

**ADDENDUM TO SILVER SCREEN DENTAL
SAVINGS PROGRAM
MEMBER TERMS AND CONDITIONS**

Silver Screen Dental provides for dental services rendered to active members in good standing (each a **“Member”**) of the Silver Screen Dental Savings Program (**“Plan”**). Each Member is entitled to receive care and services (hereinafter, **“Services”**) from a dental provider as necessary to maintain certain dental health conditions, subject to the terms and conditions of this Agreement (the **“Service Agreement”**). Service hereunder will be provided at Silver Screen Dental.

This is a contract of limited duration that provides for dental services. It is not an offer of insurance and cannot be used in conjunction with a dental insurance policy.

1. Member Responsibilities. In order to be eligible for services hereunder, the Member must fulfill each of the following requirements:

- a. Maintain good personal dental hygiene as prescribed by the doctor;
- b. Attend all scheduled appointments and arrive within ten minutes of scheduled start;
- c. Maintain Plan membership in good standing with payment of membership fees;
- d. The Member must maintain his or her account with Provider in good standing by completing all scheduled payments for dental services rendered.
- e. Patients diagnosed with periodontal disease will be required to join the Periodontal Program and the additional \$150 annual fee applies along with up to 4 required periodontal maintenance visits. Subject to change per doctor diagnosis.

2. Eligible Treatments. The following treatments (hereinafter, the **“Eligible Treatments”**) are eligible for completion under the Savings Program:

- a. Fillings, Crowns, Build-Ups, Bridges, Inlays, Onlays, Root Canals, Veneers, Dental Implants, Bone Grafting, Abutments, Dentures, Partial Dentures, Night Guards, Scaling and Root Planing, Periodontal Maintenance, Full Mouth Debridement, Bleaching, Night Guards, Fluoride & Sealants, Exams, Prophylaxis, and X-rays.

Member is only entitled to receive the Eligible Services set forth above. **No other treatments or services, including the “All-on-Four” are eligible hereunder.**

3. Term. Service under the plan is available for twelve months from initial start date. Plan will automatically renew unless the provider is notified of cancellation in writing thirty days before renewal.

Eligibility for Services 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 Agreement and discontinuation of Member’s eligibility for Service of Eligible Treatment rendered during Plan enrollment.

4. Specific Exclusions. In addition to any other limitations or exclusions listed herein, Members shall not be entitled to receive Service under this Agreement in the following circumstances:

- a. The Service is related to conditions resulting from prolonged substance abuse;
- b. Services are covered under Workman's compensation and/or dental insurance;
- c. Treatment is performed by a referred specialist.
- d. Plan cannot be combined with other discounts, coupons, offers or specials.

5. Modifications to Plan Provisions. We may change any or all of these Terms of Service by posting revised Terms of Service on our website. We may change or discontinue the program, modify the Fee for the program, or any features of the program, at any time. Any changes made will only affect existing memberships upon renewal.

6. Scheduling Appointments. Provider will schedule an appointment with Member to provide any necessary Services 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 the Member fails to either (i) timely notify (two business days) the Provider of the need to reschedule appointment, or (ii) appear for a scheduled appointment with Provider, Member may cease to be eligible for Services with regard to Eligible Treatment, with no refund issued by the Provider.

7. Disclaimer; Remedy Limitation; Damages Exclusion.

This 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. Member's sole recovery for breach of this Service 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) \$2,000. In no event shall the Provider be liable for incidental or consequential damages.

8. Other Available Coverage. Plan cannot be used in conjunction with any dental insurance or other medical or accidental health benefit programs prior to obtaining service under this Service Agreement.

This plan is exclusively honored at Silver Screen Dental.

9.. Dispute Resolution. If a dispute arises between Member and Provider relating to Provider's performance under this Service Agreement, Provider 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.