

Terms of Use

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION CONCERNING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

If you are under the age of 18 but at least 13, you may only use the OATI Service under the supervision of a parent or legal guardian who agrees to be bound by this Agreement. If you are under the age of 13, you may only use the OATI Service if you are registering as a patient under the supervision of a dental professional, and your parent or legal guardian consents to your use of the Application as part of the patient registration process of our Application. Our Children's Privacy Policy (attached hereto as Exhibit A and fully incorporated herewith), which is in accordance with the U.S. Children's Online Privacy Protection Act, addresses how we use and what we will and will not do with information collected from such users.

These Terms of Use (the "**Terms**" or "**Agreement**") constitute a binding agreement between you ("**End User**" or "**you**") and OrthoAccel Technologies, Inc. ("**Company**" or "**OATI**"). These Terms govern your use of the AcceleDent App, (including all related documentation, the "**Application**"). The Application is licensed, not sold, to you.

The Company has designed the Application to make AcceleDent use data available and easily understandable, in order to empower and inspire users to consistently use their AcceleDent device in order to achieve optimal accelerated orthodontic treatment results. This Agreement governs your use of our web portal and website (www.acceleident.com) (collectively, the "**Site**"), the software embedded in Company devices, the OATI Connect software, the Application and other related OATI services (collectively, the "**OATI Service**").

BY CLICKING THE "AGREE" BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND (B) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT: (i) DOWNLOAD OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE, (ii) CREATE AN ACCOUNT, (iii) VISIT WWW.ACCELEIDENT.COM OR (iv) USE THE OATI SERVICE.

OATI believes in protecting your privacy. Please review our current privacy policy ("**Privacy Policy**"), which can be found at (www.acceleident.com) and is incorporated herein by reference, to understand and agree to our policies regarding your privacy.

1. Terms may be modified

OATI reserves the right to update or modify the Terms at any time without prior notice. Your continued use of any portion of the OATI Service, including any portion of the Site and/or

Application, whether or not as a registered user, following any such update or modification constitutes your agreement to follow and be bound by the Terms as updated or modified. For this reason, you are advised to review these Terms whenever you use the OATI Service. These Terms may be found at any time on the Site and Application, and OATI will provide you with a copy of the Terms upon request.

2. Use of the OATI Service

You may use the OATI Service if you are in good standing with the Company or not otherwise prevented from using the OATI Service under applicable law. You may connect to the OATI Service (i) by use of a device that is manufactured, distributed, or sold by or on behalf of OATI; (ii) through the OATI mobile applications; (iii) through the OATI Connect software; (iv) through approved third-party applications; or (v) through www.aceledent.com (together, the “**Authorized Connections**”). You may not connect to the OATI Service in any other manner, including by use of any device (a) that is not manufactured, distributed, or sold by or on behalf of OATI (such as a copycat, replica version of an OATI product), (b) otherwise intends to resemble or purports to be a OATI Product; or (c) any unauthorized application or third-party connection. Any violation or attempted violation of this provision may result in the immediate termination of your ability to access the OATI Service. If you have questions about whether a product or application qualifies as an Authorized Connection, please contact customerservice@orthoaccel.com.

3. Creating an Account

In order to utilize the OATI Service, you will need to create an account by providing us with a valid email address and system-accepted password. You are responsible for all activity that occurs in connection with your account. You agree that OATI is not liable in any respect for any loss or damages caused by your direct or indirect failure to maintain the confidentiality of your account credentials.

OATI may periodically need to contact you about your use of the OATI Service. These communications are part of the OATI Service and you may not opt-out from such communications (“**Essential Communications**”). You may manage communications (including opting out from receiving other non-Essential Communications), and update personal account and profile information through the account support settings.

4. Necessary Equipment; Internet and Viruses

Full use of the OATI Service is dependent upon your use of a computer with adequate software or a supported mobile device and Internet access. The maintenance and security of this equipment may influence the performance of the OATI Service and it is your responsibility to ensure the equipment’s functionality. While using the internet and the OATI Service, you may encounter various costs, expenses, or technical difficulties which could impact you and your computer equipment. You may also inadvertently receive computer viruses or other malicious files while using the OATI Service. You agree that OATI is not responsible for such difficulties, viruses or other malicious files encountered during your use of the OATI Service or the internet, or any loss or damages caused thereby. For these reasons, OATI recommends that you take every possible

precaution to avoid of such difficulties, viruses and other malicious files, including, but not limited to through the use of anti-virus software and equipment.

5. OATI Content; OATI's Intellectual Property Rights

“**OATI Content**” includes any text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the OATI Service to you. All intellectual property rights in the OATI Content, the OATI Service and any derivative rights, shall remain OATI's sole property. OATI Content, the OATI Service and their underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries, except to the extent they constitute Your Content (as defined below). You agree not to remove, change or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the OATI Service or OATI Content.

6. License Grant

Provided that you comply with these Terms, OATI grants you a limited, non-exclusive, non-transferable, non-sublicensable license to (i) access and view the OATI Content, (ii) access and use the software and mobile applications provided by the OATI Service, and (iii) use the software that is embedded into OATI products as authorized in these Terms. This license is provided solely for your personal and non-commercial use of the OATI Service as permitted under these Terms. If this Agreement terminates and/or if you are in default of these Terms, this license shall automatically terminate.

You may not copy, download, reproduce, modify, publish, distribute, transmit, transfer, create derivative works from, reverse engineer, improve, import, export, offer for sale, or sell the OATI Service, or any OATI Content, without first obtaining written permission from OATI. You hereby agree to assign and do hereby assign to OATI all rights and interests in any intellectual property, submissions, data, improvements, derivative works, modifications, inventions, or otherwise, related to or derived from the OATI Service, or any OATI Content, that are developed by or attributable to you.

7. Prohibited Actions on the OATI Service

Except to the extent permitted by law, you may not perform, attempt to perform, or encourage or assist others in performing any of the following while accessing or using the OATI Service: (i) use, display, mirror or frame the OATI Service or any individual element within the OATI Service, OATI's name, any OATI trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without OATI's express written consent; (ii) access or tamper with non-public areas of the OATI Service, OATI's computer systems, or the technical delivery systems of OATI's providers; (iii) test the vulnerability of any OATI system or breach any security or authentication measures; (iv) circumvent any technological measure implemented by OATI or any of OATI's providers or any other third party (including another user) to protect the OATI Service or OATI Content; (v) access the OATI Service or OATI Content through the use of any mechanism other than through the use of an Authorized Connection, OATI Service or

OATI applicable programming interface (vi) modify, decompile, disassemble, reverse engineer, tamper with or otherwise attempt to derive the source code of any software that OATI provides to you or any other part of the OATI Service or (vii) use any form of hardware or software that blocks or enabled blocking of third party advertising accessible through links, including advertising banners, on the Site or Application.

8. Communications and Submissions on the OATI Service

You may receive and post messages (“**Your Content**”) on the OATI Service. You retain all rights to and are responsible for Your Content. With respect to posting messages, you represent and warrant that Your Content and the use and provision of Your Content on the OATI Service will not: (a) infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy in any contributory, direct or vicarious fashion; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) be fraudulent, false, misleading or deceptive; (d) post or transmit anything that is or may be construed as defamatory, obscene, pornographic, vulgar or offensive or that could give rise to any civil or criminal liability under the law; (e) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (f) be violent or threatening or promote violence or actions that are threatening to any person or entity; or (g) promote illegal or harmful activities or substances. OATI is not responsible for Your Content at any time. OATI does not monitor any of Your Content and has no obligation to and will not monitor any such communications. You agree that any other submissions, data, comments, content, ideas, modifications, intellectual property, including copyrights, derivatives, communications, or any other information, but excluding all of Your Content (collectively, “**Transmissions**”) submitted to OATI, whether through the OATI Service, Site, Application, social networking or advertising website, or otherwise, by you or anyone acting on your behalf, regarding the OATI Service, Site, Application, OATI Content, shall be and remain the exclusive property of OATI. Any such Transmissions will be treated as non-confidential and non-proprietary and constitute an assignment to OATI of all world-wide rights, titles and interests in all copyrights and other intellectual property rights in the Transmissions. OATI will be entitled to use, reproduce, disclose, publish and distribute any Transmissions you transmit for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products or services without compensating you in any way. For this reason, you should not send us any Transmissions that you do not wish to assign to us, including any confidential information or any original creative materials such as artwork, product ideas, or computer code.

9. DMCA/Copyright Policy

OATI respects the intellectual property of others and will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act (“**DMCA**”), Title 17, United States Code, Section 512(c) and expects you to comply as well. If you fail to comply or otherwise infringe the rights of copyright holders, OATI may, at its sole discretion, terminate your access to the OATI Service. Please see OATI’s [DMCA/Copyright Policy \[www.aceledent.com\]](http://www.aceledent.com).

10. Our Enforcement Rights

We are not obligated to monitor access or use of the OATI Service, OATI Content, or Your Content or to review or edit any OATI Content or Your Content, but we have the right to do so for the purpose of operating the OATI Service, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal processes, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable access to the OATI Service, any OATI Content, or Your Content at any time and without notice, and at our sole discretion, if we determine that the OATI Content, Your Content, or your use of the OATI Service is objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects the OATI Service.

11. Warranties and Disclaimers

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND OATI, WHICH WAS INTENDED TO SUPERSEDE THIS AGREEMENT IN THE EVENT OF A CONFLICT, THE OATI SERVICE AND ALL MATERIALS AND CONTENT ACCESSIBLE THROUGH THE OATI SERVICE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, OATI MAKES NO WARRANTY THAT (i) THE OATI SERVICE AND OATI CONTENT WILL MEET YOUR REQUIREMENTS; (ii) THE OATI SERVICE, AND OATI CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE OATI SERVICE OR OATI CONTENT WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS OR CONTENTS PURCHASED OR ACCESSIBLE BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE OBTAINED FROM OR USED THROUGH THE SITE OR APPLICATION, OR ANY DEFECTS IN THE SITE OR APPLICATION, ITS CONTENT, OR THE OATI SERVICE AS A WHOLE, WILL BE CORRECTED.

THE OATI SERVICE AND OATI CONTENT COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. OATI MAY MAKE CHANGES TO THE CONTENTS OF THE OATI SERVICE, AT ANY TIME WITHOUT NOTICE. THE OATI CONTENT OF THE OATI SERVICE MAY BE OUT OF DATE, AND OATI MAKES NO COMMITMENT TO UPDATE SUCH CONTENT OR SERVICES.

YOU UNDERSTAND AND ACKNOWLEDGE THAT (i) OATI DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY CONTENT, PRODUCTS, OR SERVICES SUBMITTED OR OFFERED BY THIRD PARTY ADVERTISING ACCESSIBLE THROUGH LINKS, INCLUDING ADVERTISING BANNERS, ON THE SITE OR APPLICATION; (ii) OATI MAKES NO REPRESENTATION OR WARRANTIES WHATSOEVER ABOUT ANY SUCH THIRD PARTY ADVERTISERS, THEIR CONTENT, PRODUCTS, OR SERVICES; (iii) ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD

PARTY ADVERTISERS ARE AT YOUR OWN RISK; AND (iv) OATI SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY CONTENT, PRODUCTS, OR SERVICES OFFERED BY SUCH THIRD PARTIES.

THE USE OF OR THE DOWNLOADING OR OTHER USE OF ANY OATI CONTENT OR COMMUNICATIONS THROUGH ANY PORTION OF THE OATI SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. OATI ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITE OR APPLICATION OR IN CONNECTION WITH ANY SERVICES, CONTENT, COMMUNICATIONS, OR EMAIL AS WELL AS CONTENT OFFERED THROUGH THE OATI SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OATI OR THROUGH OR FROM THE OATI SERVICE OR OATI CONTENT SHALL CONSTITUTE LEGAL, COMMERCIAL, OR OTHER ADVICE OF RELIANCE OR CREATE ANY LIABILITY OF OATI OR ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. YOUR USE OF THE OATI SERVICE AND OATI CONTENT SHALL NOT CREATE, AND YOU AGREE NOT TO ASSERT, ANY FORM OF JOINT VENTURE, PARTNERSHIP, JOINT OR SEVERAL LIABILITY, AGENCY, OR ANY OTHER FORM OF RELATIONSHIP BETWEEN YOU AND OATI EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

DEPENDING ON YOUR USE OF THE OATI SERVICE, OATI MAY HAVE ADDITIONAL OR REPLACEMENT TERMS AND CONDITIONS AVAILABLE ON THE WEBSITE WWW.ACCELEDENT.COM, WHICH MAY BE UPDATED FROM TIME-TO-TIME, AND YOUR USE OF THE OATI SERVICE MAY BE GOVERNED BY SUCH ADDITIONAL TERMS AND CONDITIONS. IT IS YOUR RESPONSIBILITY TO REVIEW ADDITIONAL OATI TERMS AND CONDITIONS AND ENSURE YOUR COMPLIANCE, AT ALL TIMES, WITH ALL SUCH APPLICABLE TERMS AND CONDITIONS. IN THE EVENT THAT THESE TERMS OF USE CONFLICT WITH ANY OTHER APPLICABLE OATI WRITTEN TERMS OR CONDITIONS, SUCH ADDITIONAL OR AMENDED TERM(S) SHALL CONTROL.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. IN THE EVENT THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS CONTAINED IN THESE TERMS OF USE SHALL BE DETERMINED BY A COURT TO BE INVALID OR UNENFORCEABLE, THEN SUCH PROVISIONS SHALL BE REFORMED TO THE MAXIMUM LIMITATION PERMITTED BY APPLICABLE LAW. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS.

12. Updates to the OATI Service

Company may from time to time, in its sole discretion, develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by OATI products without prior notice to you. Updates may also modify or delete in their entirety certain features and functionality. You agree that OATI has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Further, OATI may modify, suspend or discontinue, temporarily or permanently, any feature or component of the OATI Service at any time without notice. OATI is not liable to you or to any third party for any modification, suspension or discontinuance of any feature or component of the OATI Service.

13. Termination

If you violate these Terms, we reserve the right to deactivate your account or terminate these Terms, at our sole discretion, at any time and without notice or liability to you. Upon any such termination, we may delete Your Content and other information related to your account. You may cancel your account at any time by contacting [Customer Support](#). Upon any termination, discontinuation or cancellation of the OATI Service or your account, the following provisions of these Terms will survive: OATI Content; OATI’s Intellectual Property Rights; Our Enforcement Rights; Termination; Warranties and Disclaimers; Indemnity; Limitation of Liability; Dispute Resolution; and General Terms.

14. Indemnity

YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS OATI AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE “OATI GROUP”), FROM AND AGAINST ANY CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS OF STRICT LIABILITY, NEGLIGENCE OF ANY PERSON OR ENTITY, INCLUDING CLAIMS OF NEGLIGENCE AGAINST THE OATI GROUP, AND FOR LIABILITY IMPOSED BY LAW, WHETHER STATUTORY OR OTHERWISE), DISPUTES, DEMANDS, LIABILITIES, DAMAGES, LOSSES, AND COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES (COLLECTIVELY, “CLAIMS”) RELATED TO, CONNECTED WITH OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, (I) YOUR ACCESS TO OR USE OF THE OATI SERVICE, (II) YOUR ACCESS TO OR USE OF THE OATI CONTENT, (III) YOUR ACCESS TO OR USE OF THE OATI CONTENT, (IV) YOUR BREACH OF ANY WARRANTIES MADE BY YOU HEREUNDER, OR (V) YOUR VIOLATION OF ANY OTHER PROVISION OF THESE TERMS, REGARDLESS OF FAULT INCLUDING THE NEGLIGENCE OF OATI. You agree that OATI may select counsel of its choice to defend it in connection with any Claims for which you are obligated to provide indemnity and/or defense. You further agree that you will cooperate with OATI in the defense of any Claims.

15. Limitation Of Liability

NEITHER OATI, ITS SUPPLIERS OR LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE OATI SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE OATI SERVICE, REGARDLESS OF WHETHER ANY SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING THE NEGLIGENCE OF OATI OR ITS AFFILIATES), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT OATI HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL OATI'S TOTAL LIABILITY TO ANY PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE OATI SERVICE EXCEED THE LESSER OF (I) THE AMOUNTS YOU HAVE PAID TO OATI FOR USE OF THE OATI SERVICE OR (II) ONE HUNDRED DOLLARS (\$100).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN OATI AND YOU.

16. Dispute Resolution, Choice of Law and Agreement on Venue and Jurisdiction

The Terms shall be deemed to have been executed and delivered within the State of Texas. The Terms and the resolution of any dispute, claim, cause of action, or other controversy between you and OATI concerning the OATI Service, the OATI Content, any other OATI products or services, or these Terms, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis (“**Dispute**”) shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws principles.

You agree that the mandatory and exclusive venue for the filing and determination of any Dispute shall be in the State or Federal Courts located in Houston, Harris County, Texas. You and OATI consent and agree to submit to the jurisdiction of these courts and waive any defenses that You or OATI have or may have to the jurisdiction of such courts.

Prior to the institution of any litigation in the State or Federal Courts located in Houston, Harris County, Texas arising out of a Dispute, the Parties agree to attempt to resolve such Dispute through informal negotiation. In particular, in the event of a Dispute, you or OATI must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by email to OATI at legal@oati.com. OATI will send any Notice of Dispute to you by U.S. Mail to your address if OATI has it, or otherwise to your email address. You and OATI will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or OATI may commence litigation in the State or Federal Courts located in Houston, Harris County, Texas.

17. General Terms

Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between OATI and you regarding the OATI Service, and these Terms supersede and replace any and all prior oral or written understandings or agreements between OATI and you regarding the OATI Service and OATI Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without OATI's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. OATI may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by OATI under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the OATI Service. For notices made by e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.

OATI's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of OATI. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Last modified: April 24, 2017

Privacy Policy

Introduction

Any information that OATI collects through your use of the OATI Service is subject to the OATI Privacy Policy set forth herein, which is fully incorporated with the Terms of Use. Terms used herein but not defined shall have the meaning set forth in the Terms of Use.

OATI takes the privacy of our customers, patients and online visitors very seriously. With respect to our AcceleDent users who are children under the age of 13, our Children's Privacy Policy (attached hereto as Exhibit A and fully incorporated herewith), which is in accordance with the U.S. Children's Online Privacy Protection Act, addresses how we use and what we will and will not do with information collected from such users. By using the OATI Services, you consent to the terms of our Privacy Policy and our use of cookies, as described below. By accepting these terms and submitting Personal Information, you consent to OATI's use of such information as provided below.

These Terms of Use govern your use of the OATI Service and OATI Content, and by proceeding to use the OATI Service you consent that we may process the data that we collect from you in accordance with this Privacy Policy.

Because we are always looking for new and innovative ways to help you achieve accelerated orthodontics, this policy may change over time, but any future changes will not affect data that was collected under a previous version of this policy. If any modifications substantially change your rights, we will send an email summarizing the changes to the address associated with your OATI account and provide notice on the Site.

And remember, we're here to help. If you have any questions, please contact us.

When Data is Collected

Creating an OATI Account

If you want to access data collected by your AcceleDent or wish to monitor data of an AcceleDent patient who invites you to join their community as an observer or clinician, you must create an OATI account. When you create an OATI account, we ask for some personal information, including your email address. Your email address will be your OATI account user name, which you will use to login to your account. We do not display your email address to other users. Instead, others will see the name you enter in your profile settings.

Visit Our Sites

In addition to the personal information shared to set up an OATI account, OATI collects industry standard data from everyone who visits our Sites, even if you do not have an OATI account. This includes log data that automatically records information about your visit, such as your browser

type, operating system, the URL of the page that referred you, the different actions you performed, and the IP address you used to access pages on the Site. We use this type of information to provide you with an experience that is relevant to your location based on the IP address, to prevent Site misuse, and to ensure the Site is working properly. Our website uses cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree or there is implied consent. These cookies allow us to distinguish you from other users of the website which helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

Sync Your Device

When you sync your device through the Application, data recorded on your device about your activity is transferred from your device to our servers. This data is stored and used to provide the OATI Service and is associated with your account. Each time a sync occurs, we log data about the transmission. Some examples of the log data are the sync time and date, device battery level, and the IP address used when syncing.

Contact Us

Whenever you contact OATI for help, we collect your name and email address along with additional information you provide in your request so that we can provide you with assistance and improve the OATI Service. You can also contact OATI on public forums such as Twitter or Facebook; however, we cannot maintain the privacy of your communication to us if you contact us through these channels.

Add Friends

To help you stay motivated on your orthodontic journey, OATI lets you add friends to share your usage progress. You can invite friends to join your community by providing their email addresses. When you share your friends' contact information with us to add them as a friend, we will only use it for this purpose.

Activate Location Features

The OATI Service includes features that require the collection of specific location data, including: GPS signals, device sensors, Wi-Fi access points, and cell tower IDs. We only collect this type of data for local time and date preferences. We store this information in your OATI account. We do not share or use this data for any other purpose.

We only collect information about you when you are interacting with OATI Products & Services.

Why we collect data

OATI uses your data to provide you with the best experience possible, to help you make the most of your AcceleDent, and to improve and protect the OATI Service. Here are some examples:

- Contact information is used to send you notifications, and to inform you about new features or products we think you would be interested in.
- Data, Gender, Age and Orthodontic Treatment Method data are used in research to understand and improve the OATI Device and OATI Service.
- Data that does not identify you may be used to inform the health community about trends, for marketing and promotional use, or for sale to interested audiences. See “**Sharing of De-identified Data That Does Not Identify You**” to learn more.

What kinds of data we share

Data That Could Identify You

Personally Identifiable Information (“PII”) is data that includes a personal identifier like your name, email or address, or data that could reasonably be linked back to you. We will only share this data under the following circumstances:

- With companies that are contractually engaged in providing us with services, if these companies are obligated by contract to safeguard any PII they receive from us.
- If we believe that disclosure is reasonably necessary to comply with a law, regulation, valid legal process (e.g., subpoenas or warrants served on us), or governmental or regulatory request, to enforce or apply the Terms, to protect the security or integrity of the OATI Service, and/or to protect the rights, property, or safety of OATI, its employees, users, or others. If we are going to release your data, we will do our best to provide you with notice in advance by email, unless we are prohibited by law from doing so.

Data That Does Not Identify You (De-identified Data)

OATI may share or sell aggregated, de-identified data that does not identify you, with partners and the public in a variety of ways, such as by providing research or reports about accelerated orthodontic treatment. When we provide this information, we perform appropriate procedures so that the data does not identify you and we contractually prohibit recipients of the data from re-identifying it back to you.

Ways you might share your data

OATI Social Tools

OATI provides a simple way for you to share your AcceleDent usage data with other users, such as your orthodontist office and family. You may interact with only the people you personally invite, and who become part of your community. They will have access to your usage data, and you will be able to message them to share any exciting updates.

How Long We Save Your Data

We store your PII for as long as you maintain an OATI account. Backup copies of this data will be removed from our server based upon an automated schedule, which means it may persist in our archive for a short period.

How to Deactivate Your OATI Account

You can deactivate your OATI account by contacting Customer Support. When you do, data that can identify you will be removed from the OATI Service, including, but not limited to, your email, name, and friends. Backup copies of this data will be removed from our server based upon an automated schedule, which means it may persist in our archive for a short period. OATI may continue to use your de-identified data after you deactivate your account.

How Does OATI Keep My Data Safe?

OATI uses a combination of technical and administrative security controls to maintain the security of your data. Data storage complies with Protected Health Information (“**PHI**”) security standards. Data is always encrypted and digitally signed at the source and transmitted in the most secure way possible. Data is stored encrypted so access to clear data is impossible to find. Before any data leaves OATI Application, it is digitally signed and encrypted. This insures that in places outside of the control of OATI that the software is secure both in content and examination of third parties.

How Does OATI Handle Data From International Visitors?

The OATI Service is hosted and operated entirely in the United States and is subject to United States law. Any personal information that you provide to OATI is being transferred to OATI for use solely in the United States and will be hosted on United States servers. You consent to the transfer of your personal information to the United States. If you are accessing the OATI Service from outside the United States, please be advised that United States law may not offer the same privacy protections as the law of your jurisdiction.

OATI complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks which were designed by the U.S. Department of Commerce, and the European Commission and Swiss Administration, respectively, to provide companies on both sides of the Atlantic with a mechanism to comply with data protection requirements when transferring personal data from the European Union and Switzerland to the United States in support of transatlantic commerce. OATI has certified that it adheres to the EU-U.S. and Swiss-U.S. Privacy Shield Framework of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the EU-U.S. and Swiss-U.S. Privacy Shield Framework, please visit <https://www.privacyshield.gov/Program-Overview>. In compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, OATI commits to resolve complaints about your privacy and our collection or use of your personal information. European Union and Swiss citizens with inquiries or complaints regarding this privacy policy should first contact support.

OATI has further committed to the EU Privacy Shield and offers independent dispute resolution mechanism with, the BBB EU PRIVACY SHIELD, operated by the Council of Better Business

Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit the BBB EU PRIVACY SHIELD website at <http://www.bbb.org/EU-privacy-shield/contact-us/> for more information and to file a complaint.

Cookie Policy

The cookies we use are mostly ‘analytical’ cookies. They allow us to recognize and count the number of visitors and to see how visitors move around the site when they are using it, which sections of the site are most frequently visited, and for how long. . OATI utilizes this information to improve and enhance our website by monitoring the areas on the site which are most popular. This aggregated information may be shared with third-party partners to provide them with an overview of how OATI visitors use the site. This helps us to improve the way our website works, for example by making sure users are finding what they need easily. The data collection and reporting behind this analysis is currently provided by Google Analytics. More information about Google Analytics can be found on-line. Other cookies are employed by plug-ins to our website, such as a video player that tracks the number of viewers and a live chat application that allows users to chat with our inside sales team.

OATI’s web servers gather users’ IP address and share these IP addresses with Google Analytics to determine where people are visiting this website from.

Your California Privacy Rights

California Civil Code Section 1798.83 permits our visitors who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to or write us: customerservice@orthoaccel.com email or you may contact us via regular mail at:

OrthoAccel Technologies, Inc.
6575 West Loop South, Suite 200
Bellaire, Texas 77401

Last modified: April 24, 2017

Exhibit A

Children's Online Privacy Policy

OATI is committed to protecting the privacy of children who use our Site and Application. This Children's Online Privacy Policy explains our information collection, disclosure, and parental consent practices with respect to information provided by children under the age of 13 (“**child**” or “**children**”), and uses terms that are defined in our general [Privacy Policy](#). This policy is in accordance with the U.S. Children's Online Privacy Protection Act (“**COPPA**”), and outlines our practices regarding children's personal information. For more information about COPPA and general tips about protecting children's online privacy, please visit [OnGuard Online](#).

1. The Information We Collect From Children, How We Use It, and How and When We Communicate With Parents or Legal Guardians

Below we summarize potential instances of collection and outline how and when we will provide parental notice and/or seek parental consent. In any instance that we collect personal information from a child, we will retain that information only so long as reasonably necessary consistent with the OATI Privacy Policy or as required by law. In the event we discover we have collected information from a child in a manner inconsistent with COPPA's requirements, we will either delete the information or immediately seek the parent's or legal guardian's consent for that collection.

Registration

Children can, as a patient, register with the Application and view the OATI Content and communicate with other registered users. During the registration process, we ask the child's name, age, gender, email address and phone number. We will not require a child to provide more information than is reasonably necessary in order to participate on the Application or Site.

Posting Messages

Registered users who are children will be able to communicate directly with other registered users by posting messages through the Application. As all posted messages are encrypted, we are unable to review the content. We strongly encourage children who use these interactive features on our Application never to provide personal information about themselves or any third party. We also recommend that parents or legal guardians carefully supervise their children when the children are using the Site or Application.

Push Notifications

Push notifications are notifications on mobile and other devices that are typically associated with downloaded applications, and which can communicate to the device holder even when the application is not in use. Parents or legal guardians can turn off the notifications on their Mobil

Device Support screen if preferred. Finally, we will not associate the device identifier with other personal information without contacting the parent or legal guardian to get consent.

Persistent Identifiers

When children interact with us, certain information may automatically be collected. Such information includes the type of computer operating system, the child's IP address or mobile device identifier with the consent of the parent or legal guardian, the web browser, the frequency with which the child visits various parts of our Site or Application, and information regarding the online or mobile service provider. OATI uses your child's data to provide your child with the best experience possible, to help your child make the most of his/her AcceleDent experience, and to improve and protect the OATI Service. Here are some examples:

- Contact information is used to send you notifications, and to inform you and your child about new features or products we think you would be interested in.
- Data, Gender, Age and Orthodontic Treatment Method data are used in research to understand and improve the OATI Device and OATI Service.
- Data that does not identify your child may be used to inform the health community about trends, for marketing and promotional use, or for sale to interested audiences.

In the event we allow others to collect such information from your child on our Site and Application for other purposes, we will notify you and obtain your consent prior to such collection.

2. When Information Collected From Children Is Available To Others

We may share or disclose personal information collected from children in a limited number of instances, including, having to disclose personal information if permitted or required by law, for example, in response to a court order or a subpoena. To the extent permitted by applicable law, we also may disclose personal information collected from children (i) in response to a law enforcement or public agency's (including schools or children services) request; (ii) if we believe disclosure may prevent the instigation of a crime, facilitate an investigation related to public safety or protect the safety of a child using our sites or applications; (iii) to protect the security or integrity of our sites, applications, and other technology, as well as the technology of our service providers; or (iv) enable us to take precautions against liability.

3. Parental Choices and Controls

At any time, parents or legal guardians can refuse to permit us to collect further data and information from their children and can request that we delete from our records the personal information we have collected in connection with that account. Please keep in mind that a request to delete records may lead to a termination of an account, membership, or other service.

Where a child has registered for an AcceleDent account, we use two methods to allow parents or legal guardians to access, change, or delete the personally identifiable information that we have collected from their children:

1. Parents or legal guardians can request access to and delete their child's account by directly logging on to the child's account. Parents or legal guardians will need their child's username and password. The Login home page allows you to recover a password if the child cannot recall it.
2. Parents or legal guardians can contact AcceleDent customer service customerservice@orthoaccel.com to request access to, change, or delete their child's personal information.

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