

Terms and Conditions of Prevention One Services

These Regulations set forth the conditions for the use of the P1 BOB App by the User who is a Dental Professional (hereinafter referred to as the "User") of the Prevention One services (hereinafter referred to as the "Services") provided by Medicloud AG (hereinafter referred as the "Company").

The user is not a consumer but acts in the context of his activity as a dentist, dental hygienist or comparable professional activity.

Article 1. Consent to this Terms and Conditions

The User shall be entitled to use the Services after agreeing to this Terms and Conditions and after “the request for the use” is approved by Company.

Article 2. Amendment of the Covenant

1. The Company may revise the contents of this Terms and Conditions at any time without the approval of the User and the User shall accept this Terms and Conditions without objection.

2. In the event the Company revises this Terms and Conditions, it shall notify the User of the details thereof in the manner prescribed by the Company.

Article 3. Configuration

Once the request for the use of the Prevention One Service is approved by Company, the concerning (Web) App will be configured by Company. This means that Company will ultimately set up the App Admin and the App for User and make it available to them.

Article 4. Prevention One Services EMS.

4.1. Company will provide User with an Admin Account that can be used by User to log in to Prevention One Services EMS.

4.2. The use of the Admin Account is at the sole responsibility and full risk of User. User is required to keep the login details strictly confidential. Company may assume that all activity and everything that happens on the Account, is done at the direction of or under supervision of User.

4.3. If the login details of the Account are misplaced or leaked, User will instantly report this incident to Company, so that appropriate measures can be taken to prevent the misuse of the Account.

Article 5. Updates and upgrades

5.1. Company actively maintains all the Software that is made available. For this purpose, Company is entitled to release updates and upgrades to fix errors, add new functionalities, improve the security or enhance the performance of the Software. Suggestions of User are welcome, although the final decision regarding whether or not certain adjustments will be implemented will be taken at the sole discretion of Company.

5.2. If any significant changes are made to the functionality of certain Software during an update or upgrade, Company will, to the best of her abilities, share this in advance with User via email if it is likely

that as a result of the update or the upgrade the configuration-settings of User will have to be adjusted.

5.3. The implementing of updates or upgrades can lead to a temporary outage or limited use of the Software. Company will always strive to implement updates and upgrades at a time during which the Software is used relatively little. However, emergency maintenance can be carried out at any moment.

Article 6 .Availability of the Software

6.1. Company strives to keep the Software available as much as possible, although it cannot guarantee that all Software will be available continuously.

Article 7. User data and back-ups

7.1. Company will be given a non-exclusive right by User to use the User data. By granting the right of use, the User also agrees that Company may use the transmitted data either itself or through third parties for advertising purposes.

7.2. Company has a right of use that is not restricted in time to process the User data (also after opting out) in aggregated and anonymised form for analytic purposes and for the improvement of the Services.

7.3. Company will make regular back-ups with the ultimate goal of being able to restore an older version of the Software and/or User data in the event of a catastrophic failure on the side of Company. However, Company will not deliver nor does it have a back-up service and does not have the facilities to restore files or data at the request of User.

Article 8. Opting out

7.1 The User can opt out of the use of the Prevention One Services at any time by sending an e-mail to support@prevention-one.com. Company does not have the facilities to, after opting out, deliver files or data to the User.

Article 9. Account Management

9.1. Users shall voluntarily register and manage information registered at the time of use (hereinafter referred to as "Registration information"; including e-mail addresses, IDs, passwords, etc.) under their own responsibility. The User shall not have a third party use such information, or lease, transfer, change name, sale or purchase such information.

9.2. Upon the use of the Services by the Registration information, the Company may treat such use as those made by the registered user, and any and all responsibilities resulting from such use shall belong to the registered user.

Article 10. Intellectual Property Rights

All intellectual property rights, including copyrights, trademarks, patents, design rights, and know-how related to The Services, belong to the Company and do not grant any rights to the user.

Article 11. Handling of Personal Information, etc.

Personal information and user information shall be handled appropriately in accordance with the Basic Policy on the Protection of Personal Information and the Privacy Policy separately provided by the Company (www.prevention-one.com.)

Article 12. Prohibited Acts

When using the Services, the Company shall prohibit any of the following acts on the user: In the event that the Company finds that the user has violated the prohibited matters, the user may suspend the use, withdraw from membership, claim compensation for damages, or take any other measures that the Company deems necessary.

- (1) Conduct that infringes The Company's or any third party's intellectual property rights
- (2) Conduct that defames or unjustly discriminates against or slanders the reputation or credit of the Company or any third party
- (3) Act in violation of the provisions of this Terms and Conditions
- (3) Any other conduct deemed inappropriate by the Company.

Article 13. Discontinuation, Change, etc. of Provision of the Services

13.1. The Company may terminate the provision of the Services by notifying the User in the manner prescribed by the Company at least three months in advance.

13.2. The Company may change, add, or improve the content of the Services, in whole or in part, from time to time without the prior consent of the User.

Article 14. Disclaimer

14.1. The Company shall not be liable for any damages whatsoever caused by any change, interruption, or termination of the Services.

14.2. The Company is not involved or responsible in any way for the user's services usage environments.

14.3. The provisions of paragraph 1 and the preceding paragraph shall not apply to cases where there exists intent or gross negligence on the part of the Company or where the contract falls within the category of consumers under the Consumer Contract Act.

14.4. Even under the preceding paragraph, the Company shall not be liable to compensate for any damage incurred by the User due to negligence (excluding gross negligence) arising from special circumstances.

14.5. If the Company is liable for damages with respect to the use of the Services, it shall be liable for damages to the extent of the expenses received from the user.

Article 15. Manner of contact with the Company

Contact or inquiry of the Company of the User for the Services shall be made by sending it from the Inquiry Form or by a method separately designated by the Company at the appropriate location on the Services or on the web site operated by the Company.

Article 16. Jurisdiction

All legal relationships between the User and the Company are subject to Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction shall be Kriens. Notwithstanding the foregoing, the Company also has the right to sue the User at the competent court of the Customer's domicile/place of residence, or at any other competent court.

Article 17. Matters Not Stipulated

The remaining provisions of this Terms and Conditions shall remain in full force and effect even if all or part of this Terms and Conditions, including this provision, becomes unenforceable. Unenforceable provisions shall be replaced by applicable laws or, in the absence thereof, by other provisions reflecting the meaning and purpose of the unenforceable provisions.