

ULTRA ORAL CARE Terms of Use

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS OF USE**”) CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR ANY OTHER WEBSITES OF ULTRA ORAL CARE, INC. AND ITS AFFILIATES (“**ULTRA ORAL CARE**”, “**WE**”, “**OUR**”, “**emmi-dent oral waver**”, “**emmi-pet pet waver**”) WITH LINKS TO THIS AGREEMENT (COLLECTIVELY, THE “**SITE**”) IN ANY WAY, INCLUDING BUYING ANY PRODUCTS WE SELL ON THE SITE (“**PRODUCTS**”), PARTICIPATING IN THE DENTAL PROFESSIONAL PROMOTIONAL PROGRAM, OR ACCESSING OR USING ANY OTHER SERVICES PROVIDED BY ULTRA ORAL CARE (“**SERVICES**”) AND/OR MERELY BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH ULTRA ORAL CARE, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ULTRA ORAL CARE YOU HAVE NAMED AS THE USER, AND TO BIND THAT ULTRA ORAL CARE TO THESE TERMS. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE SITE. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES.**

THE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

IF YOU SUBSCRIBE TO ANY PRODUCTS OR SERVICES FOR A SPECIFIED TERM (THE "INITIAL TERM"), THEN THE TERMS WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THREE MONTHS AT ULTRA ORAL CARE'S THEN-CURRENT FEE FOR SUCH PRODUCTS OR SERVICES UNLESS YOU OPT OUT OF THE AUTO-RENEWAL OR DECLINE TO RENEW YOUR SUBSCRIPTION IN ACCORDANCE WITH THE TERMS OF SECTION 4 BELOW.

Your use of, and participation in, certain Services, such as ULTRA ORAL CARE's Promotional Program, may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in these Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. ULTRA ORAL CARE's Promotional Program Supplemental Terms are available at https://www.emmident-ultrasound.com/uploads/privacy/UOC_Privacy_Policy_Terms_Promotion_Agreement_version_9-12-19.pdf. If these Terms of Use are inconsistent with such Supplemental Terms, the Supplemental Terms shall control with respect to such Service. These Terms of Use and any applicable Supplemental Terms are referred to herein as the “**Agreement.**”

We know that your privacy is important. For this reason, we have created a privacy policy, available at https://www.emmident-ultrasound.com/uploads/privacy/UOC_Privacy_Policy_Terms_Promotion_Agreement_version_9-12-19.pdf that describes our collection, use and disclosure practices regarding any personal information that you provide to us. By clicking “**SIGN UP**” on the website sign-up section, you agree to ULTRA ORAL CARE's use of your personal information in accordance with the privacy policy and this Agreement, including the text messaging provisions set forth herein.

Please note that this Agreement is subject to change by ULTRA ORAL CARE in its sole discretion at any time. When changes are made, ULTRA ORAL CARE will make a new copy of the Agreement available at the Site and any new Supplemental Terms will be made available from within, or through, the affected Service on the Site. We will also update the “**Last Updated**” date at the top of these Terms of Use. ULTRA ORAL CARE may require you to provide consent to the updated Agreement in a specified manner before further use of the Site or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Services. Otherwise, your continued use of the Site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

- **USERS.** You may simply browse the Site, or you may register with ULTRA ORAL CARE and create an “**Account**” as a “**subscriber**” or as a “**dental professional**”. You must register for an Account to order Products or participate in the ULTRA ORAL CARE Promotional Program. You must, however, only provide us with true, accurate, current and complete information for your Account and/or Orders (defined below). If we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Site or Services (or any portion thereof).
- **ACCOUNTS.** If you set up an Account, you are required to provide your name and email address and select a password (collectively, your “**Account Information**”), which you may not transfer to or share with any third parties. If someone accesses our Site or Services using your Account Information, we will rely on that Account

Information and will assume that it is really you or your representative who is accessing the Site and Services. You are solely responsible for any and all use of your Account Information and all Orders and activities that occur under or in connection with the Account. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Site and your Account, including without limitation terminating your Account, changing your password, or requesting additional information to authorize transactions on your Account. You agree to be responsible for any act or omission of any users that access the Site or Services under your Account Information that, if undertaken by you, would be deemed a violation of this Agreement. In no event and under no circumstances will ULTRA ORAL CARE be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of ULTRA ORAL CARE under this provision, (ii) any compromise of the confidentiality of your Account or password, and (iii) any unauthorized access to your Account or use of your password. You may not use anyone else's Account at any time, without the permission of the Account holder. Please notify us immediately if you become aware that your Account Information is being used without authorization. You agree not to register for more than one Account, register for an Account on behalf of an individual other than yourself without such individual's authorization, or register for an Account on behalf of any group or entity

- **ORDERS.** This Agreement shall govern any order you make through the Site for Products (such order, an **"Order"**). ULTRA ORAL CARE only ships currently to addresses in the United States and Canada. When you place an Order, we will confirm your address by sending an email to the email address you have provided and/or calling you to verify your Order. Your placement of an Order through our Site is an offer to purchase the Product(s) ordered and we may accept your Order by processing your payment and shipping the Product(s). 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. For any reason, we may decline to accept your Order or any part of your Order. No Order will be considered accepted by ULTRA ORAL CARE until the Product(s) has been shipped. If some of Products in your Order are temporarily out of stock, we will ship the available Products only and notify you of any Products that cannot be fulfilled. If we decline to accept your Order, we will attempt to notify you at the email address you provided. We further reserve the right any time after receipt of your Order, without prior notice to you, to supply less than the quantity you ordered of any item. Your Order will be deemed accepted by ULTRA ORAL CARE upon our delivery of the Products that you have ordered. We may require additional verifications or information before accepting any Order.
 - All Products shall be deemed accepted by you upon shipment, and title to, and risk of loss of, the Products passes to you when ULTRA ORAL CARE provides the Product(s) to a common carrier. Any estimated shipping date provided by ULTRA ORAL CARE is based on Product availability and payment processing time, and does not include transit time.
 - In the event you purchase Products from our Site, ULTRA ORAL CARE will provide a limited one-year warranty on such Products as described in the documentation that is included with the Products that you purchase.
 - You acknowledge and agree that the Products may continue to evolve or develop and may be different than as described when shipped (or not shipped at all).
- **SUBSCRIPTIONS AND AUTO-RENEWAL.** Certain Products can be offered on a subscription basis. You / a Patient can become a subscriber by purchasing a subscription to the quarterly service from the Site, subject to a fee (**"Subscription Fee"**). Your subscription, as a subscriber, will continue indefinitely until terminated in accordance with this Agreement. As a subscriber, after your first quarter (i.e., three months from the date of first purchase), and again after any subsequent quarter your subscription will automatically commence on the first day of each quarter (each a **"Renewal Commencement Date"**) and continue for an additional quarter, at ULTRA ORAL CARE's then-current price for such subscription. You, as a subscriber, agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least (a) one (1) day prior to the Renewal Commencement Date (or in the event that you receive a notice from ULTRA ORAL CARE that your subscription will be automatically renewed, you will have thirty days from the date of the ULTRA ORAL CARE notice), by logging into and going to the **"Change/Cancel Membership"** page of your **"Account Settings"** page. If you do not wish your Account to renew automatically, or if you want to change or terminate your subscription, please contact ULTRA ORAL CARE at sales@emmident-ultrasound.com or log in and go to the **"Change/Cancel Membership"** page on your **"Account Settings"** page. If you cancel your subscription, you may use your subscription until the end of your then-current quarter; your subscription will not be renewed after the then-

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- **PAYMENT.** To pay for an Order, you will need to provide ULTRA ORAL CARE with the information necessary to process an Order from you, including your shipping address and the billing information requested on the Site to pay for such Order. You may pay for your Order via credit card or any other manner then available on the Site. By submitting your payment information to us, you authorize us to charge the applicable payment method at our convenience but within thirty (30) days of credit card authorization. You represent that you will not use any credit card or other form of payment unless you have all necessary authorization to do so. We assume that because Orders require a valid credit card, only persons age 18 or over are placing Orders, and providing us with the information requested during the Order process. We shall not be liable in the event your children or others acting with or without your permission use your credit card or other means of payment to make purchases on the Site (and to the extent your minor children make any such purchases, you hereby represent and warrant that they are authorized to do so); however you may report any unauthorized use to us, and we will use reasonable measures within our control to help prevent future unauthorized use of your card.
- **PRICING AND PRODUCTS.** We make efforts to display our Products and their colors as accurately as possible. Having said that, the displayed colors of the Products will depend upon your monitor and we cannot guarantee that your monitor will accurately portray the actual colors of the Products. Products displayed may be out-of-stock or discontinued, and prices are subject to change. We cannot confirm the price of an item until you place an Order. Despite our best efforts, a small number of the items on our Site may be mispriced. We are not responsible for typographical errors regarding price or any other matter. Unless otherwise noted on the Site at the time of your Order, all prices exclude shipping and handling or sales taxes, if applicable, which will be added to your total purchase price. You shall use the Product only for personal purposes and not for resale. You shall not reverse engineer any Product or use the Product to create a competitive product.
- **PROMOTIONAL OFFERS.** We may run promotional offers from time to time on the Site. The terms of any such promotion will be posted on the Site. Unless otherwise indicated, we may establish and modify, in our sole discretion, the terms of such offer and end such offer at any point.
- **OWNERSHIP.** You understand and acknowledge that the software, code, proprietary methods and systems used to provide the Site and/or Services, including the Products ("**Our Technology**") are: (i) copyrighted by us and/or our licensors under United States and international copyright laws; (ii) subject to other intellectual property and proprietary rights and laws; and (iii) owned by us or our licensors. Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in this Agreement grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Site according to this Agreement. Furthermore, nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on Products, the Site or in the Services constitute trademarks, tradenames, service marks or logos ("**Marks**") of ULTRA ORAL CARE or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Any use of third party software provided in connection with the Site or Services will be governed by such third parties' licenses and not by this Agreement. Subject to this Agreement, ULTRA ORAL CARE grants you a limited license to use the Site and Services for your personal or non-commercial purposes. Unless otherwise specified by ULTRA ORAL CARE in a separate license, your right to use such materials that you access or download through the Site or the Services is subject to the Agreement. As a part of the Site and/or Services, you may have access to materials that are hosted by another party. You agree that it is impossible for ULTRA ORAL CARE to monitor such materials and that you access these materials at your own risk.

- **RULES REGARDING INFORMATION AND OTHER CONTENT.** When you access the Site and/or Services, you obtain access to various kinds of images, video, audio, data, and other information and materials, all of which we call "**Content.**" You agree not to revise Content posted by others, and you represent and warrant that you will not use any Content in any manner that:
 - Infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others;
 - Violates the privacy, publicity, or other rights of third parties or any other law, statute, ordinance or regulation;
 - Is false or inaccurate or becomes false or inaccurate at any time;
 - Is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as determined by us in our sole discretion;
 - Discloses or provides information protected under any law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others;
 - Misrepresents your identity in any way;
 - Contains any viruses, Trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
 - Advocates or encourages any illegal activity; or
 - Has the potential to create liability for us or cause us to violate the requirements of or to lose the services, in whole or in part, of our Internet service providers or other suppliers.

Though we strive to enforce these rules with all of our users, you may be exposed through the Site or Services to Content that violates our policies or is otherwise offensive. You access the Site and Services at your own risk. We may, but are not obligated to, remove Content from the Site for any reason, including if we determine or suspect that such Content violates this Agreement. We are merely acting as a passive conduit for such distribution and we take no responsibility for your exposure to Content on the Site or through the Services whether it violates our content policies or not.

- **GENERAL RULES OF USER CONDUCT.** It is our goal to make access to our Site and Services a good experience for all of our users. You agree not to, and represent and warrant that you will not use, reproduce, duplicate, copy, sell, resell or exploit any portion of the Site or Services, your use of the Site or Services, or access to the Site or Services for any purposes other than for which the Site or Services are being provided to you, or do any of the following:
 - Conduct or promote any illegal activities while using the Site or Services;
 - Upload, distribute or print anything that may be harmful to minors;
 - Attempt to reverse engineer or jeopardize the correct functioning of the Site, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;
 - Attempt to gain access to secured portions of the Site or Services to which you do not possess access rights;
 - Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
 - Use the Site or Services to generate unsolicited email advertisements or spam;
 - Use the Site or Services to stalk, harass or harm another individual;
 - Use any high volume automatic, electronic or manual process to access, search or harvest information from the Site or Services (including without limitation robots, spiders or scripts);
 - Interfere in any way with the proper functioning of the Site and Services or interfere with or disrupt any servers or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services;
 - Use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the Site or the Content contained on any such web page for commercial use without our prior express written permission;
 - Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or

- Mirror or frame the Site or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages.
 - Resell the Products online or through any other medium
- **SMS MESSAGING.** By clicking the “SIGN UP” button and/or otherwise proceeding with your registration, you are opting into our SMS messaging service. We may send you an SMS message to confirm your sign up. You can cancel the SMS service at any time. Just text “STOP” to reply to our messages. After you send the SMS message “STOP” to us, we will send you an SMS to confirm that you have been unsubscribed. After this you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again. If at any time you forget what keywords are supported, just text “HELP” to us. After you send the SMS message “HELP” to us, we will respond with instructions on how to use our service as well as how to unsubscribe. As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency depends on the user’s interaction. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. If you have any questions regarding privacy, please read our privacy policy and/or email us at sales@emmident-ultrasound.com.
- **FEEDBACK.** In the event that you provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to Products, the Site or the Services (collectively “**Feedback**”), you agree we may use the Feedback to modify our Products, Site and Services and that you will not be due any compensation, including any royalty related to the product or service that incorporates your Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback on the Site or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise.
- **MODIFICATIONS TO THE SITE OR SERVICES.** We reserve the right to modify or discontinue the Site or Services, including the Products, with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Site and/or Services. You may need to update third-party software from time to time in order to use the Site and/or Services. If you object to any such changes, your sole recourse will be to cease access to the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Site or Services as so modified. You agree that we, in our sole discretion, may immediately terminate your access to the Site and Services at any time, for any reason, in our sole discretion. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES.
- **THIRD PARTY CONTENT AND OTHER WEBSITES.** Content from other users, suppliers, advertisers, and other third parties may be made available to you through the Site and/or the Services. Because we do not control such content, you agree that we are not responsible for any such content. We do not make any guarantees about the accuracy, currency, suitability, or quality of the information in such content, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other users, advertisers, and other third parties or violation of any third party rights related to such content. The Site and Services may contain links to websites not operated by us. We are not responsible for the content, products, materials, or practices (including privacy practices) of such websites. You understand that by using the Site and/or Services you may be exposed to third-party websites that you find offensive, indecent or otherwise objectionable. We make no warranty, representation, endorsement, or guarantee regarding, and accept no responsibility for, the quality, content, nature or reliability of third party websites, products or services accessible by hyperlink or otherwise from the Site or Services. We provide these links for your convenience only and we do not control such websites. Our inclusion of links to such websites does not imply any endorsement of the materials on such third party websites or any association with their operators. The Site and Services may contain links to websites that are operated by us but which operate under different Agreement. It is your responsibility to review the privacy policies and Agreement of any other website you visit. YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE TO YOU IN CONNECTION WITH ANY WEBSITES, CONTENT, PRODUCTS, MATERIALS, OR PRACTICES OF ANY THIRD PARTY.
- **DISCLAIMER OF WARRANTIES.** THIS SITE AND ALL CONTENT, PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY ULTRA ORAL CARE "WITH ALL FAULTS" AND ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. ULTRA

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We make no warranty that the Products, Site or Services will meet your requirements, or that the Site and/or Services will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Products, Site or Services, or that defects in the Site or Services will be corrected. You understand and agree that you will be solely responsible for any damage to your computer or loss of data that results from the download of any material and/or use of any Product. No advice or information, whether oral or written, obtained by you from us through the Site, Services, or otherwise will create any warranty, representation or guarantee not expressly stated in this Agreement.

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

- **emmi[®]- dent One Year Limited Warranty**

ULTRA ORAL CARE Inc. commits to the original retail purchaser that we will replace your emmi[®]- dent Device and/or components within one year from the date of purchase, for any manufacturing defect.

If the product you have shipped back is a model no longer being made and is unavailable at that time, we will happily replace the product with the most recent model.

To process a return, please call 1-833-682-8902 or contact us at sales@emmident-ultrasound.com. We will provide you with a valid Return Authorization Number, which must be accompanied with your return together with a valid itemized receipt for the returned goods. To ship back your Device from within the United States, for your convenience, we will provide you with a UPS prepaid postage label mailed directly to you for the return of your product. If you choose to return your Device or components and not use the UPS label we provide, we will not be responsible for the product being lost or damaged.

Our emmi[®]- dent Limited Warranty does not cover any of the following

- Defects, damage or other conditions caused, in whole or in part, by misuse, abuse, neglect, negligence, alteration, accident, freight damage, improper repair, improper maintenance, improper, abnormal or excessive use and/or failure to obtain a replacement in a timely manner, as prescribed by ULTRA ORAL CARE Inc.
- Defects or damages that are a result of an act of nature (such as a flood or earthquake) or acts of war or terrorism.
- Damage resulting from improper use of parts or accessories that are not compatible with the emmi[®]- dent Device and/or components, including but not limited to the breakage or fracture of the emmi[®]- dent Device and/or components by any reason other than by manufacturing defect.
- Ordinary wear and tear on emmi[®]- dent Device and/or components.
- Defects or damages as a result of any modification of emmi[®]- dent Device and/or components.
- Cosmetic damage, including scratches or dents.
- Accessories or parts that are not those of emmi[®]- dent Science.
- Products purchased, new or used, from unauthorized distributors or through unauthorized distribution channels.

- Damage resulting from use of emmi®- dent Device with a voltage source, other than the voltage source supplied with the emmi®- dent Device.
- ULTRA ORAL CARE's only obligation under this warranty is the replacement of defective material that comprises the emmi®- dent Device. ULTRA ORAL CARE shall not be liable and hereby disclaims any direct, special, indirect, incidental, exemplary or consequential damages or delays or losses under any other legal theory, including but not limited to, loss of use, loss of revenue, or loss of profits.
- ULTRA ORAL CARE's will not be liable for any damage to teeth, gum, and health from the use of this product.

Warranty Disclaimer

This warranty is ULTRA ORAL CARE's only warranty and is in lieu of all other warranties, express or implied. ULTRA ORAL CARE makes no implied warranties of any kind, including any implied warranties or merchantability or fitness for a particular purpose.

- **LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO SELL THE PRODUCTS AND PROVIDE ACCESS TO THE SITE AND SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTY MERCHANTS OR FOR ANY INFORMATION APPEARING ON THIRD PARTY MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED, IN AGGREGATE, TO THE GREATER OF (I) THE TOTAL AMOUNT OF THE ORDER GIVING RISE TO OUR LIABILITY AND (II) TEN DOLLARS (U.S. \$10.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL WE OR OUR LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES. Some states do not allow exclusion of implied warranties, so these exclusions may not apply in individual cases. You may have additional rights that vary from state to state. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such applicable law.

- **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless ULTRA ORAL CARE, our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents (“**ULTRA ORAL CARE Parties**”), from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys’ fees and court costs) that such parties may incur as a result of or arising from: (i) your use of the Products, Site or Services (except to the extent prohibited by law); (ii) your violation of this Agreement; (iii) your violation of any rights of any other person or entity; or (iv) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by you into the Site or Services. ULTRA ORAL CARE reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Agreement or your access to the Site and/or Services.
- **ELECTRONIC COMMUNICATIONS.** We can only give you the benefits of our service by conducting business through the Internet, and therefore we need you to consent to our giving you Communications electronically. This Section informs you of your rights when receiving Communications from us electronically. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications (“**Communications**”) that we provide to you electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us. The foregoing does not affect your non-waivable rights. You may also receive a copy of this Agreement by accessing this Site. You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward, you must stop using the Site and Services. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. Please keep us informed of any changes in your email or mailing address so that you continue to receive all Communications without interruption.
- **INTERNATIONAL USERS.** This Site can be accessed from countries around the world and may contain references to services and Products that are not available in your country. These references do not imply that ULTRA ORAL CARE intends to announce such services or Products in your country. The Site and Services are controlled and offered by ULTRA ORAL CARE from its facilities in the United States of America. ULTRA ORAL CARE makes no representations that the Site or the Products are available for use in other locations. Those who access or use the Site or the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.
- **GENERAL.**
 - **Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without ULTRA ORAL CARE’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
 - **Dispute Resolution.** If you believe that ULTRA ORAL CARE has not adhered to this Agreement, please contact ULTRA ORAL CARE by emailing us at sales@emmident-ultrasound.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.
 - **Limitations Period.** YOU AND ULTRA ORAL CARE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE PRODUCTS, THE SITE OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
 - **Arbitration Agreement; Class Waiver; Waiver of Trial by Jury.** *Please read this Section (“Arbitration Agreement”) carefully. It is part of your contract with ULTRA ORAL CARE and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*
 - **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Site, Services, Products, or to any aspect of your relationship with ULTRA ORAL CARE, will be resolved by binding arbitration, rather than in court, except that (1)

you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or ULTRA ORAL CARE may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of this Agreement (i.e., the date upon which you agreed to this Agreement) or any prior version of this Agreement.

- **IF YOU AGREE TO ARBITRATION WITH ULTRA ORAL CARE, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST ULTRA ORAL CARE ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE ULTRA ORAL CARE IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.**
- **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, ULTRA ORAL CARE will pay them for you. In addition, ULTRA ORAL CARE will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, ULTRA ORAL CARE will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- **Authority of Arbitrator.** The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and ULTRA ORAL CARE. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

- **Waiver of Jury Trial.** YOU AND ULTRA ORAL CARE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ULTRA ORAL CARE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 20.d.i above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
 - **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in federal or state courts located in Los Angeles, California.
 - **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, or sales@emmident-ultrasound.com, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your ULTRA ORAL CARE username (if any), the email address you used to set up your ULTRA ORAL CARE account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
 - **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
 - **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with ULTRA ORAL CARE.
 - **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if ULTRA ORAL CARE makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to ULTRA ORAL CARE.
- **Governing Law.** These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Texas.
 - **Export Control.** You may not use, export, import, or transfer any Products or ULTRA ORAL CARE materials except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Products or ULTRA ORAL CARE materials, and any other applicable laws. In particular, but without limitation, the Products or ULTRA ORAL CARE materials may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Products or ULTRA ORAL CARE materials, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Products or ULTRA ORAL CARE materials for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by ULTRA ORAL CARE are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer ULTRA ORAL CARE products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

- **Release.** You hereby release the ULTRA ORAL CARE Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Site, our Products and/or Services, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of the Site and/or Services. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."
- **Force Majeure.** ULTRA ORAL CARE shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- **Compliance.** If you believe that ULTRA ORAL CARE has not adhered to the Agreement, please contact ULTRA ORAL CARE by emailing us at sales@emmident-ultrasound.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.
- **Notice.** Where ULTRA ORAL CARE requires that you provide an e-mail address, you are responsible for providing ULTRA ORAL CARE with your most current e-mail address. In the event that the last e-mail address you provided to ULTRA ORAL CARE is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, ULTRA ORAL CARE's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to ULTRA ORAL CARE at the following address: ULTRA ORAL CARE, Inc, c/o Vcorp Services, LLC, 1013 Centre Road, Suite 403-B, Wilmington, DE 19805 or sales@emmident-ultrasound.com. Such notice shall be deemed given when received by ULTRA ORAL CARE by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
- **Waiver.** Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- **Severability.** If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- **Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

All of us at emmi®- dent are committed to making your emmi®- dent experience as positive as it can be. Simply contact us anytime at 1-833-682-8902, or sales@emmident-ultrasound.com and we will be happy to assist you. Visit www.emmident-ultrasound.com for news and updates on emmi®- dent.

Last updated: [September 12, 2019]

ULTRA ORAL CARE, INC. Privacy Policy

Last Revised: 09-12-2019

ULTRA ORAL CARE, Inc. ("ULTRA ORAL CARE") is committed to protecting your privacy. We have prepared this Privacy Policy to describe to you our practices regarding the Personal Data (as defined below) we collect from users of our website located at www.emmident-ultrasound.com (the "Site") and online services ("Services").

- **Questions; Contacting ULTRA ORAL CARE; Reporting Violations.** If you have any questions or concerns or complaints about our Privacy Policy or our data collection or processing practices, or if you want to report any security violations to us, please contact us at the following:

Ultra Oral Care Inc.

Attn. Privacy Compliance Officer
1311 Rayford Park RD - Unit D
Spring, Texas, 77386
sales@emmident-ultrasound.com

- **User Consent.** By submitting Personal Data through our Site or Services, you agree to the terms of this Privacy Policy and you expressly consent to the collection, use and disclosure of your Personal Data in accordance with this Privacy Policy.
- **About Children.** We do not intentionally gather Personal Data from visitors who are under the age of 13. If a child under 13 submits Personal Data to ULTRA ORAL CARE and we learn that the Personal Data is the information of a child under 13, we will attempt to delete the information as soon as possible. If you believe that we might have any Personal Data from a child under 13, please contact us at sales@emmident-ultrasound.com.
- **Users Outside of the United States.** If you are a non U.S. user of the Site, by visiting the Site and providing us with data, you acknowledge and agree that your Personal Data may be processed for the purposes identified in the Privacy Policy. In addition, your Personal Data may be processed in the country in which it was collected and in other countries, including the United States, where laws regarding processing of Personal Data may be less stringent than the laws in your country. By providing your data, you consent to such processing and transfer.
- **Types of Data We Collect.** “Personal Data” means data that allows someone to identify or contact you, including, for example, your name, address, telephone number, e-mail address, as well as any other non-public information about you that is associated with or linked to any of the foregoing data. “Anonymous Data” means data that is not associated with or linked to your Personal Data; Anonymous Data does not, by itself, permit the identification of individual persons. We collect Personal Data and Anonymous Data, as described below.
 - **Information You Provide to Us.**
 - If you create an account by registering directly with us, we will request your name, e-mail, and password.
 - When you order products or begin a subscription, we will collect information necessary to process your order such as your shipping and billing information and payment information.
 - If you provide us feedback or contact us via e-mail, we will collect your name and e-mail address, as well as any other content included in the e-mail, in order to send you a reply.
 - When you post content on our Services such as a review, the information contained in your posting will be stored in our servers and other users will be able to see it, along with your first name and last initial. The information that you provide will be visible to others, including anonymous visitors to the Site.
 - We may also collect Personal Data at other points in our Site and Services that state that Personal Data is being collected.
 - **Information You Provide to Facebook, Google, and other Social Networking Sites.** The Services allow users to register for an account and login through social networking sites such as Facebook and Google (each an “SNS”). By registering or logging in through a SNS, you are allowing the Services to access your information and you are agreeing to the SNS’s Terms of Use and Privacy Policy in your use of such services. We may receive information from the SNS to make it easier for you to create an account with us. Any information that we collect from your SNS account may depend on the privacy settings you have with that SNS, so please consult the SNS’s privacy and data practices
 - **Short Message Services and WAP.** We may make available services through which you can receive messages on your phone or wireless device. We may also make available content via WAP and mobile services. If you subscribe to one of our SMS services or an SMS service of one of our partners, you thereby agree to receive services and messages at the address you provide for such purposes. We will use the information we obtain in connection with these services in accordance with this Privacy Policy. Your wireless carrier and other service providers may also collect data about your wireless device usage, and their practices are governed by their own policies. **By signing up for any SMS service, you consent to receiving messages as described above. You understand that your wireless carrier’s standard rates apply to these messages. You represent that you are the owner or authorized user of the wireless device on which messages will be received and that you are authorized to approve the applicable charges.**

- **Information Collected via Technology.**
 - Information Collected by Our Servers. To make our Site and Services more useful to you, our servers (which may be hosted by a third party service provider) collect information from you, including your browser type, operating system, Internet Protocol (“IP”) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit.
 - Log Files. As is true of most websites, we gather certain information automatically and store it in log files. This information includes IP addresses, browser type, Internet service provider (“ISP”), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information to analyze trends, administer the Site, track users’ movements around the Site, gather demographic information about our user base as a whole, and better tailor our Services to our users’ needs. For example, some of the information may be collected so that when you visit the Site or the Services again, it will recognize you and the information could then be used to serve advertisements and other information appropriate to your interests. Except as noted in this Privacy Policy, we do not link this automatically-collected data to Personal Data.
 - Cookies. Like many online services, we use cookies to collect information. “Cookies” are small pieces of information that a website sends to your computer’s hard drive while you are viewing the website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Site. This type of information is collected to make the Site more useful to you and to tailor the experience with us to meet your special interests and needs.
 - Pixel Tags. In addition, we use “Pixel Tags” (also referred to as clear Gifs, Web beacons, or Web bugs). Pixel Tags are tiny graphic images with a unique identifier, similar in function to Cookies, that are used to track online movements of Web users. In contrast to Cookies, which are stored on a user’s computer hard drive, Pixel Tags are embedded invisibly in Web pages. Pixel Tags also allow us to send e-mail messages in a format users can read, and they tell us whether e-mails have been opened to ensure that we are sending only messages that are of interest to our users. We may use this information to reduce or eliminate messages sent to a user. We do not tie the information gathered by Pixel Tags to our users’ Personal Data.
 - Do Not Track Signals. We do not currently respond to “do not track” signals from web browsers.
 - Flash LSOs. When we post videos, third parties may use local shared objects, known as “Flash Cookies,” to store your preferences for volume control or to personalize certain video features. Flash Cookies are different from browser Cookies because of the amount and type of data and how the data is stored. Cookie management tools provided by your browser will not remove Flash Cookies. To learn how to manage privacy and storage settings for Flash Cookies, click here: http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html.
 - Analytics Services. We use third party analytics services (“Analytics Services”), to help analyze how users use our Site. The information generated by the Cookies or other technologies about your use of our Site (the “Analytics Information”) is transmitted to the Analytics Services. The Analytics Services use Analytics Information to compile reports on user activity. The Analytics Services may also transfer the Analytics Information to third parties where required to do so by law, or where such third parties process Analytics Information on their behalf. Each Analytics Service’s ability to use and share Analytics Information is restricted by such Analytics Service’s Terms of Use and Privacy Policy. By using our Site, you consent to the processing of data about you by Analytics Services in the manner and for the purposes set out above. For a full list of Analytics Services, please contact us at sales@emmident-ultrasound.com.
- **Information Collected from You About Others.** If you decide to invite a third party to create an account and/or purchase our products, we will collect your and the third party’s contact information in order to send a message to the third party and follow up with the third party. We rely upon you to obtain whatever consents from the third party that may be required by law to allow us to collect such information and contact the third party as described in the foregoing sentence. You or the third party

may contact us at sales@emmident-ultrasound.com to request the removal of this information from our database.

- **Information Collected from Third Party Companies.** We may receive Personal and/or Anonymous Data about you from certain third parties, such as our partners, affiliates, and service providers. We may add this information to the information we have already collected from you via our Site in order to provide and improve our Services.

- **Use of Your Personal Data**

- **General Use.** In general, Personal Data you submit to us is used either to respond to requests that you make, or to aid us in serving you better and providing you with a great user experience through our Services. We use your Personal Data in the following ways:
 - facilitate the creation of and secure your account on our network;
 - provide improved administration of our Site and Services;
 - provide the Services you request;
 - provide you with Services and other opportunities which we think may be of interest to you;
 - improve the quality of experience when you interact with our Site and Services;
 - send you a welcome e-mail to verify ownership of the e-mail address provided when your account was created;
 - send you administrative e-mail notifications, such as order confirmations, order status updates, security, or support and maintenance advisories;
 - send newsletters, surveys, offers, and other promotional materials related to our Services and for other marketing purposes of ULTRA ORAL CARE; and
 - in any other manner stated on our Site or Services.
- **Creation of Anonymous Data.** We may create Anonymous Data records from Personal Data by excluding information (such as your name) that makes the data personally identifiable to you. We use this Anonymous Data to analyze request and usage patterns so that we may enhance our Services and improve Site navigation. We reserve the right to use Anonymous Data for any purpose and disclose Anonymous Data to third parties in our sole discretion.

- **Disclosure of Your Personal Data.** We disclose your Personal Data as described below and as described elsewhere in this Privacy Policy.

- **Users.** If you post comments on our Site, you will be identified by your first name and last initial. Please note that any Personal Data you include on a public area of the Site will be publicly viewable. Once displayed publicly, that information can be collected and used by others. We cannot control who reads your postings or what other users may do with the information that you voluntarily post, so it is very important that you do not put data such as private contact information which you do not want to make available to the public in your posts. Once you have posted information publicly, while you will still be able to edit and delete it on the Site, you will not be able to edit or delete such information cached, collected, and stored elsewhere by others (e.g., search engines).
- **Partners.** We may share your e-mail with partners with whom we have entered into agreements for their direct marketing purposes. If you decide you would like to opt-out from these e-mails, you will need to follow the unsubscribe instructions at the bottom of the applicable partner e-mail communications and/or contact the applicable partner(s) to unsubscribe from future communications. BECAUSE WE DO NOT CONTROL THE PRIVACY PRACTICES OF THESE THIRD PARTY COMPANIES, YOU SHOULD READ AND UNDERSTAND THEIR PRIVACY POLICIES.

NOTICE TO CALIFORNIA RESIDENTS – YOUR CALIFORNIA PRIVACY RIGHTS

(AS PROVIDED BY CALIFORNIA CIVIL CODE SECTION 1798.83)

A CALIFORNIA RESIDENT WHO HAS PROVIDED PERSONAL DATA TO A BUSINESS WITH WHOM HE/SHE HAS ESTABLISHED A BUSINESS RELATIONSHIP FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES (A “CALIFORNIA CUSTOMER”) MAY REQUEST INFORMATION ABOUT WHETHER THE BUSINESS HAS DISCLOSED PERSONAL INFORMATION TO ANY THIRD PARTIES FOR THE THIRD PARTIES’ DIRECT MARKETING PURPOSES. IN GENERAL, IF THE BUSINESS HAS MADE SUCH A DISCLOSURE OF PERSONAL DATA, UPON RECEIPT OF A REQUEST BY A CALIFORNIA CUSTOMER, THE BUSINESS IS REQUIRED TO PROVIDE A LIST OF ALL THIRD PARTIES TO WHOM PERSONAL DATA WAS DISCLOSED IN THE PRECEDING

CALENDAR YEAR, AS WELL AS A LIST OF THE CATEGORIES OF PERSONAL DATA THAT WERE DISCLOSED. CALIFORNIA CUSTOMERS MAY REQUEST FURTHER INFORMATION ABOUT OUR COMPLIANCE WITH THIS LAW BY E-MAILING info@emmident-ultrasound.com. PLEASE NOTE THAT WE ARE REQUIRED TO RESPOND TO ONE REQUEST PER CALIFORNIA CUSTOMER EACH YEAR AND WE ARE NOT REQUIRED TO RESPOND TO REQUESTS MADE BY MEANS OTHER THAN THROUGH THIS E-MAIL ADDRESS.

- **Affiliates.** We may share some or all of your Personal Data with our parent company, subsidiaries, joint ventures, or other companies under a common control (“Affiliates”), in which case we will require our Affiliates to honor this Privacy Policy.
 - **Corporate Restructuring.** We may share some or all of your Personal Data in connection with or during negotiation of any merger, financing, acquisition or dissolution transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets. In the event of an insolvency, bankruptcy, or receivership, Personal Data may also be transferred as a business asset. If another company acquires our company, business, or assets, that company will possess the Personal Data collected by us and will assume the rights and obligations regarding your Personal Data as described in this Privacy Policy.
 - **Social Networking Sites.** Our Services may enable you to post content to SNSs. If you choose to do this, we will provide information to such SNSs in accordance with your elections. You acknowledge and agree that you are solely responsible for your use of those websites and that it is your responsibility to review the terms of use and privacy policy of the third party provider of such SNSs. We will not be responsible or liable for: (i) the availability or accuracy of such SNSs; (ii) the content, products or services on or availability of such SNSs; or (iii) your use of any such SNSs.
 - **Other Disclosures.** Regardless of any choices you make regarding your Personal Data (as described below), ULTRA ORAL CARE may disclose Personal Data if it believes in good faith that such disclosure is necessary (a) in connection with any legal investigation; (b) to comply with relevant laws or to respond to subpoenas or warrants served on ULTRA ORAL CARE; (c) to protect or defend the rights or property of ULTRA ORAL CARE or users of the Site or Services; and/or (d) to investigate or assist in preventing any violation or potential violation of the law, this Privacy Policy, or our Terms of Use.
- **Third Party Payment Processing.** For online payments and/or Automated Clearing House (ACH) payouts, we use the payment services of Stripe (<https://stripe.com>) and PayPal (<http://www.paypal.com>). We do not process, record or maintain your credit card or bank account information. For more information on how payments are handled, or to understand the data security and privacy afforded such information, please refer to <https://stripe.com/us/privacy> and <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>.
 - **Third Party Websites.** Our Site may contain links to third party websites. When you click on a link to any other website or location, you will leave our Site and go to another site and another entity may collect Personal Data or Anonymous Data from you. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of your Personal Data after you click on links to such outside websites. We encourage you to read the privacy policies of every website you visit. The links to third party websites or locations are for your convenience and do not signify our endorsement of such third parties or their products, content or websites.
 - **Your Choices Regarding Information.** You have several choices regarding the use of information on our Service:
 - **Email Communications.** We will periodically send you free newsletters and e-mails that directly promote the use of our Site or Services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to “opt-out” by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly (please see contact information above). Despite your indicated e-mail preferences, we may send you service related communications, including notices of any updates to our Terms of Use or Privacy Policy.

- **Mobile Opt-out.** We may provide you messages, including marketing, via SMS service, WAP or mobile services. You may opt-out of these messages from us by replying “STOP” or following the instructions provided in the message.
- **Cookies.** If you decide at any time that you no longer wish to accept Cookies from our Service for any of the purposes described above, then you can instruct your browser, by changing its settings, to stop accepting Cookies or to prompt you before accepting a Cookie from the websites you visit. Consult your browser’s technical information. If you do not accept Cookies, however, you may not be able to use all portions of the Service or all functionality of the Service. If you have any questions about how to disable or modify Cookies, please let us know at the contact information provided above.
- **De-Linking SNS.** Please refer to the privacy settings of the SNS to determine how you may adjust our permissions and manage the interactivity between the Services and your social media account.
- **Changing or Deleting Your Personal Data.** You may change any of your Personal Data in your account by contacting sales@emmident-ultrasound.com. You may request deletion of your Personal Data by us, and we will use commercially reasonable efforts to honor your request, but please note that we may be required to keep such information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives. We may also retain your information for fraud or similar purposes.

Changes to This Privacy Policy. This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy at https://www.emmident-ultrasound.com/uploads/privacy/UOC_Privacy_Policy_Terms_Promotion_Agreement_version_9-12-19.pdf and we will change the “Last Updated” date above. You should consult this Privacy Policy regularly for any changes.

ULTRA ORAL CARE, Inc. AMBASSADOR PROMOTIONAL PROGRAM TERMS AND CONDITIONS

Effective Date: [September 12, 2019]

GENERAL

The emmi[®]-dent oral waver[™] is distributed in North America by ULTRA ORAL CARE, Inc.. The terms “we”, “us” and “our” refer to Ultra Oral Care, Inc. or EMMI[®]-DENT ORAL WAVER[™].

Subject to these Promotional Program Terms and Conditions (“**Terms**”), the Emmi-dent oral waver Ambassador (or Brand Ambassador) Promotional Program (the “**Program**”) offers registered EMMI[®]-DENT ORAL WAVER[™] users (each, a “**Emmi-dent oral waver Ambassador (or Brand Ambassador)**”), including dental professionals, and qualifying dental offices (each, a “**Dental Office**”) the opportunity to refer its patients or friends (each, a “**Referred Patient**” or Referred Friend”) and earn commission or rewards (“**Commissions**”) for certain promotional activities. These Commissions may be earned by (i) successfully recommending EMMI[®]-DENT ORAL WAVER[™] products (each, a “**Qualifying Product**”) to Referred Patients or Referred Friends through an active personalized code (“**Personal Code and Group Code**”); (ii) inviting colleagues to register with EMMI[®]-DENT ORAL WAVER[™] ; (iii) engaging with EMMI[®]-DENT ORAL WAVER[™] through certain activities on social media and/or the EMMI[®]-DENT ORAL WAVER[™] website (iv) purchasing certain EMMI[®]-DENT ORAL WAVER[™] products (each, a “**Qualifying Purchase**”); and (v) participating in certain promotional activities, like posting about EMMI[®]-DENT ORAL WAVER[™] or EMMI[®]-DENT ORAL WAVER[™] products on social media and tagging and/or mentioning EMMI[®]-DENT ORAL WAVER[™] .

By (i) sharing a Personal Code and Group Code issued through the Program, clicking a button or taking another action to signify your acceptance of these Terms, (ii) participating in the Program, or (iii) claiming or accepting any benefits from the Program, including Commissions or any resulting redeemed products and/or rewards, you accept these Terms and all terms incorporated by reference as described below. **If you do not agree to be bound by these Terms, you may not participate in the Program.**

These Terms supplement the terms of EMMI[®]-DENT ORAL WAVER[™] ’s Terms of Use available at

https://www.emmident-ultrasound.com/uploads/privacy/UOC_Privacy_Policy_Terms_Promotion_Agreement_version_9-12-19.pdf (as they may

be modified from time to time), which are incorporated herein by reference (“**Terms of Use**”). In the event of a conflict between these Terms and EMMI®-DENT ORAL WAVER™’s Terms of Use, these Terms control with respect to the Program.

These Terms, in their present form and as amended from time to time at the sole discretion of EMMI®-DENT ORAL WAVER™, along with the Emmi-dent oral waver Ambassador (or Brand Ambassador) Promotional Program Policies and Procedures available at https://www.emmident-ultrasound.com/uploads/privacy/UOC_Privacy_Policy_Terms_Promotion_Agreement_version_9-12-19.pdf, are incorporated into and form an integral part of, the Emmi-dent oral waver Ambassador (or Brand Ambassador) Agreement (collectively, the “**Agreement**”).

Participation in the Program, including opportunities to share a Personal Code and Group Code, is made available by EMMI®-DENT ORAL WAVER™ at EMMI®-DENT ORAL WAVER™’s sole discretion and is subject to your compliance with these Terms. EMMI®-DENT ORAL WAVER™ MAY LIMIT, SUSPEND, OR TERMINATE THE PROGRAM AND/OR YOUR ABILITY TO PARTICIPATE IN THE PROGRAM IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME WITH OR WITHOUT PRIOR NOTICE TO YOU.

ELIGIBILITY

Eligibility to participate in the Program is open only to individuals, including dental professionals, who are legal residents of the United States, including the District of Columbia, and Canada who are at least 18 years of age at the time of participation. However, the Program is **not open** to certain dental professionals that practice in one of the following territories or provinces of Canada: British Columbia, Manitoba, Ontario, or Saskatchewan.

As a participating dental professional, you are solely responsible for making any disclosures you are required to make to those clients or patients that are Referred Patients pursuant to the laws applicable in the jurisdiction in which you practice. All Emmi-dent oral waver Ambassador (or Brand Ambassador)s, whether or not you are a dental professional, you agree that you will not make any false or misleading statements about the Products and that you will comply with all laws, rules, regulations, and industry best practices (including, as applicable, the Canadian Dental Hygienists Association Code of Ethics and any other professional responsibility obligations) applicable to your advertisement and promotion of EMMI®-DENT ORAL WAVER™ products, and participation in the Program. For example, your obligations may include, but not be limited to:

- **United States Professionals:** If you are a Emmi-dent oral waver Ambassador (or Brand Ambassador) practicing in the United States, you agree that any and all digital and/or social media postings, communications or statements (each, a “Communication”) effected by or on behalf of you hereunder will be effected in a manner that complies with applicable laws, rules, regulations, and guidelines (including the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising – <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>), as well as the rules, regulations and policies of each applicable digital and/or social media platform, including with respect to disclosures necessary to clearly and conspicuously indicate to consumers that Influencer received consideration in exchange therefor. Without limiting the generality of the foregoing, each Communication shall be preceded with (i) a clear and conspicuous disclosure of the nature of your relationship with us and that you receive products and/or rewards in exchange for such Communication; or (ii) if the posting is a social media posting, either the disclosure in the foregoing clause (i) or “#ad,” #wavedontbrush,” “emmidentambassador”, “emmidentoralwaverambassador” or other such hashtags as may be required by EMMI®-DENT ORAL WAVER™’s sponsorship or endorsement posting guidelines as may be provided by EMMI®-DENT ORAL WAVER™ from time to time. You agree to promptly edit any posts as may be requested by us.
- **Alberta Professionals:** If you are a Emmi-dent oral waver Ambassador (or Brand Ambassador) practicing in Alberta, Canada, you must disclose to all Referred Friends and potential Referred Friends your relationship with us and the fact that you are receiving a reward in exchange for endorsement of certain EMMI®-DENT ORAL WAVER™ products.
- **British Columbia Professionals:** If you are a Emmi-dent oral waver Ambassador (or Brand Ambassador) practicing as a dentist, dental therapist or dental assistant, you may not engage in any advertising or promotional activities that are false, misleading, materially inaccurate, unverifiable, likely to create unrealistic

expectations or appeal to fears about dental treatment; you also may not provide any incentive (e.g., free or discounted procedure or reward for any particular procedure) to patients to seek or obtain unnecessary procedures. If you are a Emmi-dent oral waver Ambassador (or Brand Ambassador) practicing as a dental hygienist in British Columbia, Canada, you may not participate in the Program.

- **New Brunswick Professionals:** If you are a Emmi-dent oral waver Ambassador (or Brand Ambassador) practicing in New Brunswick, Canada, you have a fiduciary obligation to your clients and patients to place their interests above your personal interest.
- **Nova Scotia Professionals:** If you are a Emmi-dent oral waver Ambassador (or Brand Ambassador) practicing in Nova Scotia, Canada, you may only provide services that you believe are necessary for a client's oral health, and any advertising of the Products must be accurate, capable of being proven, directed to the general public and relevant to the public's ability to make informed choices. Further, you have a fiduciary obligation to your clients and patients to place their interests above your personal interest.
- **Ontario Professionals:** If you are a Emmi-dent oral waver Ambassador (or Brand Ambassador) practicing as a dentist in Ontario, Canada, you may not make any advertisement that: (i) demeans the integrity or dignity of the profession or bring the profession into disrepute; (ii) is false, misleading, fraudulent, deceptive, ambiguous, or confusing or likely to mislead or deceive the public; or (iii) is likely to create expectations of favorable results or appeal to the public's fears. If you are a Emmi-dent oral waver Ambassador (or Brand Ambassador) practicing as a dental hygienist in Ontario, Canada, you may not participate in the Program.
- **Prince Edward Island Professionals:** If you are a Emmi-dent oral waver Ambassador (or Brand Ambassador) practicing in Prince Edward Island, Canada, you may not announce or advertise the fact that you are a practicing dental hygienist in any marketing, promotion, or endorsement of certain EMMI®-DENT ORAL WAVER™ products, including via social media.

The following individuals are also excluded from eligibility to participate in the Program: the immediate family members of the officers, directors, employees, agents, and representatives (collectively, "**Personnel**") of ULTRA ORAL CARE, Inc. and/or its corporate parents, subsidiaries, and affiliated companies (i.e., spouses, parents, children, siblings and the "steps" of each) and all other persons living in the same households as Personnel.

You may only participate in the Program through your use of a single EMMI®-DENT ORAL WAVER™ account. You are responsible for all uses of your EMMI®-DENT ORAL WAVER™ account and for maintaining the currency and accuracy of the e-mail address and any other contact information stored in your account. The creation or use of multiple accounts, e-mail addresses, online identities or aliases to circumvent the single-account restriction or any other requirement or limitation specified in these Terms is prohibited and may result in your exclusion from the Program and the cancellation of all related Personal Code and Group Codes. EMMI®-DENT ORAL WAVER™ may, in its sole discretion, suspend, cancel or combine any accounts that appear to be duplicative.

SHARING YOUR PERSONAL CODE AND GROUP CODE

When sharing your Personal Code and Group Code, you agree that you will always tell your Referred Patients, Referred Friends, or Referred Customers that you will receive a reward from EMMI®-DENT ORAL WAVER™ if they make a Qualifying Purchase or using your code.

Your Referred Patients or Referred Friends must enter your Personal Code and Group Code while making a Qualifying Purchase or purchasing a Qualifying Product. If a Referred Patient, Referred Friend or Referred Customer does not enter your Personal Code and Group Code while making a Qualifying Purchase or purchasing a Qualifying Product, you will not receive any Commission because EMMI®-DENT ORAL WAVER™ cannot reliably determine that the Referred Patient, Referred Friend or Referred Customer's purchase resulted from your referral.

You may not post or promote your Personal Code and Group Code on EMMI®-DENT ORAL WAVER™'s social media pages or on coupon sites or other websites created to take advantage of referral traffic generated from individuals searching for coupons, as determined by EMMI®-DENT ORAL WAVER™ in its sole discretion. Any distribution of your Personal Code and Group Code that could constitute "spam" under any applicable law or regulation is expressly prohibited. EMMI®-DENT ORAL WAVER™ reserves the right to deactivate any Personal Code and Group Codes distributed through unauthorized channels.

EMMI®-DENT ORAL WAVER™ reserves the right, in its sole discretion, to deactivate any Personal Code and Group Code (and void all associated Commissions) which it deems, in its sole discretion, to be used in violation of these Terms or in association with content that EMMI®-DENT ORAL WAVER™ deems offensive or inappropriate in its sole discretion. Without limiting the foregoing, such content includes all forms of pornography, obscenity, indecent language and

content that incites hate, is demeaning, disparages or damages the goodwill, reputation, or brand image of EMMI®-DENT ORAL WAVER™, or incites or endorses discrimination in any form.

EARNING COMMISSION

Some Partner Groups of Ultra Oral Care, Inc. – like the Dental Peeps Network organization – does collect all earned commissions of their associated Brand Ambassadors centrally from Ultra Oral Care, Inc., and pays it out directly to their DPN Brand Ambassadors. In this case Ultra Oral Care, Inc. has no liability vis-à-vis any DPN Brand Ambassadors regarding i) commission payment for the referral of EMMI®-DENT ORAL WAVER™ products, ii) issuing 1099 statements, nor iii) does any other contractual obligation of Ultra Oral Care, Inc. exist towards any of the DPN Brand Ambassadors.

• Successful Recommendations

Every time a Emmi-dent oral waver Ambassador (or Brand Ambassador) recommends a Qualifying Product to a Referred Patient or a Referred Friend, that recommendation will be “successful” when a Referred Patient, Referred Friend or Referred Customer completes a purchase of that Qualifying Product using the Emmi-dent oral waver Ambassador (or Brand Ambassador)’s Personal Code and Group Code.

- When a Emmi-dent oral waver Ambassador (or Brand Ambassador) successfully recommends EMMI®-DENT ORAL WAVER™ products to a Referred Patient, Referred Friend or Referred Customer, the Emmi-dent oral waver Ambassador (or Brand Ambassador) will earn a commission.
- The commission schedule is subject to changes, and will be made available upon request to all Emmi-dent oral waver Ambassadors (or Brand Ambassadors) by Ultra Oral Care, Inc., or its associated Partners (Like the Dental Peeps Network organization, or others).

• Invites and Registrations

On certain occasions where a Emmi-dent oral waver Ambassador (or Brand Ambassador) invites Referring Patients to register for EMMI®-DENT ORAL WAVER™, and where Referring Patients may register for EMMI®-DENT ORAL WAVER™ as a result of such invites, a Emmi-dent oral waver Ambassador (or Brand Ambassador) may be eligible for a reward.

- When a Emmi-dent oral waver Ambassador (or Brand Ambassador) invites a colleague to join EMMI®-DENT ORAL WAVER™ as an ambassador, the Emmi-dent oral waver Ambassador (or Brand Ambassador) may be eligible for a reward.
- When a Emmi-dent oral waver Ambassador (or Brand Ambassador) invites a colleague to join EMMI®-DENT ORAL WAVER™ as an ambassador and that colleague signs up to be a Emmi-dent oral waver Ambassador (or Brand Ambassador), the Emmi-dent oral waver Ambassador (or Brand Ambassador) may be eligible for a reward.
- When a Dental Office lists a Emmi-dent oral waver Ambassador (or Brand Ambassador) as the referring dental professional to the Dental Office when it enrolls, the Emmi-dent oral waver Ambassador (or Brand Ambassador) may be eligible for a reward.

• Qualified Purchases

For certain Qualified Purchases by a Emmi-dent oral waver Ambassador (or Brand Ambassador) or its Referred Patients, Referred Friends, or Referred Customers, a Emmi-dent oral waver Ambassador (or Brand Ambassador) may be eligible for a Commission.

- For a period of two (2) years commencing from the date of initial toothbrush purchase or otherwise created subscription, when a Emmi-dent oral waver Ambassador (or Brand Ambassador) or Referred Patient receives a paid replacement toothbrush head as a result of its subscription, the Emmi-dent oral waver Ambassador (or Brand Ambassador) will earn a commission.
- For a period of two (2) years commencing from the date of initial toothpaste subscription creation, when a Emmi-dent oral waver Ambassador (or Brand Ambassador) or Referred Patient receives a toothpaste as a result of its subscription, the Emmi-dent oral waver Ambassador (or Brand Ambassador) will earn a Commission.

However, any purchases by Referred Patients, Referred Friends, or Referred Customers who have previously made a purchase from EMMI®-DENT ORAL WAVER™.com under any name, account, e-mail address, or alias do not count as Qualifying Purchases and will not help you earn a Commission. Any Commissions issued in circumstances in which they would be invalid pursuant to these Terms are void.

RETAIL SALES AND GIFTING PROGRAM

Dental Offices will be able to make bulk purchases of EMMI®-DENT ORAL WAVER™ products as part of the Retail Sales and Gifting Program. Dental Offices may choose to either gift products to patients or sell them within certain pricing parameters provided by EMMI®-DENT ORAL WAVER™, available to registered customers (registered on the www.emmident-ultrasound.com) at <https://www.emmident-ultrasound.com/products>. Orders are subject to minimum quantities per order.

REDEEMING COMMISSION FOR PRODUCTS AND/OR REWARDS

At the close of each calendar month, EMMI®-DENT ORAL WAVER™ will review the account of each Emmi-dent oral waver Ambassador (or Brand Ambassador) to determine the Commission earned during the eligible monthly period.

All products and/or rewards are provided “AS IS” and carry no warranty. EMMI®-DENT ORAL WAVER™ has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the products or rewards, including but not limited to their quality. EMMI®-DENT ORAL WAVER™ hereby disclaims all implied warranties, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement.

Each Emmi-dent oral waver Ambassador (or Brand Ambassador) is solely responsible for all federal, state, local, or other applicable taxes associated with the acceptance and use of a product or reward under the Program.

ADDITIONAL TERMS

Any Qualifying Purchases or Commissions that cannot be verified to the satisfaction of EMMI®-DENT ORAL WAVER™ are subject to adjustment, cancellation, disqualification, or revocation at our sole discretion.

EMMI®-DENT ORAL WAVER™ will not be liable for the failure of any Commissions to be accurately issued or redeemed for any reason, including, but not limited to, any technical malfunction or other problems relating to any network, computer system, servers, access providers, computer equipment or software.

EMMI®-DENT ORAL WAVER™ reserves the right, in our sole and absolute discretion, to (i) investigate, invalidate, and revoke any Commissions we deem to have been issued in error, or as the result of any violation of these Terms, or as the result of any actual or suspected fraudulent or improper activity (including without limitation, the use of any system, macro, script, bot or fake email address to manipulate the Program) and (ii) bar further Personal Code and Group Codes and Commissions from being sent by, and Commissions from being issued to, any Referring Parties associated with any actual or suspected fraudulent or improper activity or violations of these Terms. If EMMI®-DENT ORAL WAVER™ has any reason to suspect improper activity associated your participation in the Program, EMMI®-DENT ORAL WAVER™ reserves the right to delay or withhold the issuance of any related Commissions. EMMI®-DENT ORAL WAVER™ further reserves the right to terminate your Program account and deactivate, cancel, or revoke any related Personal Code and Group Codes or Commissions if EMMI®-DENT ORAL WAVER™ suspects that you (or any Referred Patient, Referred Friend or Referred Customer you refer to EMMI®-DENT ORAL WAVER™) has used or attempted to use the Program in a fraudulent or abusive manner or in violation of these Terms, EMMI®-DENT ORAL WAVER™ 's Terms of Use, or applicable law. In the event that your participation in the Program is terminated, you will not be able to redeem any accumulated Commissions and you are not permitted to re-enroll in the Program without the prior written consent of EMMI®-DENT ORAL WAVER™ .

Without notice to you, EMMI®-DENT ORAL WAVER™ also reserves the right to “unregister” a Program account that is inactive and cause that Program account to be ineligible for the Program. An inactive Program account is defined as a EMMI®-DENT ORAL WAVER™ account that has not earned or redeemed Commissions for one year. In the event that your Program account is unregistered due to inactivity, then you will no longer be eligible for Program benefits, including earning Commissions or redeeming accumulated Commissions as products and/or rewards. You may reactivate your Program account by obtaining and using a new Personal Code and Group Code, but any Commissions earned prior to your program account being deemed inactive will be forfeited and void.

MISCELLANEOUS

Any disputes related to these Terms and the subject matter herein will be resolved pursuant to the dispute resolution terms of EMMI®-DENT ORAL WAVER™'s Terms of Service. If any provision of these Terms is, for any reason, held to be

invalid or unenforceable, the other provisions of these Terms will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. You may not assign any rights or obligations under these Terms, in whole or in part, without the written consent of EMMI®-DENT ORAL WAVER™. EMMI®-DENT ORAL WAVER™ may freely assign or transfer these Terms. Any assignment or transfer in violation of the foregoing is void. These Terms are the final, complete and exclusive Terms between you and EMMI®-DENT ORAL WAVER™ with respect to the subject matters hereof and supersedes and merges any discussions between you and EMMI®-DENT ORAL WAVER™ with respect to such subject matters. If you are dissatisfied with any aspect of the Program at any time, your sole and exclusive remedy is to cease participating in the Program.

RIGHT TO CANCEL PROGRAM AND CHANGE TERMS

EMMI®-DENT ORAL WAVER™ RESERVES THE RIGHT TO MODIFY AND/OR TERMINATE THE PROGRAM AND/OR MODIFY ALL OR ANY PORTION OF THESE TERMS OR ANY POLICY PERTAINING TO THE PROGRAM AT ANY TIME AND IN OUR SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO DISCONTINUE OR CHANGE ANY PROGRAM BENEFITS OR EXPIRATION DATES FOR COMMISSIONS AND RELATED CODES RECEIVED THROUGH THE PROGRAM, MERGE THE PROGRAM WITH ANOTHER REWARDS PROGRAM, OR TO ADJUST HOW COMMISSIONS ARE EARNED, CALCULATED OR REDEEMED. IT IS POSSIBLE THAT YOU MAY BE UNABLE TO REDEEM ACCUMULATED COMMISSIONS AS A RESULT OF FUTURE PROGRAM CHANGES OR IF WE DISCONTINUE THE PROGRAM OR MERGE THE PROGRAM INTO ANOTHER REWARDS PROGRAM. IF WE MAKE CHANGES, WE WILL POST THE AMENDED TERMS TO OUR WEBSITE AT [https://www.emmident-ultrasound.com/uploads/privacy/UOC_Privacy_Policy_Terms_Promotion_Agreement_version_9-12-19.pdf] AND UPDATE THE "EFFECTIVE DATE" ABOVE. WE MAY ALSO ATTEMPT TO NOTIFY YOU IN OTHER WAYS. UNLESS WE SAY OTHERWISE, THE AMENDED PROGRAM TERMS WILL BE EFFECTIVE IMMEDIATELY AND YOUR CONTINUED PARTICIPATION IN THE PROGRAM AFTER THE AMENDED TERMS ARE POSTED WILL CONFIRM YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO THE AMENDED PROGRAM TERMS, YOU MUST STOP PARTICIPATING IN THE PROGRAM.

QUESTIONS?

If you have any questions about the Program or these Terms, please contact us at Sales @emmident-ultrasound.com.