



INVISALIGN ACCESSORIES WEBSTORE TERMS AND CONDITIONS

THANK YOU FOR CHOOSING US. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THIS IS A CONTRACT AND THESE TERMS GOVERN YOUR USE OF THE INVISALIGN ACCESSORIES WEBSTORE (“SITE”) AND HOW WE PROVIDE PRODUCTS TO YOU VIA THE SITE.

FOR US AND CANADA CUSTOMERS: YOU ARE AGREEING THAT ALL DISPUTES BETWEEN US WILL BE SETTLED THROUGH SMALL CLAIMS COURT OR THROUGH BINDING ARBITRATION RATHER THAN JURY TRIAL OR A CLASS ACTION AS DESCRIBED IN FURTHER DETAIL IN SECTION 10 BELOW.

BY USING THE SITE, CREATING AN ACCOUNT, OR PLACING AN ORDER, YOU ARE AGREEING TO THESE TERMS DETAILED BELOW.

- 1. SCOPE.** These are the terms and conditions (“**Agreement**”) under which we will supply products, services or content (collectively “**Products**”) to you via the Site. Please read this Agreement before you submit your order. By using the Site, creating an account (if applicable), or placing an order, you agree to be governed by this Agreement.
- 2. INFORMATION ABOUT US; HOW TO CONTACT US.** This Agreement is between you and Align Technology, Inc. and/or its subsidiaries and affiliates (referred to as “**Align**,” “**we**,” “**our**” or “**us**”), with its principal offices at 2820 Orchard Parkway, San Jose, California 95134. You can contact us through our Consumer Support Team at www.invisalignaccessories.com/contact-us or via email at invisaligncare@aligntech.com.
- 3. ELECTRONIC COMMUNICATIONS.** From time to time, we may be required to send you communications about our Products or about Third Party Products (described in **Section 18.1**). You agree we may do so by phone (including SMS), email or mail, using the email address or postal address you provide to us, or by posting the communication on our websites. 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.
- 4. CHANGES TO THIS AGREEMENT.** We reserve the right to make changes to this Agreement, in whole or in part, at any time. Changes to this Agreement will be effective when posted on the Site or when we notify you. It is important that you review any changes to this Agreement, because your continued use of the Site indicates your agreement to and acceptance of the changes.
- 5. RESTRICTIONS.** By using the Site, placing an order, or creating an account, you acknowledge and agree:



- You are 18 years of age or older. If you are using the site outside the US, you agree that you have reached the age of majority specific to your country of residence.
- You reside in the United States or Canada;
- You understand and agree that our Site and Products are protected under copyright, trade secret, and other intellectual property laws. You agree that you are only granted the right to use the Site and Products (including for all **Third Party Products**) for the purposes described by Align. Align reserves all other rights (including any intellectual property rights) in the Site and Products.
- You agree not to modify copy, disassemble, or reverse engineer any Products purchased from the Site.
- You agree not to sell, lease, rent, or distribute (e.g. import or export of) any Products, including Third Party Products, purchased through the Site. You agree to use the Products for personal, household purposes only.
- You agree not to use, nor permit any third party to use Products purchased on the Site in a manner that violates any applicable law, regulation, or this Agreement.
- You may be asked to supply certain information in connection with an order, including, but not limited to, a valid credit card number or other payment account information, a billing address, and shipping information, and you agree all information you provide to us is accurate, current, and complete.
- You agree that by placing an order you are opting to self-pay for the Products, even though some Products may be eligible for insurance or other health benefits reimbursement.
- You agree to use Products will be used in accordance with the instructions included with the Products.
- You agree that Align does not give any medical, dental, or health care advice. IF YOU HAVE OR ARE EXPERIENCING A MEDICAL EMERGENCY, SEEK IMMEDIATE MEDICAL ATTENTION OR DIAL 911.

6. **PRODUCT AVAILABILITY & DESCRIPTIONS.** All Products offered for sale by us on the Site are subject to availability, and we reserve the right to impose quantity limits on any order or reject all or any part of an order without prior notice. We take reasonable care to ensure that the Product descriptions, images and pricing provided to you are up to date and correct.

7. **PRICE; SHIPPING; PAYMENT.** Product prices will be indicated on the order page when you place your order. Applicable delivery or shipping fees will be as displayed to you on the Site before you place an order. Any delivery dates or times shown as part of the



checkout process are estimates only and are not guaranteed. We will deliver your order to you as soon as reasonably possible and will endeavor to ship your order within 30 days after the day on which we accept your order. Notwithstanding the foregoing, Align is not responsible for delays outside our control. If after you have placed an order and you discover an error in the price of the Product you ordered, please refer to **Section 8** below. You will be required to pay for your order via the Site and your order will not be deemed accepted by us until payment processing is complete. We reserve the right to re-charge your payment method if your payment method is rejected. The Site may also enable you to store your payment information (e.g. a credit card number or PayPal account) for payment of future orders. You agree that we may store your payment information for payment of future orders. If you are able to create an account (e.g. user credential and password) on the Site, your account information page may provide a summary of the order and charges processed by us. We will also use your payment method to process orders for Third Party Products (as detailed in **Section 18** below).

8. **CHANGES TO ORDERS; CANCELLATIONS.** If you wish to make a change to an order you placed, please contact us. We will let you know if a change is possible. You may cancel an order you have placed through the Site any time up to two business days after your order by contacting our Consumer Support team at www.invisalignaccessories.com/contact-us or via email at invisaligncare@aligntech.com. You are responsible for any and all loss or damage to the Products once the carrier has delivered the Products to the address you provide to us.

9. **RETURNS; RETURN SHIPPING.** If you have a problem with or complaint about an Align Product or a Third Party Product you ordered, you can tell us about the problem by contacting our Consumer Support Team at www.invisalignaccessories.com/contact-us or via email at invisaligncare@aligntech.com. We will pay for the cost of shipping only if the Products are defective or we made an error in pricing, fulfillment or shipping, or in the Product description. In all other circumstances, you must pay for the cost of return shipping. All sales are final after 60 calendar days of order delivery.

10. **BINDING ARBITRATION; CLASS ACTION WAIVER.** Most disagreements can be resolved informally and efficiently by contacting our Consumer Support Team at www.invisalignaccessories.com/contact-us or via email at invisaligncare@aligntech.com. If not, you and Align agree to be bound by the procedures set forth in this **Section 10**. This Section outlines how Align and you are agreeing to resolve any and all disputes or claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, including but not limited to, claims related



to the Site and Products. Each such claim is referred to individually as “**Claim**” and collectively as “**Claims**”.

10.1. Binding Arbitration. YOU AGREE THAT EXCEPT FOR THE CLAIMS IDENTIFIED IN PARAGRAPH 10.3 BELOW, ANY AND ALL CLAIMS SHALL BE FINALLY SETTLED BY BINDING ARBITRATION. The arbitration shall take place in Santa Clara County, California and shall be administered by the American Arbitration Association (“AAA”) pursuant to the AAA’s then-current rules, including (if applicable) the AAA’s Supplementary Procedures for Consumer-Related Disputes. PLEASE BE AWARE THERE IS NO JUDGE OR JURY IN ARBITRATION. Arbitration procedures are simpler and more limited than the rules applicable in court, and review of the arbitrator’s decision by a court is limited.

10.2. Class Action Waiver. YOU AND ALIGN FURTHER AGREE THAT EACH OF YOU MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. The arbitrator may not consolidate or join more than one person’s claim and may not preside over any consolidated, representative or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive or declaratory relief) only on an individual basis and may not award any form of consolidated, representative or class-wide relief. Notwithstanding any provision in these terms to the contrary, if the class-action waiver in this provision is deemed invalid or unenforceable, or if an arbitration is allowed to proceed on a class basis, then neither you nor Align are entitled to arbitrate the Claims. This arbitration provision is subject to the Federal Arbitration Act. The arbitrator’s award shall be binding on you and Align, and may be entered in any court of competent jurisdiction.

10.3. Exceptions. This **Section 10** does not apply if: (a) a Claim may be brought in small claims court or (b) for claims involving intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights). You (and Align) can seek to have a Claim resolved in small claims court if all the requirements of the small claims court can be met. Either of us may seek to have a Claim resolved in small claims court in your county of residence or in the Superior Court of California, County of Santa Clara.

10.4. Arbitration Fees. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA’s initial filing fee but Align will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeded the fee for filing a complaint in a federal or state court in your county of residence or in Santa Clara County, California. Align will not seek to recover the administration and arbitrator fees we are responsible for paying under the AAA Rules or this Agreement, unless the arbitrator finds that either the



substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

10.5. Changes. Notwithstanding any provision in this Agreement to the contrary, you agree that, if Align seeks to delete or materially modify the arbitration provisions described in this **Section 10**, any such deletion or modification will not apply to any individual Claim of which you have notified us of prior to such modification.

10.6. Jurisdiction. If this **Section 10** is determined to be invalid, unenforceable or inapplicable to a given Claim, then you agree that the Claim must be brought exclusively in a federal court of competent jurisdiction in the Northern District of California or in a state court in Santa Clara County, California. You hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

10.7. Your 30-Day Right to Opt Out: You have the right to opt out (e.g. tell us you do not agree) to arbitration by sending a written notice of your decision to opt out to the following address: invisaligncare@aligntech.com; provided that, (a) with respect to Claims related to the Site, such notice must be postmarked on or before the 30th day after the date you first visited the Site, and (b) with respect to Claims related to the Align Products, such notice must be postmarked on or before the 30th day after the date you purchase such Product. Your notice should include your full name, your current postal address, telephone number and email address. If you timely send a notice in compliance with this **Section 10.7**, the agreement to arbitrate will not apply to either you or Align. If you do not timely send an opt-out notice, then you agree to arbitrate.

11. ADVERSITING AND PROMOTIONAL MESSAGING. We may communicate to you about other Align services, products, or promotions. Additional terms, conditions, and fees may apply. You acknowledge and agree that any interaction, transaction or agreement you have with third parties because of the advertising and promotional messages displayed to you are entirely between you and such third parties. Align is not responsible or liable for any claims, damages, losses or injuries arising from your interactions with such third parties.

12. PRIVACY; DATA USE. Align is the controller of the personal information it processes about you when you use the Site or Products. You acknowledge that Align will process any personal information you provide in accordance with our [Privacy Policy](#) when you use the Site, Products, or when you interact with us.

13. WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR USE OF THE SITE AND PRODUCTS ARE AT YOUR OWN RISK AND PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ALIGN DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE SITE OR PRODUCTS



WILL BE: (I) UNINTERRUPTED, SECURE, VIRUS-FREE OR ERROR-FREE, OR (II) FREE FROM ATTACK OR SECURITY INTRUSION; THE QUALITY OF ANY PRODUCTS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO **60 DAYS** FROM THE DATE OF PURCHASE OR DELIVERY OF THE PRODUCTS, WHICHEVER IS SOONER.

14. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL OUR AFFILIATES OR WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR INABILITY TO USE, THE SITE OR PRODUCTS. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL OUR AFFILIATES OR WE BE LIABLE FOR ANY DAMAGES EXCEEDING ANY AMOUNTS PAID BY YOU ARISING OUT OF YOUR USE OF THE SITE OR PRODUCTS. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES TO THE EXTENT INDICATED ABOVE, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

15. INDEMNIFICATION. You agree to defend, indemnify, and hold us, our affiliates, subsidiaries, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors harmless from all liabilities, claims, and expenses (including reasonable attorneys' fees) that arise out of or are related to your violation of this Agreement, your use or misuse of the Site, your misuse of the Products, or your violation of any third-party rights.

16. OUR RIGHT TO TERMINATE THIS CONTRACT. We may at our sole discretion and without notice, restrict, deny, or terminate this Agreement, or suspend the Site or Products, effective immediately in whole or in part, if we determine that you have violated this Agreement or we reasonably believe there is fraud, misuse, a security concern, illegal activity or unauthorized access issues, or termination of this Agreement is required to protect the public interest, to comply with applicable Align policy, if you no longer agree to receive electronic communications, or if your use of the Site conflicts with our interests.

17. OTHER IMPORTANT TERMS

17.1. Language. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. In the event of a dispute the parties confirm that they have requested that this Agreement and all related documents be drafted in English.



17.2. Entire Agreement; Severability; Assignment. This Agreement, including the Supplemental Terms below, is the entire agreement between you and Align regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You may not assign or transfer this Agreement to anyone without written approval of Align. However, Align may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by Align or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Align via our Consumer Support Team at www.invisalignaccessories.com/contact-us or via email at invisaligncare@aligntech.com.

18. SUPPLEMENTAL TERMS FOR THIRD PARTY PRODUCTS OR SERVICES.

18.1. Certain Products manufactured or distributed by third parties ("**Third Party Products**") may be offered on the Site. Your choice to purchase any Third Party Products and Services is at your sole discretion, and all payment, delivery, and any other terms, conditions, warranties, or representations associated with any Third Party Products are solely between you and the third party provider. You acknowledge and agree that Align is not responsible or liable for any loss or damage as the result of any Third Party Products.

[END OF TERMS OF SALE]

Align and Invisalign, among others, are trademarks and/or service marks of Align Technology, Inc. or one of its subsidiaries or affiliated companies and may be registered in the U.S. and/or other countries