

Smile Track Club — Terms & Conditions

Effective from: 1st September, 2026

Darwin Orthodontics' Smile Track Club provides remote orthodontic growth-monitoring for patients who have been assessed by Dr Yann and are not yet ready to commence active orthodontic treatment.

Membership is activated following a baseline in-clinic appointment and remains active while the patient is suitable for remote monitoring, until active orthodontic treatment commences.

All clinical decisions relating to Smile Track, including suitability, timing, frequency of reviews and continuation of monitoring are made by Dr Yann or the clinical team based on the patient's individual circumstances.

1. Eligibility

Smile Track Club is available to patients who have been assessed by Dr Yann and are considered suitable for remote orthodontic growth-monitoring.

Monitoring is typically initiated from around 9 years of age, where the patient is considered sufficiently mature to participate and is likely to benefit from ongoing observation before active treatment. Suitability and timing are determined by Dr Yann based on individual circumstances.

For patients under 18, a parent or legal guardian must consent to participation and is responsible for assisting the patient with the service where required.

2. Membership activation and baseline records

Smile Track Club requires an initial in-clinic appointment before remote monitoring can commence. At this appointment, the clinical team will complete baseline records, which may include:

- dental and facial photographs;
- X-rays;
- digital intraoral scans

The clinical team will determine which records are required for each patient.

For patients transitioning from orthodontic growth observation, the membership fee covers the baseline appointment and any required records.

Any assessment or services required before a patient is confirmed as suitable for Smile Track Club are subject to the practice's applicable fees and will be communicated before the appointment where reasonably practicable.

Where a patient attends a baseline appointment but is not confirmed as suitable for Smile Track Club, the membership fee does not apply. The patient or parent/guardian will only be charged the applicable consultation and records fees.

Membership is activated once baseline records are complete and the patient is confirmed as suitable for remote monitoring. The membership period commences from the date of activation.

3. What is included

Smile Track Club members receive:

- access to Smile Track Club from activation until active orthodontic treatment commences, subject to ongoing suitability for remote monitoring;
- up to three virtual clinical reviews per 12-month period;
- access to the Smile Track remote monitoring process via Dental Monitoring;
- clinical review of submitted photographs or scans by the clinical team;
- clinical feedback or recommendations following a review; and
- in-clinic appointments recommended by Dr Yann or the practice as part of Smile Track monitoring.

The 12-month review entitlement resets on each anniversary of the activation date.

The timing and frequency of reviews are determined by the clinical team based on the patient's needs.

4. What is not included

The Smile Track Club membership does not include:

- routine dental examinations or treatment;
- orthodontic treatment;
- emergency or urgent dental or orthodontic care;
- in-clinic appointments requested by the patient or parent/guardian that are not recommended by the practice (see Section 5);
- treatment required following a Smile Track review;
- diagnostic procedures, scans or other services not expressly included; or
- services provided by another healthcare professional or provider.

Any additional services may incur a separate fee.

5. In-clinic appointments and commencement of treatment

Smile Track Club is designed to monitor growth and orthodontic development and identify when an in-clinic assessment may be beneficial.

Where Dr Yann or the practice recommends an in-clinic appointment as part of Smile Track monitoring, this is included in the membership. A recommendation will generally indicate that the patient may be approaching readiness for active orthodontic treatment, although this will be determined by Dr Yann following assessment.

Where an appointment confirms the patient is ready for active treatment, the clinical team will discuss appropriate options with the patient and their parent or guardian. Once active orthodontic treatment commences, the membership concludes.

In-clinic appointments requested by the patient or parent/guardian that are not recommended by the practice are not included and will be charged at the prevailing consultation fee.

Any orthodontic treatment recommended following an in-clinic appointment is separate from the membership and subject to applicable treatment fees and terms. The membership fee is not a deposit or prepayment towards orthodontic treatment and will not be credited towards treatment fees.

6. Submitting Smile Track scans

Members are responsible for submitting photographs or scans in accordance with the instructions provided by the clinical team via Dental Monitoring.

The quality of submissions may affect the clinical team's ability to complete a review. If a submission doesn't meet the quality required, the team will let the member know and may request a new scan or recommend an in-clinic appointment.

A submission that cannot be assessed does not count as a completed review.

If a member has a concern between scheduled reviews, they should contact the practice directly in the first instance. Where the clinical team determines that an additional scan is required in response to a concern raised with the practice, this scan will not count toward the three scheduled reviews per 12-month period.

Any scan submitted independently by a member without prior direction from the clinical team will be counted as one of the three scheduled reviews within the membership period.

7. Clinical review and response times

Smile Track reviews are conducted by appropriately qualified members of the clinical team during normal practice operating hours.

Reviews are based on the photographs, scans and information available and are not a substitute for an in-clinic examination where one is required.

The practice will aim to review submissions promptly within its usual workflow, but specific turnaround times are not guaranteed.

Smile Track is not an emergency or urgent-care service. If a member has an urgent dental or orthodontic concern, they should contact the practice directly or seek appropriate urgent care.

8. Membership period

Membership commences on the date of activation and remains active until the earliest of:

- the patient commencing active orthodontic treatment;
- the clinical team determining that remote monitoring is no longer suitable; or
- cancellation in accordance with Section 12.

The membership does not automatically renew.

9. Changes in circumstances

Members should notify the practice if their circumstances change in a way that may affect their participation, including:

- becoming unable to participate in remote monitoring;
- transferring care to another provider; or
- changes in contact details.

The clinical team may recommend an alternative form of care where Smile Track is no longer suitable.

10. Technology and third-party platforms

Members are responsible for having access to a compatible device, internet connection and any required application or software.

Some devices require an LED light adapter for image capture. Where required, the adapter must be ordered directly from Dental Monitoring at no cost. The practice will advise if an adapter is needed and provide ordering information. Delivery may take approximately one week.

The practice is not responsible for delays in delivery of third-party equipment or temporary technical issues with third-party platforms outside its reasonable control.

11. Privacy and personal information

Personal and health information collected through Smile Track will be handled in accordance with the practice's Privacy Policy and applicable Australian privacy laws.

Information may be collected, stored and processed through the technology platforms used to provide Smile Track.

By joining Smile Track Club, the member or their parent/guardian consents to the collection and use of information reasonably required to provide the Smile Track service, subject to the [Darwin Orthodontics Privacy Policy](#).

12. Cancellation and refunds

Smile Track Club is a one-off membership providing access to the Smile Track service while the patient remains in the pre-treatment monitoring pathway.

The membership fee is payable at the time of joining. The fee is for access to the service and is not apportioned by duration of membership or number of reviews.

The fee is non-refundable where the member chooses not to participate, no longer requires monitoring, transfers care to another provider, or otherwise chooses not to use the service.

Where active orthodontic treatment commences, the membership concludes and no refund or credit towards treatment applies.

If you wish to cancel within 14 days of activation and before your first remote review, please contact the practice to discuss your options.

Nothing in these Terms is intended to exclude, restrict or modify any right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable law.

13. Communications

Members may receive communications relating to their membership, including reminders, scan requests, review outcomes and appointment information.

Members are responsible for keeping their contact details up to date.

14. Changes to Smile Track Club

The practice may make reasonable changes to how Smile Track Club operates, including changes to technology, processes or the platform used for remote monitoring.

Where a change materially affects the service, the practice will provide reasonable notice where practicable.

Changes to these Terms will not remove or reduce rights that members have under Australian Consumer Law.

15. Clinical care and treatment outcomes

Smile Track Club supports orthodontic monitoring and decision-making. Participation does not guarantee a particular dental or orthodontic outcome and does not replace professional judgement or recommended treatment.

16. Responsibility of members and parents/guardians

Members, or their parent/guardian where applicable, are responsible for:

- following instructions provided by the clinical team;
- submitting photographs or scans as requested;
- providing accurate and complete information;
- attending recommended in-clinic appointments;
- notifying the practice of relevant changes in circumstances; and
- seeking appropriate care where an urgent concern arises.

17. Concerns and feedback

If a member or parent/guardian has any concerns about the Smile Track Club service, they are encouraged to raise them directly with the practice in the first instance.

18. Australian Consumer Law

Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantee, right or remedy available under the Australian Consumer Law or any other applicable law.

Where any provision is inconsistent with a mandatory legal requirement, that legal requirement prevails.

19. Acceptance

By purchasing or activating a Smile Track Club membership, the member or their parent/guardian confirms that they:

- have read and understood these Terms and Conditions;
- understand what is and is not included in the membership;
- understand that Smile Track is a remote monitoring service, not a substitute for routine dental care or orthodontic treatment;
- understand that the membership fee is not a deposit or credit towards orthodontic treatment; and
- consent to participate in Smile Track Club in accordance with these Terms.
- understand that an in-clinic appointment recommended by Dr Yann or the practice is included in the membership;
- understand that an in-clinic appointment requested by the patient or parent/guardian that is not clinically recommended may incur a consultation fee;
- understand that a recommendation for an in-clinic appointment will generally indicate that the patient is approaching or may be ready to commence active orthodontic treatment, although this will be determined following clinical assessment;
- understand that orthodontic treatment is not included in the Smile Track Club membership;
- understand that the membership fee is not a deposit or credit towards orthodontic treatment; and
- consent to participate in Smile Track Club in accordance with these Terms and Conditions.

