

## **TERMS OF USE**

Welcome to the iTero™ Store website, sponsored by Align Technology, Inc. ("Align"). Please review the following terms and conditions (the "Terms of Use") concerning your use of the website. These Terms of Use only apply to the iTero Store website and not to any other website affiliated with Align.

By accessing, using, or downloading any information and/or materials from the website, you agree to follow and be bound by these Terms of Use. If you do not agree with these Terms of Use, you may not use this website. This website may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

The terms "you," "your," and "yours" refer to you, the visitor to or user of the website. The terms "Align," "we," "us," and "our" refer to Align.

Please note that this website may be hosted and/or serviced by a third party.

### **1. MEDICAL DISCLAIMER**

All information contained on this website, including information relating to orthodontic, dental, medical and health conditions, and products and treatments, is for informational purposes only. This information should not be considered complete and is not intended to be used in place of a patient visit, call, consultation or advice of an orthodontist, dentist or medical professional, or any information contained on or in any product packaging or labels. Information obtained by using the website is not exhaustive and does not cover all orthodontic or dental procedures or treatments. The information on this website and any link to other sites is for informational purposes only and is not intended to provide medical advice for any specific medical condition you may have. This website does not create a doctor-patient relationship.

### **2. USE OF THE WEBSITE'S CONTENT**

By visiting and using the website, you represent to us that you are at least 18 years old.

Subject to these Terms of Use, we grant to you a limited, personal, revocable, nonexclusive, nontransferable license to use the website for your personal use and not for resale or further distribution without prior written consent from Align. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes use of the website, access to the website or any of the content accessible through the website. You agree not to copy or post on any networked computer, broadcast in any media, or to use, modify, distribute, publish, transmit or create derivative works of any material found on our website for any public or commercial purposes. You are not permitted to modify any materials from this website in any way.

Except as expressly provided above, nothing contained in this website will be construed as

conferring by implication, estoppel, or otherwise any license or right under any copyright, patent, trademark or other intellectual property right of Align or any third party.

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this website and your purchase of products or services through this website. We may, in our sole discretion, report actual or perceived violations of law to law enforcement or appropriate authorities. If we become aware, through a complaint or otherwise, of any potential or suspected violation of these Terms and Conditions (including our [Privacy Statement](#)), we may (but are not obligated to) conduct an investigation to determine the nature and extent of the suspected violation and the appropriate enforcement action, during which investigation we may suspend services to any customer being investigated and/or remove any material from our servers. You agree to cooperate fully with any such investigation. You acknowledge that violations of the Terms and Conditions or the Privacy Statement could be subject to criminal or civil penalties.

### 3. USER CONDUCT

You agree to not use the website to:

- post or transmit any material that is unrelated to the subject matter of the website;
- violate or solicit the violation of any applicable local, state, national or international law or regulation;
- violate the rights of any third party, including but not limited to intellectual property rights, contractual rights, and privacy or publicity rights;
- interfere with or disrupt the website, computer servers or boards accessible through the website;
- intentionally seek information on, obtain copies of or modify files or other data or passwords belonging to other users without permission; or harvest usernames, e-mail addresses or other personal information for any purpose;
- impersonate any person, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; use racially, ethnically, or otherwise offensive language; or discuss or incite illegal activity; or use explicit/obscene language or solicit/post sexually explicit images (actual or simulated);
- promote information that you know to be false or misleading or that promotes or facilitates illegal activities, piracy, or conduct that is abusive, threatening, obscene, defamatory or libelous;
- engage in or facilitate the transmission of unsolicited mass mailing or spamming, or
- order products for resale.

If you do use the website to commit any of the above, Align may, at its sole discretion, terminate your ability to use the website and prosecute you to the fullest extent allowed by law.

### 4. ACCOUNTS

You will need to establish an account with us to purchase items at iTero Store. During the account registration process you will be asked to select a unique password. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under the password. By logging into the Sites, you represent and warrant that: (i) you are the customer who registered for the services; (ii) that you are using the services only for permitted purposes; and (iii) you are not a competitor of Align or any of its products. You will immediately notify us of any unauthorized use of the password or account or any other breach of security. You agree to exit from your account at the end of each session. Please notify us at of any potential unauthorized use(s) of your account, or breach of security.

If you create an account, you represent and warrant that: (i) you will not select or utilize a user name of another person with intent to impersonate that person; (ii) you will not select or utilize a user name in which another person has rights, if you do not have that person's authorization to use such name; (iii) you will not select or utilize a user name that Provide Commerce in its sole discretion deems offensive; and (iv) you are not a competitor of Provide Commerce, or an agent thereof. Align cannot, and will not, be liable for any loss or damage arising from your failure to comply with these obligations.

## 5. ORDERING PRODUCTS AND SERVICES

By submitting an order, you represent that you are at least 18 years old, and have the legal authority to contract for products and services.

All prices listed on the Sites are subject to change. Align attempts to be as accurate as possible. If any item is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right, prior to the acceptance of your order pursuant to our Order Acceptance Policy described below, to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. Align does not warrant that product descriptions or other content is accurate, complete, reliable, current, or error-free. If a product offered by Align is not as described, your sole remedy is to return it in unused condition for an iTero Store credit.

For each product or service you order on any of the Sites, you agree to pay the price applicable for the product or service (including any sales taxes, surcharges, and any applicable delivery and shipping fees) as of the time you submitted the order. Upon shipment, Align will automatically bill your credit card submitted as part of the order process for such price. Align only accepts credit card payments for orders through the iTero Store website.

Products provided free-of-charge, such as marketing material, will not incur shipping fees.

## 6. ORDER ACCEPTANCE POLICY

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item and will adjust the amount charged accordingly. We may require additional verifications or information before accepting any order. Your order is not accepted until it is shipped.

## 7. TAX

Align shall automatically charge and withhold the applicable sales tax for all eligible orders. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item in accordance with state tax laws. The tax rate applied to your order will generally be the combined state and local rate for the address where your order was shipped.

You are solely responsible for knowing and paying any applicable use tax of your state.

## 8. TITLE

Align is not responsible for:

- Unsuccessful deliveries arising from the recipient not being present at time of delivery at the address supplied by the sender or
- Product quality problems caused by improper handling by the recipient.

Risk of loss will pass to you upon shipment of the product. Align will not be responsible or liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control. Align retains right of title of the product only to allow for recovery in case of default.

## 9. EXPORT LAWS

The U.S. export control laws regulate the export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations, including but not limited to the Export Administration Act and the Arms Export Control Act. You agree not to provide, transfer, sell or otherwise make available products purchased or received hereunder in violation of any such laws. You agree that such compliance shall apply to the export, deemed export and/or re-export of the products and shall include compliance with export restrictions applicable to Specially Designated Nationals, and any other restricted person or entity of the United States Government, including prohibition on export or re-export to embargoed or restricted countries. The

products related to these Terms of Use may only be exported or re-exported for its intended commercial use and not for any prohibited use or to any prohibited end user.

## 9. ORDER CANCELLATION AND RETURN POLICY

At Align's discretion and upon written request, Align may authorize cancellation of specific iTero store orders BEFORE the order has shipped. For cancellation requests, please call iTero Customer Care.

All orders are non-refundable. Returned products are eligible for iTero Store credit only. Align does not take title to returned items until the item arrives at our fulfillment center.

## 10. FEEDBACK AND CONTENT SUBMISSION

Any comments, feedback, information, suggestions, submissions or materials you submit through or related to this website (a "Submission") will be considered non-confidential by Align. You acknowledge that you are responsible for the Submissions that you provide, and that you, not Align, have full responsibility for the Submissions, including their legality. By making a Submission, you agree you have the right to do so free of any claims from any third party, and agree to bear sole responsibility and liability for any claims related to such Submission. A user shall not make a Submission unless he/she (and his/her parent or legal guardian) agrees to grant to Align a worldwide, exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid right and license: (a) to make, have made, use, copy, reproduce, modify and to create derivative works of any Submission, and a nonexclusive right to use the name and likeness of any person mentioned or included in such Submission in connection with any use of the Submission and in connection with any derivative works that may be created from the Submission in any media, software or technology of any kind now existing or developed in the future, including the advertising thereof; (b) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly through multiple tiers), license, offer to sell, and sell, rent, lease or lend copies of the Submission and derivative works thereof; and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties, all without expectation of compensation, other than the right to access and use the website pursuant to these Terms of Use.

## 11. MODIFICATION AND TERMINATION OF WEBSITE

Align and its delegate reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the website (or any part of it) with or without notice. You agree that Align shall not be liable to you or to any third party for any modification, suspension or discontinuance of the website. Align and its delegate may also make improvements and/or changes in the products, services, and/or the programs described in this website at any time without notice. However, Align disclaims any responsibility to update, improve or change this website.

## 12. OTHER WEBSITES AND RESOURCES

Third parties using the website may provide links or access to other websites and resources. Because Align has no control over such sites and resources, you acknowledge and agree that Align is not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Align shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or websites available on or through any such site or resource.

Additionally, this website may be hosted through a third party, which would then utilize their resources and technology to facilitate proper use of this website and purchases made through the website.

### 13. PRIVACY

We may collect registration and other information about you through the website. Our collection and use of this information is governed by our [Privacy Statement](#).

### 14. DISCLAIMER OF WARRANTIES

YOUR USE OF THE WEBSITE AND WEBSITE CONTENT IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND FOR INFORMATIONAL PURPOSES ONLY. ALIGN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF THE WEBSITE AND WEBSITE CONTENT, AND YOU RELY ON THE WEBSITE AND WEBSITE CONTENT AT YOUR OWN RISK. ANY MATERIAL OBTAINED THROUGH THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE USE, DOWNLOADING OR ACCESSING OF ANY MATERIAL THROUGH THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ALIGN OR THROUGH OR FROM THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

### 15. LIMITATION OF LIABILITY

ALIGN AND ITS OFFICERS, DIRECTORS, SUBSIDIARIES, EMPLOYEES, AFFILIATES, AGENTS, PARTNER, SUCCESSORS AND ASSIGNS (THE 'ALIGN PARTIES') WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ALIGN HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) RESULTING FROM YOUR USE OF

THE WEBSITE AND WEBSITE CONTENT. UNDER NO CIRCUMSTANCES WILL THE RELEASED PARTIES TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE AND WEBSITE CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEEDS THE SUM OF ONE HUNDRED DOLLARS (\$100). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU, OR SHALL APPLY ONLY TO THE EXTENT ALLOWED BY APPLICABLE LAW.

#### 16. COPYRIGHT/INTELLECTUAL PROPERTY INFRINGEMENT

Align respects the intellectual property rights of others, and requires you to do the same. It is the policy of Align to terminate the access privileges of those who repeatedly infringe the copyright or intellectual property rights of others. If you believe that your work has been posted on the website in a way that constitutes copyright or other intellectual property infringement, please contact Align at the address below and provide the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or intellectual property interest; (2) a description of the work that you claim has been infringed, and identification of the URL or other specific location on the website where the material that you claim is infringing is located; (3) your address, telephone number and e-mail address; (4) a statement by you that you have a good-faith belief that the disputed use is not authorized by the owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner or authorized to act on the owner's behalf.

Align Technology

Attention: Copyright Agent

E-mail: [copyrightagent@aligntech.com](mailto:copyrightagent@aligntech.com)

#### 17. INDEMNITY

You agree to indemnify and hold Align, and the Released Parties, harmless from any costs, damages, expenses and liability, including reasonable attorney fees, arising out of or related to your use of the website or website content, your violation of these Terms of Use, or your violation of any rights of another person or entity.

#### 18. NOTICES

Notices to you may be made via e-mail. Align may also provide notices of changes to these Terms of Use or the website by displaying notices or links to notices to you generally on the website.

#### 19. LEGAL DISPUTES

These Terms of Use and your relationship with Align shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Align agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, USA.

## 20. MODIFICATION OF AGREEMENT

We may amend these Terms of Use at any time by posting the amended terms on the website and you are responsible for regularly reviewing these Terms of Use. All amendments shall be effective immediately after they are posted on the website. Your use of the website following the effective date of any modifications shall constitute your binding acceptance of those modifications.

## 21. GENERAL

These Terms of Use constitute the entire agreement between you and Align with respect to the website and supersede all prior agreements and understandings between you and Align. Align's failure to enforce any provision of these Terms of Use will not be construed as a waiver of any provision or right. In the event that a portion of these Terms of Use is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. Rights and obligations under these Terms of Use, which by their nature should survive, will remain in effect after termination or expiration hereof.

If you are a California resident, you may have a copy of these Terms of Use e-mailed to you by sending a letter with your e-mail address and a written request for the Terms of Use to:

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