Set Up My Clin Check LLC Client Service and Confidentiality Agreement

Terms and Conditions of Set Up My Clin Check LLC (here after referred to as Set Up My Clin Check):

- 1. This order is subject to acceptance by *Set Up My Clin Check*. Upon acceptance by Set up My Clin Check this order shall become a binding contract on the terms and conditions set forth herein.
- 2. Payments for services rendered by Set Up My Clin Check is due in full when you submit your case.
- 3. Confidential Information will be disclosed to Set Up My Clin Check for the express purposes of allowing Dr. Clemente to set up an Invisalign treatment plan for the individual patient as has been requested by the treating doctor and/or their agent(s). Dr. Clemente will confine her use of any login and password information to the treatment of the patient she has been retained to assist with.
- 4. *Set Up My Clin Check* will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the owner.
- 5. *Set Up My Clin Check* will not copy or modify and Confidential Information without the prior written consent of the owner
- 6. This Agreement does not create any agency, partnership, or joint venture.
- 7. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties.
- 8. Exclusion(s) of warranties. The following are applicable to <u>all</u> services provided by Set Up My Clin Check.
 - (a) Set Up My Clin Check is a consulting company providing services to licensed dentist(s) who are active Invisalign[®] providers.
 - (b) Set Up My Clin Check provides a consulting service as a tool to be used by licensed dentists and active Invisalign® providers in order to supplement said professional's diagnosis and treatment of a patient. A proposed treatment plan from Set Up My Clin Check is not intended to be a complete diagnosis and is not a replacement for any portion of the diagnosis and treatment that would be performed by the treating licensed dentist.
 - (c) Results achieved by using all or any portion of *Set Up My Clin Check* will depend on examination, diagnosis, and quality of dental record for the particular case.
 - (d) Without limiting the generalities of the foregoing disclaimers, results from the use of a Set Up My Clin Check Invisalign[®] setup may vary. The initiating dentist must closely follow the progress of treatment.
 - (e) Set Up My Clin Check specifically <u>DOES NOT</u> warrant the accuracy of any treatment plan offered pursuant to this request and makes <u>no</u> warranty or representation of any kind, express or implied, with respect to the services covered by this contract.

- (f) Set Up My Clin Check specifically disclaims any warranty of merchant ability or fitness for any services covered by this contract.
- 9. The licensed initiating dentist bears all responsibility for any diagnosis and treatment as well as all responsibility for the results from such diagnosis and subsequent treatment.
- 10. The service(s) provided by Set Up My Clin Check pursuant to this agreement are being provided specifically based upon the representations made to Set Up My Clin Check that the user of the services is a licensed dentist and active Invisalign[®] provider who is qualified to utilize said service(s) properly as a part of the development of a complete diagnosis and treatment plan.
- 11. This contract shall be construed and interpreted in accordance with the law(s) of the State of New Jersey.

Signature:

Date: