



MEMBER TERMS AND CONDITIONS
SWISH SMILE MEMBERSHIP PLAN

Swish Smile Membership Plan is a discount dental membership plan administered by Membersy LLC, a Texas limited liability company ("Company").

1. Plan Summary, Disclosures.

- a. Swish Smile Membership Plan ("Plan") is a discount dental membership plan. Membership in Plan entitles members to discounts for certain identified dental services rendered by participating providers in accordance with the Plan savings schedule. Discounts may vary depending on the type of provider and the service received.
- b. Plan is NOT INSURANCE.
- c. Plan members are obligated to pay providers for all services rendered. Company does not pay providers for services rendered to members.
- d. Neither Company nor Plan are affiliated with or endorsed by any state insurance department.
- e. Plan members may visit Plan website at www.swishsmilemembership.com or contact Company's Member Services department to obtain additional information about the Plan, including an up-to-date list of participating providers and a complete description of reduced rates under the Plan fee schedule.

Mailing address: membersy
811 Barton Springs Road, Suite 750
Austin, TX 78704
Attn: Member Services

Toll-free telephone: (888) 597-8447 (8am-6pm CST, Monday-Friday)

Email: member@swishsmilemembership.com

- f. If Plan member remains dissatisfied after completing the complaint procedure detailed herein, the member may contact his/her state insurance department.
- g. You, the Plan member, may cancel your membership at any time by contacting Member Services to request cancellation as fully set forth in Section 6 below. You will receive a full refund of all fees paid to Company if (i) the cancellation request is received within the first thirty (30) days of the current annual contract term, and (ii) no dental services have been provided under the Plan.

2. Definitions.

- a. **Plan:** A discount dental membership plan offered by Company, pursuant to which participating provider(s) render discounted dental services to Plan members, then charge and collect from the member for such services as payment in full.
- b. **Member:** An individual, family member or dependent enrolled in Plan. Plan shall only cover those individuals, family members and/or dependents who are enrolled in the Plan at the time of service.
- c. **Provider:** A licensed dental services provider participating in Plan by rendering dental services to Members and collecting payment for such services in accordance with the Plan fee schedule.
- d. **Membership Fees:** Annual fees payable to Company upon enrollment in Plan and upon renewal of Plan term. Membership fees may vary from term to term; you will be provided with notice of any changes to membership fees.
- e. **Effective Date:** The date that the Member submits the completed Member Application and applicable Membership Fees to Company. Members shall be entitled to receive Plan discounts from Providers as of the Effective Date.
- f. **Savings Schedule:** The schedule of applicable fees to be charged to Members for dental services rendered under the Plan, as published on the Plan website. Savings Schedule may be amended from time to time by Company in its sole discretion.
- g. **Agreement:** The complete Plan membership contract between Company and the Plan member, consisting of (i) the Member Application, (ii) Member Terms and Conditions, (iii) Membership Identification Card, and (iv) Savings Schedule.

3. Plan Description, Limitations, Exclusions & Exceptions.

- a. Plan is a discount dental membership plan administered by Company and offered in participating dental practices and online through Plan website. Company is not a licensed insurer, health maintenance organization, preferred provider 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 in accordance with the Savings Schedule from any Provider participating in Plan. Members are obligated to pay Providers for dental services at the time of service in accordance with the Provider's payment policies. 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 usual and customary rates, actual savings may vary. Plan may not be used in conjunction with any other membership plan, discount health care program or third-party payor program, including government and private third-party payor programs (e.g., Medicaid, private insurance). 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 discretion, offer services or products to the general public at prices lower than the Savings Schedule prices available through Plan membership.
 - b. 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. 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 prior notice to Members.
4. Enrollment.
 - a. Prospective Members may enroll in Plan through any participating Provider's office or via Plan website.
 - b. Members are eligible to receive discounts on dental services from any participating Provider in accordance with the Savings Schedule. Members may obtain an updated list of Providers at any time by visiting Plan website or by contacting Member Services. If any Provider's participation in Plan is terminated, affected Members shall be given an opportunity to select a new Provider 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 pro-rata refund in accordance with Company's cancellation policy as set forth in Section 6 below.
 - c. Individual Members are eligible to purchase additional memberships for up to nine (9) family members or dependents under their own Plan membership by contacting Member Services or by using the self-service member portal on Plan website. Company shall notify the Member at the time of purchase regarding any changes to Plan pricing and/or renewal date(s) that may result from the addition of new Members to an existing Plan membership.
5. Contract Term/Renewal.
 - a. All Plan memberships are annual contracts; your initial contract term will begin on the Effective Date and will continue for twelve (12) months thereafter. Your Plan membership will automatically renew for an additional one-year term at the end of each annual 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 until it is canceled in accordance with the Cancellation Policy below.
 - b. By enrolling in Plan and providing your payment information to Company, you, the Member, are authorizing Company to bill your credit card or checking account for Membership Fees for the initial term and any renewal term(s) at the plan level rate (e.g., individual, family, etc.) that you have selected.
 - c. Company shall attempt to notify you prior to automatic renewal using the contact information on file with Company. You are responsible for ensuring that your contact information is accurate and up-to-date.
 - d. You may change your method of payment at any time by submitting a request in writing to Member Services or by using the self-service member portal on Plan website.
6. Cancellation Policy.
 - a. Company reserves the right to immediately cancel your Plan membership without prior notice at any time and for any reason, including non-payment of Membership Fees. In the event that Company cancels your Plan membership for any reason other than non-payment of Membership Fees, you shall receive a pro-rata refund of Membership Fees paid to Company within thirty (30) calendar days after the effective date of cancellation.
 - b. If you wish to cancel your Plan membership, please send a cancellation notice with your name and Plan ID number to Member Services via mail or email to the address listed in Section 1 above, or call Member Services via telephone to request cancellation.
 - c. Members shall 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 annual contract term, and (ii) no dental services have been provided to the Member under the Plan during the current term. Company reserves the right to contact Providers to determine whether dental services have been provided to the Member. Written notice of cancellation is deemed given when (i) sent via email to the correct address, or (ii) deposited in a mailbox, properly addressed, and postage prepaid to Company's mailing address above.

7. Member Responsibilities.

- a. Plan is not insurance; rather, it is a discount dental membership plan. Members are required to make payment directly to Providers for all dental services provided hereunder in accordance with the Provider's payment policies. 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 up-to-date list of participating Providers and Savings Schedule prices, you may visit Plan website or email Member Services at any time.
- b. 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.

8. Complaint Procedure.

- a. Complaints regarding your Plan membership must be submitted in writing to Member Services via email or mail to the address listed in Section 1 above. Member Services shall review your complaint and contact you regarding a resolution within five (5) business days.
- b. If you are dissatisfied after completing the complaint procedure detailed above, you may contact your state insurance department. Member Services will provide contact information for your state insurance department upon request.

You, the Member, may cancel this Agreement at any time by contacting Member Services to request cancellation. You will receive a full refund of all Membership Fees if (i) the cancellation request is received within the first thirty (30) days of the current annual contract term, and (ii) no dental services have been provided to you under the Plan.