

Privacy Policy

In addition to reviewing this Agreement, you should also read our [Privacy Policy](#) to better comprehend how we collect and use your personal information. Your use of the Site constitutes your agreement to the terms and conditions of the Privacy Policy.

Changes to Agreement and Additional Rules of Usage

SmileDirectClub reserves the right, at any time and without prior notice, to modify, alter or update this Agreement. The date of the most recent revision will appear on this page. Continued access to the Site and use of the Services by you will constitute your acceptance of any changes or revisions to the Agreement.

SmileDirectClub also reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Site, which may be posted in the relevant parts of the Site, and will be clearly identified. Your continued use of the Site constitutes your agreement to comply with these additional rules.

Suspension or Termination of Your Use

Your failure to follow the requirements of this Agreement may result in suspension or termination of your access to the Services, without notice, in addition to SmileDirectClub's other remedies. SmileDirectClub further reserves the right to terminate, without notice, any user's access to or use of the Site for any reason.

Ownership of the Site and Site Information

The Site is expressly owned and operated by SmileDirectClub. Unless otherwise noted, the design and content features on the Site, including information and other materials, illustrations, product layout and design, icons, navigational buttons, images, artwork, graphics, photography, text, data, audio sound, software and the like, as well as the selection, assembly and arrangement thereof (the "Site Information"), are owned by SmileDirectClub or its affiliates or are licensed from third party service providers by SmileDirectClub. The Site, as a whole and in part, is protected by copyright, trademark, service mark, trade name, and other intellectual property and other proprietary rights, and all other applicable rights are reserved.

Site Information is Provided "As Is"

Site Information is provided "as is" with all faults. You use the Site Information, as authorized herein, at your own risk. Site Information may contain errors, omissions, or

typographical errors or may be out of date. The Site may change, delete or update any Site Information at any time and without prior notice.

Use of the Service By You

You may view and use the Site Information only for your personal information and for shopping and ordering on the Site. Except as set forth in this Agreement, the Site does not grant to you any right to use, reproduce, copy, modify, transfer, display, publish, sell, license, create derivative works, publicly perform, or distribute by any means, method or process any Site Information. Your right to use the Site and the Services is personal to you -- you may not authorize others to use the Site and the Services, and you are responsible for all use of the Site and the Services by you and by those you allow to use, or provide access to, the Site and the Services. You agree to use the Site and the Services only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

Non-Commercial Use Only

The Site is for the personal use of individuals only and may not be used in connection with any commercial endeavors. Organizations, companies and/or businesses may not use the Services, the Site Information or the Site for any purpose without written consent of or agreement with SmileDirectClub. You agree not to make use of Site Information by publication, re-transmission, distribution, performance, caching, or otherwise, except as permitted by law or as expressly permitted in writing by this Agreement or SmileDirectClub. Illegal and/or unauthorized uses of the Site, including efforts to collect usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Site, will be investigated and appropriate legal action will be taken, including without limitation, civil, criminal and injunctive redress.

Eligibility to Use the Site and the Services

The Site and the Services are not intended for users under the age of 18. To register for any Services offered on the Site, you must be 18 years of age or older. If you are a minor under the age of 18, you may only use the Site in conjunction with your parents or guardians. SmileDirectClub does not knowingly collect personally identifiable information from users under the age of 13. Children under 13 should not use the Site. If a child under 13 submits information through any part of the Site, and SmileDirectClub becomes aware that the person submitting the information is a child, we will attempt to delete this information as soon as possible.

Freight Term, Title Transfer

Unless otherwise agreed products shall be shipped "F.O.B Origin" (SmileDirectClub's warehouse), regardless of prepaid freight by SmileDirectClub or express freight paid by the customer. Title to and risk of loss to products shall pass to Buyer upon shipment. Neither the time method nor place of payment, method of shipment, form of shipping document, nor place of acceptance of Buyer's order shall alter the foregoing.

Disclaimer or Warranty and Limitation of Liability

You acknowledge that you are using the site and the services at your own risk. The site, the site information and the services are provided "as is," and to the full extent permitted by applicable law, SmileDirectClub, its affiliates and its third party service providers hereby expressly disclaim any and all warranties, express and implied, including, without limitation, any warranties of accuracy, completeness or reliability, title, noninfringement, merchantability or fitness for a particular purpose, or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form. SmileDirectClub, its affiliates, and its third party service providers do not represent or warrant that access to the site and its services will be uninterrupted or that there will be no failures, errors or omissions, or loss or security breach of transmitted information, or that no viruses will be transmitted through access to or use of SmileDirectClub.com.

SmileDirectClub its affiliates and its third party service providers shall not be liable to you or any third parties for any direct, indirect, special, consequential or punitive damages arising out of this agreement, the provision of services hereunder, the sale or purchase of any merchandise ordered through the site, your access to or inability to access the site, site information, or services, including for viruses alleged to have been obtained from the services, your use of or reliance on the services, the site information or materials available through third party sites linked to the site, regardless of the type of claim or the nature of the cause of action, even if advised of the possibility of such damages. Some states do not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you. You may also have other rights that vary from state to state.

You hereby agree to release SmileDirectClub, its affiliates and third-party service providers, and each of their respective directors, officers, employees, and agents from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed ("claims"), arising out of or in any way connected with your use of this site and its services. If you are a California resident, you waive California civil code section 1542, which states, in part: a general release does not extend to claims which

the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Electronic Communications

When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Jurisdiction and Governing Law

SmileDirectClub makes no representation that the Site Information, the Services or products offered through the Site are appropriate, available or legal in any particular location. Those who choose to access the Site Information, the Services and products offered through the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of Michigan and any action based on or alleging a breach of this Agreement must be brought in a state or federal court located in Southeastern Michigan. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

SmileDirectClub.com is for Use in the United States

The Site is hosted in the United States and is intended for users located in the United States. If you are a non-U.S. user of the Site, by visiting the Site, using its Services and/or providing us with any Content, you agree to comply with all applicable laws governing the Site, its Services, online conduct and acceptable Content. You further agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside.

Trademark Notice

SmileDirectClub and the Site names, logos, and other identifying marks are the property of SmileDirectClub. Other featured words or symbols, used to identify the source of merchandise or services, may be the trademarks of their respective owners.

SMS Short Code Terms & Conditions

If you provide your mobile phone number, we may use this information to send you transactional SMS updates about your requests, orders, and treatment via SMS short codes: 36106, 44864, 53651, 80812, 26495. Number and size of messages will vary per user based on evaluation/treatment length and stages. Reply 'STOP' to any SMS message to unsubscribe from SMS updates. Reply 'HELP' to get help or call 800-848-7566. SmileDirectClub does not charge any users fees to send or receive text messages. However, message and data rates may apply from your mobile carrier. We support the following mobile carriers: AT&T, Sprint, T-Mobile, Verizon Wireless, Metro PCS, Nextel, Virgin Mobile, U.S. Cellular, and others. The wireless carriers are not liable for delayed or undelivered message. SmileDirectClub will not be liable for any delays in the receipt of any SMS messages connected with our SMS Gateway. Delivery of SMS messages is subject to effective transmission from your wireless service provider/network operator. SmileDirectClub respects your privacy. We will only use the information you provide to transmit text messages to you. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, to protect our rights or property. Text messages through your wireless carrier / service provider are not secure messages through encryption or similar technology, and therefore you should take care to include only the content you wish to share in the texts to our Customer Care agents. SmileDirectClub respects your right to privacy. You can view our privacy policy [here](#).

How Does the SmileDirectClub Aligner System Work?

SmileDirectClub's aligner system is a series of invisible, BPA-free plastic aligners which apply subtle pressure to gradually shift your teeth. The invisible aligners are made to be worn in a specific sequence. Each new aligner will gradually shift teeth. While every case is unique to each patient, the process typically takes approximately 4 to 8 months to complete. During treatment an optional teeth whitening system may be used. You should be aware of the benefits, inconveniences and risks related to using aligners and teeth whitening products. Please be advised that we may not be able to achieve all aspects of your chief complaint. This is due to factors beyond our control, including the guidelines and parameters we must follow with remote clear aligner therapy. However, with your chief complaint in mind, we will provide you with the best possible outcome that can be achieved, if you are a candidate for treatment with SmileDirectClub. Feel free to contact the SmileDirectClub patient care team to discuss any concerns you may have.

Aligner Benefits

- **DISCREET** – The aligners are made of clear, BPA-free plastic. The trays are thin, light weight and nearly invisible when worn; many people won't know you're wearing them.
- **HYGIENE** – Aligners allow you to eat, brush and floss normally, and the process of using aligners may improve your oral hygiene habits.

Whitening Benefits

- **WHITE TEETH** – The whitening system may lighten the color of your teeth by removing stains.

Aligner Risks

- **DISCOMFORT** – Your mouth is sensitive so you can expect an adjustment period and some minor discomfort from moving your teeth. You may also experience gum, cheek or lip irritation when you initially use an aligner while these tissues adjust to contact with the aligner trays.
- **ALLERGIC REACTION** – It is possible for some patients to become allergic to the materials used to create your aligners. If you experience a reaction, please discontinue use and inform us and your primary care provider immediately.
- **TEMPORARY SIDE EFFECTS** – You may experience temporary changes in your speech or salivary flow while using aligners because of the presence of the aligner tray in your mouth.

- **CAVITIES, GUM OR PERIODONTAL DISEASE** – Cavities, tooth decay, periodontal disease, gingival recession, inflammation of the gums or permanent markings (e.g. decalcification) may occur or accelerate during use of aligners. These reactions are more likely to occur if you eat or drink lots of sugary foods or beverages, or do not brush and floss your teeth before inserting the aligners, or do not see a dentist for preventative check – ups at least every six months. In addition, in some circumstances discoloration or white spots may occur; small cavities may increase in size, causing sensitivity and in some cases pain or tooth breakage; gingival inflammation may increase causing soreness and or bleeding. If underlying periodontal conditions persists unchecked, they may become more prevalent leading to tooth loss. You may have to discontinue aligner treatment. All of these symptoms will require you to seek care from a dentist of your choice.
- **SHORTENING OF THE ROOTS/RESORPTION** – The roots of some patients' teeth become shorter (resorption) during use of aligners. It is not possible to predict which patients will experience it, but patients who have had braces in the past are at higher risk. Resorption can impact the long – term health of teeth. If resorption is detected by your family dentist during orthodontic treatment, treatment may need to be discontinued or eventual tooth loss could occur. If a primary (or "baby") tooth is present, any orthodontic movement would accelerate the resorption process leading to its loss.
- **DAMAGE NERVES IN TEETH** – Tooth movement may accelerate nerve damage or nerve death resulting in a root canal, other dental treatment, or loss of the tooth. It is not possible to predict which patients may experience nerve damage., but patients who have experienced tooth injury or had restoration work on a tooth are at higher risk. If your family dentist detects nerve damage prior or during your aligner treatment, treatment may need to be discontinued or eventual tooth loss could occur.
- **TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)** – Problems may occur in the jaw joints during aligner therapy causing pain, headaches or ear problems. The following factors can contribute to this outcome: past trauma or injury, arthritis, hereditary history, tooth grinding or clenching and some medical conditions.
- **IMPACTED AND SUPERNUMERARY TEETH** – Teeth may become impacted or trapped below the bone or gums. Sometimes some patients are born with "extra" or supplementary teeth. If you have impacted, un – erupted or supplementary teeth, aligners are not an ideal option.
- **SUPRAERUPTION** – If a tooth is not properly covered by an aligner, it may migrate outwards (supraeruption) leading to difficulty cleaning, gum disease, tooth decay and loss of tooth.

- **PREVIOUS DENTAL TREATMENT** – Aligners will not move implants and may not be effective on some dental restorations, such as bridges. Additionally, dental restorations, such as crowns, veneers, or bridges, may require replacement due to tooth movement.
- **ORAL PIERCINGS** – Piercings are contraindicated during aligner therapy and therefore should be removed during treatment. In some circumstances, failure to do so could result in fractures aligners or broken teeth leading to termination of aligner treatment.
- **BONDED RETAINER** – I am aware that if I agree to have my bonded retainers, attachments or buttons digitally removed for purposes of creating my treatment plan and expect to treat the arch on which they are placed at the time of my imaging, I am responsible for having such bonded retainers, attachments or buttons removed by my dentist before beginning aligner therapy treatment. I am also responsible for consulting with my dentist regarding the potential consequences of their removal and obtaining, at my own expense, all dental care required for their removal. I am aware that invisible aligners cannot move my teeth effectively with these devices in place and that they must be removed prior to commencing my treatment with the SmileDirectClub aligner.
- **OTHER RISKS** – Orthodontic treatment and the movement of teeth bring inherent and potential risks and side effects. In the case of aligner therapy such risks include, but are not limited to, discomfort, swelling, sensitivity, numbness, sore jaw muscles, allergic reaction to dental materials, and unforeseen conditions that may be revealed during treatment which may necessitate extension of the original procedures or the recommendation of other patient – specific procedures. Additionally, the tissue attachment between the front teeth may become inflamed which is a common result of aligner therapy. The procedure required to treat this, known as a frenectomy, is not a part of my SmileDirectClub treatment, but is a recommended adjunctive treatment for the best outcome and long-term stability of my smile.
- **SAFETY** – Aligners may break, be swallowed or inhaled. You may also have an allergic reaction to the materials used in the aligners.
- **GENERAL HEALTH PROBLEMS** – Overall medical conditions such as bone, blood or hormonal disorders, and many prescription and non – prescription drugs (including bisphosphonates) can affect the movement of the teeth and the outcome.
- **DURATION AND RESULT** – The length of time you wear the aligners and the results depend on many factors, including, but not limited to: the severity of your case, the shape of your teeth, or the amount of time you wear the aligners per day. The average person generally wears the aligners for 4 – 8 months, but your particular rate of tooth movement is impossible to predict and could take longer. If the duration is extended beyond the original estimate, additional fees

may be assessed. Difficult cases may require IPR and/or extractions with traditional braces for ideal results.

- **RETAINERS** – Teeth may move again after you stop wearing the aligners. Retainers will be required to keep your teeth in their new positions for a lifetime. Your retainer should be worn full – time for 2 weeks and then nightly from then on. You can expect a retainer to last about one year, but this can vary greatly from patient to patient.
- **BITE ADJUSTMENT** – Your bite may change during treatment and may result in temporary discomfort. Your bite may require adjustment after use of the aligners.
- **AGREEMENT TO ARBITRATE** – I hereby agree that any dispute regarding the products and services offered by my SmileDirectClub and/or affiliated dental professionals, including but not limited to medical malpractice disputes, will be determined by submission to arbitration and not my lawsuit filed in any court, except claims within the jurisdiction of Small Claims Court. I understand that to initiate the arbitration, I must send a Demand for Arbitration via U.S. Mail, postage prepaid to Alex Fenkell, SmileDirectClub, LLC, Bank of America Plaza, 414 Union Str., 8th Floor, Nashville, TN 37219, Nashville, Tennessee 37203. The Demand for Arbitration must be in writing to all parties, identify each defendant, describe the claim against each party, and the amount of damages sought, and the names of the Patient and his/her attorney. I agree that the arbitration shall be conducted by a single, neutral arbitrator selected by the parties and shall be resolved using the rules of the American Arbitration Association.
- **BLACK TRIANGLES** – Teeth which have been overlapped for long periods of time may be missing the gum tissue and when these teeth are aligned, a "black triangle" appears below the interproximal contact.

Whitening Risks

- **TYPE OF DISCOLORATION** – The whitening system will not lighten all teeth or restorations in teeth. Blue, gray, multi – colored, or striped discoloration may not respond to whitening. If you have gum recession or periodontal disease, the area of the tooth near the gum line may not respond to the whitening. Similarly, fillings, cavities or other damage will not lighten. Use of cigarettes, wine, coffee, tea, and similar stain producing agents will also slow whitening process.
- **WHITE/TOOTH COLORED FILLINGS** – White or tooth colored fillings will not lighten or may become softer after using the whitening system. These fillings may need to be replaced after whitening to match lighter teeth or if they become soft.

- **SENSITIVITY AND IRRITATION** – Gum irritation may arise from excessive use of whitening system, as throat irritation if whitening agent is swallowed. Tooth sensitivity may occur during initial use. In addition, discomfort and possible permanent nerve damage can arise if whitening agent leaks into damaged or cracked teeth fillings.
- **REVERSIBLE** – Whitened teeth can darken again over time. Reduction of certain types of foods and beverages will reduce staining of teeth.

Healthy Teeth & Gums

SmileDirectClub aligners are most effective if your teeth and gums are healthy. It is your responsibility to see a dentist within 6 months prior to starting SmileDirectClub aligners, to verify that your teeth and gums healthy prior to using SmileDirectClub aligners. It is also your responsibility to maintain and have follow-up dental care during and after SmileDirectClub aligner therapy.

My dentist cleaned my teeth. My dentist took x-rays of my teeth. My dentist checked for and repaired cavities, loose or defective fillings, crowns or bridges. My dentist checked my x-rays and I have no shortened or resorbed roots. My dentist checked my x-rays I have no impacted teeth. My dentist has probed or measured my gum pockets and says I do not have periodontal or gum disease. My dentist performed a full oral-cancer screening in the last 6 months and I do not have oral cancer. I have no pain in any of my teeth. I have no pain in my jaws. I have no loose teeth. I have no “baby teeth” and all of my permanent teeth are present.

Informed Consent

TELEHEALTH I hereby consent to engaging in telehealth with SmileDirectClub, as part of my aligner treatment. I understand that "telehealth" includes the practice of health or dental care delivery, diagnosis, consultation, treatment, transfer of medical/dental information, both orally and visually, to an affiliated SmileDirectClub licensed dental professional within my state.

I further consent to SmileDirectClub sharing my personal and medical information with third parties, business associates, or affiliates for the purposes of treatment planning and/or manufacturing purposes.

I certify that I can read and understand English. I acknowledge that SmileDirectClub has not made any guarantees or assurances to me. I have read this form and fully understand the benefits and risks listed in this form related to my use of SmileDirectClub aligners and whitening system. I have had an opportunity to discuss and ask any questions to a SmileDirectClub provider about the use of

SmileDirectClub aligners. I understand that SmileDirectClub cannot guarantee any specific results or outcomes. I further understand that my SmileDirectClub invisible aligner treatment will only address the alignment of my teeth and will not correct my existing bite condition. In order to correct the current condition of my bite, I will need to seek more comprehensive treatment via local dental professional. Because I am choosing not to engage the in – patient services of a local dental professional, I understand and accept that my teeth will be straighter than they currently are but may still be compromised.

I hereby grant SmileDirectClub the right to use photographs taken of my dental treatment and my first name for educational and/or marketing purposes. I acknowledge that since my participation is voluntary, I will receive no financial compensation and agree that my participation is voluntary, I will receive no financial compensation and agree that my participation confers upon me no right of ownership. I release SmileDirectClub from liability for any claims by me or any third party in connection with my participation or use of the invisible aligner treatment.

In the event that SmileDirectClub ("SDC") determines that I am not an appropriate candidate for SDC treatment, but that I am a candidate for more – advanced clear aligner treatment, I hereby consent to having all of my records in SDC's possession (including without limitation dental impressions, digital scans, photographs, and medical history documentation) sent to Align Technology, Inc. for further review and treatment planning, including, but not limited to, contacting me to refer my case to an Invisalign – certified provider of my choosing or to market and sell me Invisalign products or services.