

TERM OF USE SERVICES/PRODUCTS 2B COMPANY LTDA

These terms govern the relationship between, on the one hand, 2B COMPANY LTDA., a duly incorporated company, registered with the CNPJ under No. 54.790.599/0001-33, with its registered office at R. Teotônio Vilela, 120-B, Jardim São Rafael, São Carlos, São Paulo, Brazil, CEP 13.568-000, hereinafter referred to as "2B" and, on the other hand, an individual or legal entity, user of 2B's system, through access to the website www.2baligner.com.br, hereinafter referred to as CONTRACTING PARTY, who must accept these terms of use and all the policies that govern them, including the following considerations:

WHEREAS 2B is a Brazilian intelligence and technology company for dentists, which develops and markets products and services associated with dental diagnosis and planning, with the aim of promoting health and well-being for the CONTRACTING PARTY's patients;

WHEREAS the services of diagnosis, planning, prototyping and manufacture of aligners will be marketed according to the order to be placed by the CONTRACTING PARTY exclusively on the 2B website found at www.2baligner.com.br;

WHEREAS 2B will draw up the orthodontic plan, under the supervision and sole and exclusive responsibility of the CONTRACTING PARTY, subject to approval by digital means (e-mail, WhatsApp) offered by 2B;

WHEREAS 2B will make available to the CONTRACTING PARTY the access link to the planned case, necessary for the proper opening, viewing, correction and approval of the service to be contracted;

WHEREAS, if the CONTRACTING PARTY chooses to plan in such a way as to contract 2B only for the manufacture of the aligners, the CONTRACTING PARTY must offer 2B, at any time and free of charge, the set of STL files in the standards established by 2B, which will be used for the prototyping of the 3D models and the manufacture of the aligners;

The parties decide, of their own free will and in the best form of law, to enter into this 2B service use agreement, to establish the rules and conditions applied to orders placed by the CONTRACTING PARTY and do so in accordance with the following clauses:

1. GENERAL TERMS OF THE AGREEMENT

The purpose of these terms is to establish the rules and conditions of the diagnostic, planning, prototyping and manufacturing services for aligners, under the terms of the WHEREAS described above, requested by the CONTRACTING PARTY from 2B.

This term must necessarily be analyzed together with the order placed, which will contain the specifications of the planning and aligners to be produced, as well as the services to be provided by 2B to the CONTRACTING PARTY.

2. THE ORDER

2.1 The CONTRACTING PARTY's order shall be made exclusively through the electronic site available at www.2baligner.com.br, in accordance with the instructions and steps determined by 2B for finalizing the request.

2.2 The CONTRACTING PARTY is responsible for the veracity and completeness of the information provided to 2B when placing the order, as well as guaranteeing that it will provide all the data necessary for the realization of the service/products.

2.3 The application will be deemed to have been received when it is sent to 2B via the website indicated in item 2.1 and in accordance with the instructions and steps indicated by 2B's service team.

3. AMENDING THE ORDER

3.1. The order received may be amended, at no additional cost to the CONTRACTING PARTY, provided that the request is made within a maximum of 24 (twenty-four) hours of its inclusion on the 2B website.

3.2 Any changes to orders, provided that they are made within the period specified in clause 3.1, must be requested by sending a message via the WhatsApp contact available on the website indicated in item 2.1 or to the email sac@2baligner.com.br, failing which the order will be processed as originally placed.

3.2.1 If the changes requested by the CONTRACTING PARTY result in a price difference, the amount paid in excess will be refunded by 2B to the CONTRACTING PARTY within a maximum of 10 (ten) working days.

3.2.2 When exchanging for services of a higher value, the difference will be charged separately, according to the new order.

3.3 Changes requested by the CONTRACTING PARTY after the deadline set out in clause 3.1 has elapsed will automatically be characterized as a new request and will be charged an amount to be determined by 2B.

4. CANCELING THE ORDER

4.1. The CONTRACTING PARTY may cancel the order, without incurring any additional charge, within a maximum of 24 (twenty-four) hours after the order has been sent through the website indicated in clause 2.1, in which case 2B will return in full any amounts paid by the CONTRACTING PARTY.

4.2 If the CONTRACTING PARTY chooses to cancel the order after the deadline set out in clause 4.1, 2B will retain the full amount paid for the service as remuneration for any work already carried out.

4.2.1 The retention of the value is based on the eminently personalized nature of the aligners, which are custom-made to meet the specific needs of the individual case. This makes them exclusive, irreplaceable products with no commercial value for third parties, making it impossible to sell them.

4.2.2 If the product/service has already been produced by 2B at the time of cancellation under the terms of clause 4.2, it shall remain available to the CONTRACTING PARTY for expressions of interest for a period of 10 (ten) working days, and the CONTRACTING PARTY shall be solely responsible for contracting freight to send the goods.

4.2.3 Once the period set out in item 4.2.2 has elapsed without the CONTRACTING PARTY expressing an interest, 2B reserves the right to dispose of the product through the channels it deems appropriate for this purpose.

4.3 2B shall not be held liable for delays in delivery of the product if they are caused by third-party service providers, such as, but not limited to, the postal service and carriers.

4.4 If the delay in delivery of the services/products is due to technical reasons for which 2B is responsible, the CONTRACTING PARTY shall be notified immediately.

4.4.1 In the event of the occurrence of the provisions of item 4.4, the CONTRACTING PARTY may cancel the order placed, in which case 2B will return the amounts paid by the CONTRACTING PARTY for the services/products not delivered.

5. EXECUTION OF ORDERS

5.1. 2B is responsible for executing the order in accordance with the specifications requested by the CONTRACTING PARTY.

5.2 The accuracy of the diagnosis or planning, as well as the clinical adaptation of the prototyping service and aligners, will depend on the quality of the physical and/or digital models and image examinations sent by the CONTRACTING PARTY to 2B, and 2B will not be held responsible for results resulting from incorrect or inadequate information provided by the CONTRACTING PARTY.

5.2.1 2B reserves the right to evaluate the documentation submitted by the CONTRACTING PARTY, subjecting the manufacture of the aligners to prior technical approval. In the event that the documentation does not meet the essential technical requirements, 2B will notify the CONTRACTING PARTY of the need for adjustments, and the start of the service will be conditional on the documentation being regularized.

5.3 Processing of the application will begin 24 (twenty-four) hours after receipt of the files by 2B, unless this deadline falls on a non-working day, in which case processing will begin on the first subsequent working day.

5.3.1 Once 2B has received all the data and information necessary to process the order, the preliminary result (orthodontic planning) will be delivered to the CONTRACTING PARTY within 10 (ten) working days of confirmation of payment.

5.4 After delivery of the preliminary result (orthodontic planning) by 2B, the CONTRACTING PARTY shall contact 2B to discuss, amend or approve the respective result within 7 (seven) calendar days from the date of delivery.

5.5 Once any adjustments to the preliminary result have been made and the planning carried out by 2B has been approved by the CONTRACTING PARTY, a period of up to 10 (ten) working days begins for the service/product to be sent to the CONTRACTING PARTY, excluding from this 10 (ten) working day period the delivery time of the postal service or the carrier chosen by the CONTRACTING PARTY.

5.6 In case 2B has any doubts about the information provided by the CONTRACTING PARTY or verifies the impossibility of producing the requested service, it will inform the CONTRACTING PARTY immediately. This communication will interrupt the delivery deadline established in clause 5.5.

5.7 If the information provided by the CONTRACTING PARTY is inadequate, insufficient or does not comply with the image acquisition protocol, available on the website indicated in clause 2.1, 2B may, at its sole discretion, suspend the execution of the planning, informing the CONTRACTING PARTY of the need to send the appropriate information.

5.8. 2B is only responsible for the execution of the planning carried out by its team, and has no responsibility for any errors in the planning and execution of the clinical procedures carried out by the CONTRACTING PARTY, regardless of the software used for this purpose.

5.9 As with any health treatment, orthodontics performed with aligners are subject to variables that may interfere with the final result of the treatment, such as the specific biological characteristics of each patient, the patient's cooperation in adhering to the treatment and the correct application of the clinical sequence of procedures necessary for the proper progression of the treatment. It is therefore possible that after the initial products (aligners) have been completed, complementary treatment may be required, identified in this term as REFINEMENT.

5.10. The REFINEMENT will be considered as a new plan, upon the submission of newly updated documentation. REFINEMENTS are charged separately, according to the number of aligners required, and go through the same process of discussion and approval between 2B and the CONTRACTOR.

5.10.1 In the event that the CONTRACTING PARTY requests a new REFINEMENT order, 2B will use the remaining credit from the previously purchased aligners. If the credit is insufficient, the CONTRACTING PARTY must supplement the payment for the additional aligners.

6. DELIVERY

6.1 The products and services will be delivered to the CONTRACTING PARTY, at the address indicated by the CONTRACTING PARTY in the registration made on the website presented in clause 2.1, and the CONTRACTING PARTY is responsible for bearing all costs related to the shipment and freight of the product.

6.2 It shall be the responsibility of 2B to ensure that the product is properly packaged and posted by the postal service or carrier indicated by the CONTRACTING PARTY

6.3 Fees, taxes or any other amounts charged as a result of the transportation of the product shall be the sole responsibility of the CONTRACTING PARTY.

7. RESPONSIBILITY OF THE PARTIES

7.1 The CONTRACTING PARTY's obligations and responsibilities are:

- a) The CONTRACTING PARTY is responsible for sending 2B quality images and data that enable the service provided for in the scope of this agreement to be carried out properly;
- b) The CONTRACTING PARTY guarantees that it has the technical professional qualifications required by law for the clinical procedures to be carried out using the service/product provided by 2B;
- c) The CONTRACTING PARTY is fully responsible for the planning approved by 2B and for the clinical procedure to be carried out on their patient;
- d) The CONTRACTING PARTY may not, under any circumstances, make any changes to or remove the identifications of the 2B brands that appear on the services and products sent/available.
- e) The CONTRACTING PARTY is responsible for all costs relating to the postage of the product, as well as taxes and duties arising from such shipment.
- f) The CONTRACTING PARTY declares that it has obtained the express written or verbal authorization of the patient/client to share their personal data for the purposes of contracting dental planning and treatment services on the 2B website, ensuring that the collection and processing of said personal data are in strict compliance with the principles and guidelines of the General Personal Data Protection Law (LGPD), Law No. 13,709/2018, and other applicable legal rules.
- g) In compliance with this contract, the CONTRACTING PARTY is authorized to publish 2B-branded products in its digital media.

7.2 The following are 2B's obligations and responsibilities

- a) 2B is responsible for carrying out the planning requested by the CONTRACTING PARTY and for manufacturing and shipping the products resulting from this planning and duly approved by the CONTRACTING PARTY;
- b) 2B will use its best technical and professional efforts to fulfill the order placed by the CONTRACTING PARTY;
- c) 2B undertakes to comply with the deadlines set out in these terms of use, except in the event of unforeseeable circumstances or force majeure;
- d) 2B undertakes to package the product properly, and the CONTRACTING PARTY is responsible for how the product is sent.

8. SIGNATURE

8.1. For all legal purposes and effects, the parties acknowledge and agree that their signatures on this instrument may be made by electronic means, as well as the signatures of witnesses, constituting a suitable means and having the same validity and enforceability as handwritten signatures affixed to a physical document. Furthermore, under the terms of article 10, paragraph 2, of Provisional Measure 2.200-2/01, the Parties expressly agree to use and recognize as valid any form of proof of agreement to the terms herein agreed in electronic format, even if they do not use a digital certificate issued under the ICP-Brazil standard."

9. GENERAL CONDITIONS

9.1 The CONTRACTING PARTY is solely responsible for the suitability, conservation and conditioning of the service/product after delivery. In the case of prototyping services, the guides must be used within 30 days or less of being posted and must be kept in a cool place, with a temperature no higher than 25 degrees Celsius and protected from light.

9.2 2B does not guarantee the effectiveness and outcome of the clinical procedure to be carried out by the CONTRACTING PARTY, which is the sole responsibility of the CONTRACTING PARTY.

9.3 The CONTRACTING PARTY hereby acknowledges that 2B is exempt from paying any compensation for the planning and clinical treatment carried out. Nevertheless, in the event of any liability of this nature being attributed to 2B, the

CONTRACTING PARTY, as the party absolutely responsible for the dental planning and treatment, shall reimburse the respective amount to 2B, plus interest and monetary correction, as well as any expenses incurred with legal fees, court costs and/or relevant expenses.

9.4 2B reserves the right not to perform the service/product if it identifies medical or patient safety risks.

10. DEADLINES

10.1 These terms will come into force from the date of acceptance on the 2B website (www.2baligner.com.br) and will be linked to the order placed.

11. THE FORUM

This term will be governed by Brazilian law.

The parties elect the jurisdiction of the city of São Carlos, state of São Paulo, expressly waiving any other jurisdiction they may have or come to have, to settle any doubts and/or omissions that may exist in these terms.

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