Materials. If you breach any of these Terms, your authorization to use this Site automatically terminates and you must immediately destroy any materials in your possession obtained from the Site (including Materials requested pursuant to the Site and sent by PerioPal Software via email or post).

Confidentiality

You may obtain direct access via the Site to certain confidential information of PerioPal Software and its suppliers,

including without limitation technical, contractual, product, program, pricing, marketing and other valuable information that should reasonably be understood as confidential ("Confidential Information"). You must hold Confidential Information in strict confidence. Title to Confidential Information remains with PerioPal Software and its suppliers.

Your obligations regarding Confidential Information expire five (5) years after the date of disclosure. Upon termination of the Terms or PerioPal Software's written request, you must cease use of Confidential Information and return or destroy it.

The Terms impose no obligation upon You with respect to Confidential Information that You can establish by legally sufficient evidence: (a) you possessed prior to your receipt from PerioPal Software, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or (e) in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to PerioPal Software adequate to afford PerioPal Software the opportunity to object to the disclosure.

Policy on Privacy

Please see the Privacy Policy disclosure on the PerioPal Software Registration page relating to the collection and use of your information. By using the Site, you are consenting to the processing of your data by PerioPal Software and consenting to our Privacy Policy.

User Information

When using this Site, you agree to be responsible for providing accurate and complete information about yourself during registration ("Your Data"), and updating Your Data to keep it current. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. At our sole discretion, we may terminate the accounts or access rights of users who may have provided inaccurate or incomplete information during registration.

User Communications

The Services may contain e-mail services, chat areas, news groups and other forums designed to enable you to communicate with others ("Communication Services"). You understand that by using this Site you may be exposed to content that is offensive, indecent, or objectionable. You agree to use the Communication Services only to post, send and receive messages and materials that are proper and, where applicable, related to the particular Communication Service. We may, but are not obligated to, monitor or review these areas and the content of any such Communication Services. We will have no liability related to the content of any such Communication Services, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. Any material posted to this Site that in the sole opinion of PerioPal Software violates community standards, will be removed and the account of the poster may, at PerioPal Software's discretion, be revoked or suspended. Any material that meets the standards described above might be edited by PerioPal Software solely for the purpose of clarity and length.

Materials Provided to PerioPal Software or Posted at the Site

PerioPal Software does not claim ownership of the materials you may provide to PerioPal Software (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting PerioPal Software, affiliated companies and other licensors a non-exclusive, royalty-free, worldwide license to use your Submission in connection with the operation of their businesses (including, without limitation, all PerioPal Software Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of your Submission, as provided herein. PerioPal Software is under no obligation to post or use any Submission you may provide and PerioPal Software may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions. You further represent that the information you submit is not confidential.

Links To Third Party Web Sites\Content

Links to third party web sites or content on this Site are provided solely as a convenience to you. If you use these links, you will leave this Site. We have not reviewed these third party sites and do not control and are not responsible for any of these sites or their content. We do not endorse or make any representations about them, or any information, software or other products, sweepstakes or materials found there, or any results that may be obtained from using them.

If you decide to access any of the third party sites linked to this Site, or decide to participate in any sweepstakes or contests offered by third parties pursuant to links on PerioPal Software's Site, you do this entirely at your own risk.

Disclaimers\Warranty

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS AND CONDITIONS OF THE PERIOPAL SOFTWARE AGREEMENT. EXCEPT AS SPECIFICALLY WARRANTED ON THE PERIOPAL SOFTWARE LICENSE AGREEMENT, ALL SOFTWARE, MATERIALS AND SERVICES PROVIDED AT THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PERIOPAL SOFTWARE, FOR ITSELF AND ON BEHALF OF ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE LICENSORS (IF ANY) AND SUPPLIERS, DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. Neither PerioPal Software, nor its affiliates and their licensors (if any) and suppliers, warrant the accuracy, completeness or quality of any of the Materials or Services.

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL PERIOPAL SOFTWARE, ITS AFFILIATES OR THEIR LICENSORS (IF ANY), OR ITS SUPPLIERS, OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNATIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEB SITES LINKED TO THIS SITE, OR THE SOFTWARE, MATERIALS OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS , SOFTWARE OR SERVICES FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This site is controlled and operated by PerioPal Software from its offices in the United States of America. PerioPal Software makes no representation that materials or services at this Site are appropriate or available for use outside the United States, and access to them from territories where their contents are illegal is prohibited.

Export Laws

Software, Services, Materials, tools, and technical data delivered by or to PerioPal Software may be subject to U.S. export controls or the trade laws of other countries. You and PerioPal Software agree to comply with all export control regulations and acknowledge that they have the responsibility to obtain such licenses to export, re-export or import as may be required. You and PerioPal Software agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. You and PerioPal Software will not use or provide Software, Services, Materials, tools, and technical data for nuclear, missile, or chemical biological weaponry end uses. Software and Materials containing cryptography are classified as Export Control Classification Number (ECCN) 5D002.c.1 by the U.S. Department of Commerce, Bureau of Export Administration, and deemed eligible for export from the United States of America under license exception Technology and Software Unrestricted (TSU).

Indemnity

YOU AGREE TO INDEMNIFY AND HOLD PERIOPAL SOFTWARE AND AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, LICENSORS, SUPPLIERS, ALLIANCE MEMBERS, OTHER PARTNERS, EMPLOYEES AND REPRESENTATIVES HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR SUBMISSION, YOUR USE OF OR CONNECTION TO THE SITE (INCLUDING ANY USE BY YOU ON BEHALF OF YOUR EMPLOYER), YOUR VIOLATION OF THE TERMS, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

Jurisdiction and Venue

These Terms are to be governed and construed by the substantive law of the State of Texas. In the event of a dispute arising out of or relating to these terms and conditions, or your use of or access to this Site, litigation must be brought in state or federal court in Jefferson County, Texas

Waiver

The failure of PerioPal Software to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of the Terms to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. Notwithstanding the foregoing, any Software downloaded from this site is governed separately by the PerioPal Software License Agreement.

Restricted Rights Legend

Any Software that is downloaded from this Site for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Program Product clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, or successor provision(s), as applicable. Manufacturer is PerioPal LLC, 1550 Infinity Lane, Beaumont, Texas, 77706.

Trademarks

"PerioPal Software Trademark" means all names, marks, brands, logos, designs, trade dress, slogans and other designations PerioPal Software uses in connection with its products and services. You may not remove or alter any PerioPal Software Trademark, or co-brand your own products or material with PerioPal Software Trademark, without PerioPal Software's prior written consent. You acknowledge PerioPal Software's rights in PerioPal Software Trademark and agree that any use of PerioPal Software Trademark by you shall inure to PerioPal Software's sole benefit. You agree not to incorporate any PerioPal Software Trademark into Your trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations, for use on or in connection with computer or Internet-related products, services or technologies.

The names of actual companies and products mentioned on the Site or in the Materials may be the trademarks of their respective owners.

Refund Statement

For a description of the refund/return policy that may apply to your purchase, please review the specific terms and conditions contained in this Site or the PerioPal Software License Agreement which you consented to be bound to in connection with the use of Software and/or Services.

General

PerioPal Software may update these terms at any time without notice by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. If you have comments or questions about our privacy policy, please [contact us](#). We will address any issue to the best of our ability.

Updated: October 4, 2010