

Snazzy Terms and Conditions

Introduction

The following terms and conditions ("Terms and Conditions") comprise a binding contract between You and Snazzy Care Pvt Ltd, a company with its principal place of business at SK complex No. 613, 2nd floor, 27th Main, BTM 100 feet ring road, BTM 2nd stage Bengaluru Karnataka 560068 ("we"/"us"/"Snazzy"). You and Snazzy may each be referred to herein as a "Party" or collectively as the "Parties". By placing an order with us, you agree to be bound by these Terms and Conditions.

Orders and Treatment Setups

Snazzy manufactures custom orthodontic devices ("Appliances") designed to adjust or retain the position of patients' teeth based on doctors' prescriptions. When both arches are being treated, a pair of Appliances (one for each arch) is referred to as a "set" (or "step"). When only one arch is being treated, one Appliance constitutes a set or step. You can prescribe Appliances on our website/app for doctors ("Doctor Portal" or "Doctor App") or by approving the treatment setup sent to you by email or text. You may restrict treatment to a specific number of Appliances, or allow us to recommend a number of Appliances appropriate for your prescribed goals, based on our standard movement protocols. If your prescription requires the design of new Appliances intended to move teeth ("active" Appliances), we will generate a 3D representation of the Appliances to be produced, based on your prescription (a treatment "setup"), for your approval. We won't start producing Appliances until you approve a treatment setup. You will only be charged for treatment setups when you approve them. If you only prescribe Appliances intended to retain the position of teeth ("passive" Appliances) or reproductions of existing Appliances, a treatment setup will not be generated. An "order" is placed when a treatment setup is approved (or, if a treatment setup is not needed, when Appliances are prescribed). Payment is due in full when an order is placed. To the extent permitted by applicable law, overdue payments may be subject to finance charges computed at a periodic rate of 1-1/2% per month (18% per year). Amounts owed by you with respect to which there is no dispute must be paid without setoff for any amounts which you may claim are owed by us and

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regardless of any other disagreements which may exist. You shall also pay or reimburse us for all costs and expenses (including reasonable attorneys' fees) incurred or paid by us in collecting amounts due from you or in enforcing your obligations hereunder. The treatment setup planned by Snazzy is only a recommendation and not medical advice. The ultimate approval and responsibility solely rests with you. The treatment setup shall have the parameters required to fabricate the aligners, and the approval of treatment setup shall be considered as a written prescription from you.

Treatment Plans

We offer three different pricing options:

- The Pay-as-you-go model will cover the exact amount of planned aligners, and treatment setup fees. By selecting the Pay-as-you-go plan, additional fees are required for any revisions, replacements, or retainers.
- The Snazzy Lite Package will cover up to 15 steps of aligners, and one set of retainer, including one revision with up to 15 sets of aligners, and treatment setup fees. Revision order must be submitted and approved within 9 months from date the first Appliance is shipped to be included in the Snazzy Lite package. After Snazzy Lite treatment expires, you may order additional products at standard Pay-as-you-go prices. Revision shall be included only if the payment was done in full upfront, if the payment for Snazzy Lite Package was done partially, revisions will be priced according to Pay-as-you-go plan.
- The Snazzy Comprehensive Package fee will cover an unlimited number of steps of aligners, including unlimited revisions, unlimited replacements, one set of retainers, and treatment setup fees. Revision and retainer order must be submitted and approved within five years from date the first Appliance is shipped to be included in the Snazzy Comprehensive package. After Snazzy Comprehensive treatment expires, you may order additional products at standard Pay-as-you-go prices. Revision shall be included only if the payment was done in full upfront, if the payment for Snazzy Comprehensive Package was done partially, revisions will be priced according to Pay-as-you-go plan.

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We may offer you the option to upgrade from one pricing option to another pricing option; for example from a Snazzy Lite to a Snazzy Comprehensive plan. Such upgrades may allow for additional steps, additional revisions, and/or additional retainers within the same case without purchasing those additional products and services at Pay-as-you-go pricing. Availability, terms, and pricing of such upgrade opportunities will be at Snazzy's sole discretion and are subject to change at any time and without notice. The case start date for any upgraded case will be the original start date of the case, but the case expiry date would be extended as specified in the upgrade offer. Any upgrade fees would be due when the upgrade is ordered.

Manufacturing

Snazzy will manufacture custom aligners based on the treatment plan you approve. The production process includes: 3D printing the aligner mold using an SLA printer, thermoforming the mold with a PETG sheet, followed by trimming, polishing, and sanitizing the tray for packaging. By default, Snazzy uses the Monoflex PETG sheet by Sawbros; alternative materials can be requested at additional cost.

Revisions

If your patient's teeth do not move as expected, you may request a "revision" for any patient treated with Snazzy Appliances. A new treatment setup will be created, starting from the current position. Minimal adjustments can be accommodated to the final set up during revision, like reducing expansion, overcorrection of rotation, or virtual elastics; but comprehensive replanning of the final setup will not be possible except with the Snazzy Comprehensive treatment option. With the Snazzy Comprehensive treatment option, revisions are available at no additional cost for 5 years from the date the first Appliance is shipped. Under the Snazzy Lite treatment option, one revision with up to 15 steps is included within nine months from the date the first Appliance is shipped. All other revisions are available at standard Pay-as-you-go prices. Revisions may be based on new scans or impressions, or on a previous step. The new treatment setup approved shall be construed as the written prescription to manufacture revision aligners.

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Pricing

Products and prices are inclusive of taxes where permissible and assessed in a separate invoice in other instances. Prices are subject to change. We reserve the right to offer alternative products and pricing to individuals or groups at our sole discretion. We are not responsible for any taxes or fees that third parties may charge you, including foreign transaction fees.

Appliance Restrictions

We reserve the right to refuse to apply vouchers, coupons or volume discounts to select services or products at Snazzy's sole discretion. We reserve the right to terminate our relationship with you, which may include ending Unlimited Treatment early without refund, in our sole discretion including if you fail to comply with these Terms and Conditions.

Volume discounts

Volume discounts may not be combined with other discounts.

Cancellation and refunds

All sales are final. If an order is canceled for any reason, we will not credit or refund any portion of the fees paid for that order.

Records

In addition to any required patient, provider, and treatment information, the following records must be provided in a timely manner.

For all new patients:

- Scans or PVS impressions of both arches
- Photos from multiple angles (full face, smiling, profile, upper & lower occlusal, left & right lateral, and front)

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For any retainers that are not based on a previous step:

- Scans or PVS impressions of requested arches

All records must accurately represent the current condition of the patient's teeth. You are solely and entirely responsible for the accuracy of the records you provide, and for maintaining the same. Distorted or incomplete scans and impressions may impact the fit and performance of Appliances. We will not be liable for any issues caused by inaccurate records. Digital x-rays are recommended, but not required. Photos and x-rays may be submitted via the Doctor Portal or App. Additionally, any treatment records submitted; included but not limited to STL files, physical impressions, bite registrations, x-rays, or any other submitted records become the property of Snazzy and will not be returned. Alginate impressions, stone models, and metal impression trays will be rejected

Scanning Service

Subject to availability, Snazzy may also provide intraoral-scanning services to the provider to capture the digital scan, and photos. Snazzy shall send a trained personnel to the provider's clinic with an intraoral scanning device to capture the digital scan and take photos. Should the provider choose to use Snazzy's scanning service, they must ensure the scan is done under their responsibility and they approve of the artifacts generated. The provider shall have the sole responsibility for the scans and photos captured. The provider authorizes Snazzy to use the scans and photos for generating treatment setup, and the same shall be considered a part of the written prescription by the provider.

Shipment and delivery

After an order is placed, all planned Appliances will be shipped together, if purchased under Pay-as-you-go, or periodically in phases, if purchased under Snazzy Lite plan, or Snazzy Comprehensive plan. We shall not be liable for any damages, losses or expenses that you incur if we fail to meet targeted delivery dates. Title and risk of loss of all Appliances shipped to You are FOB shipping point.

Your representations

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You represent and warrant to us that:

- (i) You are licensed to practice dentistry and/or orthodontics in the location(s) where, and at all times during which, treatment is being provided, and you conduct your practice in accordance with all dental laws, regulations and standards of care in effect and applicable to your practice location(s);
- (ii) You have all necessary training and expertise to treat patients using our products and Appliances;
- (iii) Your use of our products or Appliances will be in accordance with all applicable medical and dental standards and in compliance with our Instructions for Use; and
- (iv) You have properly explained the products and Appliances to your patients before starting treatment.
- (v) You have obtained the necessary appropriate patient consent before starting treatment, including disclosure that You may share their medical records with third parties in order to facilitate treatment at your direction.
- (vi) You have obtained all necessary and appropriate patient consent for any other information you may share with us during the course of treatment, including without limitation any images or other information you may send us via our web application or any other format.

Warranties and disclaimer

Snazzy is a custom-made aligners manufacturer and under this engagement does not practice dentistry or give medical advice. Treatment setup represents planned tooth movements based on the setup and does not reflect actual tooth movements; tooth movement data should be used as a reference only. You are solely responsible for prescribing and administering orthodontic treatment and maintaining all patient medical records. Treatment plan setup services shall only be considered as recommendations and that the ultimate decision on whether or not to apply the treatment setup or to adapt them to the conditions of the specific patient remains with you as the treating doctor. Neither Snazzy nor any representative (including but not limited to the scanning personnel, treatment planning personnel, sales personnel) shall become liable for any damages, claims, liabilities etc. that may result or arise in Snazzy terms & conditions in context with the treatment planning services provided to you.

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Clear aligner therapy is unpredictable. We do not guarantee a successful treatment outcome. Individual results will vary.

We warrant that our products:

- (i) shall conform to the specifications represented in the treatment setup that you approve; and
- (ii) are free from defects in material and workmanship.

We shall not be liable for:

- (i) any defects that are caused by neglect, misuse, or mistreatment of its products by you, the patient, or any third party;
- (ii) any defects that are caused by patients' failure to follow directions including (but not limited to) wearing aligners out of sequence or wearing aligners for less than 22 hours per day;
- (iii) any products that have been altered or modified in any way by an individual or entity other than Us;
- (iv) any products being used in combination with other third- party products; or
- (v) any defects that result from errors in your submitted records or prescription.

The limited warranty for each Appliance expires 90 days after shipping date of the Appliance. Delays to a patient's wear schedule after products are shipped do not extend the limited warranty period.

If any Snazzy product fails to conform to the limited warranty set forth above, our sole liability, at our option, shall be to:

- (i) replace such product or Appliance; or
- (ii) credit your account for the cost paid for such a product or Appliance. You may be required to return such a product or Appliance in order to receive a replacement or credit. If we elect to replace such a product or Appliance, replacements will be provided based on your account case profile and outlined turnaround times.

If you have questions about your case profile, please contact support@snazzyalign.com. Replaced products or Appliances shall be covered under the limited warranty period described above.

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EXCEPT AS SET FORTH ABOVE, WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY SPECIFIC PURPOSE.

Data privacy

The account information you provide through our Doctor Portal or App (including doctor or user names, specialties, degrees, training level, experience level, practice names, practice addresses, billing addresses, websites, contact information, payment methods and preferences, treatment methods and preferences and any other user information) is used to provide the products and services outlined herein, and may also be used to help patients identify You through our Doctor Locator service. With respect to your patient you are considered a separate controller for the health care services and treatments you provide and prescribe to your patient. Snazzy acts as a separate controller under applicable data protection laws and regulations for the patient data you provide to Snazzy for the specific purpose of processing and manufacturing the orders.

Limitations of liability

In no event shall we be liable for any consequential, incidental, indirect, exemplary, punitive or special damages in connection with or arising out of the use of the products provided hereunder, or breach of the Terms and Conditions however caused, and under any theory of liability whether in negligence, breach of warranty, strict liability, contract, tort, indemnity or any other cause or theory whatsoever. Excluded damages include loss of profits, loss of use and costs of replacement or substitute products. In no event shall our aggregate monetary liability for damages of any kind arising out of or in connection with or any use of any product provided hereunder, or breach of the Terms and Conditions exceed the total amount paid to us by you for the particular products sold for which losses or damages are claimed.

Indemnification

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You agree to indemnify, defend and hold harmless Snazzy and/or its officers, agents, employees, contractors, successors and assigns from and against any and all liability, obligations, losses, claims, actions, damages, penalties, fines, demands or suits and all related costs, attorney's fees and expenses of any kind and nature whatsoever arising under any theory of legal liability (a "Claim") that may be asserted against us arising out of, or resulting from, or relating to:

- (i) use of products sold under this agreement;
- (ii) any breach of or failure of you to abide by any of the Terms and Conditions;
- (iii) any breach or alleged breach of any representations or warranties made by you or any incorrect information provided by you or your patient; or
- (iv) our provision of or failure to provide products or Appliances to you, unless the provision of or failure to provide such products or Appliances was due to our willful misconduct or gross negligence.

Your obligation to defend us against any Claim is separate and distinct from the obligation of indemnity set forth in this above. You have the right and obligation to assume the defense of any Claim with counsel chosen by you and reasonably acceptable to Snazzy provided that counsel to Snazzy may participate in the defense of the Claim with counsel for you, at our expense. You will not have the right to assume the defense of a Claim made against both Snazzy and you if counsel for Snazzy advises in writing that a conflict in interest between Snazzy and you would under applicable ethical principles preclude a single counsel or firm from defending both Parties

Relationship of parties

The Parties are and at all times shall be an independent party and not the agent or employee of Snazzy. Neither these Terms and Conditions nor any contract with Snazzy nor any course of dealing or practice shall be interpreted as creating, or shall be deemed to create, any employer-employee, principal- agent, partnership, joint venture or other relationship between you and Snazzy.

Successor and assigns

These Terms and Conditions shall be binding upon and shall inure solely to the benefit of the Parties hereto and their respective successors and shall not be for the benefit of any other person, persons, or legal entities.

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Entire agreement

These Terms and Conditions, your prescription, and the Patient Informed Consent Form shall constitute and contain the entire agreement of the Parties and supersede any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter hereof, unless otherwise specified in writing by an authorized representative of Snazzy. These Terms and Conditions can only be modified by an authorized representative of Snazzy.

Severability

If any provision of these Terms and Conditions is or shall be deemed a violation of any applicable law, rule or regulation, such legal invalidity shall not void or affect the remaining terms and provision of these Terms and Conditions.

Force majeure

We cannot be in default or breach by reason of any failure of its performance under this agreement if such failure results, whether directly or indirectly, from fire, explosion, strike, freight embargo, act of God, or of war, civil disturbance, act of any government, epidemic, pandemic or other occurrences beyond our control.

Notices

All notices, demands, requests, approvals and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made as of the date delivered or mailed if delivered personally or mailed by certified mail (postage prepaid, return receipt requested), or on the date transmitted if transmitted by facsimile or electronic mail, to You, at the address You provide.

Waiver

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The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by either Party of any condition, or of the breach of any term, provision, covenant or warranty contained in these Terms and Conditions , shall be deemed

to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, covenant or warranty.

Governing law

These Terms and Conditions shall be construed and governed under and by the laws of India. The Parties agree that the exclusive venue for any legal action authorized hereunder shall be in Bengaluru, India.