



MEMBER TERMS AND CONDITIONS
FRESH DENTAL PLAN

Fresh Dental Plan is a discount dental membership plan administered by Membersy LLC ("Company"), located at 816 Congress Avenue, Suite 1620, Austin, Texas 78701.

1. Plan Summary, Disclosures.

- a. Fresh Dental 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.freshdentalplan.com or contact Company's Member Services department to obtain additional information about the Plan, including an up-to-date list of participating providers.

Mailing address:	Membersy 816 Congress Avenue, Suite 1620 Austin, TX 78701 Attn: Member Services
Toll-free telephone:	(888) 315-5295 (8am-6pm CST, Monday-Friday)
Email:	member@freshdentalplan.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. Company: Membersy LLC, a Texas limited liability company.
- b. 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. These Member Terms and Conditions shall apply to all dental service plan products offered by Company.
- c. 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.
- d. 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.
- e. Membership Fees: Annual fees payable to Company upon enrollment in Plan and upon renewal of Plan term.
- f. 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.
- g. 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.
- h. Keep On Smilin' Assurance: Warranty on dental services rendered to active Members, as set forth in the Keep On Smilin' Assurance Terms and Conditions published on Plan website and included as an addendum to these Member Terms and Conditions. Keep On Smilin' Assurance is not an insurance policy.

- i. 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, (iv) Savings Schedule, and (v) Keep On Smilin' Assurance Terms and Conditions.
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 participating Provider who has contracted with Company. 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.
 - c. Active Members in good standing shall be entitled to scheduled maintenance from participating Providers on certain dental treatments as necessary to maintain the treatments in good condition and working order, as fully set forth in the Keep On Smilin' Assurance Terms and Conditions.
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.
- 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.

ADDENDUM TO FRESH DENTAL PLAN
MEMBER TERMS AND CONDITIONS

KEEP ON SMILIN' ASSURANCE™
MAINTENANCE AGREEMENT

Keep On Smilin' Assurance ("KOSA") provides for scheduled maintenance of dental services rendered to active members in good standing (each a "Member") of Fresh Dental Plan ("Plan"). Under KOSA, Member is entitled to receive care and services (hereinafter, "Maintenance") from a dental provider participating in Plan ("Provider") as necessary to maintain certain dental treatments in good condition and working order, subject to the terms and conditions of this KOSA Maintenance Agreement (the "Maintenance Agreement"). Maintenance hereunder will be provided at "Dental Treatment Maintenance Visits" as prescribed by Provider. This is a contract of limited duration that provides for scheduled maintenance only.

1. Member Responsibilities. In order to be eligible for Maintenance hereunder, the Member must fulfill each of the following requirements:
 - a. The Member must maintain good personal dental hygiene as prescribed by Provider;
 - b. The Member must attend all scheduled appointments prescribed by Provider, and
 - c. The Member must maintain his or her Plan membership in good standing by completing all scheduled payments of membership fees; and
 - d. The Member must maintain his or her account with Provider in good standing by completing all scheduled payments for dental services rendered.

2. Eligible Treatments. The following treatments (hereinafter, the "Eligible Treatments") are eligible for Maintenance under KOSA:
 - a. Fillings;
 - b. Crowns;
 - c. Buildups;
 - d. Posts;
 - e. Bridges;
 - f. Inlays;
 - g. Onlays;
 - h. Veneers;
 - i. Dental Implants;
 - j. Abutments;
 - k. Dentures;
 - l. Partial Dentures;
 - m. Sport Mouth Guards;
 - n. Bruxism Guards; and
 - o. Night Guards.

Member is only entitled to receive Maintenance on the Eligible Treatments set forth above. *No other treatments or services are eligible for Maintenance hereunder.*

3. Term. Eligibility for Maintenance hereunder is contingent upon Member's continued enrollment in Plan. Cancellation of Member's Plan membership for any reason will result in immediate cancellation of this Maintenance Agreement and discontinuation of Member's eligibility for Maintenance on any Eligible Treatments rendered during Plan enrollment. Provided that Member maintains continuous enrollment in Plan, any Eligible Treatment rendered under the Plan is eligible for Maintenance for a maximum term of five (5) years following the date upon which the Eligible Treatment was originally performed by Provider.
4. Specific Exclusions. In addition to any other limitations or exclusions listed herein, Members shall not be entitled to receive Maintenance under this Maintenance Agreement in the following circumstances:
 - a. The Maintenance is related to a provisional or temporary treatment (only permanent treatments are eligible);
 - b. The Maintenance is related to the loss of a removable prosthetic or appliance;
 - c. The Maintenance is related to cosmetic discoloration;
 - d. The Maintenance is the result of a Member's pre-existing medical condition;
 - e. The Maintenance is related to treatments or services not performed by a Provider; and
 - f. The Maintenance is related to medical conditions resulting from substance abuse.
5. Limitation on Maintenance Value. The treatment cost associated with Maintenance rendered to Member hereunder (the "Treatment Cost") shall be calculated in accordance with the Plan fee schedule ("Fee Schedule"). For each Plan issued, Member(s) shall be entitled to receive Maintenance from Provider as necessary to maintain Member's Eligible Treatment(s) in good condition and working order at no charge to Member up to a total maximum Treatment Cost of one thousand dollars (\$1,000.00) per Plan enrollment during each year of the Plan (the "Annual Limit"). This Annual Limit cannot be transferred and does not roll over from one Plan year to the next. If Member's Treatment Cost for Maintenance exceeds this Annual Limit during any year of the Plan, Member shall be responsible for any additional costs associated therewith.

6. Scheduling Maintenance. Member must notify Provider of the need for Maintenance within seven (7) days of discovering that such Maintenance is required. Provider will schedule an appointment with Member to provide any necessary Maintenance and schedule follow-up appointment(s) as necessary. Rescheduling of initial and follow-up appointments is permitted at Provider's discretion. In the event that Member fails to either (i) timely notify Provider of the need for Maintenance, or (ii) appear for a scheduled appointment with Provider, Member may cease to be eligible for Maintenance with regard to the Eligible Treatment at issue.
7. Disclaimer; Remedy Limitation; Damages Exclusion. This Maintenance Agreement is not an insurance policy. Neither Plan nor participating Provider(s) make any other warranties, written or express, on dental services provided to Members pursuant to Plan. Unless prohibited by governing law, all implied warranties, including any implied warranties of merchantability and fitness, are excluded. Member's sole recovery for breach of this Maintenance Agreement or any implied warranty hereunder shall be damages in an amount not to exceed the lesser of (i) the actual Treatment Cost, or (ii) \$1,000 in any 365-day period (that is, the Annual Limit payable to Provider for Maintenance of Eligible Treatments). In no event shall Plan, participating Provider(s), or Administrator be liable for incidental or consequential damages.
8. Other Available Coverage. Provider may require Member to submit claims for Maintenance of Eligible Treatment(s) under any available insurance or other medical or accidental health benefit programs prior to obtaining service under this Maintenance Agreement.
9. Administrator. KOSA is administered on behalf of Plan and Provider by Dental Warranty Corp. Please contact Dental Warranty Corp. with questions about KOSA or to report any problems:

Dental Warranty Corp.
6301 Campus Circle Dr. E, Ste. 110
Irving, TX 75063
Attention: Fresh Dental Plan KOSA Administrator
(800) 691-7234
claims@dw-corp.com

10. Dispute Resolution. If a dispute arises between Member and Provider relating to Provider's performance of Maintenance under this Maintenance Agreement, Member may contact Dental Warranty Corp. as set forth above to register a complaint. Dental Warranty Corp. will work respectfully and diligently with Member and Provider to resolve any such complaint within thirty (30) days. If the complaint is not resolved within 30 days, Member agrees to participate in mediation before a neutral mediator that is mutually agreeable to Provider and Member prior to pursuing any other legal remedy.