

We Smiles Pty Limited

TERMS AND CONDITIONS

1. Terms and Conditions

These Terms and Conditions govern the services which are offered by We Smiles Pty Limited (ACN 624 331 611) (**We Smile, we, us, our**). By accepting the services, you agree to be bound by, and responsible for complying with, these Terms and Conditions.

We may change these Terms and Conditions from time to time. Your use of the Website and continued use of the services following any such change to the Terms and Conditions 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.

The two treatment options available at We Smile are:

- Standard treatment plan- treatment plan involving up to 12 invisible dental aligners; and
- Extended treatment plan - treatment plan involving more than 12 invisible dental aligners.

You will be required to submit the information required on the www.wesmile.com.au website (**Website**) including, but not limited to, your full name, email address and telephone number in order to select an available appointment time to consult an oral hygienist or dental practitioner at our offices for an initial check up and scan.

Following the scan, and based on our dental practitioner's prescription, We Smile will generate a 3D treatment plan for your approval. The manufacture of your invisible dental aligners will not commence until you approve the treatment plan and electronically sign the Patient Consent Form.

3. Fees and Payment

Once you sign and return the Patient Consent Form, you are able to select one of the following payment options:

- a) Standard treatment plan
 - a. Payment in full upfront - \$1,999 (includes a discount of \$199)
 - Instalment plan – deposit of \$399 and 6 monthly installments of \$300 per monthStandard treatment plan
- b) Extended treatment planExtended treatment plan
 - a. Payment in full upfront - \$3,999 (includes a discount of \$399)
 - b. Instalment plan - deposit of \$799 and 12 monthly instalments of \$300
- i. Standard treatment planExtended treatment plan. If you have already made payment in full or paid the deposit upfront payment, then We Smile will not vary the amounts quoted to you for the initial deposit and monthly payments.

Instalment plans are subject to our credit assessment of your ability to pay the monthly instalments and may include an ID verification and confirmation of your employment.

We Smile reserves the right to vary the amounts referred to above at any time at its sole discretion, and to offer alternative and additional products and pricing to individuals or groups at its sole discretion

We take all reasonable endeavours to ensure that you receive your invisible dental aligners within 21 business days of receipt of payment. We will not be held accountable however for delays beyond our control such as with postage, courier or laboratory services.

You acknowledge and agree that:

- a) we may require the use of any method of payment as we decide in our discretion; and
- b) all amounts are payable in Australian Dollars (AUD\$).

Unless otherwise expressly stated by us, all payments are inclusive of Goods and Services Tax.

4. Revisions

If your teeth do not move as expected during the treatment period, a new treatment plan may be created based on our dental practitioners assessment. The new treatment plan will be created for you based on the current position of your teeth. Revisions may be based on new scans..

As part of the extended treatment plan treatment plan, revisions are available at no additional cost.

5. If you are eligible for the standard treatment plan then all revisions are available at \$79 per aligner. **Replacements**

If you lose or break an invisible dental aligner during the course of your treatment, invisible dental aligner replacements are available at a cost of \$79 per invisible dental aligner.

6. Retainers

Retainers will be based on a a new scan. Retainers are available at \$79 per retainer.

7. Refunds

You must provide 48 hours notice if you are required to cancel or reschedule your appointment with us.

Failure to cancel or reschedule the appointment within the 48 hours notice period may incur, subject to our sole discretion, a cancellation fee of \$50. You will also be liable for payment of the cancellation fee of \$50 if you arrive at the Clinic more than 15 minutes after your confirmed appointment time. The waiver of the cancellation fee is at our sole discretion.

If you decide not to proceed with your order after reviewing your 3D treatment plan, We Smile will refund any payments already made by you.

8. Promotions and Discounts

We may offer promotions and discounts from time to time. All promotions and discounts are offered subject to these Terms and Conditions and any other terms and conditions specified by us.

9. Privacy Policy

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

10. Disclaimer and Limitation of Liability

We Smile does not guarantee a successful treatment outcome in relation to the goods or services it offers and individual results may vary.

To the fullest extent permitted by law, we exclude all conditions and warranties (express and implied) of any kind in relation to the goods or services. 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 the services we offer. 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 shall not be liable to you or anyone else for any loss or injury caused by We Smile.

In no event will We Smile be liable to you or anyone else for any incidental, consequential, indirect, special or exemplary damages or lost profits caused by We Smile.

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 services obtained by you as follows.

(a) in the case of goods; to one of the following as determined by We Smile: the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; and

(b) in the case of services; to one of the following as determined by We Smile: the supplying of the services again or the payment of the cost of having the services supplied again.

11. Indemnity

You agree to indemnify us and our officers, directors, agents and associated entities 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 and Conditions.

12. Applicable Law

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

13. Contact

If you have any questions or concerns regarding these Terms and Conditions please contact us at by telephone on 1300 937 652 or info@wesmile.com.au.