

Terms and Conditions of Use

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Welcome to the SAVE Ordering System ("SAVE"). OrthoSynetics/Smilebliss ("Owner," "we," or "us") provides ordering platform features and services to you when you visit or shop at save.orthodon.com or save.smilebliss.com. Your practice locations participating in the Procurement Service qualifies you to receive all supplier discounts and pricing contracted with OrthoSynetics/Smilebliss, and all purchases ordered are on the [OrthoSynetics/Smilebliss account](#). You may request a list of contracted suppliers from the Procurement Department. These Terms and Conditions of Use ("Terms and Conditions") will replace any existing relationship and/or pricing you have with OrthoSynetics'/Smilebliss' contracted suppliers, unless otherwise excluded by mutual agreement with such said suppliers.

By using SAVE, you agree, on behalf of yourself and all others who use SAVE under your account, to the following conditions.

Please read these conditions carefully.

ELECTRONIC COMMUNICATIONS

When you use SAVE or send e-mails and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, or notices and messages on this site, such as our Message Ticketing Center, and you may retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHT

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LICENSE AND ACCESS

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YOUR SAVE ACCOUNT

You will need your own SAVE login and password to use SAVE, and you may be required to be logged into the account and have a valid payment method associated with it for purchases. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. Owner reserves the right to refuse service, terminate accounts, terminate your rights to use SAVE, remove or edit content, or cancel orders in its sole discretion.

Items purchased through SAVE are processed for payment via integration with the OSI/Smilebliss Accounts Payable Services System. Payment is made in accordance with vendor payment terms and procedures. To facilitate the purchasing and payment functions in a timely manner, your practice must process the receipt of orders through SAVE and notify the Procurement Department of any discrepancies in a timely manner.

RISK OF LOSS

All purchases of physical items through SAVE are made pursuant to each supplier's shipment contract.

RETURNS, REFUNDS AND TITLE

Owner does not take title to returned items to vendors. Refunds and returns are issued at the discretion of each vendor.

PRODUCT DESCRIPTIONS

Owner attempts to be as accurate as possible. However, Owner does not warrant that product descriptions or other content of any vendor is accurate, complete, reliable, current, or error-free. If a product offered through SAVE is not as described, your sole remedy is to return it in an unused condition.

PRICING AND PAYMENT

Your product cost in SAVE is the result of OrthoSynetics'/Smilebliss' negotiated discounted pricing with each vendor. "Retail Price" means the suggested retail price of a product as provided by a manufacturer and/or supplier. We regularly check Retail Prices against prices found on supplier websites and with pricing received from suppliers. With respect to items purchased through SAVE, we cannot guarantee the price of an item until your order is fulfilled and invoiced from the supplier. Despite our efforts, a small number of the items in our catalog may be mispriced. All Taxes and Shipping charges shown in SAVE are estimated and are not final until invoiced by suppliers.

OrthoSynetics/Smilebliss receives invoices electronically, which are matched correctly to the PO generated by SAVE, and then paid immediately with your payment type on file. If there are shipment issues, then the supplier will issue a credit to OrthoSynetics/Smilebliss which will be refunded to your credit card or directly to your account, according to the payment type you have on file. Participating in the OrthoSynetics/Smilebliss Procurement Service qualifies you to receive OrthoSynetics/Smilebliss discounted pricing and shipping with our contracted suppliers, and all purchases made and billed to the OrthoSynetics/Smilebliss account will be paid according to your payment type on file, regardless of if purchased through SAVE or directly from any supplier. There is a process fee associated with each order with a maximum fee of \$1,000.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

SAVE and all information, content, materials, products and other services included in or otherwise made available to you through SAVE are provided by Owner on an "AS IS" and "AS AVAILABLE" basis. You expressly agree that your use of SAVE is at your sole risk.

OWNER SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CONTENT, MATERIALS POSTED ON THE SITE OR SERVICES. OWNER MAKES NO GUARANTEES AS TO UPTIME OR AVAILABILITY OF THE SERVICE. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO THE APPLICABLE LAW, OWNER DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHER VIOLATION OF RIGHTS. USE OF SAVE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. OWNER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, INCLUDING INTERNET CONGESTION, VIRUS ATTACKS, AND DENIAL OF SERVICE (DOS) ATTACKS.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL OWNER OR ITS THIRD PARTY LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON THIS SITE OR THE SERVICE, EVEN IF SAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. OWNER'S ENTIRE AND AGGREGATE LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID FOR THE APPLICABLE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IF YOUR USE OF MATERIALS FROM THIS SITE OR THE SERVICE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

You shall indemnify and hold Owner, its officers, directors, employees and licensors harmless from and against any (i) claims by your customer or any other party arising out of the products and services obtained through SAVE or Owner; or (ii) actions arising out of your use of the products and services.

MISCELLANEOUS

SAVE may contain links to other sites on the Internet which are owned and operated by third party vendors and other third parties (the "External Sites"). You acknowledge that Owner is not responsible for the availability of, or the materials located on or through, any External Sites. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or the materials located on such External Sites.

You shall not transmit to Owner or upload to SAVE any Harmful Code or use or misappropriate the data on SAVE for your own commercial gain. "Harmful Code" shall mean any software (sometimes referred to as "viruses," "worms," "trojan horses," "time bombs," "time locks," "drop dead devices," "traps," "access codes," "cancelbots" or "trap door devices") that: (a) is intentionally designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, based on any event, including for example but not limited to (i) exceeding a number of copies, (ii) exceeding a number of users, (iii) passage of a period of time, (iv) advancement to a particular date or other numeral, or (v) use of a certain feature; or (b) would enable an unauthorized person to cause such result; or (c) would enable an unauthorized person to access another person's information without such other person's knowledge and permission.

You may not use your username and password for any unauthorized purpose. Owner may terminate your access to SAVE for any reason at any time. The provisions that by their nature are designed to survive termination or expiration of these Terms and Conditions shall survive termination or expiration of these Terms and Conditions or your access to SAVE.

EQUIPMENT ORDERS

If an order should not be paid with the method on file, then it must fall under one of the following 3 categories:

1. Financing Directly with Vendor Lending Partners - The vendor considers the order on the account paid in full, as all terms remain between the practice and the lender.
2. Financing Independently – OrthoSynetics/Smilebliss requires a copy of the lending agreement along with a lender contact. OrthoSynetics/Smilebliss will provide the order total to the lender when the order is placed and submit all invoices to the lender contact requesting proof of payment as the orders are fulfilled.
3. Payment in Full - Practices have the option to allow OrthoSynetics/Smilebliss to draft equipment payment in full via ACH.

By using SAVE, you signify your assent to these terms of use and agree to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations, copyright laws and other laws regarding intellectual property. If you do not agree to these terms of use, please do not use SAVE.

These Terms and Conditions shall be governed and interpreted by the laws of the state of Delaware without regard to the conflicts of law provisions of any state or jurisdiction. Any action arising out of these Terms and Conditions shall be brought in the state or federal courts located in Delaware and each party hereby consents to the exclusive jurisdiction of such courts.

Name

Practice Name

Signature

Date