

WEBSITE TERMS OF USE

Website-only scope. These Terms govern the public pages and public forms of makeasmile.com. They do not govern any linked third-party patient portal (an independent service governed by its own terms and privacy policy), dental treatment, patient financial arrangements, or separate patient consents and authorizations. The Website is not an emergency service.

1. Acceptance, Scope, and Website Operator

These Website Terms of Use ("Terms") govern access to and use of the public pages, public forms, and public features of makeasmile.com (the "Website"), operated under the Make a Smile Dental name ("Make a Smile," "we," "us," or "our").

By accessing or using the Website, you agree to comply with these Terms. When a Website form or feature presents a reasonably conspicuous notice that selecting a button, checking a box, or submitting information signifies acceptance, completing that action constitutes your electronic acceptance. If you do not agree, do not submit a Website form or use a feature that requires acceptance; you may contact one of our offices by telephone instead.

These Terms apply only to the public Website. They do not replace or modify the Website Privacy Policy, an applicable Notice of Privacy Practices, patient-portal terms, patient agreements, financial policies, procedure-specific informed consents, authorizations, or other documents governing dental care or patient records. Applicable law and a more specific valid agreement, consent, authorization, or court order control if they conflict with these Terms.

2. Eligibility and Authority

You may use the Website only if you have the legal capacity to do so. A minor should use public Website features through a parent, legal guardian, or other legally authorized adult unless a different process is permitted by law. If you submit information for another person or for an organization, you represent that you are authorized to do so and that the information is accurate to the best of your knowledge.

Website use does not establish custody, guardianship, authority to consent to treatment, financial responsibility, or a right to access another person's records. Those matters are determined under applicable law and the procedures of the applicable dental practice.

3. Permitted Use

Subject to these Terms, we grant you a limited, revocable, nonexclusive, nontransferable permission to use the Website for lawful personal, informational, career-application, referral, and legitimate business purposes. You may print or save a reasonable number of pages for your own noncommercial use, provided that you do not remove proprietary notices or alter the content in a misleading manner. No other right or license is granted.

4. Prohibited Use

You may not use the Website to:

- Violate law, infringe another person's rights, commit fraud, impersonate another person, or misrepresent your identity, authority, affiliation, qualifications, insurance, appointment status, or payment status.

- Access, obtain, alter, test, scan, probe, disable, or interfere with data, accounts, systems, networks, forms, security controls, or Website functions without authorization.
- Introduce malware, malicious code, harmful files, automated attacks, excessive requests, or other material intended to disrupt, damage, monitor, or gain unauthorized access.
- Scrape, harvest, crawl, copy, frame, mirror, republish, index for a competing service, create a commercial dataset, or use Website content to train or improve an artificial-intelligence model without prior written permission, except for ordinary browser use, assistive technology, authorized search indexing, or conduct protected by law.
- Submit information or files that are false, unlawful, threatening, defamatory, infringing, malicious, unrelated to the stated purpose of a form, or confidential to another person without authority.
- Use Make a Smile names, logos, content, domain names, or designs in a manner that is misleading, commercial, confusingly similar, or falsely suggests sponsorship, endorsement, or affiliation.
- Use a public Website form for an emergency, to send passwords or complete payment-card credentials, or to transmit highly sensitive information that the form does not specifically request.
- Encourage, assist, or enable another person to engage in prohibited conduct.

Security research, vulnerability testing, or penetration testing requires prior written authorization unless applicable law expressly protects the activity. We may use lawful measures to detect, investigate, prevent, and respond to misuse.

5. Healthcare and Dental Information Disclaimer

Website content is provided for general educational, informational, and administrative purposes. It is not a diagnosis, treatment plan, prescription, professional opinion, emergency evaluation, insurance determination, or substitute for an examination and advice from a licensed healthcare professional who is familiar with the patient's circumstances.

Do not use Website content to diagnose a condition, select or reject treatment, start or stop medication, delay needed care, or disregard instructions from a treating provider. Descriptions of conditions, procedures, technology, providers, services, benefits, risks, recovery, insurance, financing, or expected results are general and may not apply to a particular person. Results vary, and no clinical, cosmetic, financial, insurance, scheduling, or other outcome is guaranteed.

5.1 No Provider-Patient Relationship

Viewing the Website, submitting a public form, requesting an appointment, receiving an automated response, or exchanging a nonclinical Website communication does not by itself create a provider-patient relationship, require a provider to accept or treat a patient, or establish a duty to provide a particular service. A provider-patient relationship is established only as recognized by applicable law and the applicable practice's acceptance and professional interaction. If a provider-patient relationship already exists, these Terms do not reduce any professional duty or standard of care.

6. Emergency and Urgent-Care Warning

THE WEBSITE, PUBLIC WEBSITE FORMS, EMAIL, TEXT MESSAGES, AND ANY LINKED PATIENT PORTAL ARE NOT EMERGENCY SERVICES AND MAY NOT BE MONITORED CONTINUOUSLY. For a medical emergency, call 911 or obtain local emergency care. For an urgent

dental concern, call the appropriate dental office or seek prompt care from a local dental or medical provider. Do not wait for a Website or portal response.

7. Appointments and Communications

An appointment request, however submitted (including through a linked third-party scheduling tool), is only a request. It is not a confirmed appointment unless the applicable practice directly confirms the date, time, location, provider or service, and any required conditions. An automated acknowledgment does not constitute confirmation. We do not guarantee appointment availability, acceptance as a patient, a particular provider, service, location, time, insurance determination, fee, or treatment plan.

Website forms and electronic messages may be delayed, misdirected, filtered, interrupted, or not received. You are responsible for providing accurate contact information and monitoring the communication methods you use. When you provide contact information and submit a request, you authorize us to respond about that request through reasonable communication methods permitted by law. This is not consent to marketing, recording, or automated or prerecorded communications when separate consent is required.

Ordinary email, text messages, and voicemail may be viewed by someone with access to your account or device and may present other privacy or delivery risks. Use a practice-approved secure method for patient-specific or sensitive communications when available.

8. Third-Party Patient Portal

The Website may link to a third-party patient portal used for scheduling, forms, messaging, records, payments, and other patient functions. Any such portal is operated by an independent company, not by us, and these Terms do not govern it. Your use of a patient portal is governed by that portal's own terms, privacy policy, and related agreements, together with applicable law. We do not control a third-party portal's content, availability, or security and, to the extent permitted by law, are not responsible for them. This does not limit responsibility that applicable law imposes on us for our own conduct.

9. Careers and Job Applications

The Website may display job opportunities and accept applications, resumes, cover letters, credentials, location preferences, travel availability, and related information. You must provide truthful information and may submit another person's information only with authority. We may use applicant information for recruiting, evaluation, verification, communication, recordkeeping, security, and lawful employment-related purposes as described in the Website Privacy Policy.

A job posting or application does not promise an interview, employment, a particular position, compensation, schedule, location, or continued availability of the opportunity, and it does not create an employment relationship. We may modify, suspend, close, or withdraw a posting or recruiting process at any time, subject to applicable law.

10. User Submissions

"User Submission" means information, text, messages, resumes, documents, photographs, files, feedback, or other material that you submit through a public Website feature. You are responsible for the accuracy, lawfulness, and appropriateness of each User Submission and for having all rights and authority needed to submit it for the intended purpose.

You retain any ownership rights you lawfully hold. You grant us and providers acting for us a nonexclusive, royalty-free, limited license to receive, store, copy, transmit, review, route, process, and use the User Submission as reasonably necessary to respond to the request, operate and secure the Website, evaluate an application, maintain records, comply with law, or protect rights. This license does not authorize public advertising, a testimonial, or marketing use of identifiable patient information when separate permission is legally required.

We may reject, quarantine, remove, or decline to process a User Submission that is unlawful, malicious, technically incompatible, outside the purpose of a feature, or reasonably believed to create a privacy, security, legal, or operational risk. We are not required to store a public Website submission indefinitely.

11. Online Payments, Tools, and Links

The Website may provide payment links, appointment tools, maps, embedded content, or other online functions. A payment is not final merely because information was submitted; it may be delayed, declined, reversed, disputed, or applied only after verification. Confirm that a payment has been received and correctly applied. Never send complete payment-card or bank credentials through a general contact form or ordinary email.

A linked or embedded service may be operated under separate terms and privacy practices. We do not control an independent service's content, availability, security, or conduct, and a link does not by itself constitute endorsement. This limitation does not eliminate responsibility that applicable law imposes on us for our own conduct.

12. Intellectual Property and Trademarks

The Website and its original text, design, graphics, photographs, video, audio, software, code, interfaces, selection, arrangement, and other content are owned by or licensed to us and are protected by intellectual-property law. MAKE A SMILE, related names, logos, service names, trade dress, and domain names are protected brand identifiers of their respective owners.

Except for the limited permission in Section 3, you may not copy, modify, distribute, publish, display, perform, license, sell, create derivative works from, commercially exploit, remove notices from, or use Website content or trademarks without prior written permission. No failure to display a copyright or trademark notice waives any right.

13. Privacy and Patient Information

Our Website Privacy Policy explains how information collected through the public Website is handled. Information maintained by a dental practice as part of a patient record may also be governed by the applicable Notice of Privacy Practices and health-information law.

These Terms are not a HIPAA or California medical-information authorization, consent to treatment, consent to recording, marketing consent, or waiver of a privacy right. Do not submit highly sensitive medical, dental, financial, identity, or account information through a general public form unless the form specifically requests it for an identified purpose.

14. Accessibility

We seek to provide meaningful access to the public Website. A person who has difficulty accessing Website content or completing a public Website function may request assistance, an alternative method of access, or a reasonable accommodation by contacting info@makeasmile.com or (916)

984-0304. Please identify the page or function involved and the assistance requested. Requests will be addressed in accordance with applicable law.

15. Website Availability, Accuracy, and Security

We may add, remove, correct, update, restrict, suspend, or discontinue Website content or functions at any time. The Website may be unavailable because of maintenance, failures, security events, network conditions, vendor issues, or circumstances beyond reasonable control. We do not guarantee continuous availability, a particular response time, or that every feature will work on every device or browser.

Website content may contain errors, omissions, or information that becomes outdated. Verify material provider, location, service, appointment, insurance, fee, and treatment information directly with the applicable office before relying on it. No method of transmission, storage, or security is completely reliable, and we do not guarantee that the Website or communications will be free from unauthorized access, malware, interception, loss, or other security events.

16. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PUBLIC WEBSITE AND ITS CONTENT AND FUNCTIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. Your use of the Website is at your own risk.

This disclaimer concerns the public Website only. It does not disclaim or reduce any professional duty, standard of care, warranty, remedy, or responsibility that cannot lawfully be disclaimed.

17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND THE PERSONS AND SERVICE PROVIDERS ACTING FOR US IN OPERATING THE PUBLIC WEBSITE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF DATA, REVENUE, PROFITS, BUSINESS, OPPORTUNITY, OR GOODWILL, ARISING SOLELY FROM USE OF OR INABILITY TO USE THE PUBLIC WEBSITE, EVEN IF ADVISED THAT SUCH DAMAGES MAY OCCUR.

To the fullest extent permitted by law, the total aggregate liability of us and those persons and service providers for claims arising solely from the public Website will not exceed the greater of one hundred dollars (\$100) or the total amounts you paid to us through public Website payment functions in the twelve (12) months before the event giving rise to the claim. This limitation does not apply to dental treatment or professional services, professional negligence or malpractice, personal injury, fraud, willful misconduct, gross negligence, violation of law, breach of a nonwaivable privacy or security duty, or any liability or remedy that applicable law does not permit the parties to exclude or limit.

18. Indemnification, Suspension, and Enforcement

To the extent permitted by law, you will defend, indemnify, and hold us and the persons acting for us harmless from third-party claims, losses, liabilities, damages, judgments, and reasonable costs arising from your intentional or unlawful misuse of the Website, unauthorized access, impersonation, malicious code, infringement, or material breach of these Terms. This obligation applies only to the

extent caused by your conduct and does not require indemnification for our own fraud, willful misconduct, violation of law, or other responsibility that cannot lawfully be shifted to you. It does not restrict lawful complaints, reports to authorities, legal claims, or exercise of nonwaivable rights.

We may block, restrict, or suspend Website access when reasonably necessary to protect users, systems, information, rights, or operations; investigate suspected misuse; comply with law; or enforce these Terms. Blocking public Website access does not by itself terminate a provider-patient relationship or eliminate lawful patient-record rights.

19. Governing Law, Venue, and Dispute Terms

These Terms are governed by California law, without regard to conflict-of-law rules, except to the extent federal law or another jurisdiction's mandatory nonwaivable law applies. Subject to those mandatory rights and any applicable small-claims jurisdiction, a dispute arising solely from the public Website may be brought in the state or federal courts located in Sacramento County, California, and the parties consent to those courts to the extent enforceable.

These Terms do not contain a dental-malpractice arbitration agreement, a mandatory arbitration agreement, a jury-trial waiver, or a class-action waiver. Nothing prevents a person from contacting a regulator, licensing board, law-enforcement agency, attorney, or other authority or from exercising a right that cannot lawfully be waived.

20. Changes to These Terms

We may revise these Terms prospectively to reflect changes in law, Website functions, security, or operations. The revised Terms will display a new Last Updated date. When legally required, we will provide additional notice or obtain affirmative acceptance before a material change applies. A revision will not retroactively eliminate an accrued nonwaivable right or impose a materially different obligation without legally sufficient notice and assent.

21. Miscellaneous

If a provision is held invalid or unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions will remain in effect. A failure to enforce a provision is not a waiver. You may not assign your rights or obligations under these Terms without written permission. We may assign these Terms in connection with a lawful reorganization, transfer, or succession of the Website or related operations. Provisions that by their nature should continue after Website use ends — including the healthcare disclaimers, intellectual-property provisions, warranty disclaimer, limitation of liability, indemnification, and governing-law provisions — survive.

These Terms, together with the Website Privacy Policy, constitute the entire agreement concerning the public Website. They do not create an agency, partnership, joint venture, employment relationship, or third-party beneficiary right. Headings are for convenience. If these Terms conflict with applicable law, a valid court order, a patient-specific authorization or consent, an applicable Notice of Privacy Practices, or a more specific signed patient agreement, the higher or more specific authority controls for the matter it governs.

22. Contact Information

Questions about the public Website, these Terms, accessibility assistance, or suspected Website misuse may be directed to:

Make a Smile Dental
2190 East Bidwell Street
Folsom, California 95630
Email: info@makeasmile.com
Telephone: (916) 984-0304
Website: makeasmile.com

Do not send urgent medical or dental information, passwords, complete payment-card information, or other highly sensitive information through ordinary email. For an emergency, call 911 or obtain local emergency care.

California Consumer Notice (California Civil Code § 1789.3). Complaints or questions about the public Website may be directed to Make a Smile using the contact information above. There is no charge to browse the public Website; any charge for a payment made through a Website payment function is disclosed through the applicable payment process. California residents may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.