

Terms

In General

Our mission is to make orthodontic care accessible. We seek to provide the opportunity for patients to connect with dental professionals in order to obtain quality orthodontic care.

Before CVSTOM Co (“We” or “Us”) can enroll you in the Patient Portal, you need to carefully read the following Terms of Use (“Terms of Use”). These Terms of Use describe the risks you are taking by choosing to participate in the Patient Portal. We may choose, at any time, to update or change these Terms of Use for any reason. If you continue to use the Patient Portal after we update or change these Terms of Use, your continued use constitutes your agreement to be bound by these changed Terms of Use. You should check this webpage periodically for updates and print the latest version for your records.

By clicking ‘Continue’ below, you acknowledge that you understand the terms we describe below and that you agree to this entire Terms of Use, Telehealth Consent, and Record Taking Consent set forth below.

Use Of The Patient Portal

YOUR ACCOUNT. By clicking ‘Continue’ below, you are representing that you are at least eighteen years of age and that you have the legal right to agree to these Terms of Use, register on the Patient Portal under your own name and to use the Patient Portal as authorized by the Terms of Use. You are solely responsible for keeping your password confidential and for all activities that occur under your password. You agree to prohibit anyone else from using your password and immediately notify us of any unauthorized use of your password or any other security concerns you have. We strongly recommend that you do not use the Patient Portal on public computers. We also recommend that you do not store your password through your web browser or other software. By creating an account, you expressly consent to the use of: (a) electronic means to complete these Terms of Use and to provide you with any notices given pursuant to these Terms of Use; and (b) electronic records to store information related to these Terms of Use or your use of the Patient Portal. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

SECURITY. We believe it is very important to protect information transmitted to and from this Patient Portal and will take reasonable security precautions to protect all such information. Still, we cannot guarantee that any electronic information is completely secure, and patient portal users transmit information at their own risk.

Not for emergencies. The patient portal is not for use for medical emergencies or urgent situations. If you think you may have a medical emergency, call your doctor or 911 immediately.

Privacy

By accepting this Terms of Use, you consent to the use and disclosure of personally identifiable information provided to us as outlined in our Notice of Privacy Practices, which is incorporated herein by reference. You may request a copy of the Notice of Privacy Practices from us in writing. In addition to these Terms of Use, you agree to comply with and be bound by our Privacy Statement found below, which is herein incorporated by reference.

Legal Notices And Disclaimers

By clicking 'Continue' below, You agree that no person affiliated in any way with Patient Portal has promised you anything related to its current or future operations. We can interrupt the Patient Portal and/or the services offered at any time and for any reason to any user. By agreeing to the Terms of Use, you are expressly recognizing that we cannot guarantee that the Patient Portal provides secure protection for any information that you or your orthodontist provide.

The website and all content is provided on an "as is" and "as available" basis. You expressly agree that your use of this website and content is at your sole risk. Practice, its affiliates, partners and service providers make no representations or warranties of any kind, express or implied as to the operation of this website, including, without limitation, that the website will be uninterrupted, timely, secure, error-free, or free of viruses, worms or other malicious software. We do not warrant that the content will be accurate, up-to-date, or otherwise reliable. To the full extent permitted by applicable law, we disclaim all warranties, express, implied or statutory, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement of proprietary rights, course of dealing, or course of performance.

Furthermore, in no event shall CVSTOM Co. or any affiliated entity, partner, service provider and/or their respective officers, directors, employees, consultants, agents, and subsidiaries be liable for direct, indirect, special, incidental, consequential, reliance or exemplary damages, including without limitation damages for loss of profits or data arising out of or resulting from this website or content, under any legal theory, even if advised of the possibility of such damages and notwithstanding the failure of essential purposes of any limited remedy.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In such event the exclusions shall apply to the fullest extent permitted under applicable law. If you are a California resident, you waive

California Civil Code Section 1542 which reads: “a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

You agree to indemnify, defend and hold harmless CVSTOM Co. from and against all losses, liability, expenses, damages and costs, including reasonable attorney’s fees, arising out of or related to any breach of this terms of use, your relationship with your physician, any negligent or wrongful action or omission by you related to your use of or providing of services through patient portal, or any negligent or wrongful use of the patient portal services (including, without limitation, infringement of third party intellectual property rights or negligent or wrongful conduct) by you or any other person accessing your account.

General Legal Provisions

ENTIRE AGREEMENT. These Terms of Use constitute the entire agreement relating to use of the Patient Portal. The waiver or any modifications of any provision of this Terms of Use or any right, power or remedy hereunder shall not be effective unless signed by our authorized officer. These Terms of Use remain in full effect unless you have received a signed notice stating otherwise by a legally authorized Patient Portal representative, even if it appears to you otherwise due to an apparent failure or delay by Patient Portal to exercise a right or remedy is entitled to under these Terms of use. If any of Term is deemed unenforceable for any reason by a court of law, the Terms of Use still remain in effect with the exception of that unenforceable term.

THIRD PARTY SITES. The Patient Portal may sometimes provide links to other websites. This does not mean that the Patient Portal endorses or in any way approves of the content available on the linked site, and unless stated otherwise in the link, the Patient Portal has no control at all over any third-party website. The Patient Portal’s privacy statement and practices do not apply to any website other than CVSTOM Co.

OPERATION AND RECORD RETENTION. We have complete discretion to suspend or permanently discontinue any functionality or any feature of the Patient Portal for any or all users. We have no control over or responsibility for the integrity of data transferred by any electronic carrier, including transmission errors or corruption or compromise of data. We have the complete right to maintain, delete, or destroy all communications and materials posted or uploaded to Patient Portal pursuant to our internal record retention and/or destruction policies in accordance with applicable law.

USE OF INFORMATION; LIMITATIONS ON USE. You agree that you will not access or use, or attempt to access or use, the Patient Portal in an unlawful way or for any unlawful purpose. You hereby grant us an irrevocable, perpetual, unlimited right to use the information you provide as permitted by law. You represent and warrant that any and all information you provide on this website is accurate and complete to the best of your

knowledge. This information includes, but is not limited to, name, address, phone numbers, email addresses, payment information, account numbers, and personal health information about you. You shall send secure, electronic messages to other parties solely for personal communication and no other purposes, including commercial purposes, or for mass distributions of unsolicited e-mails. You agree not to transmit: (a) a message under a false name; or (b) any information which (i) is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or (ii) contains any virus, worm, Trojan horse or other malicious code which is potentially contaminating or destructive to our files or programs or to the files or programs of any of our users. We reserve the right to delete any information provided by you that we deem in our sole discretion fraudulent, abusive, defamatory, obscene, or in violation of a copyright, trademark, or other intellectual property or ownership right of any other person.

USAGE FOR UNITED STATES ONLY. We control and maintain the website and the Patient Portal in the United States, and we make no representation that the information provided on these site pages is appropriate or available for use in other locations outside of the United States. If you use this site from other locations, you are responsible for compliance with applicable local laws. If you are a citizen of the European Union, you may not use the Patient Portal without first obtaining our written consent by emailing support@uniformteeth.com.

TERM AND TERMINATION. This Terms of Use shall commence upon the date you first access or use the Patient Portal and/or complete the registration process. Either you or we may terminate this Terms of Use and your right to use the Patient Portal at any time, with or without cause. This Terms of Use and the licenses granted hereunder shall terminate without notice in the event you (or any authorized person using your account) fail to comply with the terms and conditions of this Terms of Use, or the rules for use of the Patient Portal promulgated by us from time to time. Upon any termination, you will destroy all copies of our materials in your possession and cease any access to or use of the Patient Portal.

NOTICE. We may provide notice by e-mail to the e-mail address you provided us in registration, by a general notice on the Patient Portal Website, or by written communication delivered by first class U. S. mail or express courier to your address on record in the Patient Portal account information. You may give notice to us at any time via electronic mail to support@uniformteeth.com.

GOVERNING LAW; LOCATION OF LAWSUITS. The laws of the State of California will govern these disclaimers, terms, and conditions, without giving effect to any conflict of law rules. You agree that any disputes, suits or other claims at law or equity arising out of or related to your use of this Patient Portal and/or the content, including transactions entered into through this site, shall be filed only in the state or federal courts located in Alameda County, California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. You agree that

regardless of any statute or law to the contrary, any cause of action or claim against us or our affiliates, partners or its service providers and their respective officers, directors, employees, consultants, agents, and subsidiaries arising out of or in connection with these Terms of Use, your use of the website or information provided shall be instituted and served upon no later than twelve (12) months following the occurrence of the first event giving rise thereto or be forever barred. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the Patient Portal.