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- violate or solicit the violation of any applicable local, state, national or international law or regulation;
- violate the rights of any third party, including but not limited to intellectual property rights, contractual rights, and privacy or publicity rights;
- interfere with or disrupt the Website, computer servers or boards accessible through the Website;
- intentionally seek information on, obtain copies of or modify files or other data or passwords belonging to other users without permission; or harvest user names, e-mail addresses or other personal information for any purpose;
- impersonate any person, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; use racially, ethnically, or otherwise offensive language; or discuss or incite illegal activity; or use explicit/obscene language or solicit/post sexually explicit/Publishing Images (actual or simulated);
- promote information that you know to be false or misleading or that promotes or facilitates illegal activities, piracy, or conduct that is abusive, threatening, obscene, defamatory or libelous;
- engage in or facilitate the transmission of unsolicited mass mailing or spamming.

If you do use the Website to commit any of the above, Exact may, at its sole discretion, terminate your ability to use the Website and prosecute you fully allowed by law

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11. INDEMNITY

You agree to indemnify and hold Exact, and the Released Parties, harmless from any costs, damages, expenses and liability, including reasonable attorneys' fees, arising out of or related to your use of the Website or Website content, your violation of these Terms of Use, or your violation of any rights of another person or entity.

12. NOTICES

Notices to you may be made via e-mail. Exact may also provide notices of changes to these Terms of Use or the Website by displaying notices or links to notices to you generally on the Website.

13. LEGAL DISPUTES

These Terms of Use and your relationship with Exact shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Exact agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, USA.

14. MODIFICATION OF AGREEMENT

We may amend these Terms of Use at any time by posting the amended terms on the Website and you are responsible for regularly reviewing these Terms of Use. All amendments shall automatically be effective 30 days after they are initially posted on the Website. Your use of the Website following the effective date of any modifications shall constitute your binding acceptance of those modifications.

15. GENERAL

These Terms of Use constitutes the entire agreement between you and Exact with respect to the Website and supersedes all prior agreements and understandings between you and Exact. Exacts failure to enforce any provision of these Terms of Use will not be construed as a waiver of any provision or

right. In the event that a portion of these Terms of Use is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. Sections 1, 2, 3, 4, 6, 8, 9, 10, 11, 13 and 15 of these Terms of Use shall survive any termination of the Terms of Use.

16. Invoicing and Payment

16.1 For registered customers of the site, Exact will generate invoices for 3D plans (“Plans”) that have been approved or are deemed approved as per sub section D below, during a given calendar month and distribute them via email.

16.2 If further tooth movement is needed or if clinical results have deviated to such an extent that the aligners no longer fit, a Refinement (mid-course correction) may be necessary. eXceed ALi Plans include 1 (one) Refinement provided it is received within the Treatment Expiration Date. Commencing on the date of the order, Treatment Expiration Date is calculated by the highest number of aligners per arch, times two weeks, plus two months.

16.3 Aligners are counted as combination of singles (e.g. – 20 aligners can be 10 Upper and 10 Lower, 20 Upper and zero Lower, 20 Lower and zero Upper).

16.4 All prices are subject to change following a 30-days written notice.

16.5 Plans which have not been approved or revised within 30 days from posting of their most recent version, shall be deemed as approved become invoiceable in full.

16.6 All plans which have been cancelled during the processing stage will bear the following fees:

Stage when order is Cancelled	% of prices charged
Before “Plan in Process” stage	0
After “Plan in Process” stage	100

16.7 Exact Invest shall issue an invoice until the 5th day of every month for all orders which have become invoiceable in the previous month. All invoices shall be paid within 7 days from the invoice date through.