

# Terms of Service & Privacy Policy.

## Acknowledgment of Terms of Service and Privacy Policy

This is the terms of use agreement and the private policy for this Internet site. They are important and affect your legal rights, so please read them carefully.

By visiting this Internet site you agree to be bound by the following terms and conditions:

Only people ages 13 or older may use this Internet site and/or the data contained by this Internet site (the “Content”);

**YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THIS INTERNET SITE IS TO STOP USING IT;**

The use of this Internet site does not create a doctor–patient relationship;

This site and Content is available on an “as is” basis and this Internet site’s owners and operators make no representations or warranties of any kind;

This site is compliant with the Digital Millennium Copyright Act. If you find that it contains infringing material please contact us at 1196 Lexington Avenue New York, NY 10028 or Concierge@aforacare.com.

This site uses cookie for three purposes. We use:

1. A normal site cookie. Used to track whether the user is logged in and also tracks some information related to where the user is in the enrollment flow (mainly tracks which Member Enrollment entry in the database corresponds with the user before they actually have a User account);
2. Intercom (plug in for “help”) uses a cookie. This one is so Intercom can determine who our users are. Intercom is a customer service type of service we’re using to provide support and assistance to users; and
3. Google Analytics uses a cookie. Mainly used to track user engagement, etc.;

Consistent with the permissions you give us to collect the information noted above, we may use the information we collect, including your personal information for all purposes.

This Internet site and Content are owned by Lavaan DL LLC. We grant you a limited, non–exclusive, revocable license to make use of this Internet site and a limited, non–exclusive, revocable license to make personal, non–commercial use of the Content (the “License”). This License shall remain in effect until and

unless terminated by you or us. You promise and agree that you are using the Content for your own personal; non-commercial and that you will not redistribute or transfer the Content.

The operator of this Internet site reserves the right to refuse service to anyone for any reason at any time, as well as change the terms of this agreement and the privacy policy at any time. It is your responsibility to maintain familiarity with both.

The following is not permitted for any reason whatsoever:

- copying, redistributing, reproducing, “ripping”, recording, transferring, performing or displaying to the public, broadcasting, or making available to the public any part of this Internet site;
- circumventing any technology used by this Internet site to protect the Content;
- providing your password to any other person or using any other person’s username and password;
- or
- “crawling” this Internet site or otherwise using any automated means (including bots, scrapers, and spiders) to collect information from it;

Don’t engage in any activity and/or, post any Content, which is or includes material that:

- is offensive, abusive, defamatory, pornographic, threatening, or obscene;
- is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to violations of intellectual property rights, privacy rights, or proprietary rights of others;
- includes your password or purposely includes any other user’s password or purposely includes personal data of third parties or is intended to solicit such personal data;
- includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user’s access to this Internet site; or
- impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;

You acknowledge and agree that posting any such Content may result in immediate termination or suspension of your access to this Internet site; and

These terms of use and privacy policy is governed by and construed in accordance with the laws of the State of New York.

By completing and signing the Enrollment Form, and paying the annual enrollment fee (“Membership Fee”), the patient (“You”) acknowledges that You have read and agreed to the following terms and conditions (this “Agreement”) of the Lavaan DL, LLC, d/b/a Afora (“Afora”) Prepaid/Discount Dental Services Plan (the

“Plan”).

Important additional information regarding the Plan is available on the Afora website at [www.aforacare.com](http://www.aforacare.com) (the “Website” or “Internet site”).