

# **ToothFairy**

## **Terms of Use**

*Last updated March 22, 2020*

By Opting In to text messages, you authorize ToothFairy to use autodialer or non-autodialer technology to send text messages to the mobile phone number associated with your Opt-In. You authorize ToothFairy to include marketing content in any such messages. You do not have to Opt-In or agree to Opt-In as a condition of use or purchase.

### **MORE ABOUT OPTING IN**

#### **By Opting-In to text messages:**

You are signing your Opt-In to the text messages.

You accept the ToothFairy Terms of Use, which apply to our text messaging activities and your use of them. These SMS Terms form part of and are subject to the ToothFairy Terms of Use.

You confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt-In.

You consent to the use of an electronic record to document your Opt-In.

After Opting In, in addition to the main messages the service offers, you may receive one or more welcome messages or administrative messages, such as (in some cases) a request to confirm your Opt-In. ToothFairy helps Practices improve the customer experience and tailor services to patients. For these reasons, ToothFairy may text users multiple times in an effort to motivate you to complete a questionnaire.

#### **About the Text Messages and Opting Out**

Message and data rates may apply. You may receive multiple, recurring messages. ToothFairy may terminate its text message programs or your participation in them at any time with or without notice, including, for example, before you have received any or all messages that you otherwise would have received, but these SMS Terms still will apply. You can get help by replying HELP and you can Opt-Out by replying STOP. You may receive one or more confirmation messages when you opt out or when your participation in the program otherwise ends. If you Opt-Out of text messages your customer service may be adversely affected when you visit your dentist.

For customer service regarding our SMS programs, email us at [info@GetToothFairy.com](mailto:info@GetToothFairy.com).

#### **Links**

ToothFairy may provide links to other websites that are not owned or controlled by ToothFairy, LP ("Third Party Websites"). We provide links to Third Party Websites as follows.

ToothFairy provides links to Third Party Websites to connect you easily to additional sources of third-party services that may be of interest to you. We may not have any business relationship with the party that controls this type of Third-Party Website and a link to such a site is offered only as a convenience to you.

ToothFairy is not responsible for the content, security or the privacy practices of Third-Party Websites. Please review the privacy statement and any terms of use of each Third-Party Website you visit. Unless we specifically advise you otherwise, links to Third-Party Websites do not constitute or imply endorsement by ToothFairy of those sites, the information they contain or any products or services they describe.

### **Access, Correction and data Integrity**

Although we attempt to maintain the integrity and accuracy of the information on the Website, we make no guarantees as to its correctness, completeness, or accuracy. The Website may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Website by third parties without our knowledge.

### **Prohibited and Unauthorized Use**

You will not (i) use or launch any automated system, including, “robots,” “spiders,” or “offline readers,” that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (ii) use our Services in any manner that damages, disables, overburdens, or impairs any of our websites and Services or interferes with any other party’s use of the Services; (iii) attempt to gain unauthorized access to our websites and/or Services; (iv) access our websites and Services other than through our interface; or (v) use the websites and/or Services for any purpose or in any manner that is unlawful or prohibited or by this agreement.

### **Mobile Carriers**

As of the date of the effective date of these SMS Terms, the short code we use for text messages in the U.S. is supported by most mobile carriers. The service is not compatible with all cell phone models.

ToothFairy and the mobile carriers (for example, T-Mobile) are not liable for delayed or undelivered messages.

### **Revisions, changes and updates**

We may revise the information on this Website or otherwise change or update the Website, including these Privacy Policies and Terms and Conditions, without notice to you. ToothFairy may also make improvements and/or changes in products and/or services described on this Website or add new features at any time without notice. We encourage you to periodically read these Privacy Policies and Terms and Conditions to see if there have been any changes to our policies that may affect you. Your continued use of the Website will signify your continued agreement to these Privacy Policies and Terms and Conditions as they may be revised.

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### **Definitions**

“Opting In,” “Opt In” and “Opt-In” refer to requesting an online or virtual appointment with your dentist, joining, agreeing to, enrolling in, signing up for, acknowledging, or otherwise consenting to receive any text messages.

“ToothFairy” means ToothFairy, LP, our affiliates and subsidiaries, and service providers of any of them or of ToothFairy, LP

“SMS Terms” means these ToothFairy SMS Terms of Use.