



## Terms of Use

Please review the following terms of use ("Agreement"), which govern your use of BracesToday.com (the "Site"). 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 and comply with this Agreement and its requirements, please do not use the Services and exit the Site.

## Privacy Policy

In addition to reviewing this Agreement, you should also read our Privacy Policy to better comprehend how we collect and use your personal information. Your use of the Site constitutes your agreement to the terms and conditions of the Privacy Policy.

## Changes to Agreement and Additional Rules of Usage

Georgia School of Orthodontics ("GSO") 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.

GSO 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.

## 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 GSO's other remedies. GSO further reserves the right to terminate, without notice, any user's access to or use of the Site for any reason.

## Ownership of the Site and Site Information

The Site is expressly owned and operated by GSO. 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 thereof (the "Site Information"), are owned by GSO or its affiliates or are licensed from third party service providers by GSO. 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 authorized herein, 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 Site By You**

You may view and use the Site Information only for your personal information. 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, license, create derivative works, publicly perform, or distribute by any means, method or process any Site Information. Your right to use the Site is personal to you -- you may not authorize others to use the Site, and you are responsible for all use of the Site by you and by those you allow to use, or provide access to, the Site. You agree to use the Site only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and 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. Organizations, companies and/or businesses may not use the Site Information or the Site for any purpose without written consent of or agreement with GSO. 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 GSO. 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**

The Site is 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 your parents or guardians. GSO 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 GSO becomes aware that the person submitting the information is a child, we will attempt to delete this information as soon as possible.

### **Disclaimer or Warranty and Limitation of Liability**

You acknowledge that you are using the site at your own risk. The site and the site information are provided "as is," and to the full extent permitted by applicable law, GSO, 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, noninfringement, merchantability or fitness for a particular purpose, or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form. GSO, its affiliates, and its third party service providers do not represent or warrant that access to the site 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 bracestoday.com.

GSO, 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, 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. Some states do not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you. You may also have other rights that vary from state to state.

You hereby agree to release GSO, 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 use of this site. If you are a California resident, you waive California civil code section 1542, which states, in part: a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

### **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. We will communicate with you by email 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.

### **Jurisdiction and Governing Law**

GSO makes no representation that the Site Information is appropriate, available or legal in any particular location. Those who choose to access the Site Information 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 the laws of the State of Georgia and any action based on or alleging a breach of this Agreement must be brought in a state or federal court located in Atlanta. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

### **Bracestoday.com is 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, by visiting the Site and/or providing us with any Content, you agree to comply with all applicable laws governing the Site, its Services, online conduct and acceptable Content. 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.

### **Trademark Notice**

GSO and the Site names, logos, and other identifying marks are the property of GSO. Other featured words or symbols, used to identify the source of merchandise or services, may be the trademarks of their respective owners.



## **Marketing**

### Qualified Invite

A Qualified Invite is defined as the execution of a contract for orthodontic services at GSO by a person (an "Invited Customer") who is referred to our practice by an existing patient. A Qualified Invite is counted when the Invited Customer signs a contract for orthodontic services. You are limited to one Qualified Invite for each Invited Customer in other words, additional/repeat purchases made by an Invited Customer are not counted as additional Qualified Invites.

### Invited Customer

The Invited Customer and the Referrer cannot be the same person (for example, by using a different email address).

### Referral Rewards

For you to earn referral rewards as a Referrer, the Referred Customer must execute a contract for orthodontic services with GSO. The referral is counted and paid out once the contract is executed.

### Reward Payments

Rewards are payable in increments of \$100, paid via e-gift card within 2-3 weeks from when the Invited Customer's contract is signed. As a Referrer, you are responsible for any and all tax liability resulting from Referral Rewards.

### Eligibility

Eligibility is limited to individuals only. The GSO referral program cannot be used by businesses for affiliate lead generation as determined at GSO's sole discretion.

### Right to Close Accounts

GSO reserves the right to close the account(s) of any Referrer and/or Invited Customer and to request proper payment if the Referrer and/or Invited Customer attempts to use the GSO Refer-a-Friend program in a questionable manner or breaches any of these Terms & Conditions or is in violation of any law, statute or governmental regulation.

### **Right to Cancel Program or Change Terms**

GSO reserves the right to cancel the Refer-a-Friend Program (Grin & Share It) or to change these Terms & Conditions at any time in its sole discretion. Any unclaimed referral rewards will be forfeited at that time.

### **SMS Short Code Terms & Conditions**

If you provide your mobile phone number, we may use this information to send you transactional SMS updates about your requests, orders and other feedback. We may also share this information with a third party to aid in sending text messages via SMS or SMS short codes. Number and size of messages will vary per user based on evaluation/treatment length and stages. Reply 'STOP' to any SMS message to unsubscribe from SMS updates. GSO does not charge any users fees to send or receive text messages. However, message and data rates may apply from your mobile carrier. We



support the following mobile carriers: AT&T, Sprint, T-Mobile, Verizon Wireless, Metro PCS, Nextel, Virgin Mobile, U.S. Cellular, and others. The wireless carriers are not liable for delayed or undelivered message. GSO will not be liable for any delays in the receipt of any SMS messages connected with our SMS Gateway. Delivery of SMS messages is subject to effective transmission from your wireless service provider/network operator. GSO respects your privacy. We will only use the information you provide to transmit text messages to you. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, to protect our rights or property. Text messages through your wireless carrier / service provider are not secure messages through encryption or similar technology, and therefore you should take care to include only the content you wish to share in the texts to our Customer Care agents. GSO respects your right to privacy.

*Last Revised: October 2019*