



For a lifetime.

Tooth for all membership: Term sheet.

The Tooth for all one-year membership is priced at AED 3500. This is a limited annual membership to avail dental implants in UAE, on a very special pricing. This membership is a limited startup offer. **As a special launch promotion, TFA membership is offered for just AED 1200 a promotional price valid for a limited period only.**

1. Please fill this PDF term sheet
2. Send the PDF filled with your details to info@toothforall.ae
3. Scan the qrcode and make the payment 1200 AED
4. After your payment our customer care will get back to you.
5. For any request reach us at 0521037310.

In future if you are not interested in TFA membership program, you can ask to remove your personal detail from our archives. In any case by policy, we will * NEVER * share your data with anyone.



Scan this qrcode to make the payment.

Name of the Member

Pricing for dental implants with TFA. Standard pricing ranges from AED 6000- 9000.

- M-B SCREW IMPLANT 1999 AED
- 2 PIECES SCREW 2500 AED
- PLATEU TYPE 3999 AED
- SAME DAY TOOTH: IMMEDIATE LOADING 4850 AED.

Membership Start Date

Membership End Date

Membership Period

12 months

Membership Fees / year

- 1200 AED

Membership Services

Dental implants

Membership Signature

CRGHS Signature



CRGHS is a startup that works on healthcare solutions for international and local patients in UAE. We intend to take advantage of a growing emphasis on technology in healthcare and develop newer ways to diagnose and treat patients. This will make healthcare options much more accessible and affordable to the target population. **CRGHS is proud to announce its first project, Tooth for all. Tooth for all is a pioneer project of CRGHS to provide 360 dental health care with a special emphasis on Restorative Dentistry and Implantology.** Implantology is a branch of Dentistry dealing with the permanent implantation or attachment of artificial teeth in the jaw. Our professional network also provides the state of the art of dentistry services.

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Tooth for all membership: Term & Conditions.

1. Definitions and Interpretations.

1.1. In this **Tooth for All** Membership Agreement the following capitalized words and expressions have the following meanings: **TFA** means Toothforall. **IPR** Intellectual Property Rights means all patents, unpatented inventions, registered and unregistered designs and design rights, copyrights (including rights in computer software), database rights, topography rights, domain names, trademarks, rights in trade dress and get-up, rights in goodwill or to sue for passing off, service marks, trade names, logos, rights in trade secrets, know-how (including applications or the right to apply for registration of all of the foregoing) and all other intellectual property rights of any nature whatsoever and all rights of a similar nature or having similar effect throughout the world whether registered or unregistered and whether now existing or in the future created including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights. **DM:** Documents and Materials means any and all documents, reports, spreadsheets, data, information, and/or other materials made available via or by means of the Membership Services. **MA:** Membership Agreement means this agreement which consists of these Standard Terms and Conditions and the Term Sheet. **Member:** Member shall mean the client who shall avail the Membership Services from TFA. **MF:** Membership Fees means the membership fees specified in the Term Sheet, unless varied in accordance with Clause 3.5. **MP:** Membership Period means the period specified in the Term Sheet during which the Membership Services will be made available to the Member. **MS:** Membership Services means the services provided by the TFA or any of its affiliated clinics as described in the Terms Sheet relating to Dental Services. **MC:** Membership credentials. **MSD:** Membership Start Date means the date on which the Membership Services start, as specified in the Term Sheet.

1.2. In this **MA** any references, express or implied, to statutes or provisions are references to those statutes or provisions as amended or re-enacted from time to time. References to 'Clauses' are to clauses in these Standard Terms and Conditions. The terms 'include' and 'including' will be construed as illustrative, without limiting the sense or scope of the words preceding them. A reference 'in-writing' or 'written' includes emails and contracts in writing. References to a person include natural persons, companies, partnerships, and any other organizations (whether or not in each case having separate legal personality).

2. Membership Services

2.1. Subject to payment of the MF and the Member's compliance with the terms of this MA, TFA will provide MS by itself or through any third party clinics during the MP.

2.2. TFA or the associated third party clinics will provide MS with professional skills and care to a diligent professional standard.

2.3. Members are responsible to take reasonable care of their dental health after they have completed their procedures with TFA or any other third-party clinics. Members are advised to have mandatory regular follow up with the clinics once in every 6 months, or even earlier as and when required after the procedure to ensure that there are no complications and that dental health is maintained. TFA or any other third-party clinics shall not be held liable for the lack of care or maintenance; or for the non-compliance of the Members to follow-up/check-ups.

3. Membership Fees

3.1. MF are payable in full in advance and is non-refundable.

3.2. TFA will issue the Member with an invoice for the MF on or around the date of this MA.

3.3. TFA reserves the right to delay the MSD until the MF has been received in-full and cleared funds. TFA shall send a notification by phone and email confirmation. MF is inclusive of VAT or other similar taxes, duties, charges, or assessments, which will be added (if applicable) as required by applicable legislation.

3.5. Members shall not transfer the Membership to any third party and the MS is only provided to Member. TFA Membership is for one person only.



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4. Proprietary Rights

4.1. In consideration of and subject to the Member's payment of the Membership Fees, TFA grants to the Member a non-exclusive, non-transferable license to access and use the MS and the DM for the MP strictly in accordance with and subject to the terms and conditions of this MA.

4.2. The Member undertakes to comply with this MA.

4.3. The Member acknowledges that all Intellectual Property Rights in and to the MS and the DM belong to TFA and/or its third-party licensors and the Member shall not acquire any rights in or to the MS or the DM other than the right to access/use them strictly in accordance with the terms of this MA.

4.4. TFA reserves the right to get into contracts with any third party as they deem fit in order for TFA to enable it to provide the MS.

5. Limitation of Liability and Indemnities

5.1. TFA will use reasonable endeavors to ensure that the MS provided are of high quality and in line with the market standards. However, TFA does not guarantee the quality of any aspect of the MS provided by the third party clinics. TFA accepts no liability for any loss or damage whatsoever sustained by the Member as a result of using or relying on any aspect of the MS.

5.2. Subject to Clause 5.3, neither party will be liable to the other in contract, tort (including negligence and breach of statutory duty) misrepresentation or otherwise for any loss of revenue, profit, business opportunity or anticipated savings, or for any loss of goodwill or reputation, or for any indirect or consequential loss arising under or in relation to this MA.

5.3. Nothing in this MA will exclude or limit either party's liability in respect of:

- a) personal injury caused by the negligence of such party or its agents, officers or employees;
- b) fraud or fraudulent misrepresentation;
- c) misuse of the other's confidential information;
- d) payment of sums properly due and owing to the other in the course of normal performance of this MA; or
- e) other matters for which liability cannot be lawfully excluded or limited.

5.4. Subject to Clause 5.6, each party (the Indemnifying Party) agrees to indemnify the other party (the Indemnified Party) from and against any and all expenses, costs, liabilities, losses, or damages actually incurred by the Indemnified Party arising out of a breach by the Indemnifying Party of any of its representations, warranties, or undertakings contained in this MA.

5.5. TFA shall not be held for any misconduct or any negligence attributable to any third party clinics or any other partner clinics.

5.6. If TFA is liable to the Member under this Membership Agreement for any reason, then (subject to Clause 5.4) TFA's liability will be limited to the amount of MF paid or payable by the Member in the preceding 12-month period.

6. Membership Credentials

6.1. The Member agrees that all Membership Credentials used to access the MS are confidential and personal.

6.2. The Member must notify TFA immediately of any unauthorized use of any MC or any other breaches of security regarding the MS that come to the Member's attention.

6.3. Without prejudice to any other right or remedy, TFA may disable any MC at any time if in TFA's opinion the Member or a

Permitted User has failed to comply with Clauses 6.1 and/or 6.2.

6.4. TFA reserves the right to temporarily suspend the MS (whether in whole or in part) for the purposes of maintenance or upgrade, but TFA will use reasonable endeavors to carry out such maintenance/upgrade during periods of low demand for access and to minimize the period of such maintenance/upgrade.

7. Termination

7.1. Without prejudice to any other rights or remedies which the parties may have, either party may terminate this MA immediately on giving written notice to the other party:

a) if the other party commits a breach of any of the material terms of this MA not capable of remedy;

b) if the other party commits a breach of any of the material terms of this MA capable of remedy and fails to remedy that breach within thirty (30) days of being notified in writing of the breach; or

c) if the other party goes into liquidation (whether compulsory or voluntary) otherwise than for the purposes of a bona fide amalgamation or reconstruction, or an administrator or receiver or similar officer is appointed over the whole or any part of the other party's assets, or the other party enters into any arrangement for the benefit of or compounds with its creditors generally, or threatens to do any of these things, or any judgment is made against the other party, or any similar occurrence under any jurisdiction affects the other party, or the other party ceases or threatens to cease to carry on business.

7.2. In addition, TFA may immediately terminate this MA on written notice to the Member:

- a) if the Member is or becomes a competitor of TFA; or
- b) if the Member is in breach of Clause 7.1(c).

7.3. Without prejudice to any other rights or remedies under this MA, TFA is entitled to immediately suspend the Member's access to any or all of the MS, without prior notice, in the event that TFA reasonably believes the Member is in breach of any term of this MA.

7.4. TFA may terminate this MA without cause if found that Member have directly engaged with the third-party Clinics.

8. Consequences of Termination/Expiry

8.1. Upon expiry of the MP or earlier termination of this MA:

a) the Member will ensure that they immediately cease using the MC and MS.

b) unless the Member has terminated this MA due to TFA's uncured material breach, TFA will not be required to refund any MF received from the Member.

c) Member undertakes to pay any outstanding amount due to TFA at the time of termination of this MA.

8.2. Termination or expiry of this MA will not operate as a waiver of any breach by either party of any of the provisions hereof and will be without prejudice to any rights or remedies of either party which arise as a consequence of such breach or which have accrued under this MA up to the date of such termination:

9. Miscellaneous

9.1. Confidentiality: Each party undertakes to the other that it will treat as confidential the terms of this MA together with all information whether of a technical nature or otherwise relating in any manner to the business or affairs of the other party, save only information which (a) is or becomes available to the public other than as a result of a breach of this Clause or (b) is or becomes available to the receiving party from other sources free of restriction as to its use or disclosure.

9.2. Entire Agreement: This MA contains the entire understanding and agreement of the parties relating to its subject matter and supersedes in all respects the terms attached to any Purchase Order/Invoice issued to enable payment and any previous or other existing arrangements, agreements or understandings between the parties whether oral or written in relation to its subject matter.

9.3. Assignment: This MA is personal to the parties hereto and neither party will, without the prior consent in writing of the others (not to be unreasonably withheld, delayed or conditioned), assign, sub-license, charge, transfer or otherwise deal with the whole or any part of this MA or its rights or obligations in this Membership Agreement or purport to do the same.

9.4. Variation: No variation or agreed termination of this MA will be effective unless made in writing and signed by or on behalf of each of the parties. During the first membership fee payment the member accept this MA as it is.

9.5. In the event that any provision or part of a provision of this MA is, or is held to be, illegal, invalid, unenforceable or against public policy pursuant to a final adjudication by a court of competent jurisdiction such provision will be severed here from and the remainder of this MA will be deemed in full force and effect.

9.6. Discharge & Waiver: No failure or delay by either party in exercising any right or remedy under this MA will operate as a waiver of that right or remedy, and no single or partial exercise by either party of any right or remedy will preclude any further exercise of that right or remedy or the exercise of any other right or remedy. No waiver or discharge of any breach will be effective unless made in writing and signed by the party giving the waiver. The rights and remedies provided in this MA are cumulative and are not exclusive of any rights and remedies provided in law or otherwise.

9.7. Force Majeure: Neither party will be in breach of this MA nor bear any responsibility or liability for any losses arising out of any delay or failure in the performance of its obligations under this MA due to events beyond its reasonable control commonly referred to as events of force majeure PROVIDED THAT the defaulting party will promptly notify the other party of the nature and reasons for the delay or failure and will use its reasonable endeavours to mitigate the effects of any default as soon as possible. If any such force majeure event continues for a period of more than one month either party may terminate this Membership Agreement by written notice to the other party without prejudice to the rights

of the parties existing prior to such termination.

9.8. At its own expense each party will execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this MA and the rights expressed to be granted under this MA.

9.9. No Partnership: Nothing in this MA creates or will be deemed to have created a partnership or a joint venture or an agency agreement between the parties. Neither party will do anything to bind the other to any contract or to pledge the credit of the other party or to bind it to any obligation, commitment or liability, nor will represent itself as able to do so.

9.10 Circumvention: The Member shall not directly contract with the third party clinics introduced by the TFA and shall not disclose any of the terms and conditions of this MA to the third party clinics.

9.10. Notices: Any notices sent under this MA must be in writing and may be served by personal delivery or by sending the notice by special delivery at the address given in this MA or at such other address as the relevant party may give for the purpose of service of notices under this MA and every such notice will be deemed to have been served upon delivery if served by hand or at the expiration of two days after dispatch of the same if delivered by special delivery.

9.11. Governing Law & Dispute Resolution: This MA, and any dispute or claim arising out of or in connection with it or its subject matter, is governed by and will be construed in accordance with the laws of United Arab Emirates. The parties irrevocably agree that the Courts of Abu Dhabi will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this MA or its subject matter.

9.12. A person who is not a party to this MA will have no rights to rely upon or enforce any term of this MA.