

Terms and Conditions

Welcome to Sydney Smiles Dental. The following terms and conditions (the "Agreement") form a binding agreement between you and Sydney Smiles Dental Pty Limited registered in Australia with its registered office at Ground Floor, Shop 1, 2 Help Street, Chatswood, NSW 2067, Australia, which is sometimes referred to as "Sydney Smiles Dental," "we," "us" or "our." Our e-mail address is reception@ssdental.com.au and our customer helpline is 02 9410 2001

Please review the following terms carefully. By using the Site or any Sydney Smiles Dental Services, you are agreeing to these terms which govern the use of the Site and our Services. In addition, please see our Privacy Policy (published at <https://www.sydney smiles dental.com.au>) which describes how we use your information. The term "you" refers to the person accessing or using the Site or our Services, or the company or organisation on whose behalf that person accesses the Site or our Services.

If an account / invoice for monies owed to Sydney Smiles Dental for treatment done / agreed to is sent to debt collections, additional debt collection fees and charges will be added to the invoice.

Sydney Smiles Dental also reserves the right to charge an additional \$8.50 monthly account keeping fee each month for any outstanding amounts owed.

Our Services

Sydney Smiles Dental is an online community for people to organise their interests, browse the collections of their friends, and get recommendations around their interests (the "Services") through our website located at <http://www.Sydney Smiles Dental.com> and other online areas owned or operated by us, such as our Facebook and mobile phone applications (the "Site"). The Services also include the opportunity for you to purchase special Deals (as described below) for the products and services of third party merchants. The Services and Site are collectively referred to here as "Sydney Smiles Dental."

Refund Policy

If you are unsatisfied with our products or services tell us. We want you to be happy as we love our products and our patients do too.

Conditional Use of Our Site and Services

Your permission to use Sydney Smiles Dental is conditional upon your agreement that you:

- are 13 years of age or older, but are 18 years of age or older to purchase any Deal;
- will comply with these Terms of Service;

- will not copy or distribute any part of Sydney Smiles Dental in any medium without Sydney Smiles Dental's prior written authorisation;
- will provide accurate information when creating an account or registering for our Services;
- are solely responsible for your User ID and the activity that occurs while signed in to or while using Sydney Smiles Dental using your User ID;
- will not use Sydney Smiles Dental to collect any personally identifiable information, including account names, email addresses, or other such information, for commercial purposes;
- will not use the communication systems provided by or contacts made on Sydney Smiles Dental for any commercial solicitation purposes;
- are solely responsible for your Content submissions, including discussion posts, profile information and links, pictures, and other such content;
- represent that you own or have the necessary licences, rights, permissions, and consents to use and authorise Sydney Smiles Dental to use any and all Content submitted by you to Sydney Smiles Dental in accordance with the licences granted in this Agreement;
- hereby grant each Sydney Smiles Dental user, whether using Sydney Smiles Dental or an application authorised by Sydney Smiles Dental but developed via a third-party developer, a non-exclusive licence to access the Content you submit through Sydney Smiles Dental and to use, reproduce, distribute, prepare derivative works of, display and perform such Content as permitted through Sydney Smiles Dental's functionality and under these Terms of Service;
- will not submit Content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such Content to Sydney Smiles Dental; and
- hereby agree that we have the right to determine whether any of your Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

Confidentiality, Security And Privacy

You understand that much of the information that you submit to us (such as postings and invitations) is submitted precisely for the purpose of disclosure in a variety of ways by Sydney Smiles Dental, and therefore such information is not subject to any confidentiality obligation. Other information, such as credit card information provided in connection with the purchase of a Deal, is maintained with appropriate privacy and security protections. You agree that information provided to us in connection with the

purchase of a Deal, other than your credit card information, may be disclosed by us to the Sydney Smiles Dental for their commercial purposes including to provide the Deal.

Our Privacy Policy explains how we collect, use and disclose information that relates to your privacy. For full details, please refer to our Privacy Policy at <https://www.sydneysmilesdental.com.au>

Any communications between you and Sydney Smiles Dental, such as email or other correspondence, in which you offer suggestions or comments for improving or modifying our Services will be deemed by us to be non-confidential and non-proprietary, and you agree that such information may be used by us without any limitation whatsoever.

Rules Regarding Information And Other Content

When you use the Site, you can publish and obtain access to various kinds of information and materials, all of which we call "Content." Content also includes information and materials posted to the Site by you. You agree not to revise or obscure Content posted by others (including advertising and promotions authorised by Sydney Smiles Dental), and you agree not to post or use any Content in any manner that:

- infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others,
- violates the privacy, publicity, or other rights of third parties,
- is unlawful, defamatory, discriminatory, libellous, pornographic, obscene, abusive, threatening, harassing, hateful, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate, as determined by Sydney Smiles Dental in its sole discretion,
- is false or inaccurate, or
- could damage our company, parent company, sister companies, affiliates, advertisers, or any other third party.

Though we strive to enforce these rules with all of our users, you may be exposed through the Site or Services to Content that breaches our policies or is otherwise offensive. You may use the Site and Services at your own risk. We may, but are not obligated to, terminate user accounts and/or remove Content from the Site if we determine or suspect that those accounts or Content breach the terms of this Agreement or the applicable agreement with the offending user(s). We take no responsibility for your exposure to Content on the Site whether it breaches our policies or not.

General Rules Of User Conduct

It is our goal to make the use of our Site and Services a good experience for all of our users, so you agree not to do any of the following:

- conduct or promote any illegal activities while using the Site or Services;
- upload, distribute or print anything that may be harmful to children;
- attempt to reverse engineer or jeopardise the correct functioning of the Site or Services, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;
- attempt to gain access to secured portions of the Site or Services to which you do not possess access rights;
- upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- use the Site or Services to generate or distribute unsolicited email advertisements or spam;
- use any automatic or manual process to search or harvest information from the Site or Services, or to interfere in any way with the proper functioning of the Site or Services; or
- impersonate another user.

Links To Third Party Sites

We don't have control over websites that Sydney Smiles Dental may link to. Sydney Smiles Dental may contain links to third party websites that are not owned, operated, or controlled by Sydney Smiles Dental. Therefore, we cannot and do not assume responsibility for the content, privacy policies, or practices of such websites or the companies that own them. Additionally, we cannot and will not censor or edit the content of any third party website. By using Sydney Smiles Dental you expressly relieve us from any and all liability arising from your use of any third party website.

Deals

Sydney Smiles Dental provides consumers with opportunities to purchase Vouchers which are redeemable for products and services from third party merchants ("Merchants") with a time limited validity period (a "Deal"). Merchants are willing to offer attractive promotions in order to reach the Sydney Smiles Dental community.

How it works:

1. After you make contact with Sydney Smiles Dental you will have your appointment date and time, chosen by yourself. As your appointment time has been specifically reserved for you. You must attend or give 75 hours notice to change/move your appointment.

2. Expiration Dates

The expiration date for a Voucher is as printed on the Voucher.

If you attempt to redeem a Voucher during the Voucher validity period, but the Merchant can only offer a booking after the Validity Period expires (and you are to reasonably able to accept that booking), you may redeem your Voucher at the time of that booking, as if the Voucher was still valid. In such circumstances, be sure to provide your Voucher details to Sydney Smiles Dental at the time of making the booking.

3. Deal Specific Terms

Each Deal has specific terms associated with the Deal, which will be presented to you before you commit to purchase the particular Deal. Deal specific terms supersede any inconsistent terms in this Agreement, except to the extent such terms are prohibited by applicable law.

4. Voucher Terms

Unless otherwise stated in the Voucher or required by law, the following additional terms apply to all Vouchers:

- no cash value for any Voucher,
- no change, cash back or credit will be issued for partial redemption of a Voucher, except as required by law;
- Vouchers cannot be combined with any other coupons or promotions unless otherwise noted on the Voucher,
- Vouchers cannot be redeemed against any taxes, tips, prior balances or purchases, shipping or handling, unless otherwise noted on the Voucher,
- Sydney Smiles Dental is responsible for lost or stolen Vouchers or Voucher reference numbers,
- Vouchers are issued to you personally and duplicate use, sale or trade of a Voucher is prohibited,
- unless otherwise stated at the time a Voucher is purchased, the Voucher price includes relevant goods and services tax (GST).

8. Products Available For Sale

The Site can be accessed from countries around the world. You understand that some or all products or services provided on the Site may not be available for purchase to persons residing in certain jurisdictions or geographic areas. Sydney Smiles Dental reserves the right, in its sole discretion, to exclude or otherwise limit the provision of a Voucher for any product or service to a person residing in any jurisdiction or geographical area. Sydney Smiles Dental does not represent or warrant that any

product or service promoted on the Site will be available for purchase by any particular person.

9. Playing Nicely

Some of the Deals are provided for a limited number of purchasers or a limited number of purchases, as specified for the particular Deal. Any attempt by a purchaser to obtain more than the permitted number of Vouchers specified for a particular Deal by using multiple or different identities, credit cards, forms, registrations, addresses or any other method will void that person's purchases. Sydney Smiles Dental will determine, in our sole discretion, whether purchase characteristics indicate a breach of these rules.

10. Termination

We may change or discontinue the Site or any of the Services at any time without prior notice. We reserve the right to terminate this Agreement at our election and for any reason, without prior notice, and this Agreement will automatically terminate in the event that you breach any of the terms and conditions set forth below. In the event of any termination, you will immediately stop using our Site and our Services. Any Voucher issued prior to termination will be honoured according to its terms and the terms of this Agreement specifically applicable to such Voucher.

11. Disclaimer

We provide the Site and Services "as is", "with all faults" and "as available." We and our suppliers and Merchants make no express promises or guarantees about the Site, Services or Deals. To the maximum extent permitted by law, we and our employees, agents, suppliers, and merchants disclaim any implied contractual promises that the site and services are of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. We do not promise or guarantee that Sydney Smiles Dental will meet your requirements, is error-free, without interruption or available at all times. We do not promise or guarantee that the results that may be obtained from the use of Sydney Smiles Dental, including any services or deals, will be effective, reliable, accurate or meet your requirements. We make no promises as to privacy and security other than as expressly stated in our privacy policy. We do not promise or guarantee that you will be able to access or use the site or services at times or locations of your choosing. No oral or written information or advice given by a Sydney Smiles Dental representative shall create any contractual promise. You may have additional consumer rights under your local laws that this contract cannot change.

12. Limitations of Liability

We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees or agents. You have certain rights under the law which include that we will provide the Site and Services to a reasonable standard. Nothing in this Agreement is intended to affect these statutory rights. For more information about your statutory rights contact your local state or territory consumer protection agency.

If we breach these Terms we shall only be liable for losses which are a reasonably foreseeable consequence of such a breach, up to a maximum of the total amount of fees that you have paid us during the previous 12 month period for the specific service at issue. Losses are foreseeable where they could be contemplated by you and us at the time of entering into this Agreement. We are not responsible for:

- losses not caused by our breach;
- indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time of entering into this Agreement, for example loss of profits or loss of opportunity;
- Content posted by other users;
- contracts entered into with third parties;
- loss of data;
- loss of goodwill;
- computer malfunction or failure;
- business or commercial losses caused to non-consumers; or
- failure to provide the Site or Services or to meet any of our obligations under this Agreement where such failure is due to Events Beyond Our Control. "Events Beyond Our Control" means any cause beyond our reasonable control which prevents us from providing the Site or Services or fulfilling any of our other obligations under this Agreement and includes but is not limited to disruptions to the internet, fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

13. Indemnity

You agree to compensate Sydney Smiles Dental for all losses, expenses and other costs (including but not limited to reasonable legal fees) incurred by Sydney Smiles Dental which are caused by your breach of this Agreement. any claim that any Content submitted by you causes damage to a third party. This defence and compensation obligation will survive the termination or expiry of this Agreement and your use of Sydney Smiles Dental.

14. Reservation of Rights and Release

Sydney Smiles Dental reserves the right, but has no obligation, to monitor, or take any action Sydney Smiles Dental deems appropriate regarding disputes that you may have with other customers of ours . To the extent the law permits, you waive and release us from any and all claims or liability related to any Content posted on the Site and from any and all claims related to the conduct of any other customers of ours .

15. Intellectual Property

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Site and Services, including applicable copyrights, trade marks and other proprietary rights. We are not granting any licence to you under any of those intellectual property rights by virtue of this Agreement, except for the limited right to use the Site and Services in accordance with this Agreement. "Sydney Smiles Dental" is our trade mark. Other product and company names that are mentioned on the Site or provided as part of the Services may be trade marks of their respective owners. We reserve all rights that are not expressly granted to you in this Agreement.

The Content on Sydney Smiles Dental, excluding all intellectual property of other sites obtained by way of API and/or linking and Content posted by our customers, is owned by Sydney Smiles Dental. This includes, without limitation, the text, software, scripts, graphics, photos, sounds, interactive features and the trademarks, service marks and logos contained therein ("Marks"). The Marks are owned or licensed to Sydney Smiles Dental, subject to copyright and other intellectual property rights under Australia law, the law of the jurisdiction where you reside, and international conventions. Content provided by Sydney Smiles Dental is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, modified, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted by this Agreement in and to the Site and Services.

As between you and us, you retain any intellectual property rights in any copyrighted materials and trade marks that are contained in Content that you post to the Site. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, worldwide licence, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make derivative works of, translate, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale, otherwise commercially exploit and exercise any and all such rights, under any and all of your intellectual property rights related to the Content in any manner we choose. If you have any rights to the Content that cannot be licensed to us (such as moral rights), you unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against us or related to our customers and partners anywhere in the world, with respect to such rights.

16. Copyright Notice

We respect the intellectual property of others, and we ask you to do the same. If you are a copyright owner or an owner's agent and find Content that infringes upon your copyrights, you may notify our Copyright Agent with the following information in writing: (1) A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be

disabled and information reasonably sufficient to permit us to locate the material; (4) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is true and accurate to the best of your knowledge and belief that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed. Sydney Smiles Dental's designated Copyright Agent to receive notifications of claimed infringement can be reached at reception@ssdental.com.au.

17. Electronic Communications

The communications between you and Sydney Smiles Dental use electronic means, whether you visit the Site or send us emails, or whether Sydney Smiles Dental posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Sydney Smiles Dental in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Sydney Smiles Dental provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

18. Changes to this Agreement and Waivers

We may change the terms of this Agreement from time to time on a going-forward basis, and any such modifications become effective immediately upon being posted to the Site. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you do not agree to any changes, if and when such changes may be made to the Agreement, you must stop using our Site and our Services. Your use of our Site and our Services after any modifications to the Agreement indicates that you agree to such modified Agreement. Any changes to this Agreement (other than as set forth in this paragraph) or waiver of Sydney Smiles Dental's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of Sydney Smiles Dental. No purported agreement not to enforce any right or modification of this Agreement by Sydney Smiles Dental via telephone or email shall be valid.

19. General Terms

You and we are independent contractors, and nothing in this Agreement creates a partnership, employment relationship or agency. There are no third-party beneficiaries of this Agreement. You may not assign this Agreement or your rights and obligations hereunder, in whole or in part, to any third party without our prior written consent, and any attempt by you to do so will be invalid. Should any part of this Agreement be held ineffective, invalid or unenforceable by a court or regulator, the other provisions shall continue to apply. If you breach this Agreement and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach this Agreement. Our rights under this Agreement will survive any termination of this Agreement.

We will do our best to resolve any disputes over this Agreement. If you wish to take court proceedings against us, you must do so within Australia. Relevant Australian law will apply.

You represent that you are legally able to accept these Terms of Service and enter into this Agreement. You confirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into this Agreement, and to comply with this Agreement. And as stated in the Conditional Use of Our Site and Service, above, you confirm that you are, in any case, 13 years of age or older. If you aren't, you must please stop using our Site and our Services.

This Agreement and all documents and communications directly or indirectly relating to it shall be in the English language.

1 Year crown limited warranty key conditions:

Patient must retain their receipt and attend twice yearly routine (6 Monthly) dental check up and clean appointments at our clinics, with the understanding that any home care routine requests will need to be met if recommended by the Dentist during the warranty period. IE: more/less brushing in a certain area, more or less hard flossing, more or less treatments may be needed for gum health at Dentist discretion. The warranty will cover a (same dental crown) replacement at no cost to the patient, if the said treatment fails due to mechanical failures only within the warranty period. IE: failures such as fractures or de-bonding. The warranty does not extend to trauma/accident related failures, age related failures, IE: gum recessions or gum or tooth wear, dental decays, gum diseases, or a need for root canal therapy otherwise recommended by the treating dentist prior to the commencement of the treatment.

The warranty will cover a (same dental crown) replacement at no cost to the patient, if the said treatment fails due to mechanical failures only within the warranty period. IE: failures such as fractures or de-bonding.

The warranty does not extend to trauma/accident related failures, age related failures, IE: gum recessions or gum or tooth wear, dental decays, gum diseases, or a need for root canal therapy otherwise recommended by the treating dentist prior to the commencement of the treatment.

Accounts:

Sydney Smiles Dental policy is all appointments must be paid at the end of each appointment. If your account is not paid at the appointment an \$8.50 monthly charge will be added.

If referred to the collection company any fees and costs incurred will be added to the account to be paid to the collection company.

Last updated: 7th May 2021