

**RETAIN ORTHO, LLC  
TERMS OF USE AND  
CONDITIONS OF  
SALE AND SUBSCRIPTION**

This Retain Ortho, LLC Terms of Use and Conditions of Sale and Subscription Agreement (“Agreement”) is made by and between Retain Ortho, LLC (“Retain Ortho,” “we,” “us,” or “our”), having a principal place of business in Minnesota, USA, and you (“you,” “your,” or “user”). This Agreement contains the terms and conditions that govern your use of any website or application, or any part of a website or application, and any purchase of products or services including subscriptions sold through such website or application that displays, links, or refers to this Agreement (such websites referred to herein collectively and individually as “our website,” and collectively such website or application and any product or services including, without limitation, subscription services offered on them being the “Services”).

BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH THE SERVICES OR ANY PART THEREOF, YOU AGREE, ON YOUR OWN BEHALF PERSONALLY, AND ON BEHALF OF ANY INDIVIDUAL OR ENTITY FOR WHICH YOU ARE AN AGENT OR YOU APPEAR TO REPRESENT, THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THE SERVICES.

RETAIN ORTHO RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN RETAIN ORTHO’S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THE SERVICES OR PURCHASE OF SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE “TERMS OF USE” HYPER-LINK LOCATED ON OUR WEBSITE.

**IMPORTANT NOTICE:** THIS AGREEMENT CONTAINS A BINDING ARBITRATION AND CLASS ACTION WAIVER THAT MAY AFFECT YOUR LEGAL RIGHTS. PLEASE REVIEW CAREFULLY AS YOU ARE BOUND BY ITS TERMS WHEN YOU AGREE TO THIS AGREEMENT.

**TERMS OF USE**

**1. ACCESS TO THE SERVICES**

To access the Services, including contacting Retain Ortho or purchasing or subscribing to certain Services, you may be asked to provide certain registration details or other information such as your name, e-mail address, and other credentials including setting up a password. It is a condition of your use of the Services that all the information you provide in relation to the

Services will be correct, current, and complete. If Retain Ortho believes the information you provide is not correct, current, or complete, Retain Ortho has the right to refuse you access to the Services or any of its resources, and to block, terminate, or suspend your access and subscription at any time. All information collected via our website shall be used and stored in a manner consistent with our Privacy Policy.

Our website and the Services are intended for individuals 18 years of age and above, including guardians acting on behalf of minor children. If you are under the age of 18, you may not access or use the services without the consent of your parent or guardian.

Like most websites, our website is accessible worldwide. However, our website and the Services as a whole are intended only for customers located in the United States of America and you warrant that you are located in the United States of America.

## **2. RESTRICTIONS ON USE**

You may use the Services only for purposes expressly permitted by this Agreement, which is to sign up to purchase Retain Ortho Services and to use those Services, which generally are explained on our website's "about" page. As a condition of your use of the Services, you warrant to Retain Ortho that you will not use the Services for any purpose that is unlawful or prohibited by any part of this Agreement. For example, and without limitation, you may not (and may not authorize any party to) co-brand the Services. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to violate the restrictions set forth in Section 4 of this Terms of Use, including without limitation the right copy, display, publish, perform, or distribute the Services or Content. You agree to cooperate with Retain Ortho in causing any unauthorized co-branding or framing immediately to cease. You may not connect "deep links" to our website, i.e., create links to the Services that bypass the home page or other parts of the Services without the prior written permission of Retain Ortho.

In addition, you may not use the Services in any manner which could disable, overburden, damage, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials, Content, or information through any means not intentionally made available or provided to you, including without limitation exceed the limitations of access granted to you, through the Services. You may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of the Services without our express prior written permission. You may not attempt to probe, scan or test the vulnerability of the Services or any system to which it is connected or attempt to breach any security measures.

## **3. PROPRIETARY INFORMATION**

The material and content accessible from the Services, and any other website owned, operated, licensed, or otherwise controlled by Retain Ortho, including without limitation any text, photos,

videos, graphics, images, audio, scripts, software, markup language, or other content whether perceptible or not to a human (whether displayed, downloadable or otherwise) (collectively the “Content”) is the proprietary information of Retain Ortho or the party that provided or licensed the Content to Retain Ortho, whereby Retain Ortho and its licensors retain all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, displayed, performed, licensed, modified, or transmitted in any way without the prior written consent of Retain Ortho. Neither title nor intellectual property rights in and to the Services or the Content are transferred to you by your access to, subscription to, or use of the Services except as expressly set forth in this Agreement.

#### **4. ADDITIONAL USE LIMITATION**

You may not modify, translate, decompile, disassemble, reverse engineer, alter, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, Content, software, products, or Services obtained from or otherwise connected to the Services. Modification or use of the Services or its Content except as expressly provided in this Agreement violates Retain Ortho’s intellectual property rights and/or the intellectual property rights of its licensors.

#### **5. HYPER-LINKS**

The Services may be hyper-linked to other websites which are not maintained by, or related to, Retain Ortho and may contain information about products or services that are not related to or endorsed by Retain Ortho. Hyper-links to such websites and information are provided as a service to you and are not sponsored by or affiliated with the Services or Retain Ortho. Retain Ortho may not have reviewed any or all of such websites and information and is not responsible for the content of those websites or the descriptions of their products and services. Retain Ortho is not responsible for webcasting, embedded media, or any other form of transmission or stream received from any hyper-linked website. Hyper-links are to be accessed at your own risk and information contained therein is relied upon at your own risk, and Retain Ortho makes no representations or warranties about the content, completeness, or accuracy of these hyper-links or the websites hyper-linked to the Services or the information regarding or relating to their products and services. Retain Ortho provides hyper-links as a convenience, and the inclusion of any hyper-link to a third-party website or information does not necessarily imply endorsement by Retain Ortho of that website, its owner, or products or services, or any association with its content or operators.

## **6. FEEDBACK**

You hereby grant to Retain Ortho the royalty-free, perpetual, irrevocable, worldwide, sublicensable through multiple levels, transferrable, non-exclusive right and license to use, reproduce, make, modify, adapt, publish, translate, broadcast, create derivative works from, distribute, offer to sell, sell, import, perform, and display all feedback, suggestions, ideas, or other improvements to, or reviews of, the Services or the Content you provide to Retain Ortho related to Retain Ortho or the Services (collectively “Feedback”), and to incorporate any Feedback, in whole or in part or modified as Retain Ortho sees fit, in other works, products, or services in any form, media, or technology now known or later developed. Retain Ortho will not be required under this Agreement to treat any Feedback as confidential, and may use any Feedback to the full extent of its license without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Retain Ortho products, services, or other business operations.

## **7. INFORMATION ON THIS WEBSITE IS NOT PROFESSIONAL ADVICE**

All data, information, text, graphics, links, and other material on this website and information contained on or in any product packaging or labels (collectively, the “Informational Content”) is for general informational and educational purposes only; it is not intended to serve as dental, orthodontic, or other professional health advice and is not to be used for diagnosis or treatment of any condition or symptom. Informational Content does not constitute the provision or practice of dentistry or professional health care advice or service; use of the Services does not create a doctor-patient relationship with Retain Ortho.

You should consult a dentist, orthodontist or other qualified health care provider regarding any specific questions you may have relating to your dental care or any dental or medical issues you are experiencing or about which you have questions. Informational Content does not cover all orthodontic or dental treatments and conditions and is not intended to replace the advice of an orthodontist, dentist, or other medical professional.

## **8. NO WARRANTIES**

You understand that Retain Ortho cannot and does not guarantee or warrant that the website or Services, or any other files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements and for maintaining a means external to the Services for any reconstruction of any lost data. Retain Ortho does not assume any responsibility or risk for your use of the Services, its Content, or the Internet.

All Services subscriptions and product sales are also subject to the Conditions of Sale and Subscription as set forth in this Agreement.

USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. RETAIN ORTHO DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. RETAIN ORTHO DOES NOT WARRANT THAT THE SERVICES OR CONTENT WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, CONTENT, OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. RETAIN ORTHO DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES INCLUDING WITHOUT LIMITATION THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE SERVICES INCLUDING WITHOUT LIMITATION THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND RETAIN ORTHO MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME.

## **9. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT ALLOWED BY LAW, RETAIN ORTHO, LLC, ITS SUBSIDIARIES, AFFILIATES, PARENT COMPANY, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OWNERS, AND DIRECTORS (THE “RETAIN ORTHO PARTIES”) WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, LOSS OF BUSINESS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF RETAIN ORTHO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN RELATION TO OR REGARDING THE SERVICES INCLUDING WITHOUT LIMITATION THE CONTENT. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE RETAIN ORTHO PARTIES TO YOU (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU PAID TO RETAIN

ORTHO FOR SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY, OR THE MINIMUM ALLOWED BY LAW, WHICHEVER IS GREATER.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES TO PERSONAL OR PROPERTY DAMAGE, OR DAMAGES CAUSED BY THE NEGLIGENT OR WILLFUL ACTIONS OF THE RETAIN ORTHO PARTIES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU AGREE THAT, UNLESS SUCH A LIMIT IS PROHIBITED BY APPLICABLE LAW, YOU CANNOT FILE A CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES INCLUDING WITHOUT LIMITATION ITS CONTENT MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

## **10. ADDITIONAL GOVERNING TERMS AND CONDITIONS**

Services may contain additional disclosures, terms and conditions or other legal terms that apply to the products and services being offered on our website. Wherever the Services present additional terms and conditions, disclosures, or other agreements, you are also bound by those additional terms and, where in specific conflict with the terms and conditions of this Agreement, those additional terms shall control over the terms in this Agreement.

## **11. TERMINATION OR RESTRICTION OF ACCESS**

Retain Ortho reserves the right, in its sole discretion, to terminate your access to any or all of our websites or the Services, or to any portion thereof at any time, without notice, except Retain Ortho shall not terminate your subscription access and use of the subscribed-to Services except as set forth in the Conditions of Sale and Subscription.

## **12. INDEMNITY**

You will defend, indemnify, and hold the Retain Ortho Parties (the “Indemnified Parties”) harmless against any and all loss, injury, death, damage, liability, deficiency, judgment, settlement, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “Losses”) arising out of or related to any claim, action, demand, suit, or proceeding of any kind (whether before a court, arbitrator, or otherwise) relating to or arising out of: (i) breach of this Agreement by you, including any use of the Services or Content other than as expressly authorized in this Agreement; (ii) your use of the Services or its Content; (iii) your violation of any law; or (iv) any Content or Feedback provided by you.

### **13. TRADEMARKS AND COPYRIGHTS**

Trademarks, service marks, logos, and copyrighted works appearing in the Services are the property of Retain Ortho or the party that provided the trademarks, services marks, logos, and copyrighted works to Retain Ortho. Retain Ortho and any party that provided trademarks, service marks, logos, and copyrighted works to Retain Ortho retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Services.

All Content is: Copyright © 2024 Retain Ortho, LLC, all rights reserved, unless otherwise noted.

The Digital Millennium Copyright Act (the “DMCA”) provides remedies for copyright holders who believe in good faith that material appearing on the Internet infringes their rights under copyright law. If you believe in good faith that content or material on this website infringes a valid copyright owned by you, you (or your agent) may send Retain Ortho a notice requesting that the material be removed, or access to it blocked. This request should be sent to us at [info@iloveretain.com](mailto:info@iloveretain.com).

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the website should be sent to the address above.

### **14. SECURITY**

Any passwords used for the Services including, without limitation, any customer account registrations used in relation to purchasing Services are for individual use only. You will be responsible for the security of your password (if any). Retain Ortho will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Retain Ortho considers insecure, Retain Ortho will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any Services to compromise our security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security related to our Services,

Retain Ortho reserves the right to release your details to system administrators at other websites in order to assist them in resolving security incidents. Retain Ortho reserves the right to investigate suspected violations of this Agreement.

Without limiting Retain Ortho's right to use data related to you as set forth in its Privacy Policy, Retain Ortho may use and disclose information related to you in special instances when we have reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with our rights or property, other Services users, or anyone else. Retain Ortho may disclose your information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend Retain Ortho's legal rights, to protect your vital interests or those of any other third party, and when Retain Ortho otherwise believes in good faith that any applicable law requires it.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS RETAIN ORTHO FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY RETAIN ORTHO DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER RETAIN ORTHO OR LAW ENFORCEMENT AUTHORITIES.

You recognize and agree that when submitting your personally identifiable information to Retain Ortho, while Retain Ortho may have safeguards in place to prevent unauthorized access or interception, there is no absolute guarantee of security. IN THE UNLIKELY EVENT OF AN INTERCEPTION OR UNAUTHORIZED ACCESS DESPITE OUR EFFORTS, RETAIN ORTHO SHALL NOT BE RESPONSIBLE FOR SUCH INTERCEPTIONS OR UNAUTHORIZED ACCESS. RETAIN ORTHO DOES NOT WARRANT, EITHER EXPRESSLY OR IMPLIEDLY, THAT THE INFORMATION PROVIDED BY ANY CUSTOMER SHALL BE FREE FROM INTERCEPTION OR UNAUTHORIZED ACCESS.



**15. THIRD PARTY APP STORE REQUIRED ADDITIONAL TERMS**

This Agreement is between you and Retain Ortho, not any other entity such as without limitation Google, Inc., Apple, Inc., or Amazon.com, Inc., or any other third party through which you obtain any mobile application or the Service (collectively and individually “Third Party App Stores”). As to any application downloaded from Apple’s app store, in the event of any conflict between any application usage rules set forth in this Agreement that are in conflict with the Apple Media Services Terms and Conditions, the Apple Media Services Terms and Conditions shall control and apply. In no event shall any Third Party App Store be obligated to provide maintenance or support of the Service, provide any warranty granted in this Agreement, or provide any indemnity for Intellectual Property violations of by the Service. You are bound by any applicable terms set forth in relation to any such Third Party App Stores. As to an app downloaded from Apple’s app store, the right to use the application granted in this Agreement is only to use the application on the Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the application may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing. In the event of any failure of the Service to comply with any warranty as set forth herein, where that Service was purchased through Apple, Inc., you may contact Apple, Inc. for a refund of the purchase price paid through Apple, Inc., if any. To the maximum extent permitted by applicable law, no Third Party App Store will have any other warranty obligation whatsoever with respect to any application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty Retain Ortho’s sole responsibility. You must contact us and not any Third Party App Stores, regarding any product liability claims, claims that the Service fail to conform to any applicable legal or regulatory requirement, or any claims arising under any consumer protection, privacy, or similar legislation. As between Retain Ortho and any Third Party App Store, Retain Ortho and not the Third Party App Store is responsible for addressing any claims by you or any third party relating to the application or your possession and/or use of the application, including, but not limited to: (i) product liability claims; (ii) any claim that the application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the application’s use of the HealthKit and HomeKit frameworks, if applicable. This Agreement does not limit our liability to you beyond what is permitted by applicable law. In the event of any third party claim that the application or your possession and use of the application infringes that third party’s intellectual property rights, as between the Retain Ortho and Apple, Retain Ortho, not Apple, will be solely responsible, for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, provided that this allocation of responsibility does not alter the terms and conditions of this Agreement including without limitation its disclaimers and liability limits. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must comply with any applicable third party terms of agreement when using the application, e.g., your wireless data service agreement when using the application. Third Party App Stores and their subsidiaries shall be third party beneficiaries to this Agreement and shall have the right to enforce this Agreement against you.

If you have any questions, complaints, or claims with respect to the application, you may contact us at: [info@iloveretain.com](mailto:info@iloveretain.com)

## **16. MISCELLANEOUS**

The laws of the State of Minnesota shall apply to this Agreement, without regard to any conflict of laws provisions. The 1980 United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods, and the Uniform Computer Information Transactions Act, and any implementations thereof in various jurisdictions and any subsequent revisions thereto, shall not apply to this Agreement.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICES INCLUDING WITHOUT LIMITATION THE CONTENT (A "DISPUTE") SHALL BE SETTLED BY ARBITRATION UNDER THE RULES PROVIDED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA), AND YOU HEREBY WAIVE ANY RIGHT YOU MAY OTHERWISE HAVE TO A JURY TRIAL. A SINGLE ARBITRATOR SHALL PRESIDE OVER ANY ARBITRATION, AND SUCH ARBITRATOR SHALL, IN HIS OR HER SOLE DISCRETION, DETERMINE THE ARBITRABILITY OF ANY ALLEGED DISPUTE. ANY ARBITRATION SHALL BE CONDUCTED IN MINNEAPOLIS, MINNESOTA. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT WILL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. JUDGMENT ON AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY STATE OR FEDERAL COURT WITHIN OR WITHOUT THE STATE OF MINNESOTA.

Notwithstanding the foregoing, in lieu of or addition to any other remedies available to Retain Ortho, Retain Ortho may seek injunctive or other relief, including without limitation a suit for money damages, in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of Retain Ortho's or any third party's intellectual property or proprietary rights. You hereby irrevocably consent to non-exclusive jurisdiction and venue of the State and Federal courts of the State of Minnesota with respect to any such injunctive or other relief. You further acknowledge that Retain Ortho's rights in its intellectual property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

Retain Ortho may assign or otherwise convey any of its rights and obligations under this Agreement, but you may not. All of the terms and conditions of this Agreement shall inure and be binding upon any party's permitted successors and assigns.

If any part of this Agreement is unlawful, void, or unenforceable, that part shall be modified by the arbitrator or, where an action in court is allowed as stated in this Section of the Agreement, court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and will not affect the validity and enforceability of any remaining provisions.

This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the user and Retain Ortho with respect to the Services. Notwithstanding the foregoing, any additional terms and conditions presented in the Services will additionally govern the items to which they pertain.

The failure by Retain Ortho at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy, or option or in any way affect the validity of this Agreement. The waiver of any default by us will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

Retain Ortho may revise this Agreement at any time by updating this posting.

#### **CONDITIONS OF SALE AND SUBSCRIPTION**

**All Services, including without limitation any Services subscriptions and sale of products are also subject to the terms of these Conditions of Sale and Subscription. Any purported change submitted by a purchaser in any additional documentation is hereby expressly rejected. These Conditions of Sale and Subscription are in addition to any terms and conditions provided by any third party payment processor and in addition to the Terms of Use set forth above.**

- 1. Subscriptions.** You may purchase subscription services through our website.
- 2. Payment Methods.** Payments for subscription Services are made through a third party payment vendor, such as Stripe. You must add one or more payment methods to the third party payment vendor system to allow for charges related to your purchases. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MECHANISMS USED IN CONNECTION WITH ANY PURCHASE.**
- 3. Additional Terms at Checkout.** All orders are subject to any additional terms presented to you at checkout. You are bound by these additional terms, which might include information such as, and without limitation, checkout confirmation, sales tax information, email order details, and customer service information. Where in conflict, any term set forth in at checkout shall supersede and control over the terms set forth in this Agreement. All such terms presented at checkout are incorporated into this Agreement by reference.

4. **Shipment and Delivery.** Delivery and/or shipment dates provided in connection with any orders are estimates only and do not represent fixed or guaranteed delivery dates. We cannot guarantee or ensure that any shipment can be made by any specific time or date. Fees for shipment, if any, will be displayed prior to completing your purchase at checkout.
5. **Electronic Communication.** When you subscribe to subscription Services, you are required to provide valid contact information that we may use to communicate with you regarding the status of your Services subscription and to provide you with any other notices, disclosures or other communications relating to your account. You agree that Retain Ortho will not be responsible for any damage you incur, or information you do not receive, as a result of your failure to provide and maintain valid contact information or as a result of any failure of your email system, spam filters, or other impediments to your receipt of our communications outside of the reasonable control of Retain Ortho.
6. **Pricing Information.** Retain Ortho tries to provide current and accurate information relating to the Services and Services subscription fees, which are reflected in the prices shown on our website or otherwise within the Services, particularly on the “Pricing” page of our website. All prices are in U.S. dollars.
7. **Subscription Services.** When you purchase a Services subscription, you will be able designate the frequency of deliveries for specific products, as well as the pre-paid period of the overall subscription. At the expiration of the pre-paid period of your Services subscription, your Services subscription will automatically renew at the frequency referenced on your subscription page and you will be charged applicable subscription and delivery fees until you cancel your subscription or we terminate it. Retain Ortho may terminate all or any part of your Services subscription immediately without notice and at any time, without penalty or any right of any subscription fee refunds, if you breach any term of this Agreement. In addition, Retain Ortho may terminate the Services subscription immediately without notice at any time in its sole discretion and without cause either at the end of your then-current subscription period or, if such termination occurs prior to the end of your then-current subscription period, then Retain Ortho will refund to you a pro-rated amount of your pre-paid subscription fee in an amount equal to your remaining, unused subscription period. You may cancel your Services subscription at any time, but pre-paid amounts will not be refunded.
8. **Changes to Subscription Services.** Information, terms, and conditions relating to Services subscription including, without limitation, the fees are subject to change without notice provided that material changes to the Agreement or changes in fees will not take effect as to your Services subscription until your next subscription renewal. Failure by you to cancel your subscription after such changes and prior to your auto-renewal will constitute an acceptance of any such changes.

9. **Material Errors in Pricing.** In the event we discover a material error in pricing, we will notify you of the corrected version, and you may choose to accept the corrected version, or cancel the Services subscription order to which the error pertains. If you choose to cancel the order, and you have already been charged for a purchase, Retain Ortho will issue a credit to your payment method in the amount of the charge.
10. **Taxes.** Except as otherwise stated, prices shown do not include any federal, state or local taxes, or any other taxes or charges imposed by any government authority, including, without limitation, sales, use, excise, value-added or similar taxes. Where applicable, such taxes and charges may be billed as a separate item and paid by you. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Retain Ortho may charge applicable sales tax unless you have a valid sales tax exemption certificate on file with Retain Ortho. Retain Ortho will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you provide a certificate that is not accepted for any reason by any governmental or regulatory authority, and Retain Ortho is required to pay tax on your purchase, you will reimburse Retain Ortho for the amount of such tax, and Retain Ortho's reasonable expenses incurred in connection with the payment and collection of such tax.
11. **Export Compliance.** The Retain Ortho Services are for United States use only. You agree to comply with all applicable export control laws, restrictions, regulations and orders of the United States or applicable foreign agencies or authorities. You shall not, directly or indirectly, sell, export, transfer, transship, assign, use, or dispose of Services in a manner which may result in any non-compliance with applicable export control laws, restrictions, regulations, and orders of the United States or applicable foreign agencies or authorities. You are responsible for obtaining any license or other official authorizations that may be required to export, re-export or import Services. Diversion contrary to U.S. law is prohibited.
12. **Return Policy.** ALL SALES ARE FINAL. RETAIN ORTHO DOES NOT REFUND SUBSCRIPTION FEES ONCE PAID EVEN IF YOU CANCEL YOUR SUBSCRIPTION SERVICES PRIOR TO PRODUCT DELIVERY, DURING YOUR SUBSCRIPTION, OR PRIOR TO YOUR AUTO-RENEWAL DATE.
13. **Force Majeure.** Retain Ortho will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, pandemics including without limitation COVID-19, quarantine restrictions, riots, or war (collectively "Force Majeure Events"). Retain Ortho's time for delivery or performance will be extended by the period of such delay due to Force Majeure Events, or Retain Ortho may, at its option, cancel any subscription

or remaining part thereof, without liability, by giving notice to you upon or during the occurrence of Force Majeure Events.

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