



DESCRIPTION OF SERVICES AND DISCLOSURE FORM ONESMILE DENTAL PLAN

The following is a description (the “**Description**”) of the OneSmile Dental Plan discount dental membership plan (“**Plan**”) administered by Membersy LLC (“**Company**”). This Description completely describes your rights under the Plan, and if you choose to enroll in the Plan, it will be your contract with Company.

1. Plan Summary, Disclosures.

- a. Plan is a discount dental membership plan administered by Company. Membership in Plan entitles members to discounts for certain identified dental services rendered by participating providers in accordance with the Plan fee schedule. Discounts may vary depending on the type of provider and the service received.
- b. **Plan is NOT INSURANCE. Plan members are obligated to pay providers for all services rendered. Company does not pay providers for services rendered to members.** Neither Company nor Plan are affiliated with or endorsed by any state insurance department.
- c. Plan members may visit Plan website or contact Company to obtain additional information, including an up-to-date list of participating providers and a complete description of reduced rates under the fee schedule. **If you need to access the Plan website or contact Company for any reason related to this Description, please use the following contact information:**

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| Mailing address: | Membersy P.O. Box 163990 Austin, TX 78716-3990 Attention: Member Services |
| Toll-free telephone: | (877) 545-4188 (7am-6pm CST, Monday-Friday) |
| Website: | www.1smiledentalplan.com |
| Email: | member@membersy.com |

- d. **You, the Member, may cancel your membership at any time by contacting Member Support to request cancellation as fully set forth in Section 6 below. You will receive a full refund of Membership Fees paid to Company if (i) the cancellation request is received within the first thirty (30) days of the current annual contract term (the “Cancellation Window”), and (ii) no discounted dental services have been provided to any Member(s) under the Plan during the current term.** Upon cancellation, you may be charged a one-time processing fee up to \$20, to be deducted from any refund of Membership Fees. The processing fee charged to Maryland residents shall not exceed \$5, and residents of Arkansas and California shall not be charged a processing fee.
- e. *Florida residents may be entitled to a full refund of Membership Fees paid to Company if the cancellation request is received within the Cancellation Window, regardless of whether any discounted dental services have been provided to any Member(s) under the Plan during the current term. Residents of California, Florida, and Oklahoma who cancel outside of the Cancellation Window may be entitled to a pro-rata refund. Please contact Member Support for details.*
- f. *Massachusetts residents:* Plan does not meet the minimum creditable coverage requirements under M.G.L.c. 111m and 956 CMR 5.00.

2. Definitions.

- a. **Member:** An individual, family member or dependent enrolled in Plan. Plan shall only cover those individuals, family members and/or dependents who are enrolled in the Plan at the time of service.
- b. **Provider:** A licensed dental services provider participating in Plan.
- c. **Membership Fees:** Fees payable to Company upon enrollment in Plan and upon renewal of Plan term. Membership Fees may vary from term to term; you will be provided with notice of any changes to Membership Fees.
- d. **Effective Date:** The date that the Member submits the completed Member Application and applicable Membership Fees to Company. Members shall be entitled to receive Plan discounts from Providers as of the Effective Date, and there are no waiting periods for services.
- e. **Fee Schedule:** The schedule of applicable fees to be charged to Members for dental services rendered under the Plan, as published on the Plan website. The Fee Schedule may be amended from time to time.
- f. **Specialist Services:** Services performed by a dental specialist, specifically periodontics, endodontics, orthodontics and oral surgery.

- g. **Agreement:** The complete Plan membership contract between Company and the Plan member, consisting of (i) the Member's enrollment application, (ii) this Description, and (iii) Fee Schedule.

3. **Plan Description, Limitations, Exclusions & Exceptions.**

- a. Plan is a discount dental membership plan administered by Company and offered in participating dental practices and online through Plan website. Company is not a licensed insurer, health maintenance organization, preferred provider organization, or underwriter of health care services. Company is not licensed to provide and does not provide dental services. Members are eligible to receive discounts on dental services in accordance with the Fee Schedule from any Provider participating in Plan.
- b. Members are obligated to pay Providers for dental services at the time of service in accordance with the Provider's payment policies. No portion of any Provider's fees will be reimbursed or otherwise paid by Company. Because some savings are based on a percentage of the individual Provider's usual and customary rates, actual savings may vary. Plan is not intended to be used in conjunction with any other membership plan, discount health care program or third-party payor program, including government and private third-party payor programs (e.g., Medicaid, private insurance). All savings amounts listed on Fee Schedule are current savings offered by Providers and are subject to change. From time to time, Providers may, at their discretion, offer services or products to the general public at prices lower than the Fee Schedule prices available through Plan membership.
- c. You will receive the discounted fees for Specialist Services under this Plan only if those services are performed by a participating Provider. You do not need a referral from Company to see a Provider who performs Specialist Services.
- d. Providers are solely responsible for the services and products received by Members, and Company disclaims any liability with respect to the provision of such services and products. Company cannot guarantee the continued participation of any Provider. Any Provider's participation in Plan may be terminated at any time without prior notice to Members.
- e. The following is a complete list of limitations and exclusions under the Plan:
- Discounts for treatments of fractures or dislocations, congenital malformations, malignancies, cysts or neoplasms, or temporo-mandibular joint syndrome (TMJ) are not provided;
 - Discounts for prescription drugs and over the counter drugs are not provided;
 - Prophylaxis (cleaning) is limited to once every six months;
 - Full mouth x-rays are limited to once every 24 months;
 - Replacement of partial dentures is limited to once every five years;
 - Full upper and/or lower dentures are not to exceed one each in any five-year period;
 - Denture relines are limited to one per arch in any 12-month period;
 - Services performed by a non-participating provider are not covered;
 - Work in progress that has commenced prior to enrollment must be completed by the dentist who started the work (whether or not a participating Provider) and will not be covered by the discount fees under the Plan.

4. **Enrollment; Providers.**

- a. Individual Members are eligible to purchase additional memberships for up to nine (9) family members or dependents under their own Plan membership by contacting Member Services or by using the self-service member portal on Plan website. Company shall notify the Member at the time of purchase regarding any changes to Plan pricing and/or term renewal date that may result from the addition of new Members to an existing Plan membership.
- b. Members may obtain an updated list of Providers at any time by visiting Plan website or by contacting Company. If any Provider's participation in Plan is terminated, affected Members shall be given an opportunity to select a new Provider from the list of participating Providers; if there are no other participating Providers offering services in Member's immediate area, Member may request a membership cancellation and pro-rata refund of Membership Fees in accordance with Company's cancellation policy as set forth in Section 6 below.
- c. Company's contract with each Provider specifies that upon termination of the contract, the Provider must complete all procedures commenced prior to termination at the discounted Fee Schedule rates. If your Provider does not comply or is unable to complete any such procedure, Company will assist in locating a Provider to complete the procedures.
- d. If your Provider terminates participation in the Plan, Company will promptly notify you if it knows who your Provider is so that you can request the completion of services from the terminated Provider or make arrangements to see another Provider. Also, Company will post a notice on the Plan website listing all Providers who have given notice of termination, who are being terminated, or who otherwise are unable to provide services. The notice will state the

effective date of termination. When possible, this notice will be posted no less than sixty (60) days prior to the effective date of such termination.

- e. If Company should ever cease operations, your Provider will continue to render discount services to you and your enrolled family members for the duration of your enrollment.

5. **Contract Term/Renewal.**

- a. **You, the Member, are required to select an enrollment term of either one (1) year or two (2) years at the time of enrollment. The contract term will begin on the Effective Date and will continue for a period of either one year or two years thereafter based on your selection. Your Plan membership will automatically renew for an additional term at the selected membership level at the end of each enrollment term, and payment of Membership Fees for the renewal term shall automatically be charged to or drafted from your credit card or bank account using payment information on file with Company. Your Plan membership shall remain in effect until it is canceled in accordance with Section 6 below.**
- b. By enrolling in Plan and providing your payment information to Company, you, the Member, are authorizing Company to bill your credit card or checking account for Membership Fees for the initial term and any renewal term(s) at the plan level rate that you have selected.
- c. You may change your method of payment at any time by contacting Company or by using the self-service member portal on Plan website.

6. **Cancellation Policy.**

- a. If you wish to cancel your Plan membership, please send a cancellation notice with your name and member number to Company via mail or through the Plan website, or call Company via telephone to request cancellation.
- b. Members shall receive a full reimbursement of any Membership Fees that have been paid during the current term if (i) the cancellation request is received within the first thirty (30) days of the current enrollment term, and (ii) no dental services have been provided to a Member under the Plan during the current term. Company reserves the right to contact Providers to determine whether dental services have been provided to the Member.
- c. Upon cancellation, you may be charged a one-time processing fee up to \$20, to be deducted from any refund of membership fees. The processing fee charged to Maryland residents shall not exceed \$5, and residents of Arkansas and California shall not be charged a processing fee.
- d. *Florida residents may be entitled to a full refund of Membership Fees paid to Company if the cancellation request is received within the Cancellation Window, regardless of whether any discounted dental services have been provided to any Member(s) under the Plan during the current term. Residents of California, Florida, and Oklahoma who cancel outside of the Cancellation Window may be entitled to a pro-rata refund. Please contact Member Support for details.*

7. **Membership Fees.**

- a. Applicable Membership Fees for the initial annual enrollment are as follows:
 - i. Individual Membership: \$79.00
 - ii. Each Additional Member: \$20.00
- b. Applicable Membership Fees for a two-year membership are as follows:
 - i. Individual Membership: \$129.00
 - ii. Each Additional Member: \$30.00
- c. There are no waiting periods, copayments, deductibles or other charges of any kind under the Plan, but please note that you will be responsible for payment for any services provided to you at the discounted rate, and you may be responsible for related additional services and charges, such as lab fees associated with the dental services received.

8. **Member Responsibilities.**

- a. Members are required to make payment directly to Providers for all dental services provided hereunder in accordance with the Provider's payment policies.
- b. Member is responsible for verifying that his/her dental services provider is an active participant in Plan prior to receiving dental services. Providers are responsible for the provision of dental services and for informing Members of the Provider's treatment policies.
- c. Should Company ever become liable to your Provider for any reason, your Provider will not hold you responsible for such liability.

9. **Nondiscrimination.**

- a. Company and participating Providers observe a strict nondiscrimination policy. Any discrimination based on race, color, national origin, ancestry, religion, disability, sex, marital status, gender, gender identity, sexual orientation, or

age is prohibited. If you feel you have been discriminated against in any way, at any time, please submit a complaint to Company using the grievance system outlined in Section 10 above, and Company will work to promptly resolve the issue. You may also wish to submit a complaint to the United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, age, disability, or sex. You may submit such a complaint by visiting www.hhs.gov/ocr.

10. Confidentiality.

- a. Company and each Provider are required by law to keep your personal healthcare information confidential. No such information can be released except with your consent or as expressly authorized by law. A statement describing Company's policies and procedures for preserving the confidentiality of medical records is available and will be furnished to you upon request.

11. Grievance Procedure.

- a. Company maintains a grievance system to handle any dispute or grievance you may have with your Provider or with Company itself. You can obtain a grievance form from your Provider or you can complete a grievance form online via the Plan website. You can also submit a grievance to Company in writing or by telephone using the contact information provided in Section 1 above.
- b. You will have one hundred eighty (180) days from the date that the circumstances giving rise to the grievance occurred in which to file a grievance with Company. Company will acknowledge receipt of your grievance within five (5) calendar days after receipt. Company will notify you of the resolution of your grievance within thirty (30) days after receipt.

IF YOU COMPLETE AND SUBMIT THE ENROLLMENT FORM TO COMPANY, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS IN THIS DESCRIPTION.