

FIRST CIRCLE, INC.™
Terms of Use

First Circle, Inc.™ the owner of the proprietary **CHEWSI™** services and technological platform, requires that all Users of our Internet based services (“the Services”) adhere to the following rules and regulations. By submitting required information on the registration page, you agree to accept the following terms, conditions, and disclosures:

1. Laws and Regulations

The Services are subject to all applicable federal, state and local laws and regulations governing Internet use and confidentiality.

2. Security

All data stored in our environment is encrypted. We utilize 128-bit SSL encryption and industry standard certificate provisioning practices from authorized sources. We continuously review all layers of components and internal processes, including physical security measures, to guard against unauthorized access to systems. We restrict access to personal information collected to employees, contractors and agents who need to know that information to facilitate processing and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

3. User ID / E-mail Addresses and Passwords

User ID and passwords are considered confidential. You are responsible for all access made under your User ID and password. If you suspect unauthorized use of your User ID and password, you are required to notify us immediately, so we may deactivate them. As part of the registration process, we will send a confirmation back to the e-mail address you have provided. We will also request that you periodically validate the registration information you have provided.

4. Confidentiality

In accordance with **First Circle, Inc.’s™** Internet Privacy Policy, information obtained through the Services is considered confidential. Information generated from accessing the Services is to be used for the sole purpose of conducting business with **First Circle, Inc.™** and may not be copied, shared or distributed to any other party.

5. Violation of Terms of Use

You may be held liable under federal, state or local laws for any misuse of the Services such as inappropriate disclosure of the information provided or by accessing the Services for any other reason than to conduct business with **First Circle, Inc.™**.

6. Changes in Terms of Use

First Circle, Inc.™ reserves the right to amend any section of the Terms of Use.

7. Disclaimer.

First Circle, Inc.™ is not liable for any hardware or software problems any User should experience when accessing this website.

8. Nature of Services

CHEWSI™ is not dental or health insurance, and **First Circle, Inc.™** is not a dental or health insurance company. It is not a plan or arrangement that enrolls members for a fee. Nor is it engaged in the practice of dentistry. **CHEWSI™** promotes and facilitates the dental office’s provision of discount dental services connecting the office with consumers interested in those services through a proprietary App

that also accomplishes the electronic payment processing transaction for the services. From the fee paid by the patient for the dentist's services, the dentist pays to **First Circle, Inc.™**, by processing retention, an Administrative And Transactional Charge for its administrative, promotional, technological, and payment processing services, and for the electronic credit card, debit card (or other approved payment mechanism) transaction and merchant banking service fees necessary to accomplish the patient's electronic payment of the dentist's fee.