

Right Healthcare Solutions, LLC, a Wyoming limited liability company

General Terms and Conditions

Welcome to the Right Healthcare Solutions (Right) website. By accessing or using this site, you agree to comply with and be bound by these Terms of Use. Email us if you have questions about the use of this website.

1. No Unlawful or Prohibited Use

As a condition of your use of the Right website, you warrant to Right that:

You will not use its website for any purpose that is unlawful or prohibited by these terms, conditions, and notices;

You will not use the Right website in any manner that could damage, disable, overburden, or impair the Right website or interfere with any other party's use and enjoyment of the Right website; and

You will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Right website.

2. General Terms and Conditions

The following General Terms and Conditions (T&C) shall apply to all current and future contracts between the Client (hereinafter "Client") and Right Healthcare Solutions, LLC. (hereinafter "Right").

All contracts and other agreements are only binding if confirmed by both parties and duly signed; they are mutually binding only to the extent set forth in the written contractual agreement.

3. Scope

Right provides a technology platform to arrange, schedule, and pay for mentorship between a Mentor and Mentee (the "Parties"). Unless otherwise agreed by Right in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

YOU ACKNOWLEDGE THAT RIGHT IS NOT A HEALTHCARE PROVIDER, DOES NOT PROVIDE ENGAGE IN THE PRACTICE OF DENTISTRY OR OTHER HEALTHCARE PROFESSION, DOES NOT PROVIDE CLINICAL RECOMMENDATIONS OR SUPERVISION AND DOES NOT ENTER INTO A PROVIDER/PATIENT RELATIONSHIP. MENTORSHIP SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY RIGHT.

4. If a clinic or clinician uploads PHI to RIGHT for case review/treatment planning, RIGHT will act as a Business Associate and a separate BAA will apply. Users must not upload PHI unless a BAA is in place or the information is de-identified under 45 C.F.R. §164.514. RIGHT will implement administrative, technical, and physical safeguards and require subcontractors to do the same.

4. Insurance Requirements

Mentors and Mentees must maintain professional liability insurance with minimum limits (e.g., \$1M/\$3M) and confirm coverage for on-site mentorship, telehealth consults, and any short-term or locum assignments.

5. Booking, Cancellations & Refunds

Deposits are processed at booking; the balance is captured at session end. RIGHT processes charges/credits consistent with the Mentor–Mentee Agreement.

6. Prohibited Conduct

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the platform; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the platform except as expressly permitted by RIGHT; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the platform; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the platform or unduly burdening or hindering the operation and/or functionality of any aspect of the platform; or (vi) attempt to gain unauthorized access to or impair any aspect of the platform or its related systems or networks.

The parties hereby irrevocably agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement through any transaction, transfer, pledge, agreement, contract, assignment, or otherwise. The parties further agree that they will not attempt, directly or indirectly, to contact parties introduced to them by the RIGHT without expressed written consent of RIGHT as to each such contact. Any violation of this provision by the parties shall be deemed an attempt to circumvent this provision, and RIGHT shall be liable to damages including but not limited to attorney's fees and costs.

7. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” RIGHT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

NON-INFRINGEMENT. IN ADDITION, RIGHT MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. RIGHT DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

RIGHT SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE PLATFORM OR ITS SERVICES, EVEN IF RIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RIGHT SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF RIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RIGHT SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND RIGHT'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING MENTORING SERVICES REQUESTED THROUGH THE PLATFORM ARE INDEPENDENT CONTRACTORS AND RIGHT BEARS NO LEGAL RESPONSIBILITY FOR CONTRACTORS CONDUCT. IN NO EVENT SHALL RIGHT'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE USE OF THE PLATFORM FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU TO RIGHT FOR ACCESSING THE SITE, IF ANYTHING.

YOU AGREE THAT RIGHT HAS NO RESPONSIBILITY OR LIABILITY TO ANY THIRD-PARTY, INCLUDING PATIENTS BEING TREATED IN THE MENTORING PROCESS

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER ONE'S RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

INDEMNITY.

You agree to indemnify and hold RIGHT and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the platform or services or goods obtained through your use of the platform; (ii) your breach or violation of any of these Terms; (iii) your violation of the rights of any third party.

8. Governing Law; Arbitration.

This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration.

Any and all disputes, controversies, claims, or demands arising out of or relating to this agreement or any provision hereof, or in any way relating to the relationship between RIGHT and one or both of the parties, whether in contract, tort, or otherwise, at law or in equity, for damages or any other relief, if not resolved via the aforementioned mediation process, shall be resolved by binding arbitration pursuant to Chapter 682, Florida Statutes referred to as the Florida Arbitration Code in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration shall be conducted in Broward County, Florida. In any arbitration the parties shall be responsible for their own costs and expenses of arbitration including their own attorney's fees. Any party may seek a judgment upon the award and any state court in Broward County, Florida may enter that judgment. Notwithstanding the foregoing, nothing shall prevent either party from seeking temporary injunctive or other equitable relief to maintain the status quo until the matter in controversy is arbitrated or to determine arbitrability or enforce arbitration hereunder.

9. Termination

RIGHT reserves the right at any time and for any reason to deny you access to the platform or any portion thereof, and to terminate your participation in the Mentorship program. Termination will be effective without notice.

10. Changes

We may update these Terms with notice; the party's continued use constitutes acceptance.

CONTACT US

If you have any questions or complaints about your use of the platform, please contact us via email at _____