

Terms and Conditions

Introduction

The following terms and conditions ("this between you and Myohealth Technologies, LLC (aka Myoaligner®) and Myoaligner® Laboratories LLC (a subsidiary of Myohealth Technologies LLC), a company with its principal place of business at 13765 NW Cornell Rd, Suite 100, Portland, OR 97229 ("we" / "us" / "Myoaligner®"). You and Myoaligner® may each be referred to herein as a "Party" or collectively as the "Parties". By placing an order with us, you agree to be bound by this Agreement and accept its terms and conditions.

Orders and Treatment Setups

Myoaligner® (a subsidiary of Myohealth Technologies LLC) manufactures custom dental devices ("appliances") designed to adjust or retain the position of patients' teeth in relationship to the patients' bite based on treating doctors' prescriptions. When both arches are being treated, a pair of appliances (one for each arch) is referred to as a "set" (or "step"). When only one arch is being treated, one appliance constitutes a set or step.

You can prescribe appliances on our website for doctors ("Providers Portal").

Based on your prescription, a treatment "setup" or digital articulation will be made available in your Myoaligner® Provider Account. We recommend that you review the treatment set up and finalize payment. The fabrication of appliance will start as soon as the payment is processed.

Under normal circumstances, you will only be charged for treatment setups if and when you approve them. However, if a majority of the treatment setups that we generate for you remain unapproved 60 days after their creation, you may be required to pay for treatment setups in advance until a majority of your setups have been approved.

An "order" is considered to be placed when a digital articulation/treatment setup is approved (or, if a treatment setup is not needed, when appliances are prescribed). Payment is due in full when an order is placed, unless otherwise agreed to in writing by an authorized representative of Myohealth Technologies LLC.

Pricing

You can view the standard pricing for your region from the Providers Portal in the support section or on the digital prescription form. Products and prices are subject to change. We reserve the right to offer alternative products and pricing to individuals or groups at our sole discretion. We are not responsible for any taxes or fees that third parties may charge you, including foreign transaction fees.

MyoHealth Technologies, LCC is entitled to charge late fees up to 1.5% of invoice total per month if the initial due date is missed.

Restrictions

We reserve the right to terminate our relationship with you, end Treatment early without refund, and/or facilitate the transfer of a patient's treatment to another doctor if you fail to comply with the terms and conditions of this Agreement, if you abuse these policies, or if you fail to provide satisfactory care for any reason.

Cancellation and Refunds

All sales are final. If an order is cancelled for any reason, we will not credit or refund any portion of the fees paid for that order. If you have paid for a treatment setup upfront, you will receive no refund for cancelling or failing to approve the setup.

Records

In addition to any required patient, provider, and treatment information, the following records must be provided to Myoaligner® in a timely manner:

- Crown/bridge quality digital Scans or PVS impressions of both dental arches mailed to Myoaligner® using the prepaid shipping labels provided by Myoaligner®. Alginate impressions and metal impression trays will be rejected. Digital Scans can be submitted to [Center for Dental Technology/Myoaligner®](#).
- **A Digital Prescription is mandatory for each case.** Digital Prescription must be submitted via Myoaligner®.com Provider Portal. A printed copy of the RX needs to be included in the box containing PVS impressions/models for tracking.
- TENS or Myobite registration indicating the specific position/dimensions at which you would like your appliance to be fabricated (NOTE: Orthotics made by Myoaligner® will only be fabricated to the precise bite registration for your patient that was submitted with your case. If a change in the position of the articulation is requested and Myoaligner® makes said changes, the limited warranty will no longer be valid and you (the provider) will be responsible for any cost incurred should it need to be re-made.
- Appropriate intra-occlusal measurements to be submitted (from three reference point locations on a certain anatomical landmark on the models (i.e. Free marginal gingival of #8 to FMG of #26)
- Appropriate shade selection for the appliance
- Stone Models (optional)

You are solely and entirely responsible for the accuracy of the records you provide. Distorted or incomplete scans and impressions may be rejected as it will impact the fit and performance of appliances. We will not be liable for any issues caused by inaccurate records. All submitted materials become the property of Myoaligner® and may not be returned except for the original PVS impressions/Bite registration provided.

Shipment and Delivery

After an order is placed, the process of fabrication starts, and the appliance will be shipped to you. Our target dates are estimates only. We shall not be liable for any damages, losses or expenses that you incur if we fail to meet targeted delivery dates.

Title to products shipped under this Agreement and risk of loss or damage during shipment pass from us to you when we ship the appliance.

Your Representations

You represent and warrant to us that:

- (i) You are licensed to practice dentistry in the location where, and at all times during which, treatment is being provided;
- (ii) You have all necessary training and expertise to treat patients using our products;
- (iii) Your use of our products will be in accordance with all applicable medical and dental standards and in compliance with our product specifications;
- (iv) You have properly explained our products to your patients before starting treatment;
- (v) You have obtained an executed Patient Informed Consent Form from each patient you treat using our products;
- (vi) You agree to provide a copy of the executed Patient Waiver Form to us upon treatment setup.
- (vii) You agree to provide a copy of the executed Patient Wear Instructions to us upon treatment setup
- (viii) You fully understand and affirm that you are fully responsible for all patient treatment.
- (ix) You fully understand and affirm that you are financially responsible for all costs of the appliance once you approve the digital articulation/treatment setup.

Warranties and Disclaimer

Myoaligner® Laboratories LLC is a dental device manufacturer and does not practice dentistry or give medical advice. You are solely responsible for prescribing and administering dental treatment. Appliance therapy is unpredictable. We do not guarantee a successful treatment outcome. Individual results will vary.

We warrant that our products:

- (i) shall conform to the specifications represented in the treatment setup that you approve; and
- (ii) are free from defects in material and workmanship.

We shall not be liable for:

- (i) any defects that are caused by neglect, misuse, or mistreatment of its products by you, the patient, or any third party
- (ii) any products that have been altered or modified in any way by an individual or entity other than us;
- (iii) any products being used in combination with other third-party products; or
- (iiii) any defects that result from errors in your submitted records or prescription.

The limited warranty for each appliance is determined by the material it is fabricated from. The limited warranty of each appliance expires as follows: Acetal: 90 days; PMMA 30 days after the patient is scheduled to start wearing it, based on the delivery date and expected wear schedule. Delays to a patient's wear schedule after products are shipped do not extend the warranty period. If any Myoaligner® product fails to conform to the warranty set forth above, our sole liability, at our option, shall be to:

- (i) replace such product; or
- (ii) credit your account for the cost paid for such product.

You may be required to return such product in order to receive a replacement or credit. If we elect to replace such product, we shall have a reasonable time to provide replacements. Replaced products shall be covered under the limited warranty period described above.

Orthotics fabricated by Myoaligner® are intended to be used for short term basis not to exceed 90 days. Myoaligner® recommends that orthotics not to be worn for more than 90 days of continuous wear.

Except as set forth above, we hereby expressly disclaim any and all warranties, express or implied, including any warranty of merchantability, or fitness for any specific purpose.

Data Privacy

The account information you provide through our doctor's portal (including doctor or user names, specialties, degrees, training level, experience level, practice names, practice addresses, billing addresses, websites, contact information, payment methods and preferences, treatment methods and preferences and any other user information) is used to provide the products and services outlined herein.

Your name and practice information may be shared in a publicly accessible provider directory on our website but can be removed upon request. Your account information is stored securely and used by Myoaligner® and contracted affiliates to provide the products and services outlined herein. Some of your account information may be used for quality, regulatory, analytics, and other related business purposes. Account information is never sold or shared with third parties for marketing purposes.

Patient records are securely stored in an encrypted format in accordance with all applicable law governing the privacy and security of patient information. Myoaligner® may utilize nonidentifying account and patient information including patient records, general demographic information, aggregate data and derivatives thereof for training, quality control, quality audits, process monitoring, research and development, product improvement, product development and regulatory compliance purposes and other business reasons. Myoaligner® may utilize anonymized patient records for training and quality purposes. Myoaligner® will never use identifying patient records for other than treatment or payment purposes without the express permission of the individual, in accordance with all applicable law governing the privacy and security of patient information.

Additionally, patients have the option to register their name and email address through our website to receive occasional patient tips, offers, notifications and other emails or marketing purposes, and they may separately choose to sign up for this option. This information is separate from and not related to provider account or patient record information and is never sold or shared with third parties for any marketing purposes without the permission of the individual. For more information refer to our Privacy Policy or click [HERE](#) for a copy.

Limitations of Liability

You expressly unconditionally agree that Myoaligner® will never be liable for any consequential, incidental, indirect, exemplary, punitive or special damages in connection with or arising out of this Agreement or the use of the products provided hereunder, however caused, and under any theory of liability whether in negligence, breach of warranty, strict liability, contract, tort, indemnity or any other cause or theory what so ever in no event shall our aggregate monetary liability for damages of any kind arising out of or in connection with this Agreement, or any use of any product provided hereunder, exceed the total amount paid to us by you for the particular products sold under the Agreement for which losses or damages are claimed.

The existence of more than one claim against the particular products sold to you under this Agreement, or the existence of more than one agreement with you or the sales of additional products to you shall not enlarge or extend this limit.

Indemnification

You agree to indemnify, defend and hold harmless Myoaligner® and/or its officers, agents, employees, contractors, successors and assigns from and against any and all liability, obligations, losses, claims, actions, damages, penalties, fines, demands or suits and all related costs, attorney's fees and expenses of any kind and nature whatsoever arising under any theory of legal liability (a "Claim") that may be asserted against us arising out of, or resulting from, or relating to:

- (i) this Agreement or use of products sold under this Agreement;
- (ii) any breach of or failure of you to abide by any term of this Agreement;
- (iii) any breach or alleged breach of any representations or warranties made by you in this Agreement or any incorrect information provided by you or your patient; or
- (iv) our provision of or failure to provide products to you, unless the provision of or failure to provide such products was due to our willful misconduct or gross negligence.

Your obligation to defend us against any Claim is separate and distinct from the obligation of indemnity set forth in this Agreement. You have the right and obligation to assume the defense of any Claim with counsel chosen by you and reasonably acceptable to Myoaligner® provided that counsel to Myoaligner® may participate in the defense of the Claim with counsel for you, at our expense. You will not have the right to assume the defense of a Claim made against both Myoaligner® and you if counsel for Myoaligner® advises in writing that a conflict in interest between Myoaligner® and you would under applicable ethical principles preclude a single counsel or firm from defending both Parties.

Relationship of Parties

The Parties intend by this Agreement that you are and at all times shall be an independent party and not the agent or employee of Myoaligner®. Neither this Agreement nor any contract with Myoaligner® nor any course of dealing or practice shall be interpreted as creating, or shall be deemed to create, any employer-employee, principal-agent, partnership, joint venture or other relationship between you and Myoaligner®.

Assignment

This agreement shall not be assigned by either Party hereto without the prior written consent of the other Party.

Successors and Assigns

This Agreement shall be binding upon and shall inure solely to the benefit of the Parties hereto and their respective successors and shall not be for the benefit of any other person, persons, or legal entities.

This Agreement, your prescription, and the Patient Informed Consent Form shall constitute and contain the entire agreement of the Parties and supersede any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter hereof, unless otherwise specified in writing by an authorized representative of Myoaligner® Laboratories LLC. This Agreement can only be modified by an authorized representative of Myoaligner® Laboratories LLC.

Severability

If any provision of this Agreement is or shall be deemed a violation of any applicable law, rule or regulation, such legal invalidity shall not void this Agreement or affect the remaining terms and provision of this Agreement and this Agreement shall be construed and interpreted to comply with all laws, rules or regulations.

Force Majeure

We cannot be in default or breach by reason of any failure of its performance under this Agreement if such failure results, whether directly or indirectly, from fire, explosion, strike, freight embargo, act of God, or of war, civil disturbance, act of any government, de jure or de facto, or any agency or official thereof, labor shortage, transportation contingencies, severe weather, default of manufacturer or supplier, quarantine or restriction, epidemic or catastrophe, lack of timely instructions or essential information from you or any third party, or other conditions beyond our control.

Notices

Notices All notices, demands, requests, approvals and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made as of the date delivered or mailed if delivered personally or mailed by certified mail (postage prepaid, return receipt requested), or on the date transmitted if transmitted by facsimile or electronic mail, to you at the address you provide.

Waiver

The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by either Party of any condition, or of the breach of any term, provision, covenant or warranty contained in this Agreement, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, covenant or warranty.

Governing Law

This Agreement shall be construed and governed under and by the laws of the State of Oregon, USA. The Parties agree that the exclusive venue for any legal action authorized hereunder shall be in Washington County, Oregon.

Please forward or send any concerns, inquiries or information requests to support@myoaligner.com.

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