

General Terms and Conditions

These General Terms and Conditions are valid from: 16 March, 2021 (hereinafter: **GTC**).

Dear User! Please read the below general terms and conditions carefully, as the GTC governs the legal relationship between you, the User and Dicomlab Dental Kutatás-Fejlesztési és Szolgáltató Korlátolt Felelősségű Társaság (hereinafter: **Service Provider**), as well as the provisions of the contract and it also contains useful and important information about the subject matter of the contract and complaint management.

General Terms and Conditions shall mean all contractual provisions that were determined unilaterally by the party implementing them, without the input of the other party, and that were not discussed individually.

The scope of the GTC covers the legal relationships concerning the website (<https://dicomlab.com>) and the subdomains of the Service Provider. You may access the GTC form your profile page at any time.

1. General Provisions

1.1. Service Provider

The **Service Provider** is the operator of the dicomlab.com system (accessible on the dicomlab.com website and its sub-domains). The system and technology provided by the Service Provider (hereinafter: **Platform**) is a complex and innovative oral surgery, prosthetic and commercial system built on guided dental implantation surgery technology, which is the combination of connected implantation surgery and dental technology products and services.

Dicomlab Dental Kutatás-Fejlesztési és Szolgáltató Korlátolt Felelősségű Társaság

Official address: 6726 Szeged, Szent Györgyi Albert utca 2.

Tax number: 26261274206

Company registration number: 06 09 024162

Court of registration: Companies Registry of the Court of Szeged

Authorized signatory: dr. Endre Varga

Homepage/Website: www.dicomlab.com

E-mail address: info@dicomlab.com

Central phone number: +36 30 160 7141

1.2. Hosting provider

The storage and cloud services required for the operation of the Platform are provided by (hereinafter: **Hosting Provider**):

Name: GOOGLE COMMERCE LIMITED
Official address: 70, SIR JOHN ROGERSON'S QUAY, D02R296 DUBLIN 2.
Company reg. number: IE512080
VAT number: IE9825613N
Website: cloud.google.com

1.3. Technology provider

The technology provider of the **Platform** is Dicomlab Dental Kft. (hereinafter: **Dicomlab**), which provides the technology to the **Service Provider** through the **Dicomlab Cloud** product of the company.

Official address: 6726 Szeged, Szent Györgyi Albert utca 2.
Tax number: 26261274206
Company registration number: 06 09 024162
Court of registration: Companies Registry of the Court of Szeged
Authorized signatory: dr. Endre Varga
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E-mail address: info@dicomlab.com
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1.4. Central System

The central system provided by **Dicomlab** is also connected to the **Platform** as an additional module of **Dicomlab Cloud**. The system is available at the <https://dicomlab.com> website (hereinafter: **Central System**), which is primarily used by the partners using the service side of the system (including: **Diagnostic Partners**, Dental technologies, **Dicomlab** service center, etc.).

1.5. User

The User (hereinafter: **User**) is a practicing dentist or an entity having legal personality, who by accepting the GTC and registering on the **Platform** is authorized by the **Service Provider** to use the **Platform**. Through the **Platform** the **User** may purchase elements of the **Platform** and the products and services offered thereon. For the purposes of the GTC, **User** shall mean a dentist, who is currently practicing and gained access to the **Platform**.

The User shall comply with the contents of the GTC and all of its Annexed.

1.6. Diagnostic Partner

Diagnostic Partner (hereinafter: **Diagnostic Partner** or **CBCT Center**) is an entity having legal personality, who creates anatomical imaging input with the Cone Beam Computer Tomography (CBCT) and/or Oral Scan technology for the **Central System** operated by **Dicomlab** (hereinafter: **Image** or **Images**). If the User does not have any partners to carry out the imaging, then the User may employ the services of the Diagnostic Partners of the Diagnostic Partner network accessible through the **Platform**.

1.7. GTC

The GTC determines the purchase terms of products and services between the **Service Provider** and the User (**Service Provider** and User, hereinafter together: **Parties**), as well as the rights and obligations arising between the **Parties**.

2. The Platform

The aim of the **Platform** is to allow the case-specific planning of guided and non-guided dental implantation surgeries and implant based dental prosthetic surgeries, and also to allow for purchasing or ordering the required products and services at the same time.

The products and services sold on the **Platform** may also be purchased or ordered outside of specific cases.

3. Website Disclaimer

The **User** shall note that due to the particularities of the Internet the continuous operation of the Platform may be interrupted even if **Dicomlab** and the **Service Provider** has advance knowledge and does their utmost to prevent it.

Therefore the **Service Provider** does not guarantee the error free and uninterrupted operation of the **Platform**, nor that the access to the Products will be uninterrupted and without errors. The **Service Provider** excludes their liability connected to the aforementioned cases.

4. The operation of the digital data, technical protective measures

1. An internet browser is necessary and sufficient to use the **Platform**. The website may be used without downloading any software or mobile application.
2. The minimum system requirements for the use of the **Platform** and information on the internet browsers compatible with the **Platform** can be found in Annex No. 1. of the GTC.

3. The uptime guarantee of the data serves is over 99.5% of the year. Information about the operation of the digital data management and the applicable technical protective measures can be found on the website of the **Hosting Provider**.

5. Registration

1. The **User** must register to gain access to the **Platform** system. By registering the **User** gains access to the **Platform**.
2. Registration is free.
3. By registering the **User** declares that they have familiarized themselves with the privacy policy and the GTC, and that they agree to be bound by their provisions.

6. User data

1. The **User** is fully responsible for the e-mail address and password of their account, and for all services provided through them. The **User** shall notify the **Service Provider** without delay, if the **User's** data (e.g.: e-mail address and password) was used without authorization or their safety was compromised in any other way. The **Service Provider** excludes all liability for damages resulting from the storage of the password or from handing over the e-mail address and password to a third party.
2. The **User** declares that they shall be responsible for entering true and correct information on the website. The **Service Provider** excludes all liability resulting from receiving incorrect, inaccurate or false information or e-mail address. The **User** may verify and modify their data at any time, except the country of registration. To change the country of registration the **User** must create a new account. The **Service Provider** is entitled to delete obviously incorrect or false data, and in case of doubt the **Service Provider** is entitled to verify that the **User** is a real person.
3. The **Service Provider** reserves the right to refuse the registration of the **User**, if justified, especially if the **User** enters false or incomplete data or misuses the website in any way.
4. The **Service Provider, as well as Dicomlab** handles the personal data of the **User** as described in the Privacy Policy.

7. Information about the products

1. The displayed products may be ordered online on the website of the **Platform**.
2. The prices displayed for the products are in Euro, they include the statutory value added tax, however they do not include the cost of shipping. No additional packaging costs will be charged.

3. In the web shop the **Service Provider** displays the name of the product, and provides detailed information and a photograph. The pictures displayed on the data sheet of the product may differ from the actual product, these only serve as an illustration. The **Service Provider** shall not be liable for any differences between the appearance of the product on the pictures and in real life.
4. The **User** shall pay a price for the Products sold by the **Service Provider**.
5. The **User** may access the current price lists of the products online, on the **Platform**.
6. When ordering a product, the **User** shall have no other financial obligations beyond paying the price of the Product. The **User** shall not provide any deposit or any other monetary guarantee for the **Service Provider**.
7. The Website shall not charge the **User** any additional fees for the internet, mobile or other electronic connection of the device used for the ordering and purchasing process (mobile phone, phone, a computer or tablet connected to the internet, etc.) or the fee for the special payment method (e.g. payment by SMS) - beyond the fees of the telecommunication provider as set out in the User's individual subscription or other contract. No premium rate services are used.

8. Payment methods

The **User** may pay the price of the Products **by immediate or deferred payment**, charged to their own and/or shared funds. The primary method for payment is the immediate payment charged to the User's own funds. Deferred payment requires a separate agreement. The GTC only contains provisions about the technical implementation of payments charged to shared funds.

1. In case of immediate payment the **User** pays the price of the Product with a bank account connected to the bank card at the same time as placing the order, and by submitting the required bank card information, the **User** authorizes the **Service Provider** to charge the associated bank account for an amount equal to the purchase price of the order (online payment by bank card).
2. In case of immediate payment the **User** provides the required bank card information through the integrated payment system of **Braintree**. To speed up the immediate payment process the **User** may store (save) their bank card information during the first payment, so it will be available automatically at the time of later transactions. Storing the bank card information in this way is optional.
3. The **User** may access the list of payment methods accepted by Braintree on the <https://www.braintreepayments.com/hu> website.
4. The **User** may pay by deferred payment, if the **User** has entered into a separate deferred payment agreement.

5. The possibility to enter into a separate deferred payment agreement is offered by the **Service Provider** after considering certain business policy questions. The **Service Provider** shall inform the **User** individually about the conditions for entering into and maintaining a separate deferred payment agreement. The **Service Provider** reserves the right to unilaterally terminate a separate deferred payment agreement, if the **User** violates the provisions of the separate agreement or the GTC.
6. In case of deferred payment, the **User** shall select the deferred payment option when placing the order.
7. In case of deferred payment, the **User** shall receive an itemized order summary and a payment invoice in accordance with the schedule of the separate agreement at the e-mail address entered into the system of the **Service Provider**. The counter value of the orders of a given month shall be paid by the **User** by bank transfer.
8. In case of payments charged to a shared fund a given **User** (Contributor) provides an arbitrary monetary budget (Budget) for another **User** or **Users** (hereinafter: Beneficiary), so that the Beneficiary may place orders on the **Platform** charged to this Budget. The amount, exact utilization, limits and other conditions of using the Budget provided by the Contributor shall be determined in a separate agreement between the Contributor and the Beneficiary (Parties). The **Service Provider** shall keep a record of the current amount of the Budget and shall only allow orders paid with the Budget up to the amount of the Budget. Otherwise the **Service Provider** excludes all other liability for any use of the Budget that violates the separate agreement between the Parties.
9. The current amount of the Budget is only visible to the Contributor on the **Platform**. The **Service Provider** shall manage the amount of the Budget confidentially, and shall not give any information about it to third parties.
10. Payment with an individual or a shared fund is two separate non-exclusive payment method. The **User** may choose to pay with individual or shared funds (if this is available to them) at their own discretion. The **User** may utilize any number of shared funds for the payment of the orders besides their own funds, however individual orders shall be paid by only individual or by only shared funds.
11. Payment of an order with a shared fund, just as in case of individual funds, may be immediate or deferred. Payment with a shared fund shall be the same as the primary payment method of the Contributor, i.e. if the Contributor utilizes deferred payment through a separate agreement, then the orders paid by the Beneficiary charged to the shared fund shall also be settled with deferred payment.

9. Discount points

1. For the purposes of the GTC, discount points shall mean the virtual counter value collected on the **Platform** that is usable for purchases on the **Platform**. This virtual counter value is called a POINT (hereinafter: **POINT**).
2. The **User** collects **POINTS** by their various actions on the **Platform**. Such activities are especially: ordering, creating a plan recommendation or inviting new users to the **Platform** (hereinafter: **Activities**). By collecting **POINTS** on the **Platform** a freely usable discount budget is created.
3. For Actions without a defined monetary counter value (especially: inviting new users to the **Platform** or the mentoring services) a predetermined number of **POINTS** will be added to the account of the **User**. Information about the number of **POINTS** added for these **Actions** and the detailed terms of collecting the **POINTS** can be found at the corresponding functions of the **Platform**.
4. The **Users** start collecting **POINTS** after registering on the **Platform** and gaining active status, and they continue to collect **POINTS** as long as they remain active. The **User's** status changes to registered and active, when the User first logs in to the system after receiving the confirmation e-mail about their registration on the **Platform**. A predetermined amount of **POINTS** will be added to the **User's** account automatically after completing a given **Action**.
5. When using the **POINTS**, each unit is counted as one Euro on the **Platform**, and will be deducted from the price of the order. The accrued amount of **POINTS** may only be used together, **POINTS** may only be used partially if the amount of the order is lower than the number of collected **POINTS**.
6. The **User** may check the amount of available discount **POINTS** on their profile page on the **Platform**, and also on the order summary and order confirmation pages.

10. The ordering process

10.1. Adding to Cart

- The **User** shall log in to the **Platform** after registering.
- The **User** shall set how many of the chosen product/products they wish to purchase
- The **User** shall add the chosen products to the Cart.
- If the products are case-specific, then the products will be added to the Cart when the case is ordered.
- The **User** may view the contents of the Cart at any time by clicking on the "Cart" icon.
- The content of the Cart may be deleted partially or in full with the "Delete - X" icon.

- The **User** shall select the shipping address, then the shipping/payment method from the payment from the individual or shared funds options.
- The **User** shall select a shipping method for the selected shipping address, the cost and guaranteed delivery time of which will be indicated.
- The **User** shall then submit the order for the Products or services by clicking the Order button.

10.2. Confirmations after placing an order

1. After placing the order the **Service Provider** will send an automated acknowledgement (hereinafter: **Automated Acknowledgement**) to the **User**. The **Automated Acknowledgement** only indicates that the order was received and this **does not mean that a contract was concluded between the User and the Service Provider**. I.e. the automated acknowledgement only indicates that your order was received by the **Service Provider**.
2. The **Service Provider** and the **User** only enters into a contract with the confirmation sent after the **Automated Acknowledgement** (hereinafter: **Contract Confirmation**). The **Service Provider** shall send the confirmation e-mail (**Contract Confirmation**) to the **User within 2 working days** of receiving the **User's** order and sending the **Automated Acknowledgement**. The **Contract Confirmation** includes the invoice with the price of the ordered Product or Products. The invoice includes financial information about the payment of the price of the order. The **Service Provider** and the **User** only enter into a contract with the **Contract Confirmation**.

10.3. Other Provisions

1. The **Automated Acknowledgement** and the **Contract Confirmation** will be sent to the e-mail address entered by the **User**. If the **User** enters an incorrect e-mail address, then all liability for damages resulting from this shall be borne by the **User**.
2. If the **User** does not receive the **Automated Acknowledgement** within a few minutes of placing the order or does not receive the **Contract Confirmation** within two working days, this is probably caused by a technical or other connectivity error. In this case the **User** may request technical assistance from the **Service Provider**.
3. If the **User** does not receive the **Contract Confirmation** within two working days for any reason, then the **User** shall be exempt from their obligations in the order, i.e. in this case the **User** is not bound by the submitted order, they are not obliged to accept or pay for the order. If the **User** has already paid for the order, then the **Service Provider** shall immediately, or at most within two working days, refund it to the **User**.
4. Selecting a product does not oblige the **User** to purchase it. If the **User** does not complete the ordering process, then the process will be suspended.

5. When purchasing any Product the ownership of the product shall transfer to the **User** after receiving the confirmation.
6. In case of custom manufactured items, the User is entitled to claim warranty in case of a manufacturing defect detected during use, in accordance with the warranty rules.

11. Shipping and delivery of the products

11.1. Physical shipping

1. The **Service Provider** shall deliver the ordered Products directly - through their contracted transporting partners - to the delivery address indicated by the **User** in the order, or through their partnered suppliers.
2. The **User** shall examine the Product for any damages when delivered. If the **User** detects damage on the packaging or on the Product itself then the User shall make a note on the receipt. By accepting the Product from the delivery driver, or by signing the documents certifying the acceptance, the qualitative and quantitative acceptance of the Product shall be complete, which means that after delivery the User may only exercise their right of withdrawal, therefore after the delivery driver has left the **Service Provider** is not able to accept any quantitative or qualitative complaints. If the Product or the packaging is visibly damaged when delivered, and the damage occurred before receiving the Product, then the **Service Provider** shall take back or replace the product free of charge.
3. If the Product is not custom made, then the **Service Provider** shall not be liable for damages detected after accepting the Product.
4. If the Product is custom made, the User may submit a product guarantee claim.
5. If the order is not delivered on time, the User may submit a complaint. In this case the **Service Provider** will send the Product to the User again, or the **Service Provider** will refund the amount paid by the User.

11.2. Digital shipping

Certain custom made products and services are strictly digital, in this case there is no shipping. These digital products can be downloaded from or viewed on the **Platform**. Especially, but not limited to:

- Educational Materials: The professional materials and manuals can be downloaded from the **Platform**.
- Custom designed dental technology solutions
- Surgical guide: The 3D image and in some cases the 3D file prepared for printing can be viewed on and downloaded from the **Platform**.

- Surgical Protocol: The custom surgical protocol for the surgical guide can be viewed on and downloaded from the **Platform**.
- Plans for Temporary Prosthetic Implants: A 3D file prepared for printing the temporary prosthetic dental implants can be viewed on and downloaded from the **Platform**.
- Other prosthetic plans: The 3D file prepared for printing the plans for the prosthetic implants available on the **Platform** can be viewed on and downloaded from the **Platform**.
- Plan recommendation: The surgical and/or prosthetic plans created through the plan recommendation service and the connected text explanations can be viewed and modified on the **Platform**.

12. Case-specific services and products on the Platform

12.1. Case preparation (Ready-to-plan) service

The full preparation of the diagnostic images required for the surgical planning in the **Dicomlab Smartguide** application available on the **Platform**. The Ready-to-plan service includes the registration of the diagnostic images, adjusting the shading values, the selection of the areas and anatomical structures to be displayed, the determination of the dental arches, and also the visualization of the bone, soft tissue and teeth. It may also include nerve canal selection and an estimated prosthetics visualization. The image visualization created with the Ready-to-plan service, or the visualization based on the impression, radiological template or surface scan may differ from reality in color or texture. The prosthetic visualization is calculated based on the existing teeth, it does not take into account the location of central occlusion, and it may differ from reality. The Ready-to-plan service is free of charge. This service is provided to the **Service Provider** by **Dicomlab**.

1. Obligations of the User

- a) selecting the imaging protocol appropriate for the anatomy of patient,
- b) completing the steps in accordance with the selected imaging protocol,
- c) completing the CT imaging of the patient or optionally of the impression, or referring the patient to a contracted **Diagnostic Partner** of **Dicomlab**.
- d) submitting appropriate and clear information to the **Diagnostic Partner** about the referral of the patient.

2. Obligations of the Service Provider and Dicomlab

- a) After receiving the excellent quality diagnostics images fully compliant with the protocol found in the case wizard of the **Platform**, **Dicomlab** will, within

opening hours and within 4 working hours of receiving the images create a 3 dimensional digital image from the diagnostic images and then uploads it to the **Platform** (this is the so called case preparation). The opening hours of **Dicomlab** (CET) are between 8 and 17 o'clock. Therefore **Dicomlab** probably will not be able to process any orders placed after 13 o'clock on the same day, these will be only processed on the next working day. Otherwise **Dicomlab** reserves the right to try to complete the case preparation without a guaranteed deadline, or to refuse the request and require the submission of new diagnostic images.

- b) If the diagnostic images received by Dicomlab are not suitable for case preparation then **Dicomlab** notifies the **User** and - optionally - the **Diagnostic Partner** without delay.

3. Articulated prosthetic plan

Dicomlab creates this plan for an additional fee specified on the **Platform**. The articulated plan based on the data determined by the diagnostic protocol wizard. This plan allows the creation of an implantation plan suitable for the shape, size and exact position of the given dental restoration. Certain services are only available with this plan. The current prices are always indicated by the protocol wizard available on the Platform.

12.2. Dicomlab Surgical Guides

A custom made surgical aid created with the special dental technology of Dicomlab based on the digital treatment plan created by the User, this guide fits the oral structure of the patient and the intended surgical site. The Dicomlab Surgical Guide guides the surgical instruments of the surgical tray selected during planning, thereby it determines the location, placement, size and in certain cases the final shape of the implant bed of the implant and also the position of the implants, based on the treatment plan created by the dentist.

The surgical guides can be ordered with the three following modules

- „No Kit” module (Pilot sequence): It contains No Kit Guides and single-use drills
- Universal surgical module (Partial sequence): Universal Guides to be used with the Dicomlab Universal Guided Kit or other trays for partial sequences
- Implant-specific module (Full sequence): Implant specific guides to be used with the guided trays of the implant systems supported by the Dicomlab Smartguide software

Dicomlab provides a custom surgical protocol for every Dicomlab Surgical Guide and for every plan and module. The price of the digital or 3D printing services required for creating the guides are indicated in the case-specific wizard of the **Platform**. A Dicomlab Surgical Guide may only be ordered based on a treatment plan created by the Dicomlab Smartguide software.

The Surgical Protocol is available on the **Platform**. The custom Surgical Protocol contains the custom surgical procedures for the given - Dicomlab Smartguide system supported - surgery, as well as the list and use order of the instruments on the surgical tray required for the surgery. This is part of preparing the guide, and is free of charge.

12.3. Creating a Dicomlab temporary prosthetic implant (digital or 3D print)

The temporary prosthetic implant services use the data determined by the diagnostic protocol wizard. This plan allows the preparation of an implantation plan suitable for the shape, size and exact position of the given dental restoration, and also the preparation of a temporary prosthetic solution used at the time of implantation. This service can only be ordered together with ordering a guide. This service produces a digital and/or physically manufactured temporary dental prosthesis. This temporary dental prosthesis can only be used after carrying out certain protocol-specific modifications in the dental office. The price of the service is indicated in the prosthetic wizard of the **Platform**.

- Customer Service: Customer service is available for all users. The customer services provide help with the technical and administrative problems of the **Platform**. The contact information and working hours of the customer service is indicated on the **Platform**.
- Plan recommendation: For an additional fee paid to the **Service Provider** a Mentor Doctor, on behalf of the **Service Provider** and at the request and in place of the **User** creates a surgical plan in accordance with the Dicomlab Smartguide software technology and protocols as a recommendation for the Plan and gives recommendations for the products needed for the given surgery.

With this service the **Service Provider** provides the help of a Mentor Doctor for the **User**, the Mentor Doctor is qualified to create a preliminary surgical plan that is feasible and medically appropriate, and the Service Provider takes responsibility for the services based on this plan. The **User** is not obligated to accept the preliminary plan created this way, they may reject it, modify it themselves, or may request modifications by the Mentor Doctor, however these shall be reasonable and can be only requested once per implantation case. The plan recommendation service does not exempt the **User** from their own medical liability and from carrying out the verification of the plan with the expected carefulness. By accepting the preliminary plan created by the Mentor Doctor, the **User** declares that they deem the preliminary plan medically viable, and placing an order based on the accepted plan shall be deemed the same as if the **User** had placed the order based on a plan created by themselves.

For the purposes of this section the Mentor Doctor shall mean a qualified dentist user of the Platform, who based on the number of their own created and completed plans in the Dicomlab Smartguide software handles the Dicomlab Smartguide software with such sureness that they are able to offer this service. The Mentor Doctor performs this service at the request of the **Service Provider** based on a separate contract. Plan

recommendation is available for an additional fee, which is indicated in the case-specific wizard.

12.4. Dicomlab Dental Laboratory services (digital or physical).

The prosthetic services available on the platform. The list of available services and the current price and guaranteed deadline for the services are all indicated on the **Platform**, and these will be indicated in detail before placing the order.

13. Right of withdrawal

The GTC does not contain the provisions of Government Decree 45/2014. (II. 26.) on the detailed rules governing contracts concluded between consumers and companies, and the User shall not be deemed as a consumer. Therefore the rules applicable to consumers are not applicable to the legal relationship between the **Parties**, and their legal relationship is not deemed a consumer contract.

14. Guarantee, warranty

14.1. Faulty performance

1. Faulty performance means when the obligor's performance at the delivery date is not in compliance with the quality requirements laid down in the contract or stipulated by law. The obligor is not liable for any lack of conformity if, at the time of the conclusion of the contract, the obligee knew or should have known the lack of conformity.
2. Any clause of a contract that involves a consumer and a business party that derogates from the provisions of this Section on warranties and commercial guarantees to the detriment of the consumer shall be null and void.

14.2. Warranty

1. The User may claim warranty against the **Service Provider** in case of the faulty performance of the **Service Provider** in accordance with the provisions of the Hungarian Civil Code.
2. The **User** shall have the option to file the following warranty claims: the **User** may choose either repair or replacement, unless compliance with the chosen guarantee right is impossible or it results in disproportionate expenses on the part of the **Service Provider** as compared to the alternative remedy. If the **User** does not request repairs or a replacement, or they could not request them, then the User may ask for a commensurate reduction in the consideration, repair the defect himself or have it repaired at the **Service Provider's** expense, or to withdraw from the contract - as a last resort. The **User** may

change the chosen warranty claim, however the costs associated with this change shall be borne by the **User**, except if it was justified or was due to the actions of the **Service Provider**.

3. The **User** shall notify the **Service Provider** without delay about the defect, or at the latest within two months of detecting the defect. However please note that no warranty claims will be accepted after the two year term of limitation has elapsed after entering into the contract.
4. The **User** may claim warranty against the **Service Provider**.
5. Within six months of the performance the sole condition for claiming warranty is sending a notification about the defect, if the **User** proves that the product or service was provided by the company operating the webshop. However, more than six months after the performance, the **User** must also prove that the defect detected by the **User** was already present at the time of performance.

14.3. Product Guarantee

1. In case of lack of conformity of a movable property (product) the **User** - at their discretion - may file a warranty or product guarantee claim.
2. Under a product guarantee claim the **User** may only request the repair or replacement of the defective product.
3. A product shall be deemed defective if it does not meet the requirements related to conformity in effect at the time of placing on the market, or it does not meet the specifications provided by the manufacturer.
4. The **User** may enforce their product guarantee claim within two years of the manufacturer placing the product on the market. After this period the **User** loses this right.
5. The **User** may only claim product guarantee against the manufacturer or distributor of the movable property. The **User** shall prove the defect of the product in case of submitting a product guarantee claim.
6. The manufacturer (distributor) shall be relieved of product guarantee obligations, if able to prove that: - he manufactured or placed the product on the market in the course of operations other than in the course of its business activity or for purposes relating to his profession; or - the state of scientific and technical knowledge at the time when he put the product into circulation was not such as to enable the existence of a defect to be discovered; or - the defect in the product was caused by the application of a regulation

or a regulatory provision prescribed by the authorities. The manufacturer (distributor) shall only be required to prove one of the above to be relieved of their product guarantee obligation. Please note that you may not claim warranty and product guarantee at the same time. However if the product guarantee claim was successfully completed, you may claim product guarantee on the replacement product or the repaired part.

14.4. Commercial guarantee

The **Service Provider** may undertake different kinds of commercial guarantee based on the type of the offered products. Any variations in the period or terms of the commercial guarantee are indicated next to the product.

1. In case of lack of conformance the **Service Provider** shall provide warranty in accordance with Government Decree 151/2003. (IX. 22.) on the statutory warranty for certain non-perishable consumer goods, if the User qualifies as a consumer.
2. The period of the commercial guarantee is one year. The period of the warranty starts on the day the consumer good is handed over, or if the installation is carried out by the distributor or its agent, then it starts on the day of installation. On the basis of commercial guarantee rights, the obligee shall have the option: i. to choose either repair or replacement, unless compliance with the chosen guarantee right is impossible or it results in disproportionate expenses on the part of the obligor as compared to the alternative remedy, taking into account the value the service would have had there been no lack of conformity, the significance of the non-performance, and the harm caused to the obligee upon compliance with the warranty right; or ii. to ask for a commensurate reduction in the consideration, repair the defect himself or have it repaired at the obligor's expense, or to withdraw from the contract if the obligor refuses to provide repair or replacement or is unable to fulfill that obligation, or if repair or replacement no longer serves the obligee's interest. The obligee is not entitled to withdraw from the contract if the lack of conformity is minor. Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the obligee, taking account of the nature of the goods and the purpose for which the obligee required the thing.
3. The **Service Provider** shall only be exempt from this commercial guarantee if they can prove that the defect occurred after the performance. Please note that you may not claim product and commercial guarantee, or warranty and commercial guarantee for the same defect at the same time, otherwise the User is entitled to the commercial guarantee rights irrespective of the right described in the product guarantee and warranty sections.
4. The **Service Provider** shall not be liable after the commercial guarantee period (professionally expected period) for defects resulting from natural wear and obsolescence.
5. Furthermore, after the transfer of the risks the **Service Provider** shall be exempt from the warranty and commercial guarantee for damages resulting from incorrect or

negligent handling, excessive use or impacts not in the description, and other damages resulting from using the product for non-intended applications.

6. If the consumer exercises their right to a replacement due to the malfunction of the consumer good within three working days of the purchase (installation), the Service Provider shall replace the consumer good provided that the defect obstructs the intended use.

14.5. Enforcing the commercial guarantee rights

1. Any clause of a contract that involves the **Consumer** and the **Service Provider** that derogates from the provisions of the Decree to the detriment of the consumer shall be null and void.
2. The Consumer shall prove that the contract was concluded (with an invoice or even with only a receipt).
3. The costs of fulfilling the warranty obligations shall be borne by the **Service Provider** (Civil Code Section 6:166).
4. The **Service Provider** shall record any guarantee or warranty claims received from the **User**.
5. A copy of this record shall be made available to the consumer without delay, in a verifiable way.
6. If the **Service Provider** cannot give a statement about the feasibility of the guarantee or warranty claim at the time of the submission, then the **Service Provider** shall inform the User - if the claim was rejected, then about the reason of the rejection and the option to bring the case before a dispute resolution body - within five working days, in a verifiable way.
7. The **Service Provider** shall keep the record for three years after its creation and shall make it available to the regulatory authority, if requested.
8. The **Service Provider** shall strive to complete the repairs or the replacement within fifteen days.

14.6. Guarantee for the Universal Guide Kit

1. If a (new) Surgical Tray with new contents is introduced to the market, then the **Service Provider** shall inform the **User** separately about its introduction and the conditions of its introduction. The **Service Provider** shall ensure the availability and the instrument support for the prior version of the Surgical Tray for 1 year after this notification. Instrument support means that the **Service Provider** shall guarantee to the Customers that the instruments and elements offered before the introduction of the new Surgical Tray shall be available for the above mentioned period.

2. The **Service Provider** shall carry out the maintenance, repair, replacement or substitution of all instruments on the Dicomlab Surgical tray - as instrument support for the Dicomlab Universal Guided Kit for 50 (50 surgical guides/tray) uses for its intended purpose. Dicomlab is not liable for any damages, destruction or loss resulting from non-intended use. The User shall prove that the product was used for the intended use.

14.7. Guarantee for the Dicomlab Surgical Guide

The **Service Provider** or **Dicomlab** does not offer any guarantee for the **Dicomlab** Surgical Guides, however the User may enforce their warranty within one year as stipulated in the law.

15. Modification of the GTC and the termination of the contract

1. The Service Provider reserves the right to modify the GTC and its Annexes in accordance with Section 6:191. (4) of Act V or 2013 on the Civil Code (Civil Code).
2. The GTC shall become valid on the date indicated on the top of the page, below the title.
3. The Consumer shall visit the website of the **Service Provider** regularly at the address mentioned at the beginning of the GTC to remain informed.
4. The **Service Provider** shall send a notification to the User about the modification of the GTC at the latest 15 days before the modification enters into force to the e-mail address entered during registration.
5. The **User** shall delete their account, if they do not wish to accept the modification of the GTC, or if the **User** does not notify the **Service Provider** within 15 days, then the **User** accepts the modification of the GTC.
6. The GTC may only be modified for a well-founded reason. This includes, but not limited to, a significant change in the operation of the **Service Provider**, changes in the legislation, an official decree, the introduction of new services, etc.
7. In case of a serious breach of contract the contracting parties may immediately terminate their legal relationship. A serious breach of contract shall mean, but not limited to:
 - The **User** fails to fulfill their payment or other obligations within the deadline

- The **User** violates any major obligations or prohibitions under this GTC, especially the provisions on liability, confidentiality, intellectual property or brand protection, the use of names and goodwill.
 - If any party fails to meet their obligations within the deadline through their own fault and they do not remedy this delay within 15 days of receiving a written warning from the other party.
8. If the contractual cooperation between the **User** and the **Service Provider** is terminated for any reason, the **User** and the **Service Provider** shall mutually settle their accounts. If the contract is terminated, the User loses all utilization and other use rights connected to the **Platform** and all of its elements.
 9. Notwithstanding the termination of the contract between the **Service Provider** and the **User**, the validity of the GTC provisions on confidentiality, privacy, intellectual property and brand protection, the use of the name and goodwill shall remain valid (**surviving clauses**).
 10. If the contract is terminated, the **User** shall delete all data that due to the termination of the contract the User does not need to handle or use, or for the possession of which the User has no legal basis or right.

16. Intellectual rights

1. The website is protected by copyright. The **Service Provider** and **Dicomlab** is the copyright holder, or authorized User of all content displayed on the website not created by the User, this includes all creative works and all other intellectual property (including, but not limited to all graphics and other materials, the layout of the website, the editing, the used software and other solutions, the ideas and implementations).
2. The **Service Provider** is authorized to use all trademarks (brand name, logo, etc.) displayed on the website not created by the User. The registration, the use of the website, or the provisions of the GTC do not authorize the **User** to use or utilize any of the commercial names or trademarks displayed on the website.
3. Beyond the displaying, temporary duplication and private copying required for the intended use of the website, these intellectual properties shall not be used or utilized in any other form without the prior written authorization of the **Service Provider**.

17. Confidentiality

1. For the purposes of the GTC “**business secret**” shall mean all trade and non-trade information regarding the Parties or the **Platform**, or any of its elements, all current and future information regarding its products and services, and all information regarding its operation, development, business activity and staff.

2. Business secrets shall mean especially the operating technology knowledge newly acquired during the performance of this contract, and the **User** shall not provide any information about its technological or technical specification to any third parties. Business secrets shall also include the contents of this contract and any information that became known during the treatments. The **Parties** note that making known and publishing the data given by the **Service Provider** to popularize the **Platform** on the market shall not constitute a violation of business secrets.
3. The **Parties** shall not use or publish any business secrets or hand over any business secrets to any third parties beyond the extent necessary for the performance of this contract. A **Party** may only use or publish a business secret to the benefit of the other Party, and only with the prior written consent of the other Party. The other Party shall handle the business secrets with the utmost care and discretion. The **Parties** shall be liable for all material and non-material damages caused by the unauthorized use of any business secrets, which means for example the transmission, distribution, publication and disclosure, etc. of the business secrets.
4. The **Parties** shall hand over all documents containing confidential information to the other Party within 10 days if requested, or if requested the Parties shall destroy such documents.
5. In case of a violation of business secrets the **Service Provider** shall be entitled to terminate this contract immediately.
6. The obligations of the **Parties** described in this section shall remain valid even after the termination of their legal relationship.

18. Liabilities of the Service Provider

1. The **Service Provider** shall only be liable for the damages caused by them intentionally or due to their grave negligence. The extent of this liability shall not exceed the value of the transaction connected to the order.
2. The **User** notes that the **Service Provider** shall not be liable for any damages or abuse that occurs during or as a result of paying with a bank card.
3. The **Service Provider**, and its technical service provider **Dicomlab** shall act with the utmost care when managing and storing the personal data of the User. However even in spite of the utmost care certain unpreventable attacks may occur in the online space. In these cases the **Service Provider** shall not be liable, and the Service Provider excludes their liability connected to the aforementioned cases.
4. The **Service Provider** excludes their liability for any damages that were caused by an illegal activity, an activity violating this contract or the negligence of the User or a third party.

19. Liability for medical activity

1. This GTC notes that the oral surgery operation performed based on the dental implantation technology guided by the **Platform** is deemed a medical activity in accordance with Act CLIV of 1997 on Health and Act II of 2000 on independent medical activity. The **User** declares that they are familiar with the legislation applicable to medical activity, and also the additional regulations and the professional and medical protocols and that they shall fully comply with all regulations applicable to the activity.
2. The **User** shall provide all material and personnel resources required for the medical activity, and they shall obtain and maintain all required official licenses and other necessary conditions during the term of the contract.
3. The **User** shall ensure that only dentists with the education, qualifications and licenses required for the dentist activity and the given surgical operation will perform the operations with the technologies and instruments of the **Platform**, and only they will use the **Platform** and its elements.
4. The User and the physician creating the surgical plan and performing the treatment shall be liable for the professional correctness of the surgical plan created on the **Platform** and for following the protocols described by **Dicomlab**. The **Service Provider** or **Dicomlab** shall not be liable to verify these and they are shall not be liable for their professional suitability or their correctness. The User is familiar with, accepts and takes note of the contents of the information and professional description provided and given by the **Service Provider** about the use of the **Platform**.
5. When ordering the **Dicomlab Surgical Guide** or the **Dicomlab Universal Guided Kit**, the **User** shall be liable for the professional correctness of the surgical plan and for any other guidance given by the User. Furthermore the User shall also ensure that the order may be fulfilled in time for the date of the surgery or the treatment.
6. Furthermore the **User** shall be liable for performing the surgery with the ordered instrument in accordance with the protocol and the information available online on the **Platform**.
7. This GTC notes that the **Service Provider** expressly excludes any liability for the above, and for their verification, professional compliance, etc.
8. The liability of the **Service Provider** shall only include the creation of the **Dicomlab Surgical Guide** and the protocol based on the surgical plan created by the **User** or a physician, and the delivery of these after their manufacturing to the **User** through the selected transportation method within the deadline.
9. The **Dicomlab Surgical Guide** ordered on the **Platform** shall be deemed an instrument created based on a physician's instructions. If the **User** detects any malfunction, impairment, damage, or any deviation from the guidance of **Dicomlab**, etc. then they shall notify **Dicomlab** about this without delay. The **User** shall not perform any treatment or operation with such instruments.

10. The use of defective, impaired, damaged, non-conforming, etc. instruments is forbidden for any treatment, operation, etc. **Dicomlab** excludes any liability, if defective, impaired, damaged, non-conforming, etc. instruments were used for any treatment, operation, etc., and the **User** shall have full liability in this case.
11. Notwithstanding the above responsibility of **Dicomlab**, **Dicomlab** explicitly excludes all liability related to any element or instrument of the Dicomlab Smartguide system, their use and the damages arising in connection with these. This GTC expressly excludes the liability of **Dicomlab** for any damages arising in connection with the medical activities or operations performed by the **User**.

20. Closing provisions

1. The contract between the **Parties** covers the sale of products and services (contract for definite period).
2. The language of any contract under the GTC shall be English.
3. The **Parties** agree that during their cooperation they shall always act by taking into account the protection of the legitimate interests of the other party, in good faith and with mutual trust.
4. The Parties agree that they shall try to resolve their disputes amicably through negotiation. If these negotiations fall through, the Parties agree on the exclusive jurisdiction of the Hungarian substantive law and the District Court of Szeged and the Court of Szeged.
5. Otherwise the GTC shall be governed by the provisions of Act V of 2013 (Civil Code) and the other applicable legislation.

Annex No. 1. - Minimum system requirements for the system

HARDWARE REQUIREMENTS

Optimal: Processor (CPU)	2 core CPU 2.0 Ghz (x86-64)
System memory (RAM)	8 GB
Storage	10 GB
Video card (GPU)	Integrated or discreet GPU with support for OpenGL 4.3
Internet connection:	20 Mbit / sec
Display (Monitor)	resolution: 1920 * 1080

SOFTWARE REQUIREMENTS

- Supported operating systems
 - Windows 10
 - Mac OS
 - Linux

- Supported browsers
 - Google Chrome
 - Microsoft Edge
 - Firefox