

Terms of use

You will find below the Terms of Use governing the use of the SMILE DOCTORS dashboard.

PREAMBLE

SMILE DOCTORS has developed an innovative solution in the field of dentistry and orthodontics to help the treating dentist evaluate the teeth alignment and oral health of a patient.

The health professional can thus recommend a dental, periodontal or orthodontic treatment to suit the patient needs.

SMILE DOCTORS operates this SITE accessible at the following URL: <https://smilemate.smiledoctors.com>

These Terms of Use are concluded between:

SMILE DOCTORS, a simplified stock company with a capital of 12,187 euros, registered with the Paris Trade and Companies Register under number 834 832 602, located at 47, avenue Hoche - 75008 Paris, whose intra-community VAT number is FR13 834832602 (hereinafter referred to as after "SMILE DOCTORS") on the one hand,

And

the **USER**, on the other hand

Hereinafter collectively referred to as the "PARTIES"

IMPORTANT

SMILE DOCTORS wishes to remind each USER that any PATIENT has the right to the utmost confidentiality regarding his health data and more particularly his medical information.

It should be made clear to USERS that the results provided by SMILE DOCTORS are only analysis of the pictures of the actual teeth of the PATIENT and cannot be assimilated to a diagnosis. Also, the PROFESSIONAL remains the sole guarantor and interpreter of the results provided to the PATIENT. The SERVICES offered by SMILE DOCTORS do not replace the emergency consultations provided by a health professional.

IMPORTANT

ANY USE MADE IN ANY WAY OF THE SITE IMPLIES COMPULSORY ACCEPTANCE BY THE USER OF THESE TERMS AND CONDITIONS OF USE (TOU).

ARTICLE 1 Definitions

- « **SMILE DOCTORS APPLICATION** »: refers to the application allowing PATIENTS to take pictures of their teeth
- « **ACCOUNT** »: refers to the PROFESSIONAL account on the WEBSITE to access the SERVICES. Access to the ACCOUNT is done through the IDENTIFIERS of the PROFESSIONAL.
- « **Terms of Use** » or « **TOU** »: means the present contractual conditions governing the use by any USER of the SMILE DOCTORS.
- « **IDENTIFIERS** »: refers to the login and the password to access the ACCOUNT. These IDENTIFIERS are for the exclusive use of the PROFESSIONAL of which he is solely responsible.
- « **PATIENT** »: refers to the natural person who uses the SMILE DOCTORS APPLICATION at the request and under the supervision of the PROFESSIONAL.
- « **SMILE DOCTORS PLATFORM** »: designates the platform edited by SMILE DOCTORS through which the images are processed to be made available to the PROFESSIONAL on its DASHBOARD.
- « **PROFESSIONAL** »: means the natural persons health providers qualified to practice orthodontics in the TERRITORY having registered an ACCOUNT in order to access the SERVICES of SMILE DOCTORS.
- « **SERVICES** »: means all the services offered by SMILE DOCTORS to PROFESSIONALS accessible via the SITE.
- « **SITE** »: refers to the website published by SMILE DOCTORS and available at <https://smilemate.smiledoctors.com>

- « **DASHBOARD** »: refers to the interface that SMILE DOCTORS makes available to the HEALTHCARE PROFESSIONAL to access, analyze the results and share them with their PATIENTS accessible at the address <https://smilemate.smiledoctors.com>
- « **TERRITORY** »: Jurisdiction where the PROFESSIONAL operates
- « **USER** »: means any person, PROFESSIONAL, who is browsing the SITE.

ARTICLE 2 SCOPE

The purpose of these Terms of Use is to set out the contractual provisions relating to the respective rights and obligations of SMILE DOCTORS and the USERS regarding the use of the SITE and the SERVICES offered therein.

Any USER of the SITE acknowledges having read these Terms and accept them unreservedly.

Thus, the USER agrees to carefully read these TOU when first using the DASHBOARD and is invited to download them, print them and keep a copy. The USER agrees to do so at each update of the Terms.

Any registration as a PROFESSIONAL, by the creation of an ACCOUNT, requires formal acceptance of these Terms.

ARTICLE 3 TECHNICAL SPECIFICATIONS

To access the SERVICES, the USER must benefit from equipment with, at least, the following specificities: Chrome up to date, Safari up to date, Firefox up to date, Microsoft Edge up to date, Internet Explorer 11 latest version.

By using the SITE, the USER acknowledges having the necessary means and skills for the use of the SITE and to monitor the dental treatment of the patient.

The equipment necessary to access and use the SITE is under the responsibility of the USER, as well as the telecommunications costs incurred by their use.

ARTICLE 4 USE OF ACCOUNT

The creation of an ACCOUNT allows PROFESSIONALS to access information concerning their PATIENTS, to access the information provided by SMILE DOCTORS on their DASHBOARD and to communicate with the PATIENTS.

The SERVICES offered by the SITE to PROFESSIONALS are governed by the General Conditions of Service that SMILE DOCTORS may communicate to any PROFESSIONAL interested, upon request sent to: support@smilemate.smiledoctors.com

4.1 How to create an ACCOUNT

The USER wishing to open an ACCOUNT on the SITE registers for free by completing the registration form accessible via the "REGISTER" tab on the SITE.

In order to open an ACCOUNT and to access the SERVICES, the USER shall have the quality of PROFESSIONAL.

The identification of the PROFESSIONAL during the creation of his ACCOUNT must allow SMILE DOCTORS to verify the identity and qualifications of the PROFESSIONAL.

To open an ACCOUNT, each PROFESSIONAL must provide the following information (items marked with an asterisk are mandatory so that the registration can be validated):

- The surname and first name *
- The email address *
- The name of the Practice *
- The practice address *
- The business phone number *

In order to create an account, the PROFESSIONAL will need to confirm that they have read and accepted these Terms.

The PROFESSIONAL, fully responsible for the information it provides to SMILE DOCTORS, guarantees their accuracy and undertakes to communicate any update.

After completing and validating this form, SMILE DOCTORS will activate the ACCOUNT of the PROFESSIONAL if appropriate. Its data will then be recorded on the SITE DASHBOARD.

The PROFESSIONAL can make any comments and / or ask any question concerning the use of the SITE at SMILE DOCTORS by contacting the customer service at the following address: support@smilemate.smiledoctors.com

In case of a breach of these TOS or the general obligation of loyalty, SMILE DOCTORS reserves the right

to suspend or cancel the PROFESSIONAL ACCOUNT, without notice.

4.2 How to manage your ACCOUNT?

It is the PROFESSIONAL's responsibility to ensure the confidentiality of its IDENTIFIERS. Any connection to his ACCOUNT will be presumed to have been made by the PROFESSIONAL himself. As such, he will be responsible for any action taken through his ACCOUNT.

In case of damage to the use of his ACCOUNT or suspicion of a fraudulent use, the PROFESSIONAL undertakes to contact SMILE DOCTORS as soon as possible:

- by email to: support@smilemate.smiledoctors.com
- or by mail to the following address: SMILEMATE 75 rue Tocqueville - 75017 Paris
- or by phone at +33 (0) 1.86.95.01.01

The PROFESSIONAL can make any comments and / or ask any question concerning the use of the SITE by contacting the customer service at the following address: support@smilemate.smiledoctors.com

In case of breach of these TOU or the general obligation of loyalty, SMILE DOCTORS reserves the right to suspend or cancel the PROFESSIONAL ACCOUNT, without notice.

4.3 How to delete your ACCOUNT?

The PROFESSIONAL is free, at any time, to delete his ACCOUNT **according to the following modalities:**

- The PROFESSIONAL sends an email with the request for deletion, using the e-mail address used for creating his SMILE DOCTORS ACCOUNT. After receiving it, the SMILE DOCTORS support will contact the PROFESSIONAL by telephone to verify the identity of the practitioner and the authenticity of the request.

SMILE DOCTORS will confirm the deletion of the PROFESSIONAL by sending an email to the address given on his ACCOUNT.

All the data and contents relating to this ACCOUNT will then be deleted from the SITE, within a period of 7 (seven) working days, unless otherwise requested by the PROFESSIONAL or the applicable regulation.

ARTICLE 5 OBLIGATIONS OF THE PARTIES

5.1 Obligations of the USERS

In the context of the use of the SITE, each USER agrees to comply with the provisions of these Terms and in particular to:

- Use the SITE for the purposes described in these Terms of Use;
 - Not to infringe the rights of third parties and respect the privacy of third parties and the confidentiality of the exchanges;
 - Not to use the SITE to send messages or insert content into the SITE that would be:
 - contrary to public order and morality;
 - insulting, defamatory, racist, xenophobic, revisionist or damaging the honor or reputation of others;
 - inciting discrimination, hatred of a person or group of persons on the basis of their sexual orientation, political opinion, ethnicity, nationality, race or a particular religion;
 - threatening a person or a group of people;
 - of a pedophile or pornographic nature;
 - endangering the security or integrity of a State or territory, inciting to commit an offense, crime or act of terrorism or advocating war crimes or crimes against humanity;
 - inciting suicide;
 - of a commercial nature (prospecting, soliciting, prostitution, etc.).
- Not to disseminate data that has the effect of diminishing, disrupting, slowing down or interrupting the normal operation of the SITE;
- Not to violate or attempt to violate the security or the integrity of the SITE, to communicate any misleading information, to use the information collected via the SITE for illicit purposes;
- Not to carry out qualitatively or quantitatively substantial extractions, including any aspiration operation or data collection aimed at SMILE DOCTORS;
- Not to attempt to commit any act of counterfeiting against third parties, by any means whatsoever;
- Not to misuse the purpose of the WEBSITE to commit crimes, offenses or contraventions punishable under any law;
- Not to seek to impair the automated data processing systems implemented for the needs of the SITE.

5.2 Obligations of SMILE DOCTORS

The general obligation of SMILE DOCTORS in the context of the provision of the SERVICES is **an obligation of means**, and the USERS recognize that it does not weigh on it any obligation of result or reinforced means of any kind.

SMILE DOCTORS is committed to using all means to ensure continuity of access and use of the SITE, 7 days a week and 24 hours a day.

SMILE DOCTORS, however, draws the attention of USERS to the fact that the current communication protocols via the Internet do not ensure a continuous transmission of electronic exchanges (messages, documents, identity of the sender or recipient).

ARTICLE 6 RESPONSIBILITY

6.1 Responsibilities of SMILE DOCTORS

SMILE DOCTORS declines all responsibility:

- If it is impossible to temporarily access the SITE due to technical maintenance operations or updating of the published information;
- In the event of a viral attack, including an intrusion into its information systems or the theft of data;
- In case of abnormal use or illegal exploitation of the SITE. The USER is then solely responsible for the damages caused to third parties and the consequences of any claims or actions that may result from them;
- In the event of improper use of the SITE by a USER, which would cause any other USER or a third party any damage;
- In case of breach of these TOU;
- In case of misinterpretation of the results provided on the SITE by the PROFESSIONAL

The USER can engage the responsibility of SMILE DOCTORS only after having notified him by registered letter with an acknowledgment of receipt the alleged breach and after a non-response for a delay of thirty (30) days from the reception of this formal notice.

In any case, it is reminded that the responsibility of SMILE DOCTORS can be sought only in case of proven fault.

6.2 Responsibility of the PROFESSIONALS

The PROFESSIONAL undertakes to respect the obligations incumbent upon him in this capacity and in particular those referred to in article 5.1 of these Terms.

As such, the PROFESSIONAL is responsible for any litigation and any legal proceedings relating to its information and data as well as the violation of its obligations and guarantees SMILE DOCTORS of it.

SMILE DOCTORS declines any responsibility in the case of a dispute between a PROFESSIONAL and the professional order of the Dentists concerning a possible breach of his deontology.

In the event of a breach of professional ethics, the PROFESSIONAL will be solely responsible for this breach in front of his professional order. SMILE DOCTORS also declines all liability in the context of litigation between a PROFESSIONAL and a health facility.

The USER is solely responsible for any damage, direct or indirect, material or immaterial, caused by himself to SMILE DOCTORS, to other USERS or to any third party because of his use of the SITE. SMILE DOCTORS declines any responsibility in this respect, and in particular when the cause of the damage constitutes a violation of these Terms.

The PROFESSIONAL understands that the SERVICES provided by SMILE DOCTORS do not replace the need for a doctor supervision. The PROFESSIONAL remains the sole responsible for the treatment provided to the PATIENT.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 Rights of SMILE DOCTORS

The trademarks, logos, slogans, graphics, photographs, animations, videos, databases and texts contained on the SITE, other than those published by the PROFESSIONALS or the PATIENTS, are the exclusive property of SMILE DOCTORS, and may not be reproduced, used or represented under pain of prosecution.

The same is true of the IT developments, technologies and underlying developments that make up the SITE.

They cannot be reproduced, decompiled, disassembled without prior express authorization, under penalty of prosecution.

7.2 Respect of intellectual property rights by USERS

Any total or partial reproduction of the content of the SITE by any means whatsoever is prohibited and constitutes an infringement punishable by law.

SMILE DOCTORS also expressly forbids:

1° Extraction, by permanent or temporary transfer of all or of a qualitatively or quantitatively substantial part of the contents of the SITE database to another medium, by any means and in any form whatsoever;

2° Reuse, by making available to the public the whole or a qualitatively or quantitatively substantial part of the contents of the SITE database, in whatever form;

3° The extraction or the repeated or systematic reuse of qualitatively or quantitatively insubstantial parts of the contents of the SITE database where these operations clearly exceed the normal conditions of use of this database.

As such, the USER undertakes not to use any content of the SITE, except for the authorizations issued within the scope of the present.

ARTICLE 8 PROTECTION OF PERSONAL DATA

8.1 Data processing performed by SMILE DOCTORS as a controller

SMILE DOCTORS may collect personal data necessary to perform the SERVICES accessible via the SITE.

This data, which is necessary for the good management of the SITE and for the provision of the SERVICES, will be processed in accordance with the purposes provided for during the collection.

SMILE DOCTORS also processes USER data for the improvement of its SERVICES and its research and development activities. For these purposes, the PATIENT data is anonymized.

As controller, SMILE DOCTORS guarantees the security of hosting this data.

In addition, SMILE DOCTORS has appointed a Data

Protection Officer (DPO) to ensure the compliance to the company privacy policy and to develop and maintain the record of all its processing of personal data.

USERS have a right to access, rectify, oppose and erase their personal data. The USER also has the right to withdraw his consent at any time. The USER also has the right to limit the processing of his personal data as well as the right to portability of the data provided. Finally, the USER has the right to define the fate of his data after his death.

These rights can be exercised, by simple request by email to the address support@smilemate.smiledoctors.com or by mail to the address SMILEMATE SAS – 75 rue de Tocqueville, 75017 Paris, by indicating its contact information (name, surname, address) and a legitimate reason when it is required by law (especially in case of opposition to processing).

In addition, the USER has the possibility to lodge a complaint with the Commission Nationale Informatique et Libertés (CNIL), the supervisory authority competent for SMILE DOCTORS, in case of violation of his rights.

USERS undertake to comply with all legal provisions relating to the protection of personal data.

For more information on the processing of personal data operated by SMILE DOCTORS, the USER is invited to consult the privacy policy.

8.2 Data processing performed by SMILE DOCTORS as a processor

The PROFESSIONAL is required to collect and process the personal data of PATIENTS via the SITE. As such, the PROFESSIONAL guarantees that it processes this data in compliance with the rights and obligations of the applicable Data Privacy laws.

In the context of the use of the SERVICES, the PROFESSIONAL may have to treat personal data called "health", considered "sensitive".

As such, it is recalled that SMILE DOCTORS has the quality of processor.

It is therefore expressly agreed between the PARTIES, as part of the processing implemented by the PROFESSIONAL and involving "health" data, that SMILE DOCTORS:

- Will not perform any data processing operation except on the instruction of the PROFESSIONAL and will use all the means in

his possession to ensure the security and confidentiality of the personal data entrusted to him.

ARTICLE 9 MODIFICATIONS

These Terms apply to any USER browsing the SITE.

The TOU may be modified and updated by SMILE DOCTORS at any time, in particular to adapt to legislative or regulatory developments.

The applicable TOU are those in force at the time of navigation on the SITE.

ARTICLE 10 COMPLAINTS

SMILE DOCTORS is at the disposal of its USERS and undertakes to answer them as soon as possible.

Any complaint can be made by e-mail to the following address: <https://smilemate.smiledoctors.com>

Complaints can also be sent by post to SMILE DOCTORS SAS – 75 rue de Tocqueville, 75017 Paris - FRANCE.

ARTICLE 11 GENERAL PROVISIONS

No indication or document may give rise to an obligation not included in these TOU if it is not the subject of a new agreement between the PARTIES.

The fact that one of the PARTIES has not required the application of any clause of these Terms, whether permanently or temporarily, can in no way be considered as a waiver of said clause.

In case of difficulty of interpretation between any of the titles appearing at the head of the clauses, and any one of these, the titles will be declared non-existent.

If any of the stipulations of these Terms of Use should be declared void in the light of a legislative or regulatory provision in force and / or a court decision having res judicata, it will be deemed unwritten but will not affect the validity of the other clauses which will remain fully applicable.

ARTICLE 12 APPLICABLE LAW - DISPUTES

These Terms and the relations between the USER and SMILE DOCTORS are governed by French law.

In case of dispute, it will be exclusively submitted to the courts of the jurisdiction of the *Cour d'Appel de PARIS*, to

which it is made express attribution of competence, this attribution of competence applying also in matter of validity.

However, prior to any legal recourse, negotiation in a spirit of good faith will be privileged with a view to reaching an amicable agreement upon the occurrence of any conflict relating to the contract, including its validity.

Failing an amicable agreement within one (1) month from the seizure of one of the PARTIES by registered letter with acknowledgment of receipt, each of them will recover his full freedom of action and his right to seize a judge.