

TERMS AND CONDITIONS

1. DEFINITIONS & INTERPRETATIONS

- a) **"Agreement"** means the agreement between the Company and the Purchaser comprising these Terms, any accepted Booking, and any applicable Quotation.
- b) **"Australian Consumer Law"** means the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law contained in that Act.
- c) **"Booking"** means any appointment, request or arrangement for Services made by or on behalf of a Patient or Purchaser, whether made verbally, in writing or online.
- d) **"Company"** means, means Mobile Dental Clinics Group Pty Ltd as trustee for Mobile Dentistry Trust t/as Mobile Dental Clinics Australia (ABN 93 652 547 043).
- e) **"Consequential Loss"** means means any indirect loss including loss of income, loss of opportunity, loss of business or loss of anticipated savings.
- f) **"GST"** has the same meaning as under the GST Law and means the Goods and Services Tax imposed under the GST Law.
- g) **"GST Law"** means, in the case of Australia, A New System (Goods and Services Tax) Act 1999 (Cth).
- h) **"Intellectual Property Rights"** means any intellectual or industrial property, including without limitation, any patent, trademark or service mark, copyright, registered design, trade secret or confidential information or any licence or other right to use or to grant the use of any of the foregoing or to be the registered proprietor or user of any of the foregoing (whether registered or unregistered).
- i) **"Patient"** means the individual who receives or is intended to receive the Services.
- j) **"Personal Information"** has the same meaning as in the Privacy Act 1988 (Cth).
- k) **"Privacy Act"** means, in the case of Australia, the Privacy Act 1988 (Cth).
- l) **"Purchaser"** means the person or entity responsible for making a Booking and/or payment for Services, and includes a Patient where the Patient is the person receiving the Services.
- m) **"Quotation"** means any written estimate or treatment plan (including fee estimate) provided by the Company in relation to proposed Services.
- n) **"Services"** means dental care, Treatment and related services provided by the Company, including the provision of custom-made dental appliances such as dentures, crowns, bridges, splints, retainers and mouthguards.
- o) **"Terms"** means these Terms and Conditions.

- p) **"Treatment"** means the clinically appropriate course of dental care recommended by the Company for a Patient from time to time, which may include one or more consultations, procedures, reviews, and/or the provision and adjustment of custom dental appliances, and which may be modified based on clinical findings, patient circumstances, or professional judgment.
- q) **"Website"** means, in the case of Australia, <https://www.mobiledentist.com.au>
- r) In the interpretation of these Terms, unless the contrary intention appears:
 - i. words importing the singular include the plural and vice versa;
 - ii. headings are for convenience only and do not affect interpretation;
 - iii. a reference to a person includes an individual, corporation or other legal entity;
 - iv. a reference to legislation includes any amendments or replacements of that legislation;
 - v. "including" means including without limitation; and
 - vi. a reference to the Company, Patient or Purchaser includes their authorised representative.

2. AUSTRALIAN CONSUMER LAW

- a) Nothing in these Terms excludes, restricts or modifies any rights or remedies which a Patient or Purchaser may have under the Australian Consumer Law or any other applicable law, which cannot be excluded.
- b) The Company will provide all Services:
 - i. with due care and skill;
 - ii. in accordance with applicable professional standards; and
 - iii. in a manner reasonably expected of a qualified dental provider.
- c) The Patient acknowledges that dental Treatment is clinical in nature and, while the Company will take all reasonable care, outcomes may vary depending on individual circumstances, including the Patient's oral health, medical history, and compliance with clinical advice.

3. SCOPE OF THESE TERMS

- a) These Terms apply to:
 - i. all Bookings made with the Company;
 - ii. all Services provided by the Company to a Patient; and
 - iii. the access to and use of the Company's Website.
- b) These Terms govern the relationship between the Company, the Patient, and the Purchaser (where

TERMS AND CONDITIONS

the Purchaser is not the Patient).

- c) Where a person makes a Booking or uses the Website on behalf of a Patient, or agrees to pay for Services as a Purchaser, they agree to be bound by these Terms.
- d) These Terms apply to the provision of dental Treatment and related Services, including the design, manufacture, fitting and adjustment of custom dental appliances.
- e) To the extent of any inconsistency between these Terms and any specific written agreement, treatment plan, or Quotation provided by the Company, the specific terms of that document prevail to the extent of the inconsistency.

4. TERMS OF AGREEMENT

- a) An Agreement is formed when:
 - i. a Booking is made; and
 - ii. the Company accepts that Booking (including by confirming an appointment, commencing Treatment, or otherwise providing Services).
- b) These Terms, together with any accepted Booking and any applicable Quotation or treatment plan, form the entire agreement between the Company, the Patient and the Purchaser.
- c) The Company may update these Terms from time to time by publishing an updated version on its Website. The version in effect at the time of a Booking will apply to that Booking.
- d) If a Purchaser is not the Patient, the Purchaser:
 - i. warrants that they have the authority to act on behalf of the Patient, including to consent to Treatment (where permitted by law);
 - ii. agrees to be responsible for all fees and charges associated with the Services; and
 - iii. agrees to ensure that the Patient complies with these Terms to the extent they relate to Treatment.
- e) The provision of Services is subject to:
 - i. the Patient (or an authorised representative) providing informed consent to Treatment;
 - ii. the Patient (or Purchaser) providing informed financial consent to the costs of Services; and
 - iii. the Company obtaining any information, assessments or medical clearances reasonably required to safely provide Treatment.
- f) The Company may decline to provide, or may defer, Services where it is not clinically appropriate to proceed, including where:
 - i. adequate information has not been provided;
 - ii. required consent has not been obtained; or
 - iii. medical or other relevant clearances are not available.
- g) Any variation to a Booking or Treatment plan may:
 - i. be required due to clinical considerations; and
 - ii. result in a change to timing, Services or fees, which will be discussed with the Patient or Purchaser where practicable.

5. BOOKINGS

- a) A Booking may be made verbally, in writing, or through the Website, and will be treated as valid once received by the Company.
- b) A Booking is not confirmed until accepted by the Company, including by scheduling an appointment or otherwise communicating confirmation.
- c) By making a Booking, the Purchaser and/or Patient:
 - i. confirms that they have read and agree to these Terms; and
 - ii. agrees to attend scheduled appointments and comply with reasonable clinical and administrative requirements.
- d) The Patient must provide accurate, current and complete medical history and relevant health information to the Company, and must promptly inform the Company of any changes. The Company will not be responsible for any consequences arising from incomplete, inaccurate or misleading information provided by or on behalf of the Patient.
- e) The Company may refuse, delay or cancel a Booking where reasonably necessary, including for clinical, operational or safety reasons. Where practicable, the Company will provide notice and offer to reschedule.
- f) A Patient or Purchaser may request to cancel or reschedule a Booking by providing notice to the Company.
- g) Where a Booking is cancelled or rescheduled with less than two (2) business days' notice, the Company may charge a reasonable cancellation fee ("**Cancellation Fees**") to reflect the loss of the appointment time and associated costs.
- h) If the Company accepts a request to vary or reschedule a Booking, this may result in changes to timing, Treatment or fees where applicable.
- i) The Company may require prepayment or a deposit as a condition of confirming certain Bookings, including for appointments involving custom dental appliances.

6. QUOTATIONS & PRICES

- a) Any Quotation provided by the Company is valid for thirty (30) days from the date it is issued, unless otherwise stated in writing.
- b) If a Quotation is accepted within that 30-day period, the Company will honour the quoted fees on the basis that the relevant Treatment commences within three (3) months of acceptance.

TERMS AND CONDITIONS

- c) Quotations are based on the information available at the time they are prepared. If additional or different Treatment is required due to clinical findings, changes in the Patient's condition, or information not previously disclosed, the Company reserves the right to vary the Treatment plan and associated fees. Any such changes will be discussed with the Patient or Purchaser where practicable.
- d) All fees will be communicated to the Patient or Purchaser in advance as part of the Company's informed financial consent process.
- e) Unless otherwise stated, fees for Services are inclusive of GST where applicable.

7. DESCRIPTION

- a) The Company will provide Services based on its clinical assessment of the Patient and in accordance with accepted professional standards.
- b) The Patient acknowledges that:
 - i. dental Treatment is clinical in nature and outcomes may vary between individuals; and
 - ii. Treatment recommendations are based on the information available at the time and may change if further clinical findings arise.
- c) Custom dental appliances may require adjustment following fitting and a period of adaptation by the Patient.
- d) The Patient and/or Purchaser must:
 - i. provide accurate, complete and up-to-date medical, dental and personal information;
 - ii. follow all reasonable instructions, advice and aftercare guidance provided by the Company; and
 - iii. attend any recommended review or follow-up appointments where required for the success of the Treatment.
- e) The Company will not be responsible for complications, delays in healing, appliance failure, or suboptimal outcomes to the extent that these arise from:
 - i. incomplete or inaccurate information provided by or on behalf of the Patient;
 - ii. failure to follow reasonable clinical instructions or aftercare advice; or
 - iii. misuse, neglect, loss or damage of a custom dental appliance after it has been provided to the Patient.
- f) While the Company will use reasonable care and skill in providing Services, it does not guarantee that Treatment will achieve any particular outcome where such outcome is not clinically certain or cannot reasonably be assured.

8. TERMS OF PAYMENT

- a) The Patient or Purchaser is responsible for payment of all fees associated with the Services.
- b) Payment terms will be communicated as part of the Company's informed financial consent process and must be complied with unless otherwise agreed in writing.
- c) Unless otherwise agreed, payment for Services is due within one (1) business day of the relevant appointment or provision of Services, or as otherwise specified by the Company.
- d) For Treatment that involves multiple stages, the Company may require payment prior to or at each stage of Treatment.

Custom Dental Appliances

- e) For Treatment involving custom dental appliances (including dentures, crowns, bridges, splints, retainers and mouthguards):
 - i. a deposit of fifty percent (50%) of the quoted fee is required before work will commence; and
 - ii. the remaining balance must be paid in full before the appliance is fitted, delivered or made available to the Patient.

Cancellation of Appliance Orders

- f) Where Treatment involving a custom dental appliance is cancelled after work has commenced:
 - i. the Company will refund any deposit paid less the reasonable costs of work performed and materials used up to the date of cancellation; and
 - ii. if the value of work performed and materials used exceeds the deposit paid, the Company may invoice the Patient or Purchaser for the difference, which must be paid in accordance with these Terms.
- g) The Patient or Purchaser will not be required to pay the full remaining balance for an incomplete appliance where Treatment is cancelled prior to completion.

General Payment Conditions

- h) The Company may require prepayment, part payment or a deposit as a condition of providing certain Services.
- i) If payment is not made when due, the Company may:
 - i. refuse to provide or continue Services (including fitting or delivery of appliances); and/or
 - ii. take reasonable steps to recover outstanding amounts, including engaging a collection agency where appropriate.
- j) The Patient or Purchaser agrees to reimburse the Company for any reasonable costs incurred in recovering overdue amounts, including third-party debt collection fees, administrative costs, and legal

TERMS AND CONDITIONS

costs where applicable.

- k) The Company will not charge interest on overdue amounts unless permitted by law and disclosed in advance.

9. PROVISION OF SERVICES AND APPLIANCE FITTING

- a) Services are provided at locations determined by the Company, including mobile service locations, clinics, or facilities attended by the Company.
- b) The Patient and/or Purchaser must ensure that the Company is provided with appropriate access to the Patient and a safe and suitable environment for the provision of Services.
- c) The Company will use reasonable efforts to provide Services at scheduled appointment times. However, appointment times are estimates only and may be subject to change due to clinical, operational or unforeseen circumstances.

Custom Dental Appliances

- d) Where Treatment includes a custom dental appliance, the Patient must attend any required appointments for impressions, fittings, adjustments and review.
- e) A custom dental appliance is deemed to be provided when it is fitted to the Patient or made available for fitting or collection.
- f) The Company is not responsible for delays in completing or fitting an appliance where those delays arise from:
 - i. missed or rescheduled appointments;
 - ii. delays in Patient attendance;
 - iii. incomplete or inaccurate information provided; or
 - iv. circumstances beyond the Company's reasonable control.

Patient Responsibilities

- g) The Patient and/or Purchaser must:
 - i. attend appointments at the agreed time or provide appropriate notice of changes;
 - ii. comply with all reasonable instructions necessary for the provision of Services; and
 - iii. ensure any relevant consents, access permissions or facility requirements are in place where Services are provided at third-party premises (such as aged care facilities).
- h) If the Company is unable to provide Services due to the Patient's failure to comply with this clause, the Company may:
 - i. reschedule the appointment; and/or
 - ii. charge a reasonable fee for any lost time or costs incurred.

10. DELAY IN DELIVERY & FORCE MAJEURE

- a) The Company will use reasonable efforts to provide Services and complete Treatment within estimated timeframes. However, timeframes are indicative only and may vary due to clinical requirements or other circumstances.
- b) Delays may occur due to factors including (but not limited to):
 - i. clinical findings or changes in the Patient's condition;
 - ii. the need for additional procedures or adjustments;
 - iii. availability of materials or laboratory services; or
 - iv. other circumstances beyond the Company's reasonable control (including illness, staff shortages, or third-party delays).
- c) Where a delay occurs, the Company will take reasonable steps to:
 - i. inform the Patient or Purchaser; and
 - ii. minimise the impact of the delay where practicable.
- d) To the extent permitted by law, the Company is not liable for delays caused by circumstances beyond its reasonable control, provided that the Company has complied with its obligations under this clause.

Unreasonable Delay

- e) If a delay becomes unreasonable or significantly affects the ability of the Company to complete Treatment or provide a custom dental appliance within a reasonable timeframe, the Patient or Purchaser may elect to:
 - i. continue with the Treatment and accept the revised timeframe; or
 - ii. cancel the affected part of the Treatment.
- f) Where Treatment involving a custom dental appliance is cancelled under clause (e)(ii):
 - i. the Company will refund any amount paid less the reasonable costs of work performed and materials used up to the date of cancellation; and
 - ii. if the value of work performed and materials used exceeds the amount paid, the Company may invoice the Patient or Purchaser for the difference.

11. CUSTOM DENTAL APPLIANCES – RESPONSIBILITY AND RISK

- a) Custom dental appliances provided as part of Treatment are made specifically for the Patient and are not transferable or reusable by any other person.
- b) Once a custom dental appliance has been fitted to the

TERMS AND CONDITIONS

Patient or made available for fitting or collection, it becomes the Patient's responsibility.

- c) The Patient is responsible for the proper use, care and maintenance of any custom dental appliance in accordance with the instructions provided by the Company.
- d) The Company is not responsible for loss or damage to a custom dental appliance after it has been provided to the Patient, including where such loss or damage arises from:
 - i. misuse, neglect or improper care;
 - ii. failure to follow instructions; or
 - iii. accidental damage or loss.
- e) The Company may charge reasonable fees for the repair, replacement or remaking of a custom dental appliance where required due to circumstances outlined in clause (d).

12. APPLIANCE ADJUSTMENTS, REPAIRS AND WARRANTY

- a) The Company is committed to providing Services with due care and skill and ensuring that custom dental appliances are fit for their intended purpose, subject to the Patient's individual circumstances and compliance with clinical advice.

Six-Month Adjustment / Rework Period

- b) For custom dental appliances, the Company will provide adjustments or rework at no additional cost for a period of six (6) months from the date the appliance is first fitted, where reasonably required.
- c) This clause does not apply where the issue arises in whole or in part from:
 - i. misuse, neglect, accidental damage or loss of the appliance;
 - ii. failure to follow reasonable care, wear or aftercare instructions;
 - iii. changes in the Patient's oral condition or anatomy after fitting; or
 - iv. failure to attend recommended review or adjustment appointments.

Further Work and Remakes

- d) Where an appliance requires repair, replacement or remake outside the circumstances covered in clause (b), the Company may charge reasonable fees for additional work, which will be discussed with the Patient or Purchaser in advance where practicable.

Limitations and Expectations

- e) The Patient acknowledges that:
 - i. custom dental appliances may require a period of adjustment and multiple fittings; and

- ii. ongoing wear, changes in oral condition, or normal use over time may affect fit, comfort or function.

13. INTELLECTUAL PROPERTY RIGHTS

- a) All intellectual property rights in materials created or provided by the Company in connection with the Services remain the property of the Company (or its licensors), including:
 - iii. treatment plans;
 - iv. clinical records and documentation (subject to applicable laws); and
 - v. educational materials, images, and content.
- b) The Patient and Purchaser may use such materials solely for their personal use in connection with their Treatment and care.
- c) The Patient and Purchaser must not reproduce, distribute or use any materials provided by the Company for commercial purposes without the Company's prior written consent.
- d) Nothing in this clause restricts a Patient's right to access their health information under applicable privacy or health records legislation.

14. LIMITATION OF LIABILITY

- a) The Company will provide Services with due care and skill and in accordance with applicable professional standards.
- b) To the extent permitted by law, the Company's liability for any loss or damage arising from the provision of Services is limited to:
 - i. the re-supply of the Services; or
 - ii. the reasonable cost of having the Services supplied again.
- c) The Company is not liable for any loss to the extent that it arises from:
 - i. inaccurate, incomplete or misleading information provided by or on behalf of the Patient;
 - ii. the Patient's failure to follow reasonable clinical advice, instructions or aftercare guidance;
 - iii. the Patient's failure to attend appointments, including review or follow-up appointments; or
 - iv. misuse, neglect, damage or loss of a custom dental appliance after it has been provided.
- d) To the extent permitted by law, the Company is not liable for any indirect or consequential loss, including loss of income, opportunity or business.
- e) Nothing in these Terms limits or excludes any rights the Patient or Purchaser may have under the Australian Consumer Law.

TERMS AND CONDITIONS

15. PRIVACY

- a) The Company collects, uses and discloses personal and health information in accordance with applicable privacy laws, including the Privacy Act 1988 (Cth) and relevant health records legislation.
- b) Personal and health information is collected for the primary purpose of providing dental care, managing appointments, processing payments, and administering the Patient's Treatment.
- c) The Company's full Privacy Policy, which explains how personal and health information is handled (including access, correction and complaints), is available on the Company's Website.
- d) By making a Booking or receiving Services, the Patient and Purchaser consent to the collection, use and disclosure of personal and health information as described in the Privacy Policy

16. GENERAL

- a) **Governing Law:** These Terms are governed by the laws of Victoria, Australia. Any disputes arising in connection with these Terms or the Services will be subject to the jurisdiction of the courts of Victoria.
- b) **Changes to Terms:** The Company may update these Terms from time to time by publishing an updated version on its Website. The updated Terms will apply to any Bookings made after the date of publication.
- c) **Assignment and Subcontracting:** The Company may engage suitably qualified third parties to assist in providing Services, including dental laboratories and other service providers.
- d) **No Waiver:** A failure or delay by the Company to exercise any right under these Terms does not constitute a waiver of that right.
- e) **Severability:** If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed to the extent necessary, and the remaining provisions will continue in full force and effect.
- f) **Entire Agreement:** These Terms, together with any Booking and applicable Quotation or treatment plan, form the entire agreement between the Company, the Patient and the Purchaser in relation to the Services.

17. WEBSITE

- a) **Use of Our Website:** These Terms also apply to your access to and use of the Mobile Dental Clinics Australia website (www.mobiledentist.com.au). By accessing or using our website, you agree to be bound by these Terms.
- b) **Website Content:** The information on our website is provided for general information purposes only and is not a substitute for professional dental or medical advice. You should not rely on website content as a

replacement for consultation with a qualified dental professional.

- c) **Accuracy of Content:** We make reasonable efforts to ensure information on our website is accurate and up to date. However, we do not guarantee that website content will always be current, complete or error-free.
- d) **Permitted Use:** You may use our website for lawful personal purposes only. You must not misuse the website, attempt to interfere with its operation, or use it in a way that infringes the rights of others.
- e) **Intellectual Property:** All content on the website, including text, images, branding, logos, videos and design, is owned by or licensed to Mobile Dental Clinics Australia and is protected by intellectual property laws. You may view and print website content for personal, non-commercial use only.
- f) **Third-Party Links:** Our website may contain links to third-party websites for convenience. We do not control or endorse those websites and are not responsible for their content, availability or privacy practices.
- g) **Website Availability:** We may update, suspend or withdraw our website (or any part of it) at any time without notice. We do not guarantee uninterrupted access to the website.
- h) **Online Forms and Enquiries:** Submitting an enquiry or form via our website does not create a patient-provider relationship. Appointments and treatment are only confirmed once accepted by us through our usual booking process.
- i) **Website Liability:** To the extent permitted by law, we are not liable for any loss arising from your use of, or inability to use, our website. Nothing in these Terms limits your rights under the Australian Consumer Law.