

General Terms and Conditions

1. The Service Provider

- 1.1. The tridentaldesign.com online service is provided by **TriDent Design Solutions** Korlátolt Felelősségű Társaság (hereinafter the "Service Provider" or "**TriDent Design Solutions Kft**").

Registering authority: Company Registry Court of the Budapest-Capital Regional Court

Company registration number: 01 09 408089

Tax number: 32128356-2-41

Community VAT number: HU32128356

Registered office and postal address of the Service Provider: Hungary, H-1053 Budapest, Kálvin tér 2, 3rd fl. door 4

Email address of the Service Provider: tridentaldesign@gmail.com

- 1.2. These General Terms and Conditions (hereinafter "GTC") apply to the services of TriDent Design Solutions Kft.

2. Subject matter and creation of the Agreement

- 2.1. The Agreement is concluded between the Service Provider and the legal entity ordering the service as **Customer** (hereinafter collectively the "Parties").

The Parties exercise and act with the utmost care when performing under these GTC and any specific orders. The Parties mutually represent that their staff are aware of the rules of procedure of cooperation and that they observe the rules of ethical communication.

The Service(s) may be used subject to the terms and conditions set out in these GTC. The terms of these GTC apply to all contracts and agreements concluded by the Service Provider.

By placing the order, the Customer acknowledges that it has read these GTC and the provisions of the Privacy Policy and expressly accepts these as per their wording at the time of placing the order. The documents are available by clicking on the relevant link.

By registering, placing the order(s) and using the Service(s), the Customer and the natural persons acting on its behalf irrevocably and fully accept the terms and conditions of these GTC and may not claim unfamiliarity with the terms hereof.

- 2.2. TriDent Design Solutions Kft has no obligation to enter into a contract.

TriDent Design Solutions Kft provides its services exclusively to professional users, i.e. dental clinics and specialised dental practices (business associations, institutions, sole proprietors and other organisations with a tax number) acting within the scope of its business activities (hereinafter the "Customer").

The Service Provider has the right to request data and documents related to the Customer's right of, and eligibility for use during registration on the tridentaldesign.com platform and at any subsequent time during the cooperation, the full provision of which is a condition for the use of the service.

The present GTC govern the rights and obligations of the Service Provider and the Customer.

- 2.3. The agreement between the Parties is concluded for **design services** related to dental technology activities (hereinafter the "Service").

Based on the parameters of the treatment plan provided by the Customer, the Service Provider undertakes to design dental prostheses (dental crowns, splints, etc., hereinafter collectively “**dental crowns**”) in digital 3D format.

Basic general features and relevant important information about the Services are shown on the tridentaldesign.com online platform.

2.4. The Service Provider does not provide healthcare or dental services.

2.5. The individual agreements concluded on the basis of these GTC, their respective tasks, performance deadlines, remuneration and other terms and conditions and specificities are set out in the confirmation of specific orders by the Service Provider.

The service agreement concluded on the basis of these GTC and the specific agreement creates a contractual relationship only between the Service Provider and the Customer, the Service Provider has no legal relationship with any third parties contracted with the Customer. The Service Provider and any third party contracting with the Customer do not become beneficiaries or obligors vis-a-vis each other under these GTC or any individual agreement.

Specific agreements are governed by the provisions of these GTC. In the event of discrepancy between these GTC and the specific agreement, the derogating provisions of the specific agreement are applicable.

2.6. The Service Provider acts with due care and diligence in the performance of the Agreement, having regard to the interests of the Customer and taking into account the Customer's instructions.

2.7. The Service Provider's liability is limited to the professionalism of the design services provided by it.

The total amount of the Service Provider's indemnification liability for damages caused to the Customer by any service provided by the Service Provider and/or by the breach of its obligations under the Agreement (e.g. defective performance, delay) will not exceed the net amount of the fee paid by the Customer for the given service.

With the exception of wilful damage, the Service Provider is not liable for any damage (downtime, loss of working hours, costs, loss, loss of profit, etc.) in connection with the Customer's activity.

The Service Provider excludes liability for the effectiveness and professionalism of the service and/or care provided by the Customer to third parties contracted by the Customer, or for any damage caused by the Customer in connection with the performance of its own service.

The Customer acknowledges the limitation and exclusion of the Service Provider's liability under this Section, and the Parties agree that the Customer is solely liable to its customers in the event of any claim arising from the performance of its own service.

The Service Provider excludes its liability for all defective performance and damage within the scope of the Customer's professional activities and interests, in particular

- an error of the treatment plan and data provision,
- failure to check the dental crown design prepared by the Service Provider, or inadequate completion of the check,
- in all cases related to the physical production and use of the dental crown design approved by the Customer, including the activities of the Customer's staff and the technical tools, programmes and materials used.

2.8. By using the services of TriDent Design Solutions Kft, the Customer does not become eligible to use the trademarks, business names, logos, etc. of the Service Provider or any companies that have contracted with it.

2.9. The Customer shall inform third parties contracting with it in writing in advance of the rights and obligations and liability rules contained in these GTC and the individual agreement.

The Customer represents that it does not transmit personal data of third parties contracted with it to the Service Provider, and identifies its patients through a code known only to it. In the event of a breach of this obligation, all liability and legal consequences are borne solely by the Customer, and the liability of the Service Provider is excluded.

The Customer represents and warrants that it has the written consent of third parties contracting with it to the transfer and processing of the data (including the treatment plan) necessary for the performance of the service ordered under this Agreement without the use of personal data. The Customer warrants that the third parties contracted with it have been comprehensively informed about data processing and transfer in accordance with applicable legal regulations prior to ordering the service.

The Service Provider is entitled, without any further conditions, to have full access to all documents sent by the Customer, to make copies or electronic backups of all data and documents, and to process the data.

The Customer irrevocably declares that in the event of a breach of the provisions relating to data transfer and processing, the Customer is fully liable for damages and the liability of the Service Provider is excluded.

3. Use of the Service(s)

3.1. The digital services provided by TriDent Design Solutions Kft can be downloaded and saved directly to the Customer's computer from the tridentaldesign.com online platform and then viewed an unlimited number of times. The time of download is determined by the Customer.

3.2. Multiple natural persons may act on behalf of the Customer in the performance of the agreements, and the Customer is fully liable for the activities of such natural persons acting on the Customer's behalf.

The Agreement concluded between the Customer and the Service Provider is deemed to be an agreement concluded on the Internet, but not signed, whose content is filed, archived and is retrievable.

The Agreement is filed by TriDent Design Solutions Kft in order to ensure the successful performance of the Agreement and the fulfilment of the obligations of the Parties, as well as to clarify any potential disputes.

3.3. Orders can only be placed online at tridentaldesign.com.

After registration, the communication between the Parties (ordering, price quotes, confirmations, information provision, upload of treatment plan, delivery of dental crowns, etc.) is carried out through the electronic addresses (email) mutually provided by the Parties for this purpose and/or through the Customer's own account.

3.4. The services displayed on the tridentaldesign.com online platform are for information purposes only. The images on the platform are illustrations, and in each case the Service Provider's individual offer contains the characteristics of the service actually provided.

In the event of any discrepancy between the cover image and illustrations published on tridentaldesign.com and the Service Provider's specific contractual offer, the Service Provider's specific contractual offer prevails.

3.5. Registration

The use of the services available on the tridentdesign.com online platform is subject to advance registration, where the User must provide its actual data (company name, registered office, tax number, contact details and password), including professional identification data as determined by the Service Provider (e.g. the clinic or specialist institution linked to the Customer).

If the Customer does not provide the necessary registration data, it cannot use the services.

3.6. Login and settings

The Customer can log in by completing the login form.

Once logged in, the User is taken to the "Treatment" platform.

The Customer's additional data can be provided or modified in the "Settings" menu.

3.7. Recording an order

The Customer uploads the treatment plan to its own account in the Service Provider's system under its own identification mark (e.g. code, fictitious name), **without the real data of the actual Patient, i.e. the natural person concerned.**

In the Customer's own account, the codes recorded by it are displayed in a list, and no identifiable natural persons are associated with the various codes in the Service Provider's system. The natural persons connected to the Customer and the association of codes is the sole responsibility and liability of the Customer.

The Service Provider identifies the various orders by code, and performs the Services based on the treatment plan and data associated with the code.

In the process of cooperation, the specific natural persons concerned by the service are identified exclusively by the Customer.

3.8. Treatment plan and recording of data

The Customer can add a treatment plan and data to the code recorded in its account and save these in the system.

The Service Provider determines the format(s) for uploading documents.

3.9. Placing orders

The Customer can record the draft order based on the treatment plan and data attached to the code.

The Customer checks the treatment plan and the data, then finalises and sends the order to the Service Provider.

The Customer may place the online order at any time, however, TriDent Design Solutions Kft fulfils orders only during working hours on working days.

3.10. Individual offer by the Service Provider

The Agreement between the Parties is not concluded by sending the order, but by TriDent Design Solutions Kft's confirmation of acceptance of the order. It is upon such confirmation that the mutual rights and obligations between the Customer and the Service Provider arise. These rights and obligations are set out in the individual agreement and in these GTC, which form an integral part thereof.

As soon as possible after receipt of the order, which is expected to be no later than the second working day after receipt, the Service Provider prepares the individual offer containing the detailed contractual terms and conditions, including a price quote for the service, based on the uploaded order.

TriDent Design Solutions Kft makes every effort to maintain the accuracy of the information (availability of services, description, etc.) on the tridentaldesign.com online platform, however, at the moment of the conclusion of the Agreement, performance may become impossible for reasons unforeseeable by the Service Provider, but the impossibility of performance does not make the Service Provider's offer suitable to deceive the Customer, as the Service Provider acts in good faith and to the best of its knowledge at all times when making the offer with regard to the information available to it.

3.11. Creation of the individual agreement

Within 10 days of the receipt of the Service Provider's individual offer, the Customer confirms acceptance of the above offer. Thereafter, the Service Provider's obligation to be bound by the offer ceases.

If the Customer confirms the Service Provider's individual contractual offer without any changes, the individual agreement (specific agreement) between the Parties is concluded upon receipt of the confirmation by the Service Provider.

If the Customer confirms the Service Provider's individual contractual offer with needs for changes, this only becomes part of the Agreement between the Parties if the Service Provider expressly declares so.

In the event of the Customer's request for amendment, unless rejected by the Service Provider, the Service Provider prepares a new individual offer containing the detailed contractual terms and conditions and the Parties proceed as provided in this Section.

By concluding the individual agreement, TriDent Design Solutions Kft undertakes to provide the Customer with the ordered Service(s).

The Customer and the User expressly acknowledge that upon the conclusion of the specific agreement, the Service Provider commences performance and the Customer incurs a payment obligation.

The Customer has no right of withdrawal or termination in respect of the individual agreement(s) concluded.

3.12. Performance by the Service Provider

After the conclusion of the specific agreement, within the shortest possible period of time subject to its capacity, the Service Provider performs the Service on the basis of the order: the digital dental crown design will be uploaded to the Customer's account and notified by email.

The Service is deemed to be delivered to the Customer at the time of such notification by the Service Provider, regardless of the time of actual download by the Customer.

3.13. Use of the Service

The notification email sent by the Service Provider includes the link for the Customer to download the file containing the dental crown design.

Logging in to the Customer's account and linking to the unique identification code, the completed dental crown design is also displayed, and clicking on the design allows for the download of the file containing it.

The Service Provider receives an automatic alert from the system when the file is downloaded.

3.14. The Customer shall check the dental crown design.

If the Customer detects any error or deviation from the order, it notifies the Service Provider without delay, which reviews the dental crown design as soon as possible and, if necessary, modifies it.

The Customer shall also check the modified dental crown design.

The Customer closes the process upon acceptance of the dental crown design. This completes performance by the Service Provider.

3.15. If the User has provided incorrect data and/or a treatment plan, the Customer bears all additional costs resulting from such incorrect or erroneous data. TriDent Design Solutions Kft expressly excludes any liability for the consequences of incorrect, erroneous or untrue data provision.

If the Service Provider requires additional data provision and/or approval from the Customer for the performance of its various tasks, the Customer shall provide the requested data and/or approval as soon as possible. If the Customer fails to provide the requested data and/or to declare its approval within the required time, the Service Provider considers the approval denied or refuses to provide the Service.

3.16. TriDent Design Solutions Kft has the right to use contributors and subcontractors for performance, which the Customer expressly accepts with the order.

The Service Provider is liable for any contributors and subcontractors engaged, unless it proves that it acted as would normally be expected in the given situation in selecting, instructing and supervising the person/entity engaged.

The Service Provider transfers the data provided by the Customer to its partners in accordance with the Privacy Policy for the purpose of providing the service.

3.17. Settlement

The Parties expressly agree that in determining the additional services included in the specific agreement, or not included therein, but justified and necessary, the fact of performance and any regular or extraordinary circumstances on which their settlement is based, the documented data supplied by the Service Provider, i.e. the performance data communicated by it, is accepted as authentic and true, as a certificate of performance.

The Service Provider prepares the closing settlement after the performance or failure of the Service, and issues an invoice on the closing settlement and uploads it to the Customer's account and/or sends it electronically to the Customer.

The Service Provider has the right to prepare a monthly summary settlement for the Customer.

The Customer pays the Service Provider's invoice by the payment deadline specified in the invoice, by transfer to the bank account number indicated in the Service Provider's invoice.

In the event of late payment by the Customer, it shall pay default interest to the Service Provider at the rate set out in Section 6:155 of the Civil Code, for the period from the day following the expiry of the due date in the invoice until the day of payment thereof.

In the event of a delay in payment by the Customer exceeding 30 days, the Service Provider has the right to suspend the performance of further ongoing orders for the duration of the delay in payment, which does not affect the Customer's payment obligations.

3.18. The consideration for the Service is to be understood in the currency of the individual offer, and the Service Provider issues the invoice accordingly.

If the Customer pays in a currency other than the currency of the invoice issued, conversion from such other currency is carried out by the Customer's bank at the exchange rate set/provided by it, which may vary from bank to bank.

3.19. A price that is obviously incorrect, which is due to a system error, which differs significantly from the arm's length market price or the price previously applied between the Parties, does not constitute an offer and does not create any obligation for the Service Provider to conclude an agreement. If, relative to the usual price of the service, the price quoted differs from the standard discount by more than usual, without any discount being indicated for the service, it is presumed that the price is incorrectly shown. If a service is part of a promotional sale and the known price of the service without discount, the rate of the promotional discount, and the discount price quoted in the offer is different from (less than) the promotional discount rate, it is considered to be obviously incorrect. In such cases, we ask that the assumed erroneous data be reported.

3.20. The Customer's payment obligation is independent of whether the remuneration has been paid to it by its own customer.

The Customer acknowledges that in the event of cancellation or modification of any service ordered in a specific agreement, the Service Provider may claim costs from the Customer due to the cancellation or modification. The Customer shall inform third parties contracting with it in writing in advance of the liability under this Section.

A service ordered on the basis of a specific agreement is deemed to have been performed when the Service Provider

- has uploaded the Service to its electronic system or otherwise made it available to the Customer,
- has commenced performance of the Service, but for reasons within the Customer's control, performance of the Service has been interrupted or suspended.

The Customer acknowledges that the Service Provider may make the performance of its services subject to the advance payment of the remuneration. In the event of non-payment of the fee, the Service Provider may refuse to provide the ordered service, unless expressly agreed otherwise.

3.21. By placing an order, the Customer agrees to receive an electronic invoice, i.e. it agrees to the Service Provider issuing and sending it an e-invoice. The e-invoice issued by the Service Provider is regulated by accounting and VAT legislation and is fully suitable for tax administration identification purposes. E-invoices must be retained electronically in accordance with effective legal regulations. The e-invoice issued by the Service Provider complies with the terms set out in Act CXXVII of 2007 on Value Added Tax, Decree No. 23/2014 (VI.30.) NGM of the Minister for National Economy and other legal regulations applicable to electronic invoices.

The Customer is responsible for the correct and accurate recording of the data relating to it on the invoice, and the Service Provider is not responsible for any errors or typos.

3.22. The Service Provider is not liable for any damage arising from the use or operation of the website, or for any of the following, arising for any reason whatsoever: non-receipt of data sent and/or received over the Internet; malfunctions of the Internet network preventing the performance of the Agreement; failure of the receiving equipment or communication lines, loss of any content or data;

failure of any software or website; programme errors, consequences of extraordinary events or technical failures; including force majeure; and the charges of the Customer's Internet service provider.

- 3.23. The Service Provider has the right to refuse to conclude the Agreement, to provide the Service, and to terminate the Agreement already concluded, in particular in case of insufficient cooperation of the Customer, and if the Customer fails to meet its payment obligations despite a notice to this effect. In such cases, the Customer may not claim damages from the Service Provider.

4. Data processing

- 4.1. The controller of the personal data provided during the ordering process is TriDent Design Solutions Kft
- 4.2. The Service Provider does not process any personal data (including name, address, natural identification data) of third parties (e.g. patients) who have a contractual relationship with the Customer.

The purpose of the processing of the data (name, contact details) of natural persons acting on behalf of the Customer is to provide the Services and to maintain contact/liasing. Other data are processed for the purpose of ensuring the verifiability of the Service, the realisation of legal interests, in the case of claims arising from defective performance, for the assessment of claims for the time necessary for performance and, in certain cases, for the purposes and for the duration specified by law (e.g. for the purpose of compliance with obligations under tax and accounting legislation for the time specified therein).

- 4.3. TriDent Design Solutions Kft may involve data processors.
- 4.4. The recipients of the data are the companies entrusted by the controller which are involved in the fulfilment of the order, to which the data are transferred by the Service Provider for this purpose.

The controller's contracted partners provide guarantees in accordance with the contractual terms and conditions laid down by law. The legal basis for processing is the performance of the agreement and compliance with statutory obligations.

The scope of data processed: the name, work telephone number and email address of the natural person(s) acting on behalf of the Customer, the Customer's company name, registered office, bank account number, the services purchased and their consideration.

TriDent Design Solutions Kft does not disclose the data to third parties, except to its contractual partners providing the services necessary for the performance of the Agreement.

- 4.5. Duration of the processing:

The Service Provider processes any personal data provided by the User for 10 years, the legal basis of which is the legitimate interest of the Company and the purpose of which is to provide services.

The duration of processing is the period necessary for the performance of the individual agreement and the period set out by law (8 years for invoices).

At the data subject's request, the controller provides information on the data relating to them, including those processed by a processor on behalf of or under the instructions of the controller.

- 4.6. A natural person acting on behalf of the Customer has the right to access their personal data, the right to rectify or erase their data, the right to restrict processing, the right to data portability and, if

the processing is based on the legitimate interest of the Service Provider, the right to object to processing.

A natural person acting on behalf of the Customer has the right to object to the processing of data, and for this purpose they may contact the controller using the contact details provided in these GTC. A natural person acting on behalf of the Customer has the right to withdraw consent at any time, as provided by law, but the withdrawal of such consent does not affect the lawfulness of the processing of the data for the period prior to such withdrawal of consent.

The rights relating to processing may be exercised in writing through the contact details specified below.

TriDent Design Solutions Kft shall respond to the data subject's request relating to processing using clear and plain language within the shortest possible time, but within no later than 25 days, and in the case of a refusal of the data subject's request, provides justification. The information is provided free of charge.

If the data subject does not agree with the decision or measure taken by TriDent Design Solutions Kft, they may appeal the decision or measure in court within 30 days of its communication.

The controller may only refuse to provide the information to the data subject in cases specified by law. In the event of refusal to provide information, TriDent Design Solutions Kft informs the data subject in writing as to the legal provision serving as grounds for such refusal.

Complaints or notifications can be addressed to the Hungarian National Authority for Data Protection and Freedom of Information, whose address and contact details are available at: <https://naih.hu/uegyfelszolgalat,-kapcsolat.html> (email address: uegyfelszolgalat@naih.hu).

4.7. Contact details of the controller

Postal address: TriDent Design Solutions Kft. 1053 Budapest, Kálvin tér 2. 3. emelet 4. ajtó

E-mail: tridentaldesign@gmail.com

4.8. If any part of these GTC becomes invalid or unenforceable, the validity, legality and enforceability of the remaining provisions is not affected.

4.9. If the Service Provider fails to exercise a right, the failure to exercise such right is not considered a definitive waiver of said right. Any waiver of rights is valid only upon express written declaration to such effect, solely in the given particular case, and does not constitute a basis for claiming the same waiver of rights in any other case.

The fact that the Service Provider waives a condition or stipulation of these GTC in certain cases does not mean that it definitively waives the enforcement of the condition or stipulation in question and does not constitute a basis for claiming the same practice in other cases, nor a violation of the principle of equal treatment.

4.10. The Service Provider reserves the right to make changes to the tridentaldesign.com online interface. The terms and conditions published at the time of ordering apply to any agreement concluded.

4.11. The Parties set forth that the Service Provider's tridentaldesign.com online interface is operated and maintained in Hungary. As the site can also be visited from other countries, the Customer and the natural person acting on behalf of the Customer expressly acknowledge that the legal relationships between TriDent Design Solutions Kft and the Customer and the natural person acting

on behalf of the Customer are governed by Hungarian law, in particular the Civil Code and Act CXII of 2011 on Informational Self-Determination and Freedom of Information.

- 4.12. In the case of mutations of any document in different languages, the Hungarian text of the same document prevails.

Legal regulations serving as basis for processing

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
- Act CXII of 2011 on Informational Self-Determination and Freedom of Information
- Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society-Related Services
- Act V of 2013 on the Civil Code.

5. Complaints handling, legal disputes

- 5.1. The Customer may contact the Service Provider with any questions, comments or complaints related to its order at tridentaldesign@gmail.com.

- 5.2. The Service Provider and the Customer attempt to settle any potential disputes between them amicably within 30 days.

Should such amicable resolution fail, Hungarian courts have jurisdiction to settle the dispute. In the event of any legal disputes, the ordinary court with jurisdiction at the registered office of the Service Provider at the time of the opening of court proceedings has exclusive jurisdiction.

6. Closing provisions

- 6.1. The Service Provider has the right to unilaterally amend these GTC at any time. The amendments are available online at tridentaldesign.com.

The language of these GTC is Hungarian.

Visitors to the website are subject to the provisions of the Privacy Policy.

- 6.2. The cooperation between the Parties is established for an indefinite term starting from the date of the first registration.

- 6.3. In the event of a material breach of agreement by either Party, if the Party in breach fails to remedy the breach within a reasonable period of time specified by the aggrieved Party, despite written notice to this effect, or if the breach cannot be remedied, the aggrieved Party has the right to terminate the Agreement with immediate effect, in writing, by providing justification. In such cases, this Agreement terminates on the date of receipt of the notice of termination by the other Party.

In the event of termination of the Agreement for any reason, the Parties settle accounts with each other within 15 days of termination in accordance with a good faith and reasonable interpretation of these GTC and the individual agreement.

- 6.4. Confidentiality

The Parties acknowledge that the contents of these GTC and the individual agreement(s), their cooperation and the information and data that they become aware of in the course of providing the

services are considered trade secrets and, therefore, they undertake to treat such information and data with particular care, not to disclose these to any other parties and to take all reasonable measures to prevent unauthorised access.

The confidentiality obligation set out in this Section will survive the termination of this Agreement without limitation in time.

The Parties are fully liable for any breach of their obligations under this Section.

The Parties represent that the natural persons and other legal entities representing them have been informed in detail of the confidentiality obligation under this Section and guarantee and ensure the full confidentiality of such persons and entities.

6.5. Neither Party is entitled to assign its rights and obligations under this Agreement to any third party without the prior written consent of the other Party.

Budapest, 1 February 2023