



MEMBER TERMS AND CONDITIONS

Smile Care Savings Plan is a licensed Dental Savings Plan offered by Ascension Dental Partners LLC, a Texas limited liability company ("Company").
Smile Care Savings Plan IS NOT AN INSURANCE OR MANAGED CARE PRODUCT.

DEFINITIONS

- A. Agreement:** The complete Smile Care Savings Plan membership contract between Company and the Smile Care Savings Plan member, consisting of the Member Application, Member Terms and Conditions, Membership Identification Card, and Savings Schedule.
- B. Plan:** Dental savings plan offered by Company whereby a participating provider renders discounted dental services to a plan member, then charges and collects from the member as payment in full. These Member Terms and Conditions shall apply to all dental service plan levels offered by Company.
- C. Member:** An individual or an eligible dependent enrolled in Plan. Plan shall only cover those individuals and eligible dependents who are enrolled in the Plan at the time of service.
- D. Provider:** A contracted licensed dental services provider participating in Plan by rendering dental services to Member(s).
- E. Membership Fees:** Annual fees payable to Company upon enrollment in Plan or upon renewal of Plan term.
- F. Effective Date:** The Effective Date of the Agreement is the date that the completed Member Application and payment for Membership Fees are rendered to Company or to a participating Provider by a prospective Member.
- G. Savings Schedule:** The schedule of applicable fees to be charged to Members for dental services rendered under the Plan, as published on the Smile Care Dental Savings Plan website (www.smilecaresavingsplan.com). Savings Schedule may be amended from time to time by Company in its sole discretion. Members are entitled to a twenty-five percent (25%) discount off Provider's retail usual, customary, and reasonable fees ("Retail UCR") for any procedures that are not listed on the Savings Schedule.
- H. Refund Period:** The thirty (30) day period immediately following enrollment in a Plan during which Members may cancel membership and request a full refund.

Plan Description, Limitations, Exclusions & Exceptions:

Plan is a dental savings plan administered by Company and offered in Provider's offices that are contracted with Plan and online through Plan website. Company is not a licensed insurer, health maintenance organization, or underwriter of health care services. Company is not licensed to provide and does not provide dental services. Members are eligible to receive discounts on dental services according to Plan's Savings Schedule from affiliated Providers who have contracted with Plan. Members are obligated to pay Providers for dental services at the time of service. No portion of any Provider's fees will be reimbursed or otherwise paid by Company. Because some savings are based on a percentage of the individual Provider's Retail UCR, actual savings may vary. Plan may not be used in conjunction with any other savings plan or program. All savings amounts listed on Savings Schedule are current savings offered by Providers and are subject to change. From time to time, Providers may, at their own discretion, offer services or products to the general public at prices lower than the Savings Schedule prices available through Plan membership.

Providers are solely responsible for the services and products received by Members, and Company disclaims any liability with respect to the provision of such services and products. It is Member's responsibility to verify that a dental services provider is participating in Plan and/or specific procedure prior to receiving services. Company cannot guarantee the continued participation of any Provider. Company reserves the right to terminate any Provider's participation in Plan at any time without notice to Members.

Enrollment:

Prospective Members may enroll in Plan using one of the following methods: (i) the prospective Member may be enrolled through his/her Provider's office using the Provider's assigned identification code ("Provider ID"); (ii) the prospective Member may enroll via Company website using a Provider ID of his/her choosing; or (iii) the prospective Member may enroll via Company website without entering a Provider ID.

Members who enroll in Plan using one of the above methods are required to obtain all dental services hereunder from a Provider of their choice that is contracted with Plan (hereinafter, the "Participating Providers"). If such Member is referred by their Provider to a specialist who is also a Participating Provider with Plan, Member shall receive applicable Savings Schedule discounts on dental services rendered by such specialist. If a Participating Provider's participation in Plan is terminated, affected Members shall be given an opportunity to select a new Provider contracted with Plan from the list of Participating Providers; if there are no other Participating Providers offering services in Member's immediate area, Member may request a membership cancellation and refund in accordance with Company's cancellation policy.

Contract Term/Renewal:

By enrolling in Plan and providing your payment information to Company, you (the "Member") are authorizing Company to bill your credit card and/or checking account for the Membership Fees corresponding to the plan level rate (e.g., individual, two individuals, family) that you have selected. Your payment of Membership Fees constitutes your acceptance of these terms and conditions of participation. All Plan memberships are either one (1) year or two (2) year contracts; your initial contract term will begin on the Effective Date and will continue for either twelve (12) or twenty-four (24) months thereafter. Your Plan membership will automatically renew for an additional one-year (1) or two-year (2) term at the end of each contract term, and payment of Membership Fees for the renewal term shall automatically be charged to or drafted from your credit card or bank account. Your Plan membership shall remain in effect unless it is canceled in accordance with the Cancellation Policy below.

Smile Care Savings Plan

816 Congress Ave. Ste. 1620

Austin, TX 78701

Phone: (888) 562-0281

Cancellation Policy:

Company reserves the right to immediately cancel your Plan membership at any time for any reason, including non-payment of Membership Fees. If you wish to cancel your Plan membership, please send a cancellation notice with your name and plan ID number to Ascension Dental Partners via email at member@smilecaresavingsplan.com, or via mail to:

Ascension Dental Partners

816 Congress Ave. Ste. 1620

Austin, TX 78701

Attn: Smile Care Savings Plan

Cancellation of Plan membership shall become effective immediately following approval of your cancellation notice by Company. During the Refund Period, Members shall be eligible to receive a full reimbursement of any Membership Fees that have been paid during the current term if (i) the cancellation request is received within the first thirty (30) days of the current contract term, and (ii) no dental services have been provided to the Member by a Provider contracted with Plan during the Refund Period. Company reserves the right to contact Participating Providers to determine whether dental services have been provided to the Member during the Refund Period.

Member Responsibilities:

The Plan is NOT INSURANCE; rather, it is a dental savings plan. Members make payment directly to Providers for all dental services provided hereunder. Plan savings and Providers are subject to change, and Members may be responsible for related additional services and charges, such as lab fees associated with the dental services received. For an updated list of participating Providers and Savings Schedule prices, you may visit www.smilecaresavingsplan.com or email Member Engagement at member@smilecaresavingsplan.com.

Member is responsible for verifying that his/her dental services Provider is an active participant in Plan prior to receiving dental services. Providers are responsible for the provision of dental services and for informing Members of the Provider's treatment policies. Member is responsible for verifying Plan rates with Provider prior to receiving dental services.

Complaint Procedure:

Complaints regarding your Plan membership should be submitted in writing to Member Services at member@smilecaresavingsplan.com, or:

Ascension Dental Partners

816 Congress Ave. Ste. 1620

Austin, TX 78701

Attn: Smile Care Savings Plan

Disclosures:

1. Smile Care Savings Plan is **NOT INSURANCE**.
2. Smile Care Savings Plan provides savings on certain dental services rendered by a Provider participating in Plan.
3. Members are obligated to pay Providers for all services rendered.
5. Smile Care Savings Plan does not make payments directly to Providers.
6. Smile Care Savings Plan is professionally administered by Ascension Dental Partners, 816 Congress Ave. Ste. 1620, Austin, TX 78701.
7. If Member remains dissatisfied after completing Company's complaint procedure, the Member may contact his/her state insurance department.