

We Smiles Pty Limited
WEBSITE TERMS OF USE

1. Terms of Use

These Terms of Use govern your use of the www.wesmile.com.au website (**Website**) which is owned and operated by We Smiles Pty Limited (ACN 624 331 611) (**We Smile, we, us, our**). By accessing and using the Website, you agree to be bound by, and responsible for complying with, these Terms of Use.

We may change these Terms of Use from time to time. Your use of the Website following any such change to the Terms of Use will confirm your acceptance of these changes.

2. Services

We Smile offers goods and services relating to invisible dental aligners which are intended to adjust or retain the position of your teeth based on a dental practitioner's prescription. The invisible dental aligners are manufactured by a laboratory selected by our dental practitioners.

You will be required to submit the information required on the Website including, but not limited to, your full name, email address and telephone number in order to select an available appointment time to consult a hygienist at our offices for an initial check up and scan.

Proceeding with the treatment is subject to your acceptance of the Terms and Conditions which are available at <https://wesmile.com.au/terms-of-use/> and your completion of the Patient Consent and Waiver Form which must be signed and returned to us.

3. Website

You must be eighteen (18) years of age or over to submit your information on the Website.

When submitting your information on the Website, you agree that you will:

- a) provide complete and accurate information;
- b) keep your personal information accurate and up to date at all times; and
- c) not use another person's details.

We reserve the right to disclose your identity or other information you provide when submitting your information on the Website if required by law to do so.

We reserve the right to terminate your access to the Website at any time in our sole discretion, without notice.

4. Your Responsibilities

You may only use the Website for lawful purposes, in a responsible and co-operative manner, and in accordance with these Terms of Use. You must not:

- a) use the Website in any way that could damage our reputation or goodwill or other rights associated with the We Smile brand;
- b) permit any person to access and use the Website other than in accordance with these Terms of Use;

- c) disable, tamper with or otherwise attempt to circumvent any billing mechanism that meters the use of the Website by you or any other person;
- d) except to the extent that any applicable laws (including but not limited to copyright laws) prevent us from restraining you from doing so:
 - i. reproduce, make error corrections to or otherwise modify or adapt the Website or create any derivative works based upon the Website; or
 - ii. decompile, disassemble or otherwise reverse engineer the Website or permit or facilitate any third party to do so;
- e) when accessing and using the Website:
 - i. attempt to undermine the security or integrity of our computing systems or networks or, where the Website is hosted or operated by a third party, the third party's computing systems and networks;
 - ii. use, or misuse, the Website in any way which may impair its functionality, or the functionality of any other system used to deliver the Website, or impair the ability of any third party to lawfully use the Website; or
 - iii. attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the Website is hosted or stored;
 - iv. transmit, or input into the Website any information, data, files or other material that may damage any other person's computing devices or software, may be offensive, or which is in violation of any law (including material protected by copyright or trade secrets which you do not have the right to use);
 - v. attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver or operate the Website, except as is strictly necessary to use either of them for normal operation;
 - vi. remove or modify any program markings or any notice of proprietary rights, including those of any third party;
 - vii. use any automated processes or means to access the Website;
 - viii. use any software or manual repetition that will or is likely to interfere with the Website; or
 - ix. attempt to cause stress or detriment to the proper working of the Website, including but not limited to acting in any way likely to cause an unreasonable strain to the infrastructure of the Website, reloading or refreshing transaction pages more than once every 5 seconds, or requesting any page of the Website more than 100 times in aggregate in any 24 hour period.

5. Promotions and Discounts

We may offer promotions and discounts from time to time on the Website. All promotions and discounts are offered subject to these Terms of Use and any other terms and conditions specified by us to relate to a specific promotion or discount.

6. Modifications, Termination, Interruption and Disruptions to the Website

We will use our best endeavours to ensure that the Website is accessible on a continuous basis. However, you confirm and acknowledge that we may, with or without notice, modify, suspend, disrupt or discontinue any part of the Website, whether to all users or to you specifically, at any time. You agree and acknowledge that We Smile will not be liable for any of the actions set out above or for any loss or damage that is caused by any of the actions set out above.

You confirm and agree that access to the Website is reliant upon various factors outside our control, including, without limitation, you meeting the minimum technical requirements of the Website, your Internet service provider or telecommunications provider, the speed and bandwidth of your Internet connection, the equipment or devices which you use to access and use the Website, our hosting and web server (to the extent that we engage third party contractors) and other factors which may impact upon the delivery of the Website to you via the Internet.

We do not guarantee that the Website will be uninterrupted or that it will be secure, consistent, timely or error-free. We reserve the right to restrict or remove access to the Website for the purpose of undertaking maintenance and updating of the Website.

7. Security

Where there is unauthorised access or a breach of security, we will take appropriate steps to rectify the unauthorised use or breach of security. You must take all other actions that we reasonably deem necessary or desirable to maintain or enhance the security of our computing systems and networks and your access to the Website.

We will use all reasonable endeavours to ensure that we provide a secure environment for any data stored or hosted on our systems. You acknowledge however that no information which is available on the Internet is completely secure and you agree that we will not be liable for any loss suffered by you or any third party should our security measures (or those of any of our service providers) be overcome or breached.

We maintain appropriate technical and operational measures, internal controls, and data security routines intended to protect your data against accidental loss or change, unauthorised disclosure or access, or unlawful destruction. We are not responsible for the security of any data stored on any personal computer, laptop or mobile device owned or controlled by you.

8. Content

We own all rights, title and interest (including present and future copyright) in the Website.

All material on the Website such as articles, written materials, names, trademarks, images, photographs, designs, illustrations, and logos (**Content**) are owned by, or licensed to, us (unless expressly indicated otherwise). You are granted a nonexclusive, non-transferable licence to use the Website and access the Content in the manner set out in these Terms of Use.

You may use the Website and access the Content only for your personal and non-commercial use. Nothing in these Terms of Use or on the Website will grant you ownership of the Content (or any intellectual property rights in it). You may not sell, modify, copy, distribute, display, communicate or otherwise use the Content unless we have expressly authorised you to do so in writing. You must not use any so-called 'spider' or similar automated software or device to use or access the Website or the Content in any way.

9. Continued Development

You consent to us soliciting comments, information, requests, data, ideas, enhancement requests, recommendations, description of processes, or other information concerning the Website from you or any person (**Feedback**). We own all intellectual property rights in any Feedback and may use such Feedback for purposes related to the Website or the carrying out of services by us generally in our business activities without further approval or acknowledgement, and you hereby assign to us all intellectual property rights in any such Feedback.

10. Privacy Policy

These Terms of Use are subject to our Privacy Policy. A copy of our Privacy Policy is available at www.wesmile.com.au.

11. Links

The Website may contain links or other connections to websites operated by parties other than us (**Links**). If you use a Link to access a third party website, you do so entirely at your own risk. Our inclusion of Links or other connections to third party websites does not imply any endorsement of the material on them or any association with their owners or operators. We provide links to Linked Sites for convenience only.

12. Off-Site Conduct

It is a direct violation of these Terms of Use for you to engage in an activity using information obtained from the Website to contact, abuse, advertise, sell to, harass or harm any other person.

13. Termination

We may (in our sole discretion and without prior notice to you) terminate your licence to access the Website and take any legal action we have available against you, if you breach these Terms of Use or we believe the services offered by us are not appropriate for you.

14. Disclaimer and Limitation of Liability

To the fullest extent permitted by law, we exclude all conditions and warranties (express and implied) of any kind in relation to the Website. Under no circumstances (including without limitation, any act or omission on our part) will we be liable for any indirect, incidental, special and/or consequential damages or loss whatsoever which results from any use of or access to, or any inability to use or access, the Website. Certain laws may not allow the exclusion of some conditions and warranties, in which case some of the above exclusions may not apply to you.

You agree that We Smile and its affiliates shall not be liable to you or anyone else for any loss or injury caused in whole or in part by relying upon, using, or interpreting the content or any other information obtained through the use of the Website. In no event will We Smile or its affiliates be liable to you or anyone else for any incidental, consequential, indirect, special or exemplary damages or lost profits arising out of the use or inability to use the Content, the Website, or any other information obtained through the Website, even if We Smile, its affiliates, its licensors, agents or representatives know or have been advised of the possibility of such damages.

You agree that if we are liable for any damages or loss regardless of the cause of action, whether in contract, tort or breach of statute or any other legal or equitable obligations the amount is limited to the amount of the services.

The Website is delivered on an “as is” and “as available” basis. In this context, we do not warrant that the Website will be error-free or uninterrupted.

All due care is taken in ensuring that the Website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system or device which arises in connection with your use of the Website or any Linked websites.

We undertake to take all due care with any information which you may provide when accessing the Website and to store such information in a secure manner in accordance with our Privacy Policy. We, however, do not warrant and cannot ensure the security of any information which you may provide and information you transmit to the Website is entirely at your own risk.

From time to time, we may host third party content on the Website such as advertisements and endorsements. Responsibility for the content of such material rests with those third parties and we are not responsible for any errors or omissions in such material or any damage caused either directly or indirectly by them.

15. Indemnity

You agree to indemnify us and our officers, directors, agents and affiliates from and against all claims, liabilities, costs and expenses (including legal costs on a full indemnity basis) resulting from your failure to comply with these Terms of Use.

16. Reporting

If you encounter any content on the Website that you find offensive and which you believe violates these Terms of Use, please report the content to us by e-mailing info@wesmile.com.au. So that we can efficiently deal with your report, please ensure that your report:

- a) states the reason for your concern/s; and
- b) clearly identifies the content by providing:
 - i. a description of it; and
 - ii. a hyperlink to the specific page (if applicable).

17. Confidentiality

If you receive or encounter any information which a reasonable person would consider to be confidential in nature, you must contact us immediately at info@wesmile.com.au and notify us of the confidential information.

18. Applicable Law

The Website is controlled from our offices in New South Wales, Australia. These Terms and Use will be governed by and construed in accordance with the laws of Australia.

You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

If any provision of these Terms of Use is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms of Use which will continue in full force and effect.

19. Contact

If you have any questions or concerns regarding these Terms of Use please contact us at info@wesmile.com.au.