

## Smile Marketing Terms of Service – Basic Service Plan

Your first monthly service fee will be due when your website launches. After the initial 12-month term, this agreement will automatically renew on a month-to-month basis until terminated by either party with 30-days written notice.

### 1. Website Development

- a) **Website Production Specialist.** An experienced Smile Marketing Website Production Specialist will guide you and your team through the process to design, develop and launch your Smile Marketing website.
- b) **Practice Content.** You will be supplied with suggested guidelines for writing content about you, your team and your practice which your Website Production Specialist will publish to your site.
- c) **Website Design.** Your Website Production Specialist will coordinate your design brief and direct our graphics team to create your site design. You agree to supply essential visual materials such as your practice logo and photographs of you, your team and your practice in a timely manner. We will provide access for you to review and approve your website before publishing it to the Internet.
- d) **Search Engine Optimization.** Your Website Production Specialist will conduct limited on-page search engine optimization on your behalf.
- e) **Exclusive Directories.** Your Website Production Specialist will list your practice and one dentist on SmileGuide.com
- f) **Patient Database.** Your Website Production Specialist will coordinate with you an initial, one-time import of your existing patient database as subscribers of your website so they can receive the monthly practice newsletter that we will send them on your behalf. Patients may unsubscribe from receiving these communications if they wish.

### 2. Website Management

- a) **Content Management Console.** We will provide log in credentials to our content management console where you and team members you authorize may add, edit and delete your website content as well as add, edit or delete website subscribers.

- Add, edit and delete website subscribers to receive; your monthly practice newsletter and e-Learning curriculum. Patients may unsubscribe from receiving these communications if they wish.
  - Add, edit or delete website pages and office hours.
  - Download a printable version of your monthly practice newsletter for distribution to patients who are not website subscribers.
  - Preview the monthly newsletter we create on your behalf prior to publishing it to your website.
- b) **Website Updates.** Our Support Team will add, edit or delete pages on your website as requested by you or your team.

### 3. General Terms

- a) Information you provide Smile Marketing is treated as confidential in accordance with relevant patient privacy statutes for your jurisdiction and our privacy policy published here: [www.smilemarketing.com/privacy](http://www.smilemarketing.com/privacy)
- b) You certify that you have the rights, permissions and releases to post text, images or video content that you self-publish or supply to Smile Marketing for publishing.
- c) You verify that as part of your practice privacy policy, patient contact via email is an extension of your privileged doctor/patient relationship.
- d) You agree that Smile Marketing may give public notice of its design and/or hosting of your website.
- e) You certify that you have reviewed the stock Smile Marketing content which can be seen here (<http://demo1.smilemarketing.com>), verify its accuracy and assume all responsibility for any consequences resulting from its publication on your website. You agree to preview all new website content supplied by Smile Marketing in a timely manner.
- f) You acknowledge that all Smile Marketing supplied text, images and software is copyrighted by the respective copyright holders listed at: [www.smilemarketing.com/copyright](http://www.smilemarketing.com/copyright). You may not reproduce or create derivative works from our content for use in any media, now or in the future, without the express, written permission of Smile Marketing.



- g) You agree to comply with our acceptable use guidelines, which we may change from time to time. We reserve the right to discontinue service due to, but not limited to: publishing private, illegal, defamatory, obscene, slanderous or inappropriate materials, fraud, copyright infringement, non-payment of service, abandonment or non-responsiveness or, abusive use of website resources or email services.
- h) All website-generated patient emails will be CAN-SPAM compliant, containing a provision for each patient to unsubscribe from receiving future communications.
- i) Neither party will be liable for its inability to abide by these terms, or for any interruption in the service due to weather, disaster, terrorism, Internet access, routine server maintenance or acts of God.
- j) Smile Marketing reserves the right to change the terms of this agreement by submitting such changes in writing within 30 days prior to the expiration of this agreement.

**A detailed list of features of our Basic Service is described here:**

[www.smilemarketing.com/plan](http://www.smilemarketing.com/plan)