

## Terms and Conditions

Please review the following Terms and Conditions (the "Agreement") which govern your use of www.dentures.today.com (the "Site") and the goods and services (collectively, the "Services") Dentures Today, Inc. may provide to you relating to dentures, including, but not limited to scans and storage of digital information in connection therewith. Your use of the Site and/or Services will constitute your agreement to comply with the terms of this Agreement. If you cannot agree to, and comply with, this Agreement and its requirements, please do not use the Services and exit the Site.

1. **Parties.** Dentures Today, Inc. ("Dentures Today"), a Delaware corporation, may provide Services to you, subject to the terms and conditions set forth in this Agreement. "You" and "Your" shall hereinafter refer to the individual(s) who purchases, acquires or uses the Services, the Site, and/or executes this Agreement. "You" and "Dentures Today" are sometimes hereinafter referred to as a "Party" and collectively as the "Parties".
2. **Terms of Use.** By executing this Agreement, by purchasing, acquiring or using any Services, and/or by accessing the Site you agree to all terms, conditions, provisions and notices contained or referenced in this Agreement. Dentures Today expressly reserves the right, in its sole discretion, to amend, modify and/or revise this Agreement, in whole or in part, at any time and without notice to you. Your continued use of the Services and/or the Site following any amended or modification of this Agreement constitutes acceptance of any such amendments, modifications or changes. Additionally, when using any of the Services, in whole or in part, or the Site, you shall be subject to any rules or policies of Dentures Today either delivered in writing to you or posted on the Site. Any such rules and policies are incorporated by reference into this Agreement, and your use of the Services and/or the Site constitutes your agreement to comply therewith. If, at any time after the date hereof, you purchase additional Services and/or related goods or products, all sales are subject to the terms of this Agreement
3. **Privacy Policy.** Any information you submit to Dentures Today shall be subject to and in accordance with the Privacy Policy of Dentures Today. In addition to reviewing this Agreement, you should also read our Privacy Policy to better comprehend how we may collect and use your personal information. Your use of the Services and/or the Site constitutes your agreement to all terms and conditions of the Privacy Policy. The Privacy Policy is subject to amendment and modification by Dentures Today, in its sole discretion, from time to time.
4. **Suspension and Termination.** Dentures Today may terminate this Agreement for convenience at any time. Further, your failure to follow the requirements of this Agreement may result in suspension or termination of your access to and/or use of the Services or the Site, with or without notice, in addition to any other legal remedies available to Dentures Today.
5. **Ownership of the Site and Site Content.** You expressly acknowledge that the Site is owned and operated by Dentures Today and/or its assigns and affiliates. Unless otherwise indicated herein or in any amendment or modification hereto, all contents on the Site, including, but not limited to any images, text, information, illustrations, layout, design, artwork, graphics, photography, code, data, audio and software (the "Site Content"), are owned by Dentures Today and/or its assigns and affiliates or are licensed from a third party by Dentures Today. The Site, as a whole and in part, is protected by registered and/or common law copyright(s), trademark(s), service mark(s), trade name(s), and any and all intellectual property, proprietary and other applicable rights are reserved.

6. **Intellectual Property Rights.** The parties acknowledge that all trademarks, copyrights, patents and any other proprietary rights in any way related to the Services offered by Dentures Today are solely and exclusively the property of Dentures Today, or its affiliates, successors and assigns, including, but not limited to the name, Dentures Today, the Site, all Site Content, and all marketing and related materials, logos and other identifying marks.
7. **Limitation of Liability, Waiver and Liquidated Damages.** Except as expressly set forth herein, neither Dentures Today, nor its affiliates, successors, assigns, owners, members, officers, employees, agents, contractors or licensees, makes any representations or warranties of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose and any representation or warranty of accuracy, completeness, reliability, title, noninfringement, and those arising by usage in trade, course of dealing, course of performance or otherwise, and each party hereby expressly disclaims the same. Dentures Today further makes no representation or warranties that: (i) the Services and/or the Site will be uninterrupted, secure or error free; (ii) that results obtained from the use of Services will be guaranteed, unless otherwise expressly stated; (iii) that the Site Content will be from errors and inaccuracies; (iv) that the Site Content will be updated; or (v) that the Site and/or Services will be appropriate or applicable outside of the United States and/or outside of any other jurisdiction in the United States, other than as indicated. Further, Dentures Today expressly indicates that the Services and the Site are provided “as is” with any and all faults, errors or omissions. You expressly acknowledge and understand all information in this paragraph and understand that you are using the Site and/or the Services at your own risk. Further, you understand and acknowledge that the Site and/or the Services may change at any time without notice.

Dentures Today, its affiliates, successors, assigns, owners, members, officers, employees, agents, contractors and licensees shall not be liable to you or any third party for any damages, including, but not limited to, direct, indirect, special, consequential or punitive damages arising out of or related to this Agreement, the Services, the purchase of goods from Dentures Today, its affiliates, agents, contractors, licensees or any other third party, your access to or inability to access the Site, Site Content, and/or any Services, including for viruses that may have been obtained from the Site, Site Content or materials available through third party sites, or your use of or reliance on the Site or the Services, 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, and in that case the above exclusions or limitations may not apply to you, but you agree that they apply to the fullest extent of the applicable law.

You hereby agree to release, hold harmless, defend and indemnify Dentures Today, its affiliates, successors, assigns, agents, contractors and licensees, and each of their respective directors, shareholders, members, owners, officers, employees and agents from and against any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with this Agreement and/or your use of the Site and/or the Services.

You acknowledge that it is impractical and/or extremely difficult to determine the actual damages, if any, which may proximately result from a failure of the Services, because, among other things: (a) what portion, if any, of a loss and/or damage was proximately caused by a failure of the Service is uncertain; and (b) each person’s mouth may react differently to the Services, dentures or any other good or product related thereto.

You understand and agree that your recovery of damages against Dentures Today for any failure of the Services, or any act or omission of Dentures Today, is limited to the total amount you paid for the Services. In no event will Dentures Today be liable to you for any lost profits, lost savings or incidental, indirect, special or consequential damages, arising out of your use or inability to use the Site and/or the Services or products related thereto or the breach of this Agreement, even if advised of the possibility of such damages. The limitation of liability to the price you paid for the product establishes Dentures Today's exclusive liability to you, and applies where Dentures Today is alleged to be, or is found liable for any personal injury, death, property loss or damage, including, without limitation, any general, direct, indirect, special, incidental, exemplary, statutory or consequential damage, resulting from any alleged failure of a product related to the Services. This limitation of liability shall apply irrespective of cause and regardless of whether such lawsuit or other claim is based upon active or passive negligence, breach of express or implied contract or warranty, contribution, indemnification, strict or product liability, failure to comply with any applicable law, or any other fault or failure of Dentures Today, the Services or any good or product related thereto.

9. **Use of the Site and Services by You.** Unless otherwise indicated in this Agreement, you do not have any right to use, copy, reproduce, modify, redistribute, resell, lease transfer, display, publish, sell, license, rent, prepare or create derivative works, sublicense, amend, assign or distribute by any means, the Site, Site Content and/or the Services. You may not authorize others to use the Site, Site Content and/or the Services on your behalf and you expressly acknowledge and agree that you are responsible for all use of the Site, Site Content and/or the Services by you and/or anyone on your behalf (even if this is a breach of this Agreement). You agree to use the Site, Site Content and/or the Services only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.
10. **Use of the Site and Services by Minors.** The Site and the Services are not intended for use by minors. Dentures Today does not knowingly collect personally identifiable information from children under the age of 18. If Dentures Today learns that it has collected or received personally identifiable information from a child under the age of 18 without verification of a parental consent or consent of a guardian, Dentures Today will attempt to promptly delete such information. If you believe Dentures Today may have personally identifiable information about a minor without proper parental consent or consent of a guardian, please contact us as soon as possible.
11. **Non-Commercial Use Only.** The Site and the Services are only for the personal use of individuals and may not be used in connection with any commercial endeavors. Organizations, companies and/or businesses are expressly prohibited from using the Site, Site Content and/or the Services for any purpose without prior written consent of Dentures Today. You agree not to make use of Site or any Site Content by publication, re-transmission, copying, distribution, performance, caching, or otherwise, except as may be permitted in writing Dentures Today. Illegal and/or unauthorized uses of the Site and the Services is expressly unauthorized and considered a breach of this Agreement. Dentures Today reserves the right to take seek any applicable legal remedies to the fullest extent allowed by the law for any breach of the terms contained herein and/or this Agreement.
12. **Freight and Title Transfer.** Unless otherwise agreed in writing by Dentures Today, any goods shipped to you relating to the Services or the Site shall be "F.O.B Origin". This shall apply regardless of which party pays for said freight. Title to and risk of loss of said goods shall pass to you upon shipment. Neither the manner, method of shipment, time, shipping company, origin, destination, place of payment, method of payment, form of shipping document, nor place of acceptance shall alter any terms contained in this paragraph.

13. **Electronic Communications.** You hereby consent to receive communications from us electronically. We may communicate with you by email, mail or by posting to 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. If you choose to provide your mobile or cell phone number to Dentures Today, you acknowledge that Dentures Today may use your cell phone information to send you transactional SMS updates about the Site, the Services, your treatment, your orders and/or any communications with you. You acknowledge that the frequency and size of messages may vary. You acknowledge that message and data rates may apply from your mobile carrier and that you can opt out at any time by contacting Dentures Today or following instructions as may be provided.
15. **Feedback Submission.** Any comments, feedback, questions, concerns, information, suggestions, submissions, ideas and/or things you submit related to the Site and/or the Services (a "Submission") may not be considered confidential by Dentures Today. You expressly acknowledge that Dentures Today reserves the right to republish any Submission and share any Submission, internally or externally. By making a Submission, you agree to grant Dentures Today a worldwide, exclusive, royalty-free, perpetual, irrevocable license to reproduce, modify, use and/or sublicense or assign such Submission in any manner, whether or not related to the Site or the Services. You acknowledge and agree that you are responsible for the Submissions that you provide and that you have full responsibility for the Submissions, including their content, legality and/or any intellectual property contained therein. By making a Submission, you agree you have the right to make said Submission and that it will be free of any claims from any third-party. You further agree that you are solely responsible for any claims related to or arising out of such Submission, and you agree that you will defend and hold Dentures Today harmless relating to any such claim and all Submissions.
16. **Jurisdiction, Venue and Governing Law.** You agree that this Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to its conflict of law rules. Any action, claim or litigation arising under or related to this Agreement or the Services must be brought in a state or federal court located in Florida. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts. Dentures Today makes no representation that the Site, Site Content, the Services or products offered are appropriate, available or legal in any particular location. Dentures Today hereby expressly discloses, and you acknowledge, that the Services may not be available in every state and are not available outside of the United States. Those who choose to access the Site and/or the Services and any goods and products related thereto do so on their own initiative and are responsible for compliance with local laws, if and to the extent applicable.
17. **Site and Services Solely 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 and/or Services, you acknowledge and agree that you are not a permitted user of the Site, Site Content and/or Services, and you agree to comply with any and all applicable laws governing your use of the Site and/or the Services. 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.
18. **Additional Customer Duties, Responsibilities and Warranties.** Without in any way limiting the terms of this Agreement, you acknowledge and agree that: (1) it is your sole responsibility to comply with all rules, laws, statutes, codes, regulations, and/or ordinances, local, state, and federal, relevant to your use of the Site and/or the Services; and (2) the Site and the Services are for your own use and not for the benefit of any other party. You acknowledge and agree to waive any and all claims against Dentures Today, and agree to fully defend and indemnify Dentures Today, its successors,

assigns in response to any claim, demand and/or lawsuit arising out of your failure to comply with any rules, laws, statutes, codes, regulations, and/or ordinances, local, state, or federal, relevant to the use of the Site and/or the Services, including, but not limited to, those related to privacy rights, eavesdropping, surveillance, and obligations of alarm users.

19. **Default.** In the event of any breach of this Agreement by Dentures Today, you agree to provide written notice to Dentures Today specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Dentures Today to cure the breach within thirty (30) days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Dentures Today will promptly commence to cure and diligently proceed until cured. If Dentures Today cures any said breach as provided herein, this Agreement shall continue uninterrupted and Dentures Today shall not be liable to you for any said breach.
20. **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, all claims, actions, requests, or proceedings against Dentures Today must be commenced in court within one (1) year from the date of the event that resulted in the injury, death, property loss, or damage.
21. **No Third-Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be, and are, no third-party beneficiaries to this Agreement.
22. **Exclusions and Limitations.** Nothing in this Agreement is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited. Certain jurisdictions do not allow the exclusions of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by gross negligence, breach of contract, intentional acts, breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations of this Agreement which are lawful in the jurisdiction in which the use of the Site and/or the Services gives rise to the alleged damage or loss will apply to you and our liability will be limited to the maximum extent permitted by law.
23. **Entire Agreement.** The terms of this Agreement (including any policies, guidelines or amendments that may be presented to you from time to time such as policies and legal notices) constitute the entire agreement between you and Dentures Today and govern your use of the Site and/or the Services, superseding any prior agreements between you and Dentures Today.
24. **Waiver and Severability of Terms.** The failure of Dentures Today to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the specific provision at issue, and the other provisions of the Agreement remain in full force and effect.