



By signing below, I acknowledge that I am enrolling myself into the SmileMore Dental Saving Plan, to be used exclusively at the dental office where I enrolled. SmileMore Dental Saving Plan, Global Health Enterprises, LLC, and its parents, subsidiaries, affiliates, partners, principals, officers, shareholders, owners, employees, agents or representatives (hereinafter collectively referred to as "SmileMore Dental Saving Plan") makes no warranties concerning the quality of care received. Providers are responsible for the professional advice and treatment provided to members. Members agree that SmileMore Dental Saving Plan and its administrators shall have no liability for providing or guaranteeing service or the quality of service rendered at participating providers. I further understand that the SmileMore Dental Savings Plan is a discount dental plan and is NOT A REGISTERED DENTAL INSURANCE PLAN and THIS IS NOT A MEDICARE PRESCRIPTION DRUG PLAN. As a result, I will incur out-of-pocket expenses which are due to the provider at the time services are rendered. I understand that SmileMore benefits begin immediately when my enrollment fee is paid in full.

Terms and Conditions.

This site and related services are provided subject to my compliance. My continued use of this site indicates that I agree to be bound by the Terms and Conditions of Use. If I do not agree to be bound by the Terms and Conditions of Use, I will exit this site promptly. The dental office where I enrolled may revise and update the Terms and Conditions of Use at any time. It is my responsibility to review the terms, conditions, and privacy statements posted on this website each time I enter the site. Continued use of this website will be considered as acceptance of any changes to the Terms and Conditions. Certain provisions of the Terms and Conditions may be superseded by expressly designated legal notices or terms on particular pages at this site.

1 No Medical Advice or Expectation of Privacy. SmileMore Dental Saving Plan does not provide, nor shall anything in these Terms & Conditions be interpreted as constituting, the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. You should always discuss medical or dental questions with your physician or other health care provider. I further understand that the person or entity that receives information I provide in relation to enrollment or participation in the SmileMore Dental Saving Plan is not a health care provider or health plan covered by federal privacy regulations, and information submitted may be re-disclosed and is not protected by these regulations. The Personal information collected during the checkout process will only be used to process your credit card payment. We do not retain your credit card data. We do not share or sell your personal information.

2 Binding Agreement. Electronic information. I hereby consent to the exchange of information and documents electronically over the Internet or by e-mail, and I understand that this electronically displayed information shall be the equivalent of a written paper agreement. I have the right to receive this agreement in non-electronic form and I may request a non-electronic copy of this agreement either before or after I accept the terms of this agreement.

3 Billing. I authorize the dental office to charge my credit card, or debit card, for the SmileMore enrollment fee(s). I also agree to pay the dental office all charges pursuant to the fee schedule in effect at the time of service for any dental services provided under the SmileMore program. I acknowledge that individual procedure prices on the SmileMore fee schedule are reviewed or amended annually, or more frequently, as needed, or as new services or procedures become available. The dental office where I enrolled reserves the right to correct any errors or mistakes that may have been made on billing, even if the dental office has already requested or received payment. FL, LA, MS, ND, OK, RI, SC, SD and TX residents: Member shall receive a full refund of the enrollment fee(s) if membership is cancelled within the first 30 days after the effective date. AR and TN residents: A refund of all fees will be issued if membership is cancelled within the first 30 days. MD Residents: The enrollment fee(s) (minus \$5.00) will be refunded if canceled within the first 30 days. MA Residents: The plan is not insurance coverage and does not meet the minimum creditable coverage requirements under M.G.L. c. 111M and 956 CMR 5.00.

4 Automatic Membership Renewal. I acknowledge that my SmileMore enrollment automatically renews on the anniversary date so that there is no lapse in my SmileMore benefits. I authorize the dental office to charge my credit or debit card for the renewal fees on the anniversary date of my enrollment. I understand that if the dental office implements any changes to the SmileMore enrollment fees that are different from what have authorized today, the dental office will notify me electronically or in writing prior to charging my credit or debit card for the automatic renewal. I understand that I may cancel and terminate authorization of this renewal so long as my notice of cancellation is received by the dental office at least 30 days prior to my anniversary date. The dental office where I enrolled reserves the right to require a termination of authorization or change in payment method in writing.

5 Payment of Membership Fees. I hereby authorize the dental office to charge the credit card that I provide for my SmileMore membership and renewals. THE PATIENT AND ANY OTHER PERSON RESPONSIBLE FOR PAYMENT HAS THE RIGHT TO REFUSE TO PAY, CANCEL PAYMENT, OR BE REIMBURSED FOR A PAYMENT FOR ANY OTHER SERVICE, EXAMINATION OR TREATMENT WHICH IS PERFORMED AS A RESULT OF AND WITHIN 72 HOURS OF RESPONDING TO THE ADVERTISEMENT FOR THE FREE, DISCOUNTED FEE, OR REDUCED FEE SERVICE, EXAMINATION OR TREATMENT. ADDITIONAL CHARGES MAY BE INCURRED FOR RELATED SERVICES WHICH MAY BE REQUIRED IN INDIVIDUAL CASES.

6 Site Information. Information displayed on this website is subject to modification without notice. SmileMore Dental Saving Plan reserves the right to modify such information without any obligation to notify past, current or prospective website users. Some services may not be available in certain areas. SmileMore Dental Saving Plan makes no representations that the materials on this website are appropriate or available for use in other states or other countries besides the United States. Those who do access this website from other states or countries are solely responsible for compliance with the laws of such state or country. All offers set forth on this website are void where prohibited, and are subject to the posting of any official rules pertaining to such offers.

7 Intellectual Property Rights. All copyrightable text, audio, video, graphics, charts, photographs, icons, and the design, selection, and arrangement of content in any medium on this website are copyrighted by SmileMore Dental Saving Plan, unless otherwise noted. The distinctive and original layout and presentation of this website also constitutes protectable trade dress under applicable federal law. In addition, many proprietary names and marks belonging to SmileMore Dental Saving Plan appear throughout this website. This website may also contain references to third-party marks, and copies of third-party copyrighted materials, which are the property of their respective owners. Any unauthorized use of any trade dress, marks, or any other intellectual property belonging to SmileMore Dental Saving Plan or any third party is strictly prohibited, and will be prosecuted to the fullest extent of the law.

8 NO WARRANTIES. SMILEMORE DENTAL SAVING PLAN PROVIDES THE WEBSITES AND ALL CONTENT AND SERVICES SOLELY ON AN "AS-IS/AS-AVAILABLE" BASIS. SAVE TO THE EXTENT REQUIRED BY ANY MANDATORY APPLICABLE LAW. NONE OF THE WEBSITES, CONTENT OR SERVICES ARE SUBJECT TO ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT. SMILEMORE DENTAL SAVING PLAN DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR SERVICES. IN ADDITION, SMILEMORE DENTAL SAVING PLAN DOES NOT GUARANTEE THAT PROVISION OF THE WEBSITES OR ANY SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY SERVICE WILL CONTINUE TO BE AVAILABLE.

9 NO LIABILITY FOR DAMAGES. EXCEPT AS REQUIRED BY ANY APPLICABLE MANDATORY LAW, IN NO EVENT WILL SMILEMORE DENTAL SAVING PLAN OR ANY OF THEIR RESPECTIVE OWNERS, PARTNERS, EMPLOYEES, VENDORS OR AGENTS, BE LIABLE WITH RESPECT TO THIS AGREEMENT, ANY WEBSITE, ANY CONTENT OR ANY SERVICE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOSS OF PROFITS, DATA, OPPORTUNITY, SAVINGS OR INTEREST, OR ANY PENALTIES OR ASSESSMENTS IMPOSED UNDER LAW. EXCEPT AS REQUIRED BY ANY APPLICABLE MANDATORY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF SMILEMORE DENTAL SAVING PLAN OR ANY OF THEIR RESPECTIVE OWNERS, PARTNERS, EMPLOYEES, VENDORS AND AGENTS WITH RESPECT TO ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT, ALL WEBSITES, ALL CONTENT AND ALL SERVICES EXCEED AN AMOUNT EQUAL TO ONE HUNDRED UNITED STATES DOLLARS. THIS PARAGRAPH SHALL NOT APPLY TO THE EXTENT THAT ANY LIABILITY MAY NOT BE EXCLUDED UNDER APPLICABLE MANDATORY LAWS. THE EXTENT OF THIS EXCEPTION WILL DEPEND ON THE COUNTRY IN WHICH YOU RESIDE AND THE CAPACITY IN WHICH YOU USE THE WEBSITES.

10 Third-Party Websites. This website may link to, or be linked to, other websites not maintained by or related to SmileMore Dental Saving Plan. Such links are provided only as a service to our visitors. SmileMore Dental Saving Plan is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked or linking website, unless specifically stated therein. SmileMore Dental Saving Plan has not reviewed all such websites and is not responsible for the content, accuracy, or policies of any such websites. Linking to any other pages or websites is at your own risk.

11 Indemnification. You agree to indemnify, defend and hold harmless SmileMore Dental Saving Plan, Global Health Enterprises, LLC, its officers, representatives, directors, employees, consultants and agents from any and all losses, expenses, third-party claims, liabilities, damages and costs (including without limitation attorneys fees) arising from your use of this website, your use of any material, information or data downloaded or otherwise obtained from this website, or your violation of these Terms & Conditions, including without limitation, your infringement of any intellectual property or other right of SmileMore Dental Saving Plan or any other person or entity.

12 Jurisdiction. This Agreement will be governed by the laws of the State of Illinois, without regard to its rules of conflict of laws. Each party will and hereby does knowingly and voluntarily waive any right to a trial by jury in any case or controversy arising from or relating to this Agreement.

13 Waiver. SmileMore Dental Saving Plan will not be deemed to have waived any breach by you of this Agreement, except by a written waiver expressly so stating, and such waiver will not be construed as a waiver of subsequent or continued breaches. Your rights and obligations under this Agreement are personal to you and may not be assigned to any other party.

14 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will be limited to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

15 Complete Understanding. This Agreement constitutes the final and complete agreement between the parties regarding the subject matter hereof and supersedes any prior agreements.

I understand that I may cancel the SmileMore membership within 30 days of purchase with a written notice of cancellation to the dental office where I enrolled, if I have not used any services. If I decide to no longer use my SmileMore membership and I have already received dental services under the program, I understand that I will not receive a refund of the enrollment fee unless otherwise required by applicable State law as noted above.

PLAN EXCLUSIONS AND LIMITATIONS

This program is a discount plan, not a dental insurance plan. It cannot be used for the following:

- In conjunction with any other dental plan or dental insurance
- In combination with any other discount or promotion
- For services as a result of a worker's compensation case
- For referrals or specialists
- For hospitalization or hospital charges of any kind
- For costs of dental care covered under medical insurance

PROGRAM GUIDELINES

- There is a \$50 reinstatement fee if the patient does not auto-renew and allows the plan to lapse.
- The annual premium is non-refundable.
- Payment is due at the time services are rendered.

I have read and understand the Terms and Agreements, and I agree to them.

Signature _____ Printed Name _____ Date _____