

Smart Align Consulting Agreement

Terms & Conditions of SmartAlign.net

1. This order is subject to acceptance by **SmartAlign.net**. Upon acceptance by **SmartAlign.net** this order shall become a binding contract on the terms and conditions set forth herein.
2. Payment for services rendered by **SmartAlign.net** is due when you send in your case. Purchaser shall pay to the respective consultant. All reasonable costs associated with collection of any unpaid amount, including unpaid interest, which costs shall include but not limited to collection fees.
3. Exclusion of warranties: The following is applicable to ALL services provided by **SmartAlign.net**
 - a) **Smart Align Consulting** is a company providing services as a consultant to a licensed dentist only. The consulting services are tools to be used by the licensed dentist only as part of that professional's complete examination and treatment of a patient. The proposed treatment plan and consulting services provided by Smart Align is NOT a complete diagnosis and is not a replacement for any portion of the examination, diagnosis and treatment that would be performed by a licensed dentist .Results that may be achieved by using all or any portion of smart align consulting will depend on the patients personalized risk assessment, diagnosis and treatment by the licensed dentist. Without limiting the generality of forgoing disclaimer, clinical results from recommendations will vary and throughout the course of treatment the licensed dentist must closely monitor the patient's progress.
 - b) **SmartAlign.net** DOES NOT WARRANT THE ACCURACY OF ANY TREATMENT PLAN OFFERED PURSUANT TO THIS REQUEST AND MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO AND SERVICES THAT ARE COVERED BY THIS CONTRACT. **SmartAlign.net**, SPECIFICALLY DISCLAIMS ANY WARRANRY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS OR SERVICES THAT ARE COVERED BY THIS CONTRACT.
4. The Licensed dentist bears all responsibility for any diagnosis and treatment as well as all responsibility for the results from such diagnosis and/or treatment.
5. No Liability shall result from any delay in performance or non-performance, except delay in payment as provided for herein.
6. The products and or service provided by **SmartAlign.net** pursuant to this agreement are being provided specifically based upon the representations made to **SmartAlign.net** that the user of the services is a licensed dentist who is qualified in that he or she has the requisite knowledge of experience to utilize the services properly in the development of a complete diagnosis and treatment plan.
7. This contract shall be construed and interpreted in accordance with the laws of the state of Michigan. Purchaser hereby submits to the exclusive jurisdiction of the courts located in Michigan to resolve any disputes arising out of the performance or nonperformance of obligations under this contract.

Signature _____

Date _____