

IFACESMILE PRICING TERMS & CONDITIONS 2020

(Valid only in China, Effective January 1, 2020)

These **IFACESMILE PRICING TERMS & CONDITIONS (“Terms”)** are the only terms and conditions which apply to contracts between iFaceSmile Technology Inc. or one of its subsidiaries, as applicable (“we”/ “us”/ “iFaceSmile”), and any Customer (“Customer”) for purchases of iFaceSmile products (“Products”/ “Product”) and/ or related services (“Services”), except where we have otherwise expressly agreed in writing.

These Terms apply to all aspects of the relationship between iFaceSmile and Customer from the time that Customer first accesses our systems and software, whether to place an order for Products or Services (“Customer Orders” or “Order”), or to provide patient information for the purpose of placing such orders, or to obtain access to iFaceSmile branding or marketing materials. No other terms shall apply to the relationship between iFaceSmile and our Customer for the purchase of Products or Services, whether implied or otherwise, except terms expressly agreed to in writing by iFaceSmile, and Term 16.3 shall apply.

PART 1: INTRODUCTION

Within the territory of the People’s Republic of China, in the event of any inconsistency or conflict between Part 1 and other parts in these Terms, Part 1 shall prevail.

CUSTOMER

iFaceSmile’s Customer is a medical treatment institution, such as hospital, clinic or other legal entity holding a “Medical Institution Practice License” issued by the State Public Health Administrative Department, with medical subjects of diagnosis and treatment including "Stomatology", "Dental Treatment", “General Dentistry”, “Esthetic Dentistry” or similar expressions (“Practice”).

iFaceSmile authorizes doctor, dentist, or orthodontist, who holds the “Doctor’s Practice Certificate”, is employed by Customer and is designated by Customer for this purpose,

2020 年爱圣美定价条款与条件

(仅适用中国,自 2020 年 1 月 1 日起生效)

本爱圣美定价条款与条件 (“条款”), 除非另有明确的书面约定, 是普遍适用于上海爱圣美科技有限公司或其任一适格的分支机构 (“我们” 或 “爱圣美”) 与任一客户 (“客户”) 之间, 为购买爱圣美产品 (“产品”) 和 / 或相关服务 (“服务”) 而签订的合同的唯一的条款和条件。

从客户第一次访问我们的系统和软件时起, 无论是为了订购产品或服务 (“客户订单” 或 “订单”), 或是为了提交该订单而提供患者信息, 亦或是为了获取爱圣美的品牌或营销材料, 这些条款均适用爱圣美和客户之间关系的各个方面。除非爱圣美以书面形式明确同意适用其他条款和适用本条款第 16.3 条, 其他任何条款, 无论是暗含的或其他形式的, 均不适用爱圣美和客户之间为购买产品或服务而形成的关系。

第 1 部分 介绍

在中华人民共和国领域内, 如果本条款的第一部分与其他部分有冲突, 应以第一部分为准。

客户

爱圣美的客户是持有由国家卫生行政部门统一颁发的《医疗机构执业许可证》、且诊疗科目包含有“口腔科”或“牙科”或“普通牙科”或“美容牙科”专业或类似表述的医疗机构, 诸如医院、诊所或其他法律实体 (“执业机构”)。

爱圣美授予客户指定的在客户执业的具有《医师执业证书》的医生、牙科医生或牙齿矫正医师, 以爱圣美客户身份 (仅分配给个人; “爱圣美医生”), 用于登录被密码保护的“爱圣美系统” (在下方定义)。

爱圣美医生, 包括但不限于, 使用“爱圣美系统” (在下方定义)、提交客户订单、进行“TT®隐形矫治方案批准” (在下方定义) 或其他一切与爱圣美产品或服务相关的行为, 均视为经客户授权, 为之并代表客户的行为, 其法律后果由客户承担。

to use the iFaceSmile customer identity number (allocated to a single individual only; **“iFaceSmile Doctor”**) to access the password protected **“iFaceSmile Systems”** (defined below).

The activities of the iFaceSmile Doctor, including but not limited to using **“iFaceSmile Systems”** (defined below), placing Customer Orders, conducting **“TT Aligner Approval”** (defined below) or any other activities related to purchases of iFaceSmile’s Products or Services are deemed as activities done with the authorization of, for and on behalf of Customer and all the legal consequences from such activities shall be borne by Customer.

If the name of the iFaceSmile Doctor or other doctor appears on iFaceSmile invoice(s) and/ or the iFaceSmile Doctor or other doctor pays iFaceSmile’s invoices, then the doctor will be also deemed as iFaceSmile’s Customer and the doctor and the Customer or Practice shall be jointly and severally liable for obligations in these Terms.

The iFaceSmile Doctor and the Practice must read and understand these Terms before downloading any materials or software, uploading Patient information or placing any Customer Order, because in each case, a contract will be formed and Customer will be bound by these Terms which will govern that contract.

CUSTOMER ORDERS AND CONTRACTS

If Customer accesses iFaceSmile's IT systems or uses iFaceSmile software, including any iFaceSmile website, iFaceSmile's Store or Web store and/ or the TT® Doctor Site (**“IDZ”**) and TT® iFace series software (together **“iFaceSmile Systems”**), Customer does so with the permission of iFaceSmile, for the purpose of a good faith relationship with iFaceSmile, for ordering Products or Services offered by iFaceSmile from time to time.

Use of TT® iFace series software is subject to the terms of the iFaceSmile software license. These Terms govern Customer's use of iFaceSmile Systems and the processes and requirements for ordering Products and Services and Customer agrees to be bound by them in consideration for iFaceSmile providing Customer with access to the iFaceSmile Systems.

Customer Orders are placed or submitted using iFaceSmile Systems and are considered to be placed or submitted (pending acceptance by iFaceSmile): if TT® Aligner Approval (**“TT® Aligner Approval”**) is required, on the date that approval is submitted; if no TT® Aligner Approval is required, but records must be submitted, on the date of the provision of **“All Materials Required”** (see Attachment 2); if no TT® Aligner Approval or records are required, on the date the Customer Order is logged on the iFaceSmile Systems.

Customer Orders for Products that are iFaceSmileers or retainers must be for delivery to the country in which the named patient for those iFaceSmileers (**“Patient”**) is

如果爱圣美医生或其他医生的姓名显示在爱圣美账单上，和/或该爱圣美医生或其他医生支付爱圣美账单，则该医生也视为爱圣美的客户，且该医生和客户/执业机构就本条款中的义务承担连带责任。

在下载任何材料或软件、上传患者信息或提交任何客户订单之前，爱圣美医生和执业机构必须阅读并理解本条款，因为每一病例都将签订一个受制于本条款的合同。

客户订单和合同

爱圣美许可客户为了与爱圣美保持诚信的关系、为了不时地订购爱圣美提供的产品或服务而访问爱圣美信息技术系统或使用爱圣美软件，包括任何爱圣美网页、爱圣美商店或网店，和/或TT®医生专区网站(“IDZ”)以及TT®iFace系列软件(合称“爱圣美系统”)。

使用TT®iFace系列软件须遵守爱圣美软件许可条款。这些条款规定了客户使用爱圣美系统和订购爱圣美产品和服务的程序和要求，并且客户同意在爱圣美允许客户访问爱圣美系统的情况下接受这些条款的约束。

客户订单通过爱圣美系统提交。以下情况视为订单已经提交(等待爱圣美接受)：如果需要TT®隐形矫治方案批准(“TT®方案批准”)，批准日视为订单提交日；如果不需要“TT®方案批准”但必须提供记录的，则下述“全部所需材料”(见附件2)的提交日视为订单提交日；如果既不需要TT®方案批准也无须提供记录的，则客户订单被输入爱圣美系统的当日视为订单提交日。

订购矫治器或保持器的客户订单，其产品必须送达到正在接受这些矫治器治疗的指定患者(“患者”)的所在国。患者通过客户接受产品作为治疗的一部分，视为正在接受“爱圣美治疗”。

账单付款日期

客户应按账单全额支付爱圣美。除非双方另有书面约定或账单中另有规定，账单应当在开具后15日内支付，否则构成违约行为。任何账单或其他到期未付金额，爱圣美可在法律允许的范围内收取最高利息。如果任何账单在到期日后超过15日仍未支付，爱圣美有权根据治疗情况自行决定停止履行合同、解除合同或暂停履行合同。

货运

receiving Treatment. A patient receiving a Product as part of their treatment by Customer is receiving an **"iFaceSmile treatment"**.

INVOICE PAYMENT DATE

Customer shall pay all iFaceSmile invoices as directed in the invoice in full and in cleared funds. Invoices are due within 15 days of the date of invoice unless otherwise mutually agreed in writing by the parties or as otherwise stated in the invoice. Time of payment is of the essence. Any invoice or other outstanding balance not paid by the invoice due date may the maximum interest allowable by law. iFaceSmile reserves the right to cease or cancel or suspend its performance subject to the treatment situation if any invoice is more than 15 days past due.

SHIPPING

iFaceSmile will make reasonable efforts to contact iFaceSmile Doctor and/or Customer within 4 days of order receipt if the order submission is not complete, or all materials are not received. Incomplete order submissions will result in delays in manufacturing & shipping of products, iFaceSmile is not responsible for the breach of contract for delayed shipment caused by the aforementioned reason. Terms of shipment are as follows: iFaceSmile's obligations to deliver iFaceSmile iFaceSmileers are fulfilled upon delivery to the first carrier and all the risks shall shift from iFaceSmile to the other contractual party. Upon shipment to iFaceSmile Doctor and/or Medical Institution, all iFaceSmileers are non-returnable and fees are non-refundable unless due to quality issues during the warranty period. The warranty period shall be within 30 days after the delivery date defined in the terms 1.2.

WARRANTY RETURNS

iFaceSmileers covered under the warranty provided by iFaceSmile may be returned with a Return Material Authorization ("**RMA**") number marked clearly on the outside of the package. The package should be addressed to the Customer Care, iFaceSmile Technology Co., Ltd. ("**iFaceSmile**"); Floor 4-5, Building 13, 1525 Minqiang Rd., Songjiang District, Shanghai 201602.

Please call iFaceSmile China Customer Care to receive an RMA number.

ART AND ADVERTISING STANDARDS

Any use by Customer of iFaceSmile trademarks, logos or copyright materials is under a non-exclusive license as set out in and subject to iFaceSmile's Art and

提交的订单如不完整、或未收到所有材料，则爱圣美在收到订单后四天内通过合理努力联络爱圣美医生和/或客户。提交不完整的订单会延误产品的生产和发货，爱圣美不承担因此导致的延迟发货的违约责任。货运条款如下：爱圣美交付爱圣美定制式隐形矫治器的义务在货品交付第一承运人时即告履行完成，所有风险即由爱圣美转移至合同的另一方。一旦向爱圣美医生和 / 或医疗机构发货，所有定制式隐形矫治器均不可退货，费用亦不可退还，除非在保证期内出现质量问题。保证期为下述1.2 约定的发货日期后30 天内。

保修退货

在爱圣美规定的保证期内的定制式隐形矫治器，应在外包装上明确标注退货授权（“RMA”）编号的前提下进行退货。退货包裹应发送至上海爱圣美科技有限公司（“爱圣美”）客服，地址：上海市松江区民强路1525 号13 幢4 楼-5 楼。邮编：201602。

请致电爱圣美客服获得退货授权编号。

艺术和广告标准

客户使用爱圣美的任何商标、标识或著作权资料，均为非排他许可，且应遵守不时修订的爱圣美艺术和广告标准以及广告协议。

如需获取最新版本，请发送邮件至 aixiaomei@ifacesmile.com

责任限制

本条款包含对第 10 条所规定的对爱圣美责任的限制和排除，并且，根据第 10.2 条，爱圣美若违约或侵权（包括过失）或违反法定义务，其对客户承担的责任限于：

- (1)当爱圣美在客户的场所或者客户在爱圣美的场所或客户接受爱圣美的邀请在第三方的场所时，如若发生物质财产的损失或损坏，爱圣美可以合理预见并承担受损失财产的最大赔偿额为50 万美金；
- (2)当产品或服务造成物质财产的损失或损害，爱圣美根据产品和服务的性质所考虑的最大赔偿额为5 万美金。

法律适用与司法管辖

Advertising Standards and Advertising Agreement, which may be amended from time to time. For a current version, email aixiaomei@ifacesmile.com.

LIMITATION OF LIABILITY

These Terms contain limitations on and exclusions to iFaceSmile's liability in Term 10, and in addition, subject to Term 10.2, our liability to Customer for breach of contract or tort (including negligence) or breach of statutory duty shall be limited to:

- 1) In the case of loss or damage to physical property whilst we are on Customer's premises or Customer is on our premises or on a third party's premises at iFaceSmile's invitation, the sum of five hundred thousand US dollars US\$500,000 which is the maximum amount of compensation for lost property that can be reasonably foreseen and borne by iFaceSmile.
- 2) Where Products or Services cause loss or damage to physical property, the sum of fifty thousand US dollars US\$50,000, which is the maximum amount of compensation for considering reasonable given the nature of the Products and Services.

APPLICABLE LAWS AND JURISDICTION

Customer and iFaceSmile agree that all contracts between the parties, and any dispute or claim arising out of or in connection with any such contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Peoples' Republic of China.

Customer and iFaceSmile irrevocably agree that the People's Court located at the registration place of iFaceSmile shall have exclusive jurisdiction to settle any disputes mentioned above, provided such jurisdiction does not violate the compulsory provisions of law.

The provisions shall replace the corresponding provisions in all the previously signed contracts, orders or other contractual documents.

OTHERS

Please refer to Attachment 1 for Product Descriptions.

客户与爱圣美同意，其相互间的所有合同，以及这些合同或合同标的物或合同签订（包括非合同争议或请求）所引起或与之相关的任何争议或请求，都应受中华人民共和国法律管辖并依其解释。

客户与爱圣美不可撤销地同意，爱圣美的注册地所在的法院对上述争议的解决享有排他性管辖权，只要该排他性管辖权不违反法律的强制性规定。

本规定将取代此前的所有合同、订单以及其他合同文件中的对应规定。

其他

产品描述请见附件 1。

ATTACHMENT 1: PRODUCT DESCRIPTIONS

TT® *Adult*

The TT®Full treatment is TT® Alinger's foundation treatment option, which straightens teeth with a series of removable, virtually invisible iFaceSmileers that provides an opportunity to treat a full spectrum of patients.

TT®*Teen*

TT®Teen is an TT® Aligner treatment with special features that address the unique needs of non-adult comprehensive patients. TT® Teen treatment is indicated for patients who are in the permanent dentition or erupting dentition. Special features include compliance indicators, eruption tabs and compensators for natural eruption, the use of auxiliaries may be needed for guided or forced eruption. It is highly recommended that the Customer has the appropriate education and experience prior to using TT®Teen in Customer's treatments.

TT® *IDB*

TT® IDB is used to assist the orthodontist to accurately locate the position of the bracket, greatly reducing the time of clinical operation and improving the diagnosis and treatment efficiency and effect.

附件 1: 产品描述

TT 成人治疗方案

TT 成人治疗方案是爱圣美TT 隐形矫治的基础治疗方案，它通过一系列可自行拆戴、近乎隐形的矫正器，给患者提供一个全方位的矫治牙齿机会，使牙齿排列整齐。

TT 青少年治疗方案

TT 青少年治疗方案是一种爱圣美TT 隐形矫治的治疗方案，其特殊功能在于能满足非成年人患者的独特的、综合性需求。TT 青少年治疗方案适用于恒牙列或者萌出 牙列患者。该方案的特殊功能包括依从性指示器、萌出帽和自然萌出导引器，且可能需要为导引萌出或强制萌出而使用辅助装置。强烈建议客户在使用TT 青少年治疗方案前先获得适当的培训和经验。

TT 间接粘接导板

TT 间接粘接导板用于协助正畸医生准确定位托槽的位置，大大减少临床操作的时间，提高诊治效率和效果。

第 2 部分 临床风险

爱圣美医生及其执业机构知晓并确认同意对使用此产品进行治疗的患者承担全部责任。

爱圣美医生及其执业机构已被告知了使用说明书中载明的所有风险因素，其中许多系在爱圣美医生培训过程中被告知，且这些风险因素会通过使用说明书进行定期更新。

爱圣美医生负责在批准前仔细审核TT 隐形矫治的治疗方案，并为每个患者确定治疗方案的匹配度。

TT®iFace 系列软件是一项专有的三维计算机应用程序（电子处方），具有描绘、审查、编辑和批准牙齿矫正治疗方案的功能，包括以三维的方式虚拟呈现TT 案例

PART 2: CLINICAL RISKS

The iFaceSmile Doctor and their Practice know and confirm that they are wholly responsible for the treatment of the Patient with the Products.

The iFaceSmile Doctor and their Practice are referred for information to all risk factors stated in the instructions for use, many of which the iFaceSmile Doctor is presented with during training and which are regularly updated via Product Instructions for Use.

The iFaceSmile Doctor is responsible for carefully reviewing a TT® Aligner treatment plan prior to approval and for determining the suitability of the treatment plan for the individual Patient.

TT® iFace series software is a proprietary 3D computer application (electronic prescription) for depicting, viewing, editing and approval of an orthodontic treatment plan, including a virtual representation of the patient's expected tooth movement from the beginning stage to the final for their TT® Aligner case in a virtual three-dimensional model. It is designed to be available on the iFaceSmile Doctor computer, and is immediately launched by the system when the user clicks to view the TT® Aligner treatment plan. The software provides a computerized approximation of desired tooth movement for a specific patient and the results are simulated based on the approved TT® Aligner treatment plan; therefore actual clinical results may vary.

TT® Aligner treatment plans include the digital model, options such as placement of attachments or ridges, Interproximal Reduction (IPR) if needed in the treatment plan. The iFaceSmile Doctor is requested to review the TT® Aligner treatment plans thoroughly and the iFaceSmile Doctor may make changes or modifications via the TT® iFace series software prior to approving the final TT® Aligner treatment plan. If the iFaceSmile Doctor does not approve the DragonOrtho treatment plan, the iFaceSmile Doctor may transfer the case to iFaceSmile Full treatment, refer the case to another iFaceSmile practice, or cancel the case, subject to payment of cancellation fee.

The iFaceSmile Doctor's approval of the customized TT® Aligner treatment plan is considered a prescription to iFaceSmile and iFaceSmile's final authorization to manufacture the iFaceSmileers. Prior to use of the TT® iFace series software, the iFaceSmile Doctor agrees to review and approve the terms of the TT® Aligner Software License Agreement. iFaceSmile recommends that the iFaceSmile Doctor delays the extraction of any teeth until after approval of the TT® Aligner treatment plan, if medically feasible.

中患者预期的牙齿从初始阶段到最终阶段的移动状况。这款软件可用在爱圣美医生的电脑上，当用户点击去审查TT®隐形矫治治疗方案时，此软件立即被计算机系统启动。该软件为特定的患者提供计算机化的接近理想的牙齿移动状况模拟，视觉结果是基于经批准的TT®隐形矫治治疗方案模拟而成的，因此实际临床结果可能会有所不同。

TT®隐形矫治治疗方案包括数字化牙列模型，以及治疗方案中（如果需要）的选项，例如附件、邻接点的片切量（IPR）的配置等。爱圣美医生应当全面审核 TT 隐形矫治®治疗方案，并可以在批准最终的 TT®隐形矫治治疗方案前，通过 TT®iFace 系列软件改变或者修正治疗方案。如果爱圣美医生没有批准TT®隐形矫治 治疗方案，爱圣美医生可以将病例转为爱圣美完整治疗方案、或移转到另一个爱圣美诊所，或者在支付取消费的前提下取消该病例。

爱圣美医生批准定制 TT®隐形矫治 治疗方案，视为向爱圣美发送处方和对爱圣美生产定制式矫治器的最终授权。在使用TT®iFace 系列软件前，爱圣美医生同意审阅并批准《TT®隐形矫治软件许可协议》。如果医疗上实际可行，爱圣美建议爱圣美医生在批准TT®隐形矫治治疗方案前暂缓拔牙。

爱圣美不提供医疗、牙科或者保健服务，也不且不能提供临床医疗、临床牙科服务或者给予医疗建议。如果爱圣美医生使用第三方服务提供方以协助确定治疗方案，爱圣美医生也应承担全部风险，在批准TT®隐形矫治治疗方案之前，对之进行严密审核。

iFaceSmile does not provide medical, dental or health care services and does not and cannot practice medicine, dentistry or give medical advice. If the iFaceSmile Doctor uses a third party service provider to assist with treatment planning, this is wholly at the risk of the iFaceSmile Doctor, who should closely review the TT® Aligner treatment plan prior to approving it.

Some Products incorporate default features or preset treatment staging protocols which may be accepted by the iFaceSmile Doctor as part of his/her prescription when submitting a Customer Order to which these protocols apply. Information about treatment staging protocols can be accessed via the IDS in the Education tab or at time of order submission. It is within the iFaceSmile Doctor's sole discretion whether to change or to implement any of iFaceSmile's default features, including but not limited to proceeding with order submission or TT® Aligner Approval.

The iFaceSmile Doctor is responsible for ensuring that they are aware of the content of the Products' Instructions for Use (the "IFU") and any updates to the IFU, including the contraindications and risk factors and ensuring that Products are prescribed only to Patients who do not have contraindications and to whom the risks of iFaceSmile treatment have been properly and fully explained. The iFaceSmile Doctor is also responsible for providing their Patients with the Patient Instructions for Use and ensuring that they understand them.

PART 3: ADDITIONAL TERMS

1. Our Promises To Customer

- 1.1 The Products (including replacements) will conform to their description, they will be free from defects in material and workmanship, and they will be of satisfactory quality within the industry for the following periods:
 - a. until the Treatment Expiration Date for iFaceSmileers; and
 - b. until three (3) months after the expected first use of each retainer, with expected retainer change interval being three 3 months.

部分产品包含默认功能或预置的治疗阶段协议。当爱圣美医生提交适用这些协议的客户订单时，爱圣美医生可将这些默认功能或预置的治疗阶段协议作为他/她的处方的一部分予以接受。关于治疗阶段协议的信息，可以通过爱圣美医生网站 (IDS) 上的教育菜单获取或在提交订单时获取。爱圣美医生自行决定是否改变或执行任何爱圣美的默认功能，包括但不限于继续进行订单提交或 TT® 隐形矫治方案的核准。

爱圣美医生有义务确保他们了解产品“使用说明” (“IFU”) 以及任何使用说明书的更新的内容，包括禁忌症和风险因素，并确保产品只对没有禁忌症的患者使用，同时还应确保爱圣美的治疗风险已经向患者做了妥善和充分解释。爱圣美医生还有义务向患者提供患者的使用说明，并保证患者理解使用说明。

第 3 部分 附加条款

1. 爱圣美对客户的承诺

- 1.1 产品（包括替换件）将与说明书一致，没有材料和工艺上的缺陷，并在以下期限内符合质量要求：
 - a. 直到矫治器的治疗到期日；及
 - b. 直到每个保持器预期首次使用后的三个月。预期的保持器更换间隔为三个月。
- 1.2 爱圣美保证保持器在发货后30 天内适宜使用。如果矫治器或者保持器被不当使用、修改或与第三方产品混合使用，这些保证将失效。无论爱圣美是否提供服务，对于任何使用矫治器、保持器或任何混合使用爱圣美产品与第三方产品进行治疗的疗效，爱圣美均不作出保证。爱圣美的任何代表、雇员或代理人均无权代表爱圣美作出其他任何保证或修改这些条款中规定的限制条件。
- 1.3 如果产品不符合上述保证条款，或不符合爱圣美尚未明确以及依法排除的法律隐含条款或法律的强制性规定，爱圣美可自主决定客户能否返还产品给爱圣美并请求更换产品。除非法律另有规定，这种产品更换将会是客户的唯一补救措施，但这并不影响客户依据强制性法律行使其权利。

1.2 iFaceSmile warrants the fit of retainers for up to 30 days after shipment. THESE WARRANTIES ARE VOID IF THE IFACESMILERS OR RETAINERS HAVE BEEN MISUSED, MODIFIED OR BEEN USED IN COMBINATION WITH THIRD PARTY PRODUCTS. NO WARRANTY IS MADE REGARDING THE OUTCOME OF ANY TREATMENT USING THE IFACESMILERS, RETAINERS, OR ANY COMBINATION OF IFACESMILE PRODUCTS WITH THIRD PARTY PRODUCTS, WHETHER OR NOT WITH ANY IFACESMILE SERVICES. No representative, employee or agent of iFaceSmile is authorized to give any other warranties on behalf of iFaceSmile or modify the limitations set forth in these Terms.

1.3 Customer can return Products to iFaceSmile for replacement at iFaceSmile's sole discretion if Products do not meet the warranties in the Term above or any terms implied by law or imposed by mandatory statutory law and which iFaceSmile has not expressly and lawfully excluded. Except where the law requires otherwise, this replacement will be Customer's only remedy; however this does not affect Customer's rights under any applicable mandatory law.

2. Customer's Promises To Us

- 2.1 Customer warrants and represents, as a condition of our contract with Customer, that:
- the iFaceSmile Doctor is licensed or registered to practice dentistry and/or orthodontics without restriction in the country to which the Products are to be shipped;
 - the Practice has all licences and authorisations to provide dental treatment, including iFaceSmile treatment, in the country in which it operates;
 - Customer has the necessary expertise, experience and training to properly perform procedures associated or in conjunction with iFaceSmile treatment, including the training at or following which access is provided to Customer for the TT® Doctor Site (IDZ);

2. 客户对爱圣美的承诺

- 2.1 作为我们与客户订立合同的条件，客户保证并陈述：
- 在产品送达目的地国家，爱圣美医生没有任何限制地被许可或注册提供牙科和/或正畸治疗服务；
 - 在执业所在地国家，执业机构拥有提供牙科治疗的所有许可和授权，包括爱圣美治疗方案的授权；
 - 客户拥有正确实施与爱圣美治疗相关的必备专业知识、经验和培训，包括向客户提供的登录爱圣美医生网站（IDZ）的培训；
 - 客户并非为了将产品提供给其他医生使用，和/或其他任何患者的利益而不是客户自己的患者利益使用，或供欧盟以外的患者（如果产品原本是运输至欧盟的）使用，或供产品运输目的地国家以外的其他患者使用而购买或获取产品。
- 2.2 客户承诺，客户将（这些义务是我们与客户的合同条件）：
- 在治疗患者的任何时候，一旦客户的执照或注册执业执照到期、无效、被吊销、暂停或受到其他危害或限制，则不再使用爱圣美产品，而且会就这一情况及时通知爱圣美，并且允许爱圣美采取其认为适当的对应措施，包括第 3.4 条列出的措施；
 - 使用爱圣美产品应遵守普遍通行的牙科标准和爱圣美产品使用说明，以及爱圣美临床协议（可在 IDZ 中获取）；
 - 全面负责，并直接和自行承担患者爱圣美治疗的责任，包括在决定产品的使用、患者的治疗方案、产品的继续使用、患者的继续治疗及达到患者预期的结果中，行使临床判断权；
 - 确保客户理解并正确评估与特定患者相关联的临床风险，并使患者在开始其爱圣美治疗之前已经了解到与其治疗相关的风险；

- d. Customer is not purchasing or acquiring Products with the intent that they will be used by any other doctor and/or for the benefit of any patient other than Customer's own Patient or outside the EU (if originally shipped to the EU), or otherwise outside the country to which they are shipped.

2.2 Customer undertakes that Customer will (with these obligations being conditions of our contract with Customer):

- a. not use the Products if Customer's license or registration to practice expires, is not valid, is revoked, suspended or otherwise jeopardized or restricted at any time during treatment of Patients, but will promptly inform iFaceSmile of this fact and will allow iFaceSmile to take the steps iFaceSmile considers appropriate, including as outlined in Term 3.4;
- b. use the Products only in accordance with generally accepted dental standards and the IFU for the Products, as well as the iFaceSmile clinical protocols (available in IDZ);
- c. be fully responsible, and directly and solely liable for the iFaceSmile treatment of the Patient, including the exercise of clinical judgment in the decision to use the Products, the Patient's treatment plan, the continued use of the Products, the Patient's on-going treatment, and achieving the desired outcome for the Patient;
- d. ensure that Customer understands and properly assesses in relation to the particular Patient the clinical risks, and that the Patient is aware of the risks relevant to their own treatment prior to commencing their iFaceSmile treatment;
- e. regularly review the TT® Doctor Site (IDZ) to verify Customer is aware of any changes to these Terms, to the IFU, to iFaceSmile's Art and Advertising Standards and Advertising Agreement or the iFaceSmile Practice Marketing Toolkit;
- f. Customer provides, upon request, feedback regarding the status of any Patient's treatment, details of their experience and their and Customer's iFaceSmile treatment experience, and the success of the iFaceSmile Service(s) or Product(s);

- e. 定期查阅爱圣美医生网站 (IDZ) 以确保客户知道任何有关本条款、使用说明书、爱圣美的艺术和广告标准以及广告协议、或者爱圣美执业营销工具包的任何变化;
- f. 客户应爱圣美要求提供任何关于患者的治疗情况的反馈、其执业经验和客户的爱圣美治疗经验的详细细节, 以及爱圣美服务或产品的成功案例的细节;
- g. 爱圣美和/或客户被要求去通告任何政府或监管机构的、与任何患者使用爱圣美产品相关的任何事件发生后的 10 天内, 客户应及时向爱圣美通告该事件 (包含所有可提供的详情);
- h. 不允许其他任何主体使用爱圣美产品或服务; 及
- i. 只将爱圣美产品和服务用于为相关患者订购这些产品或服务的目的。
- j. 如果客户参与由爱圣美组织的或爱圣美代表出席的专业研讨会 (“研讨会”), 客户须从客户分享其图片、治疗或其他任何细节的每位患者处取得法律规定的形式的同意。客户承诺其参与研讨会仅仅是为了专业发展, 客户不会复制、保存、分享或使用从研讨会中获得的任何患者或其他保密资料。

- g. promptly notify iFaceSmile, and in any event within 10 days, of any event (in all available detail) relating to Product use on any Patient which iFaceSmile and/ or Customer is required to notify to any governmental or regulatory authority;
- h. not allow any other person to use the Products or Services; and
- i. only use the Products and Services in relation to the Patient they were ordered for.
- j. If Customer participates in professional discussions facilitated by iFaceSmile or at which iFaceSmile representatives are present ("Discussion"), Customer shall obtain the legally required form of consent from every patient whose images, treatment or any other details are shared by Customer. Customer acknowledges that Customer's participation in the Discussion is solely for professional development and Customer will not copy, retain, share or use any patient or other confidential material obtained by Customer through the Discussion.

3. Customer's Doctor Identity Number ("Customer ID")

If the Practice is included in the definition of "**Customer**" as provided in Part 1 of these Terms, obligations in this Term 3 which are stated to be those of the "**iFaceSmile Doctor**" shall also be obligations for which the Practice shall be held responsible, and any failure of the iFaceSmile Doctor to comply with the obligations of this Term 3 shall be treated as a breach of these Terms by that Practice.

- 3.1 The iFaceSmile Doctor understands that the iFaceSmile Doctor's Customer ID is to be used only by a single iFaceSmile Doctor or Doctors within the same practice sharing treatment responsibilities and the iFaceSmile Doctor undertakes and agrees that the iFaceSmile Doctor will not allow the iFaceSmile Doctor's Customer ID to be used by any other person to order iFaceSmile treatments for Patients who are not wholly or mainly under the iFaceSmile Doctor's own direct care, save for access and use by staff members working with the iFaceSmile Doctor to treat Patients under iFaceSmile Doctor's own care. If more than one doctor in a Practice provides iFaceSmile treatment, separate Customer ID's will be provided for each doctor.

3. 客户的医生身份号码（“客户身份”）

如果执业机构被包含在本条款第一部分的“客户”定义中，本条款第3条所规定的、应当由“爱圣美医生”遵守的义务，执业机构也应当遵守。如果任何爱圣美医生不遵守本条款第3条所规定的义务，将被视为执业机构违反本条款。

- 3.1 爱圣美医生知晓，爱圣美医生客户身份只能用于爱圣美医生个人或共享治疗责任的在同一执业机构的医生们；且爱圣美医生知晓并同意，爱圣美医生将不允许其爱圣美客户身份被其他任何主体用以订购那些不完全或不主要由爱圣美医生直接处理的患者的爱圣美治疗，与爱圣美医生共同工作的员工为了治疗由爱圣美医生自己处理的患者而登录并使用的情况除外。如果一个执业机构中有一个以上的医生提供爱圣美治疗，每个医生会获得独立的客户身份。
- 3.2 爱圣美医生承诺不与其他主体分享其爱圣美医生的客户身份，除非仅仅是为了处理爱圣美医生本人的爱圣美患者所必需：
 - a. 为了确保爱圣美治疗方案由另一接受过爱圣美培训的、并拥有独立的客户身份的医生继续进行（此情况中，其他爱圣美医生接管爱圣美治疗方案的事实，应以书面形式适当地提前通知爱圣美）；和/或
 - b. 为了保护或确保爱圣美医生的患者获得最好的治疗，倘若分享爱圣美医生身份的对象仅限于医生及其他参与处理爱圣美医生的患者的人，这些患者仍是爱圣美医生的患者。

与爱圣美之间的良好商业信誉

- 3.3 如果发生以下任何情形，爱圣美医生和/或执业机构将不再视为与爱圣美保持“良好商业信誉”：

3.2 The iFaceSmile Doctor undertakes not to share the iFaceSmile Doctor's Customer ID with any other person, except solely where this is necessary for the care of the iFaceSmile Doctor's own iFaceSmile Patients:

- a. to ensure the continuation of iFaceSmile treatment by another iFaceSmile trained doctor who has their own Customer ID (on the condition that this fact is notified promptly in writing to iFaceSmile in advance of the other doctor taking over responsibility for that iFaceSmile treatment); and/or
- b. to protect or ensure the best treatment of the iFaceSmile Doctor's Patients, and provided that sharing of the Customer ID is limited to doctors and others involved in the care of the iFaceSmile Doctor's Patients whilst they remain iFaceSmile Doctor's own Patients.

Good Standing with iFaceSmile

3.3 If any of the following circumstances occur, the iFaceSmile Doctor and/ or the Practice will not be in "**Good Standing**" with iFaceSmile:

- a. the iFaceSmile Doctor leaves the Practice; or
- b. the iFaceSmile Doctor ceases practising dentistry /orthodontics, whether permanently or temporarily, but for a period of time that iFaceSmile considers has potential to detrimentally affect the on-going treatment of Patients in iFaceSmile treatment; or
- c. the iFaceSmile Doctor's Customer ID is used by other doctors for ordering iFaceSmile treatment for patients who are not wholly or mainly under the iFaceSmile Doctor's care and responsibility; or
- d. the iFaceSmile Doctor and/ or the iFaceSmile Doctor's Practice persistently fail to timely pay for Products and/ or Services; or
- e. there is an amount due for payment by the iFaceSmile Doctor and/ or the iFaceSmile Doctor's Practice that has been outstanding for more than 90 days; or
- f. Patients, any regulatory body, the iFaceSmile Doctor's professional regulator or licensing body contact iFaceSmile with concerns about the iFaceSmile treatment provided by iFaceSmile Doctor and these are considered by iFaceSmile (in its sole discretion) sufficiently significant to likely prejudice the on-going, proper and timely iFaceSmile treatment of iFaceSmile Doctor's Patients; or

- a. 爱圣美医生离开执业机构； 或
- b. 无论永久的或暂时的， 爱圣美医生停止牙科/口腔正畸执业， 但爱圣美认为该停止会对正在进行爱圣美治疗的患者带来潜在不利影响； 或
- c. 爱圣美医生的客户身份被其他医生用以订购爱圣美治疗去治疗不完全由或不主要由爱圣美医生处理和负责的患者； 或
- d. 爱圣美医生和/或爱圣美医生的执业机构持续未能及时支付爱圣美产品和/或服务费用； 或
- e. 有一笔应当由爱圣美医生和/或爱圣美医生的执业机构支付的费用， 其逾期支付超过 90 天的； 或
- f. 患者、任何监管机构、爱圣美医生的专业监管机构或许可机构， 就爱圣美医生提供爱圣美治疗的相关事宜联系爱圣美， 且爱圣美（单方自主决定）认为这些事宜足够重要、可能影响到爱圣美医生的患者的持续的、适当的和及时的爱圣美治疗的； 或
- g. 爱圣美医生违反当地关于牙医执业的当地法律或牙医专业规则或被指控或被判决犯有任何刑事犯罪的（不包括驾驶犯罪）；
- h. 爱圣美医生或执业机构将爱圣美产品从初始运输目的地运离（或离开欧盟， 如果是由爱圣美运输到欧盟的任一国家的）； 或
- i. 爱圣美医生或执业机构违反爱圣美艺术和广告标准或广告协议， 并在爱圣美书面通知后仍然继续其违约行为的； 或
- j. 因任何原因， 爱圣美医生无能力（由爱圣美自行决定）继续提供爱圣美治疗的， 包括但不限于爱圣美医生的专业注册被撤销或限制， 爱圣美医生和/或执业机构及时支付其自身的债务能力受到质疑， 或爱圣美医生停止在执业机构执业， 或根本上， 因为任何原因， 无论永久性的或在一段时间内对在爱圣美治疗中的患者持续治疗和及时治疗有潜在的不利影响的。

- g. the iFaceSmile Doctor breaches local laws on the practice of dentistry or their professional rules or is charged with or found guilty of any criminal offence (excluding motoring offences);
- h. the iFaceSmile Doctor or the Practice ship Products out of the country to which they were shipped (or out of the EU, if shipped by iFaceSmile to any country in the EU); or
- i. the iFaceSmile Doctor or the Practice breach iFaceSmile's Art and Advertising Standards or Advertising Agreement and continue to do so after written notice from iFaceSmile of such breach; or
- j. the iFaceSmile Doctor is not able (in the sole discretion of iFaceSmile) to continue to provide iFaceSmile treatment for any reason, including without limitation if the iFaceSmile Doctor's professional registration is withdrawn or limited, the ability for the iFaceSmile Doctor and/ or the Practice to timely pay the iFaceSmile Doctor's/ its debts is in doubt, or the iFaceSmile Doctor ceases to practise dentistry at the Practice, or at all, for any reason, whether permanently or for a period of time that has potential to detrimentally affect the on-going and timely treatment of Patients in iFaceSmile treatment.

3.4 If any of the events listed in Term 3.3 occur(s), the iFaceSmile Doctor agrees that:

- a. iFaceSmile may by notice in writing having immediate effect, suspend iFaceSmile Doctor's right to use the iFaceSmile Doctor's Customer ID, to order any further Products or Services, and/ or to access iFaceSmile Systems;
- b. the iFaceSmile Doctor or the iFaceSmile Doctor's Practice manager will promptly provide iFaceSmile with the contact details for the iFaceSmile Doctor's Patients whose iFaceSmile treatment has not been completed in order that iFaceSmile might contact them to advise them of alternative practitioners to whom they might choose to transfer their iFaceSmile treatment; and

3.4 如果第 3.3 条中的任一事件发生，则爱圣美医生同意：

- a. 爱圣美可使用即刻生效的书面通知，暂停爱圣美医生使用爱圣美医生客户身份订购任何产品或服务或/或访问爱圣美系统的权利；
- b. 爱圣美医生或爱圣美医生的执业机构管理者将及时向爱圣美提供关于尚未完成的爱圣美治疗的该爱圣美医生的患者的联系方式，对于那些也许会选择将爱圣美治疗转给替代从业者的患者，爱圣美可能会联系他们并建议他们选择替代从业者；和
- c. 爱圣美有权自行决定采取其认为最好的行动方案为正在进行中的爱圣美治疗患者寻找替代医生，爱圣美医生和执业机构将根据爱圣美的需求提供所有合理支持和完整的文件（包括转换表格）来完成此类行动方案，这些文件可能包含但不限于以下一个或多个信息：
 - i. 将该爱圣美医生目前的客户身份转给在其执业机构执业的另一位医生；
 - ii. 将该爱圣美医生目前的客户身份转给在不同执业机构执业的医生；
 - iii. 为该爱圣美医生的所有新的爱圣美治疗颁发新的客户身份；
 - iv. 禁止以该爱圣美医生的客户身份提交新的爱圣美治疗订单（有效终止其新订单）；和
 - v. 禁止任何以该爱圣美医生的客户身份所提交的产品和服务订单。

爱圣美在第 3.3 条与第 3.4 条中涉及联系患者主要是为了确保患者持续、不间断的接受高质量的爱圣美治疗。如果有其他在该爱圣美医生的执业机构中执业的、有能力的医生能及时提供爱圣美治疗，将患者转移到这样的医生将会是爱圣美

- c. iFaceSmile has the right at its sole discretion to take what it considers the best course of action to find a replacement doctor to provide Patients' on-going iFaceSmile treatment, and the iFaceSmile Doctor and the Practice will provide all reasonable support and complete all documents (including transfer forms) that iFaceSmile determines to be necessary to complete such course of action, which might include but is not limited to one or more of the following:
- i. transferring the iFaceSmile Doctor's current Customer ID to another doctor in the iFaceSmile Doctor's Practice;
 - ii. transferring the iFaceSmile Doctor's current Customer ID to doctor in a different practice;
 - iii. issuing the iFaceSmile Doctor with a new Customer ID for all new iFaceSmile treatments;
 - iv. preventing the placing of orders for new iFaceSmile treatments under the iFaceSmile Doctor's Customer ID (effectively terminating it for new orders); and
 - v. preventing the placing of orders for any Products or Services under the iFaceSmile Doctor's Customer ID.

iFaceSmile's concern in contacting Patients pursuant to Terms 3.3 and 3.4 is primarily to ensure their continuing and uninterrupted good quality iFaceSmile treatment. If there are other doctors able to provide iFaceSmile treatment promptly within the iFaceSmile Doctor's Practice, transferring the Patients to one of those doctors is likely to be iFaceSmile's preferred option, but this is not an obligation of iFaceSmile and if any Patient contacts iFaceSmile, iFaceSmile might provide them with a choice of doctors for continuation of their iFaceSmile treatment, including doctors in other practices.

- 3.5 The iFaceSmile Doctor agrees that the provision of a Customer ID is at the sole discretion of iFaceSmile and that iFaceSmile has the right at any time and for any reason to withdraw the iFaceSmile Doctor's Customer ID and that the iFaceSmile Doctor will thereafter not be able to order Products or Services, provide iFaceSmile treatment, or use iFaceSmile's trademarks or logos.

4. Shipment, Risk, Ownership, Cancellations and Returns

的优先选择，但这不是爱圣美的义务。如果有任何患者联系爱圣美，爱圣美会向他们提供可选的医生来继续进行爱圣美治疗，包括其他执业机构的医生。

- 3.5 爱圣美医生同意，爱圣美自行决定提供客户身份，爱圣美有权在任何时间以任何理由撤销爱圣美医生的客户身份，此后，爱圣美医生将不能订购爱圣美产品或服务，不能提供爱圣美治疗，也不能使用爱圣美的商标或标识。

4. 运输、风险承担、所有权、取消与退货

- 4.1 客户有责任为每位患者提供列明于附件 2 的材料记录（“所有所需材料”）以及批准 TT®隐形矫治治疗方案。爱圣美只会在收到所有所需材料与客户批准 TT®隐形矫治方案后才开始生产产品。客户必须管理客户的患者对于爱圣美治疗的时间期待，特别是在延期是由客户本身的延误或履行不能所造成的情况下。所有所需材料将不会被退还给客户。
- 4.2 在 TT®隐形矫治治疗方案获得批准后，产品大约在 14 日内生产并从生产地快递发出；对于替代性矫治器的客户订单大约在收到订单后 5 日内发货。所有天数的描述都只是大致的，这些发货时间的不准时不构成违约。
- 4.3 爱圣美对于因不可抗力（见下文定义）或因第三方运输或因客户未能提供全部、准确和完整的交付详情而造成的迟延交付不承担任何责任。
- 4.4 如果产品没有交付，客户将通知爱圣美，由爱圣美查明迟延的原因，如果根据本条款爱圣美应承担交付责任，爱圣美将生产和运输代替品，这将是客户在交付失败后的唯一补救措施。
- 4.5 如果客户在运输公司发出交货准备就绪通知后的四天内未能接收产品，那么产品的交付将被视为在通知后第五天的早上九点完成。爱圣美应当向客户收取重新运输和存储的费用，包括保险费用；但在通知客户产品交货准备就绪的七天后，爱圣美没有重新发货的义务。

- 4.1 It is Customer's responsibility to provide for each Patient all material records as set out in the table of [Attachment 2](#) ("**All Materials Required**") and to approve a TT® Aligner treatment plan. iFaceSmile will only manufacture the Products once it has received the necessary All Materials Required and Customer's TT® Aligner approval. Customer must manage Customer's Patient's expectations on the timing of their iFaceSmile treatment, particularly where delays are caused by Customer's own delays or failures to act. All Materials Required will not be returned to Customer.
- 4.2 Products are manufactured and despatched from the site of manufacture within approximately 14 days of approval of the TT® Aligner treatment plan or, for replacement iFaceSmileers, within five (5) days of placement of the Customer Order. All dates are approximate only and the time of despatch is not of the essence.
- 4.3 iFaceSmile is not liable for any liability arising as a result of a delay in delivery of Products caused by a Force Majeure Event (defined below), or by a third party carrier, or by Customer's failure to provide full, accurate or complete delivery details.
- 4.4 If the Products are not delivered, Customer will inform iFaceSmile who will determine the cause of the delay and, if in accordance with these Terms iFaceSmile is under an obligation to deliver, iFaceSmile will manufacture and ship replacement Products and this will be Customer's sole remedy in respect of a failed delivery.
- 4.5 If Customer fails to accept delivery of the Products within four (4) days of a notice from the delivery company that the Products are ready for delivery, then delivery of the Products will be deemed to have been completed at 9am on the fifth day after such notice. iFaceSmile shall charge Customer for redelivery and storage costs, including insurance, but shall have no obligation to redeliver the Products seven (7) days after the notice to Customer of the Products' readiness for delivery.
- 4.6 The Products will be shipped to the delivery address selected by the Customer at the time the Customer Order is placed from the list of Customer addresses recorded in the iFaceSmile Systems.

4.6 产品将被运送至客户提交订单时从客户地址列表中选定的、存储在爱圣美系统中的送货地址。

4.7 产品交付适用定义在《2010 国际贸易术语解释通则》中的 CIP 术语。当货物交付指定承运人后，根据客户与患者间的协议，货物的所有权将转移至客户或患者。（“CIP”意味着爱圣美将货物交付指定承运人或者交付至约定地点给客户指定的另一人。爱圣美会为此订立合同，支付货物至指定地点的运费。爱圣美也会为此订立合同，支付货物在运输途中灭失或损坏风险的保险费，但仅限于最低投保额。如果客户需要更多的保险保护，客户应自行做出额外的保险安排。）在所有国家，货物的所有权和灭失风险在货物交付第一承运人后即转移给客户。

退货

4.8 客户承担将产品运送至爱圣美的义务。所有退货必须通过一个信誉良好的、提供全额保险的运输公司完成。

4.9 凡本条款第 1.1 条的保证所覆盖的矫治器或保持器，应当按外包装上标明的退货授权码 (RMA) 进行退货。包裹必须被发送至退换货部，即爱圣美科技有限公司，上海市松江区民强路1525 号13 幢4 楼-5 楼，201602。请访问IDZ 上的网上说明获取RMA 号码或联系客户的本地客户服务中心。

取消

4.10 当客户批准了TT®隐形矫治治疗方案或者提交了保持器或替代矫治器的订单时，爱圣美开始生产。在TT®隐形矫治治疗方案被批准后，客户不能取消任何矫治器（包括替代矫治器和保持器）订单。在客户订单提交后，客户也不能取消任何保持器或替代矫治器的订单。从客户批准 TT®隐形矫治治疗方案之日起，或者自客户提交保持器或替代矫治器的订单之日起，任何提前支付的款项，都将不可退还。

4.11 产品订单将依据本条款的介绍部分所描述的规则而取消。

- 4.7 Delivery of Products shall be CIP as defined in Incoterms 2010. Upon delivery to the carrier, they will then belong to Customer or to the Patient, depending on Customer's terms of business with its Patients. ("CIP" means that iFaceSmile delivers the Products to the carrier or another person nominated by Customer at an agreed address and that the iFaceSmile will contract for and pay the costs of carriage necessary to bring the Products to the named place of destination. iFaceSmile will contract for insurance cover against the Customer's risk of loss of or damage to the Products during the carriage, but only on minimum cover. The Customer should make its own extra insurance arrangements if it wishes to have more insurance protection.) In all countries, title and risk of loss shall pass to customer upon delivery by iFaceSmile to the first carrier.

Returning Products

- 4.8 Customer is responsible for Products being returned to iFaceSmile. All returns should be completed via a reputable courier who provides insurance for the full replacement value.
- 4.9 iFaceSmileers or retainers covered under the warranty in **Term 1.1** may be returned with a Return Material Authorization (RMA) number marked clearly on the outside of the package. The package must be addressed to the Returns Department, iFaceSmile Technology, Inc., Floor 4-5, Building 13, 1525 Minqiang Rd., Songjiang District, Shanghai 201602. Please follow the online instructions on IDZ to generate a RMA number or contact Customer's local Customer Care for support.

Cancellations

- 4.10 iFaceSmile begins manufacture upon Customer's approval of the TT® Aligner treatment plan or placement of the Customer Order for retainers or replacement iFaceSmileers. Customer cannot cancel any order for iFaceSmileers (including replacement iFaceSmileers and retainers), after the TT® Aligner treatment plan has been approved. Customer cannot cancel any order for retainers or replacement iFaceSmileers after the Customer Order has been placed. Any monies paid in advance are non-refundable from the date Customer approves the TT® Aligner treatment plan or places the Customer Order for retainers or replacement iFaceSmileers.
- 4.11 An order for Products will be cancelled as provided in the Introduction to these terms.

- 4.12 如果客户订单根据本条款第 4.11 条被取消，客户应当支付取消费，且应在收到账单之日起 15 天内完成该支付。

5. TPS 条款和条件 (如适用)

- 5.1 如果客户为提供特定治疗方案和/或TT®隐形矫治服务和/或关联服务等爱圣美书面确定的合格的治疗方案服务 (“TPS”)，选择使用爱圣美书面提供给客户的、能提供该等服务的特定第三方 (“TPS 提供方”) 提供服务，则本条款第 5 条适用于为患者提供的服务。
- 5.2 根据与 TPS 提供方的特别安排 (正如爱圣美以书面形式通知客户的那样)，应支付给 TPS 提供方的费用，既可以由客户根据其于 TPS 提供方之间的协议直接支付，也可以由爱圣美代表客户，就 TPS 提供方在爱圣美同意支付的期间 (“TPS 期间”) 所提供的 TPS，向 TPS 提供方予以支付。
- 5.3 客户将会与其 TPS 提供方另行签订一份类似于爱圣美和客户之间的条款的独立的服务协议，(如适用) 为了在同一期间，爱圣美已同意代表客户向 TPS 提供方支付费用 (“TPS 协议”)。
- 5.4 若使用 TPS 提供方，客户同意在 TPS 协议期间，客户将无法获得爱圣美的临床顾问服务，因为客户的 TPS 提供方将会提供所有这些服务。
- 5.5 客户同意立即书面通知爱圣美，如果客户：
a. 向客户的 TPS 提供方发出终止 TPS 协议的通知；或
b. 收到来自客户的 TPS 提供方的终止 TPS 协议的通知。
- 5.6 客户承认并同意：
a. 爱圣美不提供可能构成牙科执业的牙科或医疗服务，然而，根据本条款第 5 条，提供没有爱圣美干预的、客户与经授权的第三方服务提供方签订合同的可选择的治疗方案服务；
b. 在 TPS 协议中，客户的合同相对方是 TPS 提供方，而非爱圣美。客户因此承认并同意，如果客户的 TPS 提供方违反 TPS 协议约定的任何义务，或对 TPS 协议的任何疏忽

- 4.12 If a Customer Order is cancelled pursuant to **Term 4.11**, the applicable cancellation fee will become payable and shall be due to be paid within 15 days of the invoice date.

履行或履行不能或迟延履行，包括但不限于任何因不可抗力引起的迟延履行，客户对爱圣美均没有追索权。为避免疑义，这意味着爱圣美将不对TPS的任何部分承担责任，包括但不限于任何建议、评论、和/或推荐和/或任何由客户的TPS提供方提供给客户的任何报告；

5. TPS Terms and Conditions (if applicable)

- 5.1 If Customer has been offered and elected to use the services of a specified third party treatment planning service provider from a list of such service providers given to the Customer in writing by iFaceSmile ("**TPS Provider**") for the provision of specified treatment planning and/or TT® Aligner and/ or associated services, in respect of qualifying treatments as defined in writing by iFaceSmile ("**TPS Services**"), then the terms of this Term 5 shall apply to those agreed services for such Patients.

- c. 客户没有义务采纳或遵循由客户的 TPS 提供方提出的关于客户患者治疗的任何建议、评论或意见。收到来自于客户的 TPS 提供方关于患者的治疗方案报告后，客户必须利用自身专业判断力对是否和如何执行对客户的患者的治疗做出最终决定；
- d. 爱圣美对于治疗、治疗结果或者 TPS 的品质，不作任何保证或担保；和
- e. 对爱圣美而言，客户的 TPS 提供方是一个独立的合同方，客户的 TPS 提供方不是爱圣美的雇员、工作人员、代理商或合作伙伴。

- 5.2 Depending on the particular arrangements with the TPS Provider (as notified by iFaceSmile to the Customer in writing) fees payable to the TPS Provider will either be paid by the Customer pursuant to their agreement with the TPS Provider or paid by iFaceSmile on Customer's behalf to TPS Provider for TPS Services which are commenced during the period during which iFaceSmile has agreed to pay for the TPS Services ("**TPS Term**").

- 5.7 客户的TPS 提供方所提供的爱圣美治疗方案报告应当作为客户患者的牙科治疗记录的一部分，并应当由客户至少保存从客户患者的最后一次爱圣美治疗开始算起的三年，或客户被要求保存牙科治疗记录的其他法定期限，以较长的期限为准。客户有义务保护TPS 提供方的治疗方案报告的安全以免灭失，并保护其中隐私信息。

- 5.3 Customer will enter into a separate services agreement with Customer's TPS Provider on equivalent or similar terms to these Terms between iFaceSmile and Customer and, (if applicable) for the same period that iFaceSmile has agreed to pay for TPS Services on Customer's behalf ("**TPS Services Agreement**").

- 5.8 除非客户的 TPS 协议另有规定，且由爱圣美和客户特别书面约定，作为爱圣美的爱圣美治疗系统的商业产品的一部分，同时也是为了确保客户在TPS 期间能够为其患者提供适格的优质服务，爱圣美将代表客户，就客户的 TPS 提供方所提供的 TPS，向 TPS 提供方进行支付。

- 5.4 By using a TPS Provider, Customer agrees that during the TPS Services Agreement term Customer will not have access to services of iFaceSmile's clinical advisors because Customer's TPS Provider will provide all such services.

- 5.9 TPS 协议将在TPS 期间结束后自动失效，无需法院命令。但爱圣美或客户也可以在任何时间不需要任何理由、通过给予对方不少于 30 天的提前书面通知，解除我们之间关于爱圣美代表客户支付 TPS 费用的协议（如果有）。如果客户按照本条款第 5.9 条的规定行使了合同解除权利，客户承认并同意在此后的 12 个月将被禁止与该 TPS 提供方签署服务协议，也不得与爱圣美支付费用的其他授权的 TPS 提供方签订服务合同。

- 5.5 Customer agrees to notify iFaceSmile immediately in writing in the event that Customer has:
- a. given notice of termination of the TPS Services Agreement to Customer's TPS Provider; or

- b. received a notice of termination of the TPS Services Agreement from Customer's TPS Provider.

5.6 Customer acknowledges and agrees that:

- a. iFaceSmile does not provide dental or medical services which would constitute the practice of dentistry but rather, subject to this **Term 5**, is providing optional access to a treatment planning service provided by an authorised third party service provider with which Customer will contract and work directly without our intervention;
- b. Customer's contractual partner for the provision of the TPS Services is Customer's TPS Provider and not iFaceSmile. Customer therefore acknowledges and agrees that Customer will have no recourse against iFaceSmile in the event that Customer's TPS Provider is in breach of any of its obligations towards Customer pursuant to the TPS Services Agreement or any negligent performance or failure or delay in performance of the TPS Services Agreement, including but not limited to any delay due to Force Majeure. For the avoidance of doubt, this means that iFaceSmile will not be responsible for any part of the TPS Services including, but not limited to, any advice, comments and/or recommendations and/or any report provided to Customer by Customer's TPS Provider;
- c. Customer is under no obligation to adopt or follow any advice, comments or suggestions provided by Customer's TPS Provider in relation to the treatment of Customer's Patients. Following receipt of a treatment planning report for a Patient from your TPS Provider, Customer must exercise Customer's own professional judgment on making the final decision on whether and how to proceed with the treatment of Customer's Patient;
- d. iFaceSmile does not provide any warranties or guarantees regarding any treatment or treatment outcomes or the quality of the TPS Services; and
- e. the relationship of Customer's TPS Provider to iFaceSmile is that of an independent contractor and Customer's TPS Provider is not an employee, worker, agent or partner of iFaceSmile.

6. 寻找爱圣美服务提供方的工具

- 6.1 如果客户所在国可能，爱圣美可以但非必须，将客户纳入基于网络的定位系统的客户信息工具，诸如“寻找爱圣美服务提供方工具”或“寻找医生”。爱圣美有权自主决定网络定位系统中的客户详细信息的维护、客户详细信息在网页上的设计或设置方式、或者客户详细信息的检索方式。

如果客户不通过参加培训课程和提交治疗方案以维护客户培训或临床经验，或客户失去在爱圣美的良好商业信誉，爱圣美有权自行决定将客户详细信息从网络定位系统中撤除。爱圣美也有权不经事前通知，基于任何理由，随时终止或修改网络定位系统。本条不适用于日本。

7. 知识产权与保密

- 7.1 与产品、服务、任何材料、信息、TT@iFace 系列软件、爱圣美系统、爱圣美为客户准备或生产或提供给客户的文件或物品相关的所有知识产权，包括在世界任何地方的所有专利、商标、服务商标、注册的设计、实用新型、设计权、数据库权利、著作权（包括软件著作权和计算机算法著作权）、商业秘密和其他保密信息、专有技术、以及所有其他知识产权和工业产权和类似或相应性质的权利，绝对属于爱圣美所有。
- 7.2 客户应当在发现任何主体侵犯爱圣美的商标或其他任何知识产权时及时通知爱圣美。
- 7.3 满足以下条件的客户可以使用爱圣美商标：
- a. 客户在之前12 个月内提交了被爱圣美接收的客户订单，且订单已通过TT@隐形矫治批准。
 - b. 客户已接受爱圣美在 TT 医生专区网站 (IDZ) 上发布的爱圣美艺术和广告标准以及广告协议。如果客户使用爱圣美的

- 5.7 iFaceSmile treatment planning reports provided by Customer's TPS Provider shall be regarded as part of Customer's Patient's dental treatment record, and shall be kept by Customer for at least three (3) years from Customer's Patient's last iFaceSmile treatment or such other period of time as Customer is statutorily required to keep records of dental treatment, whichever is longer. It is Customer's responsibility to safely maintain the treatment planning reports of the TPS Provider against loss and to safeguard their confidentiality.
- 5.8 Subject to Customer's TPS Services Agreement providing otherwise, and where specifically agreed in writing by iFaceSmile with Customer, iFaceSmile will be invoiced for the provision of the TPS Services by Customer's TPS Provider on Customer's behalf as part of its commercial offering of the iFaceSmile treatment system and in order to ensure that Customer is able to provide a suitable quality service to Customer's Patients, during the TPS Term.
- 5.9 The TPS Services Agreement shall automatically expire at the end of the TPS Term, without a court order, but either of iFaceSmile or Customer may also at any time without cause terminate our agreement (if any) with respect to the payment by iFaceSmile for TPS Services on Customer's behalf, by giving the other not less than thirty days' prior written notice. In the event that Customer exercises its termination right in accordance with this Term 5.9, Customer acknowledges and agrees that Customer will thereafter be barred from entering into a services agreement with the TPS Provider or any of our other authorised third party service providers for TPS Services paid for by iFaceSmile for the next 12 months.

6. Find An iFaceSmile Provider Tool

- 任何商标、品牌或爱圣美享有著作权或许可使用权的任何事物，则视为客户已经接受了爱圣美的艺术和广告标准以及广告协议；
- c. 客户继续遵守爱圣美艺术和广告标准以及广告协议的所有条款；
 - d. 客户保持在爱圣美良好的商业信誉；
 - e. 客户在使用爱圣美艺术和广告标准以及广告协议中不时地被列出与被批准使用的每个商标时，需事先获得爱圣美的书面批准；
 - f. 客户承诺去核验（包括通过取得当地的法律意见）其所从事的任何广告或促销活动符合当地的法律、法规或行业规则，并且客户理解这些不是爱圣美的责任；和
 - g. 爱圣美有权自主决定，单方在任何时间、基于任何原因、无惩罚地解除与客户之间的未终止的爱圣美艺术和广告标准或广告协议。
- 7.4 客户在与爱圣美交易中知悉的所有爱圣美的保密信息，客户应当为之保密，不得透露给任何第三方、或复制或利用，除非是这些条款明确允许的。

6.1 iFaceSmile may, but is not required to, include Customer in customer information tools such as the "Find an iFaceSmile Provider Tool" or the "Find A Doctor" web-based locator, if such is available in Customer's country. iFaceSmile's maintenance of Customer's details of the locator is entirely at the sole discretion of iFaceSmile, as is the way in which Customer's details are designated or placed on the webpage or the way in which Customer's details might be searched.

iFaceSmile maintains the sole discretion to remove Customer's details from the locator if Customer do not maintain Customer's level of training or experience through attending courses and submitting treatments, or if Customer fail to maintain Good Standing. iFaceSmile also has the right to discontinue or modify the locator at any time, for any reason, and without prior notice. This is not offered in Japan.

7. Intellectual Property Rights and Confidentiality

7.1 All rights in intellectual property (including all patents, trademarks, service marks, registered designs, utility models, design right, database rights, copyright (including copyright in software and computer algorithms), trade secrets and other confidential information, know-how, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world) in or relating to the Products, the Services, any materials, information, TT® iFace series software, iFaceSmile Systems, documents or items that iFaceSmile prepares or produces for Customer or makes available to Customer will belong to iFaceSmile absolutely.

7.2 Customer will inform us promptly if Customer becomes aware of any infringement of our trademarks or other intellectual property rights by any person.

7.3 Customer may use iFaceSmile trademarks if:

- a. Customer has placed a Customer Order accepted by iFaceSmile in the previous 12 months and that has been TT® approved;

价格

8.1 当前产品和服务的价格可在TT 医生专区网站 (IDZ) 上获取, 并可依照本条款“介绍”中设定的通知期限, 由爱圣美书面通知而更改。任何客户订单所适用的价格是客户提交订单时显示在TT 医生专区网站 (IDZ) 上的价格。正如本条款“介绍”所述, 通过爱圣美系统提交的客户订单, 视为订单已经提交 (等待爱圣美接受): 如果需要“TT®隐形矫治方案批准”, 批准之日为订单提交日; 如果不需要“TT®隐形矫治方案批准”但必须提供记录, “所有所需材料”(见附件 2) 的提交日视为订单提交日; 如果既不需要“TT®隐形矫治方案批准”也不需要提供记录, 则客户订单被输入爱圣美系统的当日视为订单提交日。客户订单的所适用的价格为客户提交订单时的价格。

8.2 价格不包括可适用的销售税 / 增值税 / GST / 消费税。除非在本条款“介绍”中另有规定, 价格包括运输和保险费用。

账单和信用额度

8.3 爱圣美常规操作是为产品和服务开具账单, 然后这些款项都应支付给爱圣美。客户应按照本条款第 8.5 条全额支付。然而, 爱圣美可自行决定, 爱圣美可以不时地要求在产品发运前全额付款。在这种情况下, 爱圣美将在不晚于产品的预期发运日和开具账单日通知客户, 并要求客户在发货前全额付款。

8.4 爱圣美可能会不时地限制其所提供给客户的信用额度。如果发生该情况, 除非客户预先付款, 其订购的TT®隐形矫治治疗和其他产品及服务的数量将受到限制。如果爱圣美提供的信用额度受到限制, 客户应相应管理好其患者对于爱圣美治疗时间的预期。

8. 价格和支付

- b. Customer has accepted iFaceSmile's Art and Advertising Standards and Advertising Agreement, available in IDS, and which are deemed to have been accepted if Customer makes use of any iFaceSmile trademarks, branding or anything in which copyright belonging or licensed to iFaceSmile resides;
- c. Customer continues to comply with all of the terms of iFaceSmile's Art and Advertising Standards and Advertising Agreement;
- d. Customer remains in Good Standing with iFaceSmile;
- e. Customer obtains iFaceSmile's approval in advance and in writing in respect of each use of the iFaceSmile trademarks identified and approved for use in iFaceSmile's Art and Advertising Standards and Advertising Agreement from time to time;
- f. Customer undertakes to verify (including by obtaining local legal advice) that any advertising or promotion that Customer undertakes is compliant with local law, regulations or professional obligations and Customer understands that this is not iFaceSmile's responsibility; and
- g. iFaceSmile has not terminated iFaceSmile's Art and Advertising Standards or the Advertising Agreement with Customer, which iFaceSmile has the right to do at any time without penalty, for any reason, and at its sole discretion.

7.4 All information that is confidential to iFaceSmile and learned by Customer in their dealings with iFaceSmile shall be maintained as confidential by Customer, not disclosed to any third parties, or copied or made use of except as explicitly permitted by these Terms.

8. Price and Payment

Prices

支付条款

- 8.5 客户应按爱圣美账单的要求和本条款的“介绍”部分所规定的期限，全额支付爱圣美的全部账单，或者，如果存在不同的账期，则应在爱圣美与客户另行约定的付款方案所规定的期限内，以较晚的时间为准，向爱圣美支付。不遵守付款时间视为违约。
- 8.6 任何到期账单或到期未付清的余额，都将按照法律允许的最高利率支付利息，或者在法律没有规定时，适用月息 1.5% 的利率。利息应当从到期日至逾期账款的实际清偿日按日计算，无论实际清偿日是在判决前还是判决后。客户应当支付逾期账款时一起支付利息。
- 8.7 客户应当向爱圣美支付全款金额，没有任何抵消、反支付请求、扣除或扣缴（法律规定的扣除或扣缴除外）。爱圣美可以在任何时间，在不限制其他任何可能享有的权利和救济措施的情况下，从爱圣美应当向客户支付的款项中扣除客户应当向爱圣美支付的款项。爱圣美不接受患者的支付，包括客户或客户的执业机构转发的、以患者名义的支付。
- 8.8 爱圣美医生和 / 或执业机构（依每一行政区域的本地法律而定）承担支付爱圣美账单的责任。此外，在不影响爱圣美医生责任的情况下，如果执业机构的名称显示在账单上或执业机构习惯性地向爱圣美支付账单，则执业机构与爱圣美医生对爱圣美的账单的支付应承担连带责任。爱圣美因此可以向爱圣美医生个人和/或执业机构主张支付任何协议项下的任意款项。
- 8.9 在不限制爱圣美可能享有的其他救济措施和权利的情况下，如果客户未按时向爱圣美付款，爱圣美可以取消或暂停与客户的任何或所有协议。这意味着爱圣美可能停止履行或不履行其服务，可能不向客户提供任何列于订单中的产品和服务（无论爱圣美是否已经接受该订单），直到客户向爱圣美支付完毕所有的应付款项。

9. 赔偿

- 8.1 Current prices for Products and Services are available on IDZ and are subject to change by written notice from iFaceSmile given with the notice period specified in the introduction to these Terms. The price that applies to any Customer Order will be the price shown in IDZ at the time Customer places the Customer Order. As set out in the introduction to these Terms, Customer Orders are placed or submitted using iFaceSmile Systems and are considered to be placed or submitted (pending acceptance by iFaceSmile): if TT® Aligner Approval is required, on the date that approval is submitted; if no TT® Aligner Approval is required, but records must be submitted, on the date of the provision of "All Materials Required"(See Attachment 2); if no TT® Aligner Approval or records are required, on the date the Customer Order is logged on the iFaceSmile Systems. The price applicable to a Customer Order will be the price current at the time the Customer Order is placed.
- 8.2 Prices are exclusive of applicable sales tax/ VAT/ GST / consumption tax and inclusive of shipping and insurance, unless stated otherwise in the introduction to these Terms.

Invoices and Credit

- 8.3 It is iFaceSmile's practice to invoice for Products and Services and all sums are then payable to iFaceSmile. Full payment is expected to be received in accordance with **Term 8.5**. However, at iFaceSmile's sole discretion, iFaceSmile might from time to time require full payment in advance of shipment. If this is the case, iFaceSmile will notify Customer no later than the date that the Products would be expected to be shipped and invoiced and might at that time require payment in full before despatching Products to Customer.
- 8.4 iFaceSmile might limit the amount of credit that it will extend to Customer from time to time. If this occurs, the number of iFaceSmile treatments and other Products and Services that Customer might order will be limited unless Customer has paid in advance for them. If the amount of credit extended by iFaceSmile is limited, Customer is expected to manage Customer's Patients and their expectations of the timing of their iFaceSmile treatment accordingly.

Payment Terms

- 9.1 对于因客户违反与爱圣美间任何协议的任何条款，因客户违反其与患者间任意协议的任意条款或任何涉及患者的行为或履行不能，因客户向爱圣美提供错误或不完整的信息、文件或印模，或因客户未能及时向爱圣美提供任何客户或执业机构应提供的信息，或者因客户本国有关客户（医生）或执业机构的本地监管机构、许可机构或行业团体的相关事项等，而带来的或与之相关的任何或所有的权利主张、权利请求、损害、债务、责任、损失、义务、支付、费用和支出（包括律师费），客户同意赔偿和持续补偿爱圣美，保护爱圣美并使之免受损害。

10. 责任限制

- 10.1 根据第 10.2 条，爱圣美或客户，对于无论是基于合同、侵权（包括过失）、还是基于违反法定或其他义务所产生的如下损失，均互不承担责任：基于本条款的任何声明，因无过错的或过失性的错误陈述或者过失性的错误声明的任何权利主张而引起的间接损失、从属损失、收入或营业额损失、利润损失、第三方索赔、业务损失、数据损失（包括患者数据 - 爱圣美期望客户对提供给爱圣美的任何关于患者数据保有备份复印件或原件）、期待利益损失或任何机会损失。
- 10.2 爱圣美与客户的合同中不得以任何形式排除或限制因如下事由而导致的爱圣美的任何责任：因我们的欺诈或欺骗性陈述而导致的死亡或人身伤害，对法律所暗示的任何义务的违反以及法律禁止爱圣美去限制或排除其对于因违反该义务的损失的责任，或者如果我们如此限制或排除或者试图限制或排除我们的责任将成为非法任何其他事项。
- 10.3 根据第 10.2 条，爱圣美因合同违约或侵权或违反法定义务，对客户承担的责任限于：
- a. 在爱圣美不能提供服务的情况下，客户关于这些服务已经支付给我们的金额。这基于客户将能够使用这金额向不同的供应商购买等价服务。

- 8.5 Customer will pay all iFaceSmile invoices as directed in the invoice in full and in cleared funds within the period specified at the Introduction to these terms, or, if different, in the period agreed in a separately agreed payment plan with the Customer when the latter will prevail. Time of payment is of the essence.
- 8.6 Any invoice or other outstanding balance not paid by the invoice due date may be subject to the maximum interest amount allowed by law, or 1.5% per month if none is specified by applicable law. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount.
- 8.7 Customer shall pay all amounts due to iFaceSmile in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). iFaceSmile may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by Customer against any amount payable by iFaceSmile to Customer. iFaceSmile does not accept payments from Patients, including payments in the Patient's name forwarded by Customer or Customer's practice.
- 8.8 The iFaceSmile Doctor and/or the Practice (depending on the local laws of each judicial area) is(are) responsible for payment of the iFaceSmile invoices. In addition and without prejudice to the responsibility of the iFaceSmile Doctor, the Practice, if named in the invoice or if the Practice habitually pays iFaceSmile's invoices, is jointly and severally liable with the iFaceSmile Doctor for payment of iFaceSmile invoices. iFaceSmile may therefore claim payment of any sums owed under any agreement against the iFaceSmile Doctor, personally and/ or against the Practice.
- 8.9 Without limiting any other remedies or rights that iFaceSmile may have, if Customer does not pay iFaceSmile on time, iFaceSmile may cancel or suspend any or all agreements with Customer. This means that iFaceSmile may cease its performance or not perform Services and may not provide Customer with Products or Services listed in any Customer Order placed (whether or not accepted) until Customer has paid all outstanding amounts owed to iFaceSmile.

9. Indemnification

- b. 当爱圣美在客户的场所或者客户在爱圣美的场所或客户接受爱圣美的邀请在第三方的场所时，如若发生物质财产的损失或损坏，在本条款的“介绍”中所规定的数额是爱圣美可能合理预见的、可能会遭受损失财产的最大数额；和
- c. 当产品或服务对于物质财产造成损失或损害，本条款的“介绍”中列明的金额是爱圣美根据产品和服务的性质所考虑的合理数额。

11. 终止

- 11.1 一旦客户提交了客户订单且被爱圣美所接受，客户不得取消或终止客户订单，除非爱圣美没有在合理时间内向客户提供产品或服务。
- 11.2 一旦下列事项发生，或爱圣美单方面合理认为很有可能发生下列事项（这适用于爱圣美医生或其执业机构，或两者都适用），爱圣美有权向客户发出书面通知，终止任何或所有合同，并且立即生效（无需法院命令）
- a. 客户未能向爱圣美支付在任何合同中的到期账款，和/或一贯地延迟向爱圣美支付任何合同中的到期账款；或
- b. 爱圣美认为客户的财务状况使之不能够向爱圣美支付到期账款；或
- c. 执业机构停止经营牙科和/或爱圣美医生停止从事牙科（无论是永久性的或是暂时性的，爱圣美因此可单方面认为客户失去了及时治疗其患者的能力）；或
- d. 客户违反或不符合本条款第 2.1 条中的任何保证和陈述，或违反或不符合本条款第 2.2 条中的承诺，或客户失去了在爱圣美的良好商业信誉；或
- e. 客户
- i. 承认其无力偿还债务；或

9.1 Customer agrees to indemnify, keep indemnified, defend and hold harmless iFaceSmile against and from any and all claims, causes of actions, damages, debts, liabilities, losses, obligations, payments, costs and expenses (including legal expenses), arising from or relating to: Customer's breach of any term of any agreement with iFaceSmile, Customer's breach of any term of any agreement between Customer and their Patient or any acts or failures in respect of a Patient, Customer's provision of incorrect or incomplete information, documents or impressions to iFaceSmile or any failure to timely provide iFaceSmile with any information it requests from Customer or the Practice; and dealings with Customer's national regulators, licensing or professional bodies in relation to Customer or the Practice.

ii. 处于资不抵债或破产或正在接受破产申请或命令，或被指派由客户（牙医）执业所在国和 / 或执业机构所在地或任何有权作出该指派的主体所在地的可适用法律所规定的破产执行人、接收者、清算人或管理人或类似主体；或

f. 客户与其债权人，就客户在任何情况下以及以任何理由的债务支付，做出安排；或

g. 客户的任何债权人或物权人，向客户的任何财产行使其权利；或

h. 当本条款所指向的对象只有客户，即爱圣美医生，而不指向执业机构，客户：

i. 遭受破产申请或破产命令；或

ii. 因死亡或疾病或丧失行为能力（身体或精神上），而不能管理客户事务或根据任何医疗健康立法而被认为是患者。

10. Limitation of Liability

10.1 **SUBJECT TO TERM 10.2, NEITHER OF US SHALL BE RESPONSIBLE TO THE OTHER FOR THE FOLLOWING LOSSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE: INDIRECT LOSSES, CONSEQUENTIAL LOSSES, LOSS OF INCOME OR REVENUE, LOSS OF PROFIT, THIRD PARTY CLAIMS, LOSS OF BUSINESS, LOSS OF DATA (INCLUDING PATIENT DATA – IFACESMILE EXPECTS THAT CUSTOMER WILL HAVE BACK-UP COPIES OR ORIGINALS OF ANY PATIENT DATA CUSTOMER PROVIDES TO IFACESMILE), LOSS OF ANTICIPATED SAVINGS, OR LOSS OF ANY OPPORTUNITY, ARISING FROM ANY CLAIM FOR INNOCENT OR NEGLIGENT MISREPRESENTATION OR NEGLIGENT MISSTATEMENT BASED ON ANY STATEMENT IN THESE TERMS.**

10.2 Nothing in iFaceSmile's contract with Customer shall exclude or limit in any way iFaceSmile's liability for: death or personal injury caused by our fraud or fraudulent misrepresentation, any breach of obligations implied by applicable law and in respect of which obligations the law prohibits iFaceSmile from so limiting or excluding its liability for those losses or any other matter for which it would be illegal or unlawful for us to so limit or exclude or attempt to so limit or exclude our liability.

12. 终止的后果

12.1 终止不会影响任何一方未行使的权利或义务，包括爱圣美依据本条款和其他任何协议向客户索取任何欠款的权利。终止时，客户应当立即向爱圣美支付所有尚未支付的款项和利息，并且停止对爱圣美的商标、品牌或其他材料的任何使用。本条款所明示或暗示继续有效的条款，在本条款终止继续全面有效和生效。

13. 数据保护

13.1 定义：在第13条中，下列术语有如下含义：（a）“公司约束规则”（“BCRs”）指爱圣美的公司约束规则处理政策，可在网站 <http://www.ifacesmile.com> 获取；（b）“数据保护法”指在客户（牙医）和/或牙科执业机构的国家中，有关客户（牙医）的可适用的数

- 10.3 **SUBJECT TO TERM 10.2, IFACESMILE'S LIABILITY TO CUSTOMER FOR BREACH OF CONTRACT OR TORT OR BREACH OF STATUTORY DUTY SHALL BE LIMITED TO:**
- a. **IN THE CASE OF A FAILURE IN iFaceSmile'S PROVISION OF SERVICES, THE SUMS THAT CUSTOMER HAS PAID TO US IN RESPECT OF THOSE SERVICES. THIS IS ON THE BASIS THAT CUSTOMER WILL BE ABLE TO USE THIS SUM TO PAY A DIFFERENT PROVIDER FOR EQUIVALENT SERVICES;**
- b. **IN THE CASE OF LOSS OR DAMAGE TO PHYSICAL PROPERTY WHILST IFACESMILE IS ON CUSTOMER'S PREMISES OR CUSTOMER IS ON OUR PREMISES OR ON A THIRD PARTY'S PREMISES AT IFACESMILE'S INVITATION, THE SUM STATED IN THE INTRODUCTION TO THESE TERMS WHICH IS THE AMOUNT WE HAVE ESTIMATED IS THE MAXIMUM VALUE OF PROPERTY IFACESMILE MIGHT REASONABLY FORESEE MIGHT BE DAMAGED; AND**
- c. **WHERE PRODUCTS OR SERVICES CAUSE LOSS OR DAMAGE TO PHYSICAL PROPERTY, THE SUM STATED IN THE INTRODUCTION TO THESE TERMS WHICH IS THE AMOUNT WHICH IFACESMILE CONSIDERS REASONABLE GIVEN THE NATURE OF THE PRODUCTS AND SERVICES.**

11. Termination

- 11.1 Once Customer has placed a Customer Order that is accepted by iFaceSmile, Customer cannot cancel or terminate the Customer Order unless iFaceSmile fails to provide the Products or Services to Customer within a reasonable time.
- 11.2 iFaceSmile has the right to give Customer written notice terminating any or all contracts(s) with immediate effect (without need for a court order) if the following occur, or iFaceSmile considers reasonably in its sole discretion that they are likely to occur (and which might refer to either the iFaceSmile Doctor or the Practice, or both):

据保护法或隐私法律或法规，包括依据欧盟数据保护指引 (95/46/EC) 和隐私和电子交流 指引 (2002/58/EC) (包括修订案) 而由欧盟国家制定的可适用的任何国家实施规则，也包括美国HIPAA 法案和据此制定的法律规则，包括个人可识别健康信息标准和电子健康信息的安全保护标准 (45 C.F.R. 第 160 和 164 部分)，美国 2009 年复苏和再投资法案中的保护和隐私条款。

(c) “个人数据”，“敏感个人数据”，“过程/处理”，“数据控制者” (在本条款中是指“操作者”，即那些本地数据保护法中所称的“操作者”)，“处理者”，根据数据保护法获得上述词的含义；以及 (d) “患者数据”指有关患者接受爱圣美治疗和由 HIPAA 定义的“受保护的健康信息”的个人数据 (包括个人敏感数据)，包括其患者记录、口腔印模和口腔内扫描，研究模型和治疗方案。

- 13.2 当事人责任：客户是为提供患者爱圣美治疗而获取的任何经处理的患者数据的控制者，且客户对其所控制的患者数据符合数据保护法负责。若爱圣美在某种程度上处理了上述任何患者数据，爱圣美将是代表客户作为处理者并遵守客户的指令 (载于本条款) 和爱圣美的公司约束规则。
- 13.3 透明度和公平性：客户必须向其患者说明收集患者数据的目的、患者数据的预定接受者、患者数据的收集和存储人 (包括以下定义的任何数据分包处理方) 的姓名和地址，并从按照本条款处理患者数据的患者处取得当地法律所要求的形式的必要同意；客户应向患者说明，在非欧盟国家，根据爱圣美的 BCRs，爱圣美和任何 TPS 提供方可能会指派分包商去处理患者数据。客户同意，对于因客户向爱圣美披露患者数据、客户的 TPS 提供方或任何客户的代理方、分包方或关联方，而可能会对爱圣美、其董事、雇员、代理人、分包商和关联方所产生的任何权利主张、损害、责任、费用或处罚，客户将依据本条款予以赔偿，并保护爱圣美以及上述的爱圣美的董事、雇员等免受损害。
- 13.4 获取公司约束规则：客户应告知其患者，爱圣美制订了自己的公司约束规则。

- a. Customer fails to pay the sums that are owed to iFaceSmile under any agreement(s) when they are due for payment, and/ or are persistently late in paying sums due to iFaceSmile under any agreement(s); or
- b. iFaceSmile considers that Customer's financial position is such that Customer will not be able to pay sums due to iFaceSmile; or
- c. the Practice ceases to operate as a dental practice and/ or Customer, the iFaceSmile Doctor , ceases to practise dentistry (whether permanently or temporarily so that iFaceSmile at its sole discretion considers that Customer is not able to treat Customer's Patients in a timely manner); or
- d. any of the warranties and representations in **Term 2.1** or undertakings in **Term 2.2** are breached or not met, or Customer is not in Good Standing with iFaceSmile; or
- e. Customer:
 - i. admits Customer's inability to pay debts; or
 - ii. is insolvent or bankrupt or subject to an insolvency or bankruptcy petition or order, or appointed an insolvency practitioner, receiver, liquidator or administrator or similar, as defined by the local law applicable in the country in which Customer practices dentistry and/ or in which the Practice is located or any person becomes entitled to make such an appointment; or
- f. Customer makes any arrangement with Customer's creditors for payment of Customer's debts in any circumstances and for any reason; or
- g. any of Customer's creditors or encumbrancers enforces their rights as such over any of Customer's assets; or
- h. where the Terms are solely with Customer, the iFaceSmile Doctor , and not (also) with a Practice, Customer:

- 13.5 客户数据披露: 客户将仅向我们披露用以实现本条款所描述的目的所必须的患者数据, 且该披露应遵循患者签署的“患者同意书”(可在IDS 中获取)。
- 13.6 保密性和安全性: 客户和爱圣美均同意遵守关于患者数据的医疗保密原则。客户必须使用爱圣美提供给客户单个个人医生的安全措施(包括任何密钥, PIN, 密码, 令牌或智能卡), 来保证患者数据安全, 并以不出借、不分享、不转让、不以其他方式滥用该安全措施以保持其安全性。此外, 爱圣美应当尽其所能采取适当的技术性和组织性措施以保护患者数据不出现意外丢失、更改、无权披露和访问(“数据泄露”)的情况。
- 13.7 数据泄露: 爱圣美将尽可能早的将已知悉的被证实的数据泄露信息告知客户, 并且持续告知客户相关进展。爱圣美将采取一切合理措施来降低和消除此数据泄露的影响。
- 13.8 数据分包处理: 客户同意爱圣美可以向第三方(“数据分包处理方”)分包患者数据处理, 如果(i)爱圣美已与数据分包处理方签署了书面的患者数据处理协议, 要求患者数据的处理必须按照本条款和爱圣美的公司约束规则进行, 以及(ii)爱圣美有责任向客户确保爱圣美的数据分包处理方按照第13条处理患者数据。
- 13.9 数据转移: 客户承认爱圣美在提供的过程中, 为了进行数据处理, 可以将患者数据转给包括位于欧洲经济区(“EEA”)以外的国家在内的一个或多个分支机构或第三方数据分包处理方。

- i. Is subject to a bankruptcy petition or order; or
- ii. dies or by reason of illness or incapacity (physical or mental) is incapable of managing Customer's affairs or becomes a patient under any mental health legislation.

12. Consequences of Termination

- 12.1 Termination will not affect either party's outstanding rights or duties, including iFaceSmile's right to recover from Customer any money Customer owes iFaceSmile under these Terms and any other agreement. Upon termination Customer shall immediately pay iFaceSmile all iFaceSmile's outstanding unpaid invoices and interest and cease any use of iFaceSmile's Trade Marks, branding or other materials. Terms which expressly or by implication survive termination of these Terms shall continue in full force and effect.

13. Data Protection

- 13.1 **Definitions:** In this Term 13, the following terms will have the following meanings: (a) **"Binding Corporate Rules"** ("BCRs") mean our Binding Corporate Rules Processor Policy, available at <http://investor.iFaceSmiletech.com/documents.cfm>; (b) **"Data Protection Law"** means applicable data protection or privacy laws or regulations in the country in which the Customer and/ or the Practice practices dentistry with respect to Customers, including any applicable national implementations of the EU Data Protection Directive (95/46/EC) and the Privacy and Electronic Communications Directive (2002/58/EC) (each as amended), and including US HIPAA and regulations made thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009; (c) **"Personal Data"**, **"Sensitive Personal Data"**, **"Process/Processing"**, **"Controller"** (which shall be read in these Terms as **"Operator"** where local Data Protection Law uses instead the term "Operator"), **"Processor"**, will each have the meaning given to them under Data Protection Law; and

- 13.10 数据保留： 爱圣美将会在客户的相关患者账户中保存每位患者的治疗记录不超过七年， 与全球对特定患者的卫生保健数据保存要求相一致。客户可以在任何时间在客户的 IDS 上访问以及下载患者的患者治疗记录， 除非或者直到此患者数据根据本条款第 13.10 条不再保存或客户作为患者数据控制者的授权根据第 13.11 条终止。

- 13.11 患者转移： 如果患者联系客户或者直接联系爱圣美其想要更换医生， 或因任何理由， 客户不再能够治疗患者（如本条款第 13.3 和第 13.4 条所述的情形）， 客户授权爱圣美代表客户影响和管理患者的更换医生的步骤， 而不另行通知客户， 只要爱圣美从患者处获得了经患者签署的、 确认委托授权新医生（新医生将成为患者数据的控制者）的患者转移表格。一旦转移完成， 客户就终止了患者数据的控制者身份， 客户同时停止登录患者数据。

- 13.12 推荐患者： 如果客户将患者推荐给另一位医生， 客户应当按照数据保护法律和适用的专业规则或法律的规定去进行。

- 13.13 个人的权利： 如果患者要求访问或希望改正、 更新或删除其患者数据， 爱圣美会将上述要求告知客户， 并提供客户可能要求的与上述请求相关的合理协助， 并且爱圣美可以让患者或其代理人访问患者数据。

- 13.14 匿名数据： 客户同意爱圣美可以将患者数据用于宣传、 教育和/或研究目的， 用于在专业期刊上或在专业辅助材料上发表， 只要患者数据首先经过匿名处理并且无论客户或患者都无法被识别。

- 13.15 审计： 爱圣美会不时地为审计需要提交为处理数据所必须数据处理设备、 数据档案和文件， 用于查明是否符合爱圣美的 BCRs。 爱圣美也会不时地采取措施去核实数据分包处理方是否符合第 13 条的要求。

(d) "**Patient Data**" means Personal Data (including Sensitive Personal Data) about a Patient receiving iFaceSmile treatment and "Protected Health Information" as defined by HIPAA, including their Patient records, impressions and intra-oral scans, study models and treatment plans.

13.2 **Responsibilities of the parties:** Customer is the Controller of any Patient Data processed for the purpose of providing iFaceSmile treatment and is responsible for compliance with Data Protection Law with respect to Patient Data. To the extent that iFaceSmile processes any such Patient Data, iFaceSmile will do so as a Processor on Customer's behalf and in accordance with Customer's instructions (as set out in these Terms) and our Binding Corporate Rules.

13.3 **Transparency and fairness:** Customer must inform Customer's Patients about the purpose for which the Patient Data is being collected, intended recipients of the Patient Data, name and address of the person collecting and storing Patient Data (including of any Sub processors as defined below), and obtain any necessary consents in the format required by the locally applicable law from them for the processing of their Patient Data in accordance with these Terms, including that iFaceSmile and any TPS Provider may appoint subcontractors and process Patient Data in non-EU countries per our BCRs. Customer agrees to indemnify and hold harmless iFaceSmile and its directors, employees, agents, subcontractors, and affiliates from and against any claims, damages, liabilities, expenses or penalties iFaceSmile may incur due to Customer's disclosure of Patient Data to iFaceSmile, Customer's TPS Provider, or any of their agents, subcontractors or affiliates pursuant to these Terms.

13.4 **Access to Binding Corporate Rules:** Customer should inform Customer's Patients about the existence of our Binding Corporate Rules.

13.5 **Patient Data disclosures:** Customer will only disclose to us Patient Data that is necessary to fulfil the purposes described in these Terms and in accordance with the Patient Consent form signed by the Patient (and available on IDS).

13.16 客户的个人数据: 客户同意并向爱圣美承诺, 为了销售、处理订单或回应关于产品或服务的需求或参与爱圣美的培训, 爱圣美可以处理他们的名称、联系方式和在每个案例中医生提供给爱圣美的任何其他个人数据。客户理解他/她可以自由地拒绝同意以上陈述的使用其个人数据, 或在任何时候撤销同意, 但同时也理解, 爱圣美可能因此无法向客户提供产品或服务。客户个人数据的移转, 可能发生在爱圣美在世界上不同国家的爱圣美实体之间的数据交换, 这些转移总是遵守爱圣美的公司约束规则。在那些爱圣美被法律要求授予此权利的国家, 客户有权登录由爱圣美掌握的其个人数据, 并且可以请求修正或删除。为达成该目的, 医生可以使用本条款的“介绍”中所列明爱圣美的地址去联系爱圣美。

14. 宣传材料

14.1 客户授权爱圣美或代表爱圣美的第三方, 通过快递、邮寄、传真、电子邮件和其他形式, 向客户的办公地点发送与爱圣美产品有关的项目、培训、活动、销售和市场推广材料、调查或其他信息, 除非客户书面通知爱圣美不接收上述文件。客户有权随时书面撤销此授权。

15. 通知

15.1 客户向爱圣美发出的所有通知, 必须送至客户购买爱圣美产品的爱圣美实体, 然而这并不适用于诉讼或任何法律行动中任何文件的送达。爱圣美可以基于客户订单中提供的电子邮件或实际物理地址向客户发出通知, 且适用于诉讼或任何法律行动中任何文件的送达。

- 13.6 **Confidentiality and security:** Both Customer and iFaceSmile agree to adhere to the principles of medical confidentiality in relation to Patient Data. Customer must use the security features (including any key, PIN, password, token or smartcard) that iFaceSmile issues to Customer individually to keep Patient Data secure and keep such security features confidential without lending, sharing, transferring or otherwise misusing them. Customer acknowledges that iFaceSmile may change its security features from time to time. Further, iFaceSmile shall try its best to implement appropriate technical and organizational measures to protect Patient Data against accidental loss, alteration, unauthorized disclosure or access (a "Data Breach").
- 13.7 **Data Breaches:** iFaceSmile will notify Customer as soon as possible if iFaceSmile becomes aware of a verified Data Breach and keep Customer informed of any related developments. iFaceSmile will take all reasonable steps to mitigate or negate the effects of any such Data Breach.
- 13.8 **Subprocessing:** Customer agrees that iFaceSmile may subcontract its processing of Patient Data to third parties ("Subprocessors") provided that: (i) iFaceSmile has in place a written agreement with the Subprocessor that requires it to process Patient Data only in accordance with these Terms and iFaceSmile's Binding Corporate Rules and (ii) we remain liable to Customer for ensuring that our Subprocessors process Patient Data in accordance with this Term 13.
- 13.9 **Data transfers:** Customer acknowledges that iFaceSmile may transfer Patient Data for processing to one or more of its affiliates or third party subprocessors in the course of providing the Services, which include countries outside the European Economic Area ("EEA").
- 13.10 **Data retention:** iFaceSmile will store each Patient's Patient Data in Customer's relevant Patient account for no more than seven (7) years, consistent with health care data retention requirements globally in relation to the particular Patient. Customer will be able to access and to download copies of Customer's Patients' Patient Data from Customer's IDS at any time, unless and until such Patient Data is no longer retained pursuant to this Term 13.10 or Customer's authority as Controller of that Patients' Patient Data has ended pursuant to Term 13.11.

15.2 通知将在电子邮件发出后24 小时或邮寄后3 天或提供有信誉的快递的快递单据, 视为已经收到并适当送达。若要证明任何通知的送达, 以下将足以证明: 如果是一封信, 正确地书写地址、盖章并交付邮寄, 或已被快递服务记录为已收件, 以及, 如果是一封电子邮件, 则为电子邮件发往了收件人特定的电子邮件地址。

16. 一般条款

- 16.1 **本条款的解释** 任何由术语“包含”、“包括”、“尤其”或任何类似表达引起的句子, 应当被解释为作说明, 不应当限制这些术语之前文字的含义。书面或书面形式包含电子邮件。法律或法律条文包括该法律的修订或重新颁布的版本。法律或法律条文包括根据该法律或法律条文任何下属立法机关制定的法律或法律条文, 也包括其修订版和重新颁布的版本。主体包括自然人, 法人或非法人团体 (不论是否有独立法人地位)。一方“当事人”指爱圣美或客户, 双方“当事人”指爱圣美和客户, 一方“当事人”包括其代表, 继承人或许可的受让人。如果本条款的“介绍”与主体内容 (临床风险和附加条款) 有冲突, 则以主体内容为准。
- 16.2 **关系** 本条款没有试图或也不应当被视为, 在当事人间建立任何合伙关系或合资关系, 将一方当事人变成另一方当事人的代理人或雇员, 或授权任何一方为或作为另一方的代表作出任何承诺, 爱圣美医生代表执业机构进行活动的情况除外。本条款仅针对爱圣美医生及执业机构。爱圣美只向、也只为了接受爱圣美医生治疗的患者提供产品和服务, 而这些爱圣美医生是在其执业机构内执业并代表其执业机构 (如有) 的。除本条款另有规定, 爱圣美产品不应被其他医生使用。
- 16.3 **暗示条款** 所有被法律暗示并且爱圣美可依法排除的条款, 都被排除在本条款之外。除了本条款内容以及由贸易、习惯、惯例或交易习惯暗示的条款, 或法律暗示的条款, 或被爱圣美不能排除的强制性法律规定暗示的条款之外, 本条款不包含任何其他条款。任何由爱圣美雇员或代表作出的声明, 或者爱圣美提供的文件所包含的任何声明, 都不被包含在本条款中。客户同意, 其在接受本条款时, 并

- 13.11 **Patient transfer:** If a Patient notifies Customer or us directly that they wish to change doctors, or if for any reason Customer is no longer able to treat a Patient (for example as provided in Terms 13.3 and 13.4), Customer authorises iFaceSmile to effect and manage the Patient transfer procedure on Customer's behalf without further notice to Customer, provided that iFaceSmile has obtained a signed Patient transfer form from the Patient that confirms the appointment of a new doctor (who shall become the Controller of the Patient's Patient Data). Once the transfer is completed, Customer will cease to be the Controller of that Patient's Patient Data, and Customer's access to that Patient's Patient Data will cease.
- 13.12 **Patient referrals:** If Customer refers a Patient to another doctor, Customer shall do so in compliance with Data Protection Laws and applicable professional rules or laws.
- 13.13 **Individuals' rights:** If a Patient requests access to, or wishes to correct, update or erase its Patient Data, we will inform Customer of such request and provide Customer with such reasonable assistance as Customer may require in connection with such request and may provide access to the Patient or their representative to their Patient Data.
- 13.14 **Anonymised data:** Customer agrees that iFaceSmile may use Patient Data for promotional, educational and/ or research purposes, publication in professional journals or use in professional collateral materials, provided that such Patient Data has first been anonymised in a way that neither Customer nor any Patient are identifiable.
- 13.15 **Audit:** From time to time, iFaceSmile will submit our data processing facilities, data files and documentation needed for processing Patient Data for audit to ascertain compliance with our BCRs. From time to time, we will also take measures to verify the compliance of our Subprocessors with the requirements of this Term 13.
- 没有依赖此类声明、承诺、陈述、保证或担保，并且，除了本条款的明确规定以外，对于任何人所作的任何声明、陈述或保证（无论是因疏忽或因不知情而作出），客户均不能主张任何赔偿。然而，本节不限制和排除因欺诈而负有的责任。按照本条款所提供的产品和/或服务应当与客户订单一致，但其他任何手册不是本条款的一部分。
- 16.4 **转让** 爱圣美可以随时转让、转移、抵押、收费、转包或以其他方式处理本条款所规定的爱圣美的全部或任何权利和义务。客户不得在没有获得爱圣美事先书面同意的情况下转让、转移、抵押、收费、转包、申请信托或以其他方式处理本条款所规定的客户的任何权利和义务。不属于本条款当事人的主体不存在在本条款下的权利或与本条款相关的权利。在任何条件下，爱圣美均有权对抗爱圣美医生和执业机构。
- 16.5 **不弃权** 如果爱圣美在本条款生效的任何期间，没有督促客户履行本条款所规定的客户义务，或如果爱圣美没有行使本条款赋予的任何权利或救济措施，这不意味着爱圣美已经放弃了这些权利或救济措施，也并不意味着客户不必遵从这些义务。如果爱圣美豁免客户的一项违约，这不代表爱圣美会自动豁免客户任何随后的违约。除非爱圣美明确地书面告知客户放弃自己的权利，否则爱圣美关于本条款的任何弃权都是无效的。
- 16.6 **可分离性** 如果客户或爱圣美中的任何一方通知了本条款中的任何规定或部分规定有无效、不合法或不可被执行的，各方应友好协商并修正这些规定，使之合法、有效并具有可执行性，并尽最大可能使之获得预期的原始条款的商业结果。
- 16.7 **不可抗力** 爱圣美对因合理控制之外的事件（“不可抗力事件”）所造成任何本条款项下的任何义务的履行不能、或延迟履行，不承担责任。客户不得以不可抗力为理由不向爱圣美支付款项。爱圣美在本条款中所承担的义务在不可抗力事件持续期间是暂时中止的，并且爱圣美将依据事件持续期限来延长履行这些义务的期限，但会尽最大努力来实现这些义务。

13.16 **Customer Personal Data:** Customer agrees and consents to iFaceSmile processing their name, contact details and any other Personal Data that Doctor provides to iFaceSmile in each case for the purpose of selling, handling orders or responding to enquiries about Products or Services or engaging in training with iFaceSmile. Customer understands that he/she is free to refuse consent to the use of their Personal Data as set forth above or withdraw their consent at any time, but understands also that iFaceSmile might not then be able to supply Products or Services to Customer. Transfers of Customer Personal Data might occur to and from iFaceSmile entities in different countries of the world, always subject to iFaceSmile's binding corporate rules. In countries in which iFaceSmile is legally obliged to grant this right, Customer has the right to access their Personal Data held by iFaceSmile and to request its correction or erasure. For this purpose, Doctor may contact iFaceSmile at the address in the Introduction to these Terms.

14. Promotional Materials

14.1 Customer authorizes iFaceSmile or a third party on iFaceSmile's behalf to send programs, training, event, sales and marketing promotions and materials, surveys or other information related to the iFaceSmile products to Customer's office via, courier, post, facsimile, e-mail, and other means unless Customer has indicated otherwise in writing to iFaceSmile. Customer has the right to withdraw this consent in writing at any time.

15. Notices

15.1 All notices sent by Customer to us must be sent to the iFaceSmile entity Customer purchased the Product from, however this does not apply to the service of any proceedings or other documents in any legal action. iFaceSmile may give notice to Customer at either the e-mail or physical address Customer provides to us in the Customer Order; this does apply to the service of any proceedings or other documents in any legal action.

16.8 **修正** 本条款或任何与爱圣美间的协议的修改只能以书面形式进行。爱圣美拥有不时地修正和修订本条款的权利，以反映影响爱圣美商业的市场环境的变化、技术或产品的变化、支付方式的变化和相关法律以及以监管要求的变化。更改不会影响到客户已经被爱圣美接受的订单。

16.9 **语言** 本条款用中文起草。如果本条款被翻成任何其他语言，以中文版本为准。

16.10 **法律** 客户和爱圣美同意，客户与爱圣美间的一切合同、以及任何由这些合同或合同标的或合同工订立所产生或与之相关的任何纠纷或请求（包括非合同性争议或请求）应当由中华人民共和国的法律管辖以及解释。

16.11 **司法管辖/仲裁** 客户和爱圣美同意爱圣美的注册地所在的法院对由本条款和任何合同、或合同标的物或合同订立所产生或与之相关的任何纠纷或请求（包括非合同纠纷，统称为“纠纷”）享有专属管辖权。

- 15.2 Notice will be deemed received and properly served 24 hours after an e-mail is sent or three (3) days after the date of posting or provision to a reputable courier service of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post, or recorded by the courier service as received, and, in the case of an e-mail that the e-mail was sent to the specified e-mail address of the addressee.

16. General

- 16.1 **Interpretation of these Terms** Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to writing or written includes emails. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provisions includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a "party" is either iFaceSmile or the Customer, and "parties" includes both of us, and a "party" includes its personal representatives, successors or permitted assigns. In the event of any inconsistency between the Introduction to these Terms and the main body (Clinical Risks and Additional Terms), then the terms of the main body shall prevail.
- 16.2 **Relationship** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent or employee of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party except that the iFaceSmile Doctor may act for and on behalf of the Practice. These Terms are personal to the iFaceSmile Doctor and to the Practice. iFaceSmile provides Services and Products only to and for Patients under the personal care of the iFaceSmile Doctor and within and on behalf of their Practice (if any). Except as otherwise provided in these Terms, the Products are not to be used by any other doctor.

- 16.3 **Implied Terms** All terms implied by law and which we may by law exclude, are excluded from these Terms. Other than the Terms and terms which are implied by trade, custom, practice or course of dealing or by law, or by mandatory statutory law and which cannot by law be excluded by us, there are no other terms included in these Terms. Any statements made by our employees or representatives or in any documents produced by us are not terms included in these Terms and Customer agrees that Customer has not relied upon any such statement, promises, representations, assurances or warranties when entering into the Terms and shall not have any remedy in respect of any statement, representation or warranty (whether negligently or innocently made) of any person other than as expressly set out in these Terms. Nothing in this section shall however operate to limit or exclude any liability for fraud. Products and/ or Services supplied under these Terms shall be as described in the Customer Order, but any other brochures are not a part of these Terms.
- 16.4 **Assignment** iFaceSmile may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms. Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of Customer's rights or obligations under these Terms without the prior written consent of iFaceSmile. A person who is not party to the Terms shall not have any rights under or in connection with these Terms. iFaceSmile shall have rights against the iFaceSmile Doctor and the Practice under any terms.
- 16.5 **No Waiver** If iFaceSmile fails, at any time while these Terms are in force, to insist that Customer perform any of Customer's obligations under these Terms, or if iFaceSmile does not exercise any of its rights or remedies under these Terms, that will not mean that iFaceSmile has waived such rights or remedies and will not mean that Customer does not have to comply with those obligations. If iFaceSmile waives a default by Customer, that waiver will not mean that we will automatically waive any subsequent default by Customer. No waiver by iFaceSmile of any of these Terms shall be effective unless iFaceSmile expressly says that it is a waiver and tells Customer so in writing.

- 16.6 **Severability** If one of us gives notice to the other of the possibility that any provision or part-provision of these Terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.7 **Force Majeure** iFaceSmile will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (“**Force Majeure Event**”). Any failure to pay sums due to iFaceSmile shall not be excused by reason of any Force Majeure Event. Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and iFaceSmile will extend the time to perform these obligations for the duration of that period but will make reasonable efforts to perform.
- 16.8 **Amendments** Any variation of these Terms or any agreement with iFaceSmile can only be made in writing. iFaceSmile has the right to revise and amend the these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology or Products, changes in payment methods and changes in relevant laws and regulatory requirements. Changes will not affect Customer Orders already accepted by us.
- 16.9 **Language** These Terms are drafted in the Chinese language. If these Terms are translated into any other language, the Chinese language version shall prevail.
- 16.10 **Law** Customer and iFaceSmile agree that all contacts between the parties, and any dispute or claim arising out of or in connection with any such contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the People’s Republic of China .

16.11 **Jurisdiction/ Arbitration.** Customer and iFaceSmile agree that Chinese courts shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Terms and any contract, or their or its subject matter or formation (including non-contractual disputes) "Dispute". iFaceSmile shall have the right to seize the jurisdiction regions in which the Customer and/ or the Practice resides, practices dentistry and/ or does business to resolve a Dispute.