

## SmileDirectClub Terms of Use

Please review the following terms of use ("Agreement"), which govern your use of SmileDirectClub.co.uk (the "Site") and the shopping and other services (the "Services") offered on the Site. This Agreement is entered into by and between you and SmileDirectClub UK Ltd ("SmileDirectClub", "we" or "us"). Your use of the Site and/or registration for any Services will constitute your agreement to comply with the terms of this Agreement. If you cannot agree to comply with this Agreement and its requirements, please do not use the Services and exit the Site.

### Privacy Policy

We handle your personal information in accordance with our Privacy Policy. In addition to reviewing this Agreement, we recommend that you should also read our Privacy Policy to better comprehend how we collect, use and handle your personal information.

### 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.

SmileDirectClub will inform you of any such changes, modifications, alterations, updates and/or additional rules of usage by posting them on the Site. In some cases, SmileDirectClub will describe the changes and updates in an email sent to the address you provided during registration. Please be sure your preferred email address in your SmileDirectClub profile is current and up to date.

### 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 their account on this Site upon user's breach of this Agreement. Where possible SmileDirectClub will provide you with notice before such suspension and/or termination and an explanation of why SmileDirectClub suspended and/or terminated the Agreement and/or access to your account on the Site. You will have a right to

respond to such suspension and/or termination by contacting 0800 031 8113

or [CustomerCare@smiledirectclub.co.uk](mailto:CustomerCare@smiledirectclub.co.uk). You can also terminate this Agreement at any time on payment of any outstanding amounts. You can also stop using the Services and exit the Site at any time.

#### 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 of the same (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 authorised by this Agreement, 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, licence, 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 authorise 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/or 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. Organisations, 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 the prior consent and authorisation of 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.

#### Delivery and Title

Unless otherwise agreed products shall be shipped "FOB Origin" (SmileDirectClub's warehouse), regardless of prepaid freight by SmileDirectClub or express freight paid by the customer. Risk of loss to products shall pass to you upon shipment. Title to products shall pass to you upon our receipt of payment (with payment to be made in line with the separate terms in relation to payment which have been shown to you as part of any order you have made - those terms are deemed to be incorporated into this Agreement by reference). Neither the time method nor place of payment, method of shipment, form of shipping document, nor place of acceptance of your order shall alter the foregoing.

We will make every effort to deliver products and provide our Services within a reasonable time and to comply with our obligations under this Agreement, but we cannot be held responsible for delays or failures due to adverse weather; fire; flood or other natural disaster; traffic delays or failure of transport; mechanical breakdowns; strikes or other industrial action, or any other circumstances beyond our reasonable control.

#### 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, non-infringement, satisfactory quality 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.

To the maximum extent permitted by applicable laws, 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.

To the maximum extent permitted by applicable laws, 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 negligent or unauthorised use of this Site and its Services.

If any guarantee, condition, representation, warranty or term is implied or imposed by any applicable law and cannot be excluded (a "non-excludable provision"), and SmileDirectClub is able to limit your remedy for a breach of the non-excludable provision, then SmileDirectClub's liability for breach of the non-excludable provision is limited exclusively (so far as applicable laws do not prohibit) to, at SmileDirectClub's option, (a) in the case of goods, the prompt replacement of the goods or the supply of equivalent goods, or the cost of replacing the goods or of acquiring equivalent goods; and (b), in the case of Services, the supplying of the Services again, or the payment of having the cost of having the Services supplied again.

Notwithstanding any of the above provisions, we do not exclude our liability to you for any death or personal injury caused by our negligent, or for any fraud or fraudulent misrepresentation.

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. You may opt out of receiving these communications by clicking the "unsubscribe" link located at the bottom of each email SmileDirectClub sends you. We will communicate with you by email and/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. For clarity, this section is subject to SmileDirectClub's obligations regarding email communications in the UK.

## Disputes

Arbitration will be pursued by the parties before the parties go to court and such arbitration will be conducted by a single arbitrator under the rules of arbitration of the Arbitration Rules of the International Chamber of Commerce. Notwithstanding the foregoing, either party may pursue the protection of intellectual property rights and confidential information and to stop other illegal activities through injunctive relief or other equitable relief through the courts.

## Jurisdiction and Governing Law

To the maximum extent permitted by applicable 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 English law. If you live in the UK and court action is initiated, the parties will agree on a reasonable location via which the dispute will be heard, including using telephonic communications to minimise the need for long distance travel. This section will survive termination of your relationship with SmileDirectClub.

## 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.

## USER CONTENT

By submitting any content (including without limiting, your photograph, name, email address, opinion, statements and other information) (your "Content") to

the Site and/or otherwise to SmileDirectClub, you represent and warrant that you are the exclusive author of the Content and use of your Content by SmileDirectClub will not infringe or violate the intellectual property or other rights of any third party. You waive any and all moral rights to be identified as the author of the Content and any similar rights in any jurisdiction in the world. By submitting any Content to our Site and/or SmileDirectClub, you represent and warrant that you have the right to grant, to SmileDirectClub (and, its licencees, its assignees and affiliates), an unlimited, perpetual, worldwide, non-exclusive, royalty-free irrevocable, transferable right and licence to use your Content, in whole or in part, for the purpose of providing the Services, for marketing and publicity purposes, for our internal business purposes and otherwise as required by law. However, we have no obligation to post your Content and you remain solely responsible for your Content, including ensuring it is true and correct and otherwise complies with applicable law, including that it does not contain sexually explicit, illegal, defamatory or similar content. If you breach your obligations in relation to your Content, we may investigate and take appropriate legal action in our discretion against you, including, removing your offending Content, terminating the Agreement and your access to our Site.