

SmileLABS™ Customer Purchase Agreement

Informed Consent, No Guarantee, Assumption of Risk, Waiver, and Release of Liability ("Agreement"):

| | | |
|----------------------------------------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------|
| First: _____ | Last: _____ | Date: _____ |
| Birthdate: _____ | Address: _____ | City: _____ |
| Zip: _____ | Phone: _____ | Email: _____ (Collectively the "Customer") |
| Product Price: \$ _____ | Other Price: \$ _____ | Total: \$ _____ |
| Payment: <input type="checkbox"/> Cash | <input type="checkbox"/> Giftcard | <input type="checkbox"/> Credit Card: Type _____ Card # _____ Exp _____ <input type="checkbox"/> Check #: _____ |

| |
|-------------------------------------------|
| Your Authorized SmileLABS™ Dealer: |
| Salesperson: _____ |
| Dealer Name: _____ |
| Phone Number: _____ |

| |
|-----------------------------------------------------------------|
| For Official Use Only, Please Do Not Write In This Area: |
| Starting Shade: _____ Ending Shade: _____ |
| Notes: _____ |
| _____ |

1. Informed Consent and Acknowledgement that Customer Understands and Assumes the Risks of the Use and Application of Teeth Whitening Products.

The SmileLABS™ photosensitive peroxide-based teeth whitening gel is self-applied to your teeth and it is activated by our accelerator light to speed up the bleaching process. During your treatment, you may experience a slight tingling or fizzing sensation against your teeth, which is normal, but you should not experience any discomfort or pain. If you do experience discomfort or pain during use of the product, immediately notify the Salesperson by raising your hand and discontinue use immediately.

People with overall healthy gums and teeth, whose teeth are stained or which have yellowed over time, often have the most dramatic results. Your oral hygiene, lifestyle, and genetics determine the current shade of your teeth. SmileLABS™ teeth whitening gel removes most stains and visibly brightens the teeth, but will not result in a different shade from your natural genetically-determined tooth color. It will not change the color or whiten fluorosis- or tetracycline-stained teeth, nor will it change the color of crowned, capped, veneered, or bonded teeth. Occasionally, customers report little or no whitening results.

Each person's teeth react differently to photosensitive peroxide-based teeth whitening gel and individual results may vary. All of SmileLABS™ teeth whitening products are over-the-counter teeth whitening treatments, that are a self-applied, or do-it-yourself, cosmetic teeth whitening regimen. The Salesperson is not a dental professional and is limited in the level of assistance and the amount of guidance that he/she can offer you during the use of SmileLABS™ products. He/she cannot and will not answer any dental or medically-related questions. Those questions should be referred to your dentist and/or physician. You as a customer are hereby informed that there are some risks regarding the misuse, misapplication, and/or mishandling of peroxide based teeth whitening gel. Improper application, over-application, misuse, and mishandling of peroxide based teeth whitening gel may cause serious skin and gingival tissue irritation which might be described as burning, bleeding, or red and/or white blanching. By signing this Agreement, you hereby agree to assume the risk that you may experience these adverse effects as a result of applying teeth whitening products to your teeth as opposed to a dental professional. After utilizing our products please see the Thank You Card provided by the Salesperson and read the recommended post-whitening instructions.

Teeth whitening products are NOT suitable for any persons that are currently pregnant or nursing, have currently unfilled holes/cavities in their teeth (intact fillings done by a dentist are fine), currently have any temporary crowns or veneers, have had oral surgery within the last 90 days, or currently have untreated gingivitis or gum disease. Furthermore, these products are NOT suitable for persons taking any medication that makes them sensitive to light, have oral piercings that cannot be removed, are under the age of 18, have allergies to latex, cannot breathe through their nose comfortably for 30 minutes or more, have a strong gag reflex, or have been advised against using teeth whitening products by their dentist. Please notify the Salesperson if any of the aforementioned items which disqualify you from using SmileLABS products. Your signature below verifies that you state and agree that you do not have any of these contraindications or conditions listed in this paragraph, that you have asked, have had answered, and understood any questions you might have regarding this process and its products, and that you have read and understood this entire SmileLABS™ Customer Purchase Agreement.

2. Customer Release and Liability Waiver:

I, the aforementioned Customer, on the one hand and the Authorized SmileLABS™ Dealer, Salesperson, SL Chandler, LLC and SmileLABS, LLC on the other hand (collectively the "Released Parties") enter this Customer Purchase Agreement. The Authorized SmileLABS Dealer and Salesperson sells SmileLABS, LLC and/or SL Chandler, LLC self-administered, do-it-yourself, cosmetic teeth whitening Products. As a material inducement to the Released Parties, I, the Customer, do hereby waive and release, indemnify, hold harmless, and forever discharge the Released Parties and its agents, employees, affiliates, successors, members, managers, and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to the products and services being provided to me by the Salesperson.

By this Waiver and Release, I assume any risk and take full responsibility and waive any claims of personal injury, death, or damage to personal property associated with the teeth whitening products and teeth whitening services provided by the Released Parties.

This Waiver and Release contains the entire agreement between the Released Parties and myself, and supersedes any prior written or oral agreements concerning the subject matter of this Waiver and Release. The provisions of this Waiver and Release will continue in full force and effect even after the termination of the services being provided to me, whether by agreement, by operation of law, or otherwise.

I have been advised by the Released Parties to consult with my dentist before utilizing any teeth whitening products. I understand that the Authorized Dealer only sells various products of SmileLABS, LLC / SL Chandler, LLC and nothing shall be construed to mean that the Authorized Dealer or Salesperson are partners, joint ventures, nor representatives of SmileLABS, LLC / SL Chandler, LLC. This agreement is governed by the laws of the State of Arizona, Maricopa County. I agree that any and all litigation arising from or related to this Agreement must be pursued in Maricopa County, which will be the sole and exclusive venue for any such action. I have read the above and certify that I, the Releasor, have healthy teeth and gums and know of no reason why I should not utilize SmileLABS™ Product(s). I, the Releasor, understand that the Released Parties are NOT dental professionals. I understand that the Released Parties do not guarantee my results or how long my teeth will maintain their new shade of white. If I pay with credit card I authorize the Released Parties to charge my card. All sales are final and there are no refunds. I understand that the use of the Product may cause my teeth to remain white for a longer period of time. I have read this document and fully understand it. I have been given the opportunity to ask questions regarding SmileLABS™ Product(s) and I am satisfied that I have been informed of, and understand SmileLABS™ Product(s). I confirm that by signing this Waiver and Release, I have given up considerable future legal rights. I have signed this Agreement freely, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this Waiver and Release.

Customer Signature _____

Date _____

Salesperson _____

Date _____