

## Smiles360 Dental Discount Club

### Terms and Conditions

**Initial Registration:** By joining a plan, you are authorizing Mortenson Dental Partners and its affiliates (“Company”) to process your credit card, if you so choose, for the plan you have selected. By joining you indicate you have read the terms and conditions of the plan.

**Termination Conditions:** Company reserves the right to terminate plan members from its plan for any reason. If Company terminates the plan or your membership, you will receive a pro-rata refund of your membership fees, less the value of any services rendered to member prior to cancellation, less any processing fees, if applicable.

**Cancellation Conditions:** You have the right to cancel within the first 60 days after receipt of membership materials and receive a full refund, less the value of any services rendered to member prior to cancellation, less any processing fees, if applicable. Refunds shall be made by the company in a reasonable amount of time, but no later than 30 days after receiving a cancellation notice. Please send a cancellation letter and a request for refund with your name and primary contact number to Plan Administrator, P.O. Box 436869, Louisville, KY 40253 or contact the office that processed your Enrollment.

**Renewal:** This plan shall continue for a period of twelve (12) months from the effective date. Prior to the completion of the period, you shall have the opportunity to renew your benefits for an additional 12-month period.

**Description of Services:** Please see the enclosed materials for a specific description of the programs included in your plan.

**Plan Changes:** You may turn any single plan into a dual or family plan, and any dual plan into a family plan, at any point during your plan year by paying the difference between the plan costs. No plans will be turned from a family plan to a dual or single plan, nor any dual plan changed to a single plan, for any reason except death after 60 days. No members may be substituted on any dual or family plan unless the member has used no services and the change occurs less than 60 days after initial enrollment.

**Limitations, Exclusions & Exceptions:** This plan is a discount membership program offered by Company. Company is not a licensed-insurer, health maintenance organization, or other underwriter of health care services. No portion of any provider’s fees will be reimbursed or otherwise paid by Company. Company is not licensed to provide and do not provide medical services or items to individuals. You will receive discounts for services at certain health care providers who have contracted with the plan. The discounts you will receive shall be for services provided while you are a member of the plan. You are obligated to pay for all health care services at the time of service. Savings are based upon the provider’s normal fees. Actual savings may vary depending upon location and specific services purchased. Please verify such services with each individual provider. The plan’s discounts may not be used in conjunction with any other discount plan or insurance. All listed or quoted prices are current prices by participating providers and subject to change without notice. Any procedures performed by a non-participating provider are not discounted. From time to time, certain providers may offer services to the general public at prices lower than the discounted prices available through this plan. In such an event, members will be charged the lowest price. Discounts on professional services are not available where prohibited by law. This plan does not discount all procedures. Providers are subject to change without notice. It is the member’s responsibility to verify that the provider participates in the plan. At any time, Company may substitute a provider network at its sole discretion. Company cannot guarantee the continued participation of the provider. If the provider leaves the plan, you will need to select another provider. Providers contracted by Company are solely responsible for the professional advice and treatment rendered to members and Company disclaims any liability with respect to such matters.

**Complaint Procedure:** If you would like to file a complaint regarding your plan membership, you must submit your complaint in writing to: Plan Administrator, P.O. Box 436869, Louisville, KY 40253. You have the right to request an appeal if you are dissatisfied with the complaint resolution. After completing the complaint resolution process, if you remain dissatisfied you may contact your state insurance department.