



TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (the “Terms”) represent a binding contract between Bayshore Dental Studio, LLC (“Company”, “We”, or “Us”) and _____ (“Provider” or “You”). The Effective Date hereof is _____ (“Effective Date”). By signing below (digitally, electronically, in writing, or otherwise) and/or using the Products (as defined below), You agree to be legally bound by these Terms.

1. *The Products.* As used herein, the products and the pricing for same is set forth more specifically on Appendix A to this Agreement.
2. *Payments.* All payments must be remitted by Provider. Company will not accept payment by patients.
3. *Eligibility to Purchase and Use the Products.* The Products are only available to licensed orthodontists and dentists. You hereby represent and warrant that (i) You are duly licensed to practice dentistry or orthodontia in the location where and at all times when treatment is provided, and (ii) You will discontinue any treatment or use of the Products upon the expiration, invalidation, suspension, or revocation of such license.
4. *Practice of Dentistry Disclaimed.* Company is not a dental office, and does not offer dental, medical, diagnostic, treatment, or related services. All medical, dental, and treatment decisions, including without limitation diagnoses, reviews, decisions, drug therapies and prescriptions, and recommendations with respect to any patient, shall be the sole and exclusive responsibility of the Provider, and You agree to indemnify and hold Company, its owners, shareholders, members, partners, directors, officers, employees, representatives, agents, and assigns harmless from any and all claims, injuries, damages, and/or losses asserted by or on behalf of patients or third parties arising therefrom. Provider is solely responsible for determining the scope of treatment and treatment plan for each patient. Company will not provide advice, guidance, or otherwise participate in the treatment of any patient.
5. *No Dental or Medical Advice.* Company will provide information available to it concerning the Products upon request. However, any such information shall not constitute or be substituted for dental, medical, or other professional advice. Company will not make recommendations with respect to any patient or such patient’s treatment options or plan. Provider shall not share any information with Company in violation of the Health Insurance Portability and Accountability Act (“HIPAA”). Company will not communicate directly with patients.
6. *Records.* Provider is solely responsible for maintaining all dental, medical, treatment, or other records in accordance with law and professional standards.

7. *Treatment Options.* You shall be solely responsible for selecting a treatment option and the Products to be used for each patient. Once a treatment option has been selected, You may not switch to a different treatment option without purchasing that new treatment option.
8. *Case Management.* The Products can only be made for cases that are open. A case is opened upon case submission and payment of a Treatment Plan Fee of \$199.00. It is closed: (i) 90 days after submission if required records or payments are not received, (ii) 90 days after the patient is projected to finish wearing the final aligner, or (iii) when a retainer is ordered for the patient. You may request a case extension if a case is closed. If a case is extended, treatment during the extension is charged at \$240 per phase purchased. Each phase consists of four steps. Retainer is extended cases are charged at \$50 per arch.
9. *Right to Reject.* Company may reject any case prior to treatment plan design in its sole and absolute discretion, in which case it will refund the Treatment Plan Fee.
10. *No Refunds or Credits.* Except as set forth above, the Treatment Plan Fee is nonrefundable. Once any part of the Products has been fabricated, Company will not offer refunds or credits for unused Products or steps.
11. *Shipping.* Completed Products will be shipped to Provider. Provider shall have no liability if Products fail to arrive by a certain date.
12. *Product Use.* You shall comply with applicable federal, state, and local laws, rules, and regulations in your use of the Products on any patient. You shall further adhere to all professional practice rules applicable to health care providers in the jurisdiction in which the Products are used.
13. *Limited Warranty.* Company warrants that (i) Products will be delivered free from defects in materials and workmanship (this warranty expires upon completion of treatment) and (ii) the fit of the first retainer for 30-days from the date of shipment.
14. *Disclaimer of Company's Warranties.* Except as set forth above, the Products are sold "AS IS", and Company disclaims all warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Company makes no warranty with respect to any treatment outcome.
15. *Informed Consent.* You are responsible for obtaining informed consent in accordance with applicable law from the patient with respect to any procedure You perform using the Products. Company may, but shall not be required to, provide information from time to time its representatives believe may help Provider communicate with the patient concerning the attendant risks associated with use of the Products. Company does not warrant the accuracy of any such information or its applicability to any patient. It is provided solely for You to consider as part of making a professional assessment and determination as to the proper course of treatment. A list of considerations is set forth on Appendix B to these Terms.

16. *Provider's Warranties.* You warrant that you have the skill, expertise, and training to perform all procedures associated with the Products and that your use of the Products will be consistent with applicable standard of professional care in the locality in which you practice.
17. *Intellectual Property.* Provider shall not use any of Company's intellectual property, including without limitation any patents, trademarks, service marks, brand identifiers, and copyrights without Company's express written consent which may be withheld in Company's sole discretion. Nothing herein shall be deemed to grant Provider a license to use any of Company's intellectual property.
18. *Limitations of Liability.* To the extent permitted by law, and except in the event of Company's willfulness or recklessness, the amount to which Company shall be liable to Provider for any claim in tort, contract, or otherwise shall not exceed the total paid by Provider to Company for the Product and patient at issue in the claim.
19. *Exclusion of Remedies.* Company shall not be liable to Provider for any special, consequential, exemplary, or punitive damages, even if the possibility of an award such damages is known. Provider further waives any claim to recoup attorneys' fees in the event of any dispute between the parties. Company may collect attorneys' fees in cases alleging that Provider has failed to pay any sum as and when due.
20. *Indemnification.* Each party, its owners, shareholders, members, partners, directors, officers, managers, employees, representatives, and agents ("the Indemnifying Party") shall indemnify and hold the other party, its owners, shareholders, members, partners, directors, officers, managers, employees, representatives, and agents ("the Indemnified Party") harmless from (i) the Indemnifying Party's breach of its representation or warranties in the Terms, (ii) the Indemnifying Party's breach of any provision of these Terms, and/or (iii) gross negligence of any person acting for or on behalf of the Indemnifying Party in the performance of its obligations hereunder.
21. *Assignment.* Neither party may assign its obligation hereunder without the written authorization of the other, which authorization shall not be unreasonably withheld.
22. *Merger.* These Terms contain the entire understanding of the parties, supersede any prior representations by and between them, and may only be modified in a writing signed by both.
23. *Severability.* If a court of competent jurisdiction holds one or more portions of these Terms unenforceable, the remaining provisions shall remain in full force and effect.
24. *Force Majeure.* Neither party shall be liable to the other if the performance of any obligation hereunder is rendered impossible by any circumstance beyond its control and not created by its own act or omission, including flood, fire, and other natural disasters, war, riot or social

unrest, work stoppage, act of terrorism, and Acts of God. Each party shall resume performance pursuant to the provisions of this Agreement upon the abatement of the *force majeure*.

25. *Forum Selection and Jurisdiction.* These Terms shall be construed pursuant to Florida law without reference to its choice of law provisions. Any lawsuit brought to interpret or enforce these Terms shall be filed in the federal and/or state courts situated or with jurisdiction over Hillsborough County, Florida. Each party waives any defense of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

26. *Relationship of the Parties.* Nothing herein shall be deemed to create a partnership or joint venture of the parties or construed to form an employment relationship. The parties are independent contractors, and neither has or shall hold itself out as having authority to bind the other to any debt, obligation, or liability.

AGREED TO, UNDERSTOOD, and ACKNOWLEDGED on _____:

[COMPANY NAME]
[SIGNATORY NAME]

[PROVIDER NAME]

APPENDIX A
PRODUCTS

Product Descriptions

Product	Crowding and Spacing	Price	Number of Aligners (Uppers and Lower)	Expected Treatment Time
3-3	Canine to Canine	up to 3 mm	\$699 up to 10 per arch	28 weeks
5-5	Pre-Molar to Pre-Molar	up to 6 mm	\$1,199 up to 20 per arch	48 weeks
7-7	Molar to Molar	up to 8mm 1	\$1,499 up to 30 per arch	Unknown

*Prices are subject to change.

APPENDIX B

INFORMED CONSENT CONSIDERATIONS

The outcome of the following movements are less predictable than other movements:

- Severe de-rotations of cylindrically shaped teeth
- Complex extrusions (particularly of posterior teeth, high canines)
- Large translations (often associated with premolar extractions)

Doctors who are experienced with the treatment options and/or product(s) find an increased degree of success with these movements, and many doctors have incorporated simple auxiliary techniques to help achieve the desired outcome by using supplemental buttons, elastics or other auxiliary appliances in combination with the aligners. Some clinical techniques are not compatible with certain treatments.

General Risks

Patient's failure to wear the appliances for the required number of hours per day, not using the products as directed by Doctor, missing appointments, and erupting or atypically shaped teeth can lengthen the treatment time and affect the ability to achieve the desired results.

It is the Doctor's responsibility to convey the general risks to their patient.

General Risks include:

- a. Tooth decay, periodontal disease, inflammation of the gums or permanent markings (e.g. decalcification) may occur if patients consumes foods or beverages containing sugar or does not brush and floss their teeth properly while wearing ClearFit™ aligners.
- b. Aligners may cause a temporary increase in salivation or mouth dryness and certain medications can increase this effect.
- c. The bite may change throughout the course of treatment and may result in temporary patient discomfort.
- d. Discomfort may be experienced with first aligner in the series and after switching to the next aligner in the series.
- e. Gums, cheeks and lips may be abraded by aligner trim.
- f. Relapse can occur after treatment completion. Consistent wearing of retainers at the end of treatment helps to reduce this tendency.
- g. The aligners may temporarily affect speech and may result in a lisp, although any speech impediment caused by the ClearFit™ products should disappear within one or two weeks.
- h. Attachments may be bonded to one or more teeth during the course of treatment to facilitate tooth movement and/or appliance retention. Attachments will be removed after treatment is completed.
- i. Attachments may fall off and require replacement.
- j. Attachments may crack, break or wear. Doctor must check attachment position and size on a regular basis.
- k. Teeth may require interproximal recontouring or slenderizing in order to create space needed for dental alignment to occur. Risks include: devitalization, enamel ledging or gum discomfort.

- l. In rare instances, slight superficial surface wear of the aligner may occur where patients may be grinding their teeth or where the teeth may be rubbing and is generally not a problem as overall aligner integrity and strength remains intact.
- m. Existing dental restorations (e.g. crowns) may become dislodged and require re-cementation or in some instances, replacement.
- n. General medical conditions and/or use of medications can affect orthodontic treatment.
- o. At the end of orthodontic treatment, the bite may require adjustment (“occlusal adjustment”).
- p. Atypically shaped, erupting and/or missing teeth may affect aligner adaptation and may affect the ability to achieve the desired results. Peg laterals may need to be restored before treatment.
- q. Treatment of severe open bite, severe overjet, mixed dentition, and/or skeletally narrow jaw may require supplemental treatment in addition to aligner treatment. ClearFit™ may not be the ideal treatment solution for severe malocclusions.
- r. Supplemental orthodontic treatment, including the use of bonded buttons, orthodontic elastics, auxiliary appliances/dental devices (e.g. temporary anchorage devices, sectional fixed appliances), and/or restorative dental procedures may be needed for more complicated treatment plans where aligners alone may not be adequate to achieve the desired outcome.
- s. Teeth which have been overlapped for long periods of time may be missing the gingival tissue below the interproximal contact once the teeth are aligned, leading to the appearance of a “black triangle” space. Additional restorative or periodontal treatment may be needed at the end of treatment to idealize the esthetic outcome.
- t. Aligners are not effective in the movement of dental implants. Aligners may cause failure of dental implants.
- u. Health of the bone and gums which support the teeth may be impaired or aggravated.
- v. Oral surgery may be necessary to correct crowding or severe jaw imbalances that are present prior to wearing the product. If oral surgery is required, risks associated with anesthesia and proper healing must be considered prior to treatment.
- w. A tooth that has been previously traumatized or significantly restored may be aggravated. In rare instances the useful life of the tooth may be reduced, the tooth may require additional dental treatment such as endodontic and/or additional restorative work and the tooth may be lost.
- x. Short clinical crowns can pose appliance retention issues and inhibit tooth movement. In some cases, the teeth may need to be restored before aligner treatment can begin.
- y. The length of the roots of the teeth may be shortened during orthodontic treatment and may become a threat to the useful life of teeth. In some cases, treatment may need to be discontinued early.
- z. Product breakage is more likely in patients with severe crowding and/or multiple missing teeth. ClearFit™ is not responsible for the breakage in these circumstances.
- aa. Retainers will need to be re-made whenever any dental work is done, including simple fillings.