

Terms of use – DTX Studio Smile

Effective February 20th, 2023

General

These Terms and Conditions ("Terms") are concluded between you and Medicim and/or any other affiliated company (defined as any other business entity, whether current or in the future, that directly, or through one or more intermediaries, controls or is controlled by or is under common control) of our group ("Company" or "Our" or "We"). If you choose to use this Website ("Site"), You hereby accept to abide by all the Terms and any other terms which are incorporated herein by reference.

Company may change, suspend or discontinue any aspect of this Site at any time, including the availability of any feature, database, or content. Company may also impose limits on certain features and services or restrict access to parts or all of the Site without notice or liability. Additionally, Company may terminate and/or suspend access and/or ability to utilize the Site at any time and without notice, should any of the Terms be violated.

Using the Site may be prohibited or restricted in certain countries. You are responsible for complying with the laws and regulations of the territory from which You access or use the Site.

1. Definitions

- 1.1. "Access Key" shall mean a password, barcode, or similar key or code providing access to the Site.
- 1.2. "Clinician" is a licensed health care professional, dental laboratory, dental technician, and/or dental radiologist who maintains a current license for DTX Studio Clinic and maintains any and all applicable professional licenses or accreditations that are current and in good standing.
- 1.3. "You" shall mean you as a user of the Site.
- 1.4. "Services" means the possibility to receive and view Content, which a Clinician made accessible to You through the Site.
- 1.5. "Access Period" is a period starting on the first date a Clinician shared Content with You through the Site and ending 3 months thereafter. The Clinician may extend or renew the Access Period with 3 months by again sharing Content with You through the Site.
- 1.6. "Content" includes but is not limited to text, videos, photos, x-rays, medical images, scans, files, images, data, presentations and/or other content. Clinician retains all rights, responsibility and liability for all Content.

2. The Services

- 2.1. For the duration of the Access Period, Company will make reasonable efforts to allow You to use the Services under the Terms.
- 2.2. The information available in the Content Shared with You through the Site is solely determined by the Clinician. So, under no circumstances Company will be responsible for the nature and quality of the Content or any part thereof.
- 2.3. You acknowledge that the IT infrastructure You use for accessing the Site and viewing the Content may determine the level of detail and/or accuracy with which medical image data

available on the Site as part of the Content can be viewed. Viewing certain medical image data file types may require the installation of dedicated software applications. You are solely responsible for selecting, obtaining and installing such dedicated software applications.

3. Accessing the Site

- 3.1. For the duration of the Access Period, You are allowed to access the Site at no cost. However, in order to access the Site, You require an Access Key. You can request Your Access Key by submitting to the Site the e-mail address You provided to the Clinician at the time You agreed to the Clinician sharing Content with You through the Site. Following Your request, the Access Key will be sent to this e-mail address. You are solely responsible for maintaining the confidentiality of the Access Key.
- 3.2. The validity of the Access Key may be limited in time and/or be limited to a single session of using the Site. For the duration of the Access Period, You may have the possibility to request a new Access Key in accordance with Section 3.1.
- 3.3. If You become aware of or suspect (i) any unauthorized use of an Access Key by a third party or (ii) Your e-mail account being compromised, You must immediately report this to Company via the email address: privacy@dtxstudio.com. Company will verify your account as quickly as reasonably possible, and will, if necessary, block Your account.
- 3.4. The Content and other data available on the Site are for Your information only and may not be used or otherwise relied upon for any diagnostic or clinical purposes.
- 3.5. By accessing this Site, You agree that You will not use this Site for any purpose that is unlawful or prohibited by these Terms. You shall not use this Site in any manner that could damage, disable, overburden, or impair any of Our server or network or the server or network of Our affiliated companies or of third parties connected to this Site. You shall not gain or try to gain unauthorized access to any area on this Site, which is protected by password, or any other computer systems or networks connected to any of Our servers through hacking or any other means. You shall abide by all applicable national, regional, Federal and State laws and regulations. In the event Company observes or suspects a violation of this Section 3.5, Company will be entitled to take all necessary measures, delete Content or other data, suspend and/or block Your access to the Site, without any obligation of compensation for discontinuation of the Services or any other damage caused by such Company actions.
- 3.6. Access and use of this Site, the Services and any website linked to from this Site and the content thereof is at Your own risk. You are solely responsible for any authorized or unauthorized use of the Content, including each use by third parties.

4. Data storage and protection

- 4.1. The Content that You may receive on this Site is encrypted at the source and decrypted at the intended receiving device. We utilize encryption and security methods that are in compliance with the industry security standards.
- 4.2. Content that is transmitted through the Site will be stored during a period of 3 month starting on the date the Clinician shared the Content with You. Thereafter, the Content will be permanently deleted and will not be available nor retrievable from the Site.

5. Privacy

- 5.1. Company may collect the e-mail address You provided to the Clinician as well as other information in relation to Your use of the Site e.g. IP address, MAC address or other device

identifier or other information that you provide us. Such personal data may be used to enable You to use the Site and view the Content, improve and operate the Site and to communicate with You with respect to your use of the Site. If you do not want to receive any communication from the Company, you may inform us by sending an email at privacy@dtxstudio.com.

- 5.2. Company may also collect certain information on the use of the Site such as technical information (e.g. CPU speed and operating system), general usability information and actual usage information (e.g. time spent on the Site). Company may use this information to troubleshoot issues and to improve the Site and user experience. You may opt out of the collection of this information by sending an email to privacy@dtxstudio.com.
- 5.3. You have the right to see and get a copy of personal data about You that We maintain as well as to ask Us to make corrections to inaccurate or incomplete personal data about You. You have the right to receive data You have provided to Us in a machine-readable format and to transmit that data to another controller. You may also request the erasure of Your personal data or the restriction of its processing, or object to the processing of personal data about You or withdraw your consent. To seek access to personal data about You, to file a concern, complaint, or request for correction, or to opt-out of particular programs, please contact our Privacy Office by emailing us at privacy@dtxstudio.com.
- 5.4. Your Local Data Protection Authority is responsible for making sure that privacy law is followed in the relevant countries. For more information about your privacy rights, or if you are not able to resolve a problem directly with us and wish to make a complaint, contact your local Data Protection Authority (For EU see: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).
- 5.5. Company will implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access by unauthorized third parties and against other unlawful forms of processing. However, we cannot guarantee that unauthorized third parties will not thwart our security systems and gain unlawful access to your personal data.
- 5.6. Our privacy policy, which is incorporated to this Agreement by reference, is available in full here: <https://envistaco.com/en/privacy-policy>.

6. Disclaimer

Company does not guarantee or make any promise relating to the results from utilizing the Site. Company disclaims all representations and warranties, express, implied or statutory, not expressly set out in these Terms. When You select and utilize the Services You do so at Your own risk and Company does not warrant the accuracy, completeness or correctness, timeliness or usefulness of any Content transmitted through or provided by utilizing the Services or Site.

7. Warranty

Any implied warranties are excluded to the fullest permitted extent. We do not warrant the accuracy or timeliness of the Content shared with You on this Site and have no liability for any errors or omissions in the Content. We do not warrant the accuracy, relevance or timeliness of any information You receive or expect to receive from a third party through this Site.

8. Limitation of Liability

- 8.1. Company shall not be liable for indirect, direct, incidental, special, punitive, consequential or any other monetary damages, fees, fines, penalties, or liabilities arising out of or relating to the use of the Site and/or Services. Neither We nor any other party involved in creating, producing or delivering this Site or on any website linked to from this Site shall be liable in any manner whatsoever for any direct, incidental, consequential, indirect or punitive damages arising out of access, use or inability to use this Site or any website linked to from this Site, or any errors or omissions in the content thereof.
- 8.2. Company disclaims any liability, express or implied and shall have no responsibility for any direct, indirect, punitive or other damages arising out of or in connection with any errors in professional judgement or practice in the utilization of the Services. The Services provided are under the control of the Clinician and therefore the Company does not assume any liability whatsoever for damages arising thereof.
- 8.3. Company is not liable for any damage resulting from the use of the Site, including any temporarily unavailability of the Site, including any accidental removal of Content from the Site.

9. Indemnity

You agree to indemnify and hold Us and our affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) Your use of the Site or Services; (ii) Your breach or violation of any of these Terms; (iii) Your violation of the rights of any third party.

10. Intellectual Property Rights

All intellectual property rights on this Site are and shall remain Our exclusive property or of Our licensors, as applicable. All texts, graphics, interfaces, photographs, trademarks, logos, sounds, music, videos, artwork and computer code contained on this Site is owned, controlled or licensed by or to Us, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

11. Waiver and Severability

No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. If any provision of these Terms are found to be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12. Updating Terms

The Company is entitled to change the terms of this Agreement; any and all changes shall become effective the earliest of You accepting them (e.g. when requesting an Access Key), or thirty (30) days after the communication of such change (by notice to you or by update of the Terms on the Site).

13. Governing Law

This Agreement shall be governed by the substantive laws of Switzerland. The exclusive place of jurisdiction shall be at the competent court of the Canton of Zürich.