

# General Terms and Conditions

## I. General Terms and Conditions

### 1. General

#### 1.1 Scope of Application

These General Terms and Conditions shall apply in the version valid at the time of conclusion of the contract to all business relations between us, Modern Me GmbH, Benrather Schlossallee 31, 40597 Düsseldorf and you. Should you use conflicting general terms and conditions, these are hereby expressly rejected.

#### 1.2 Contractual Agreement

The contract language is German. Customers in the sense of these General Terms and Conditions are exclusively entrepreneurs within the meaning of § 14 German Civil Code.

#### 1.3 Conclusion of contract

The contract is concluded individually by offer and acceptance. The usual procedure is that you create a patient case on our customer portal [www.ortho-portal.de](http://www.ortho-portal.de), in which you can store all the required documents (clinical photos, STL files, an OPG) of the patient, including the treatment wishes. You can also send us documents, e.g., any necessary aids (impressions), by mail. After clicking on the "Order free cost estimate" button, you will receive a non-binding cost estimate from us within 5 working days, provided we have all the necessary documents and aids. The cost estimate also includes a free treatment plan proposal, which you can comment on and adjust on our portal, as well as a free 3D simulation.

Furthermore, the non-binding cost estimate represents our offer, which you can accept by signing and returning the cost estimate to us. With the acceptance, the contract is concluded. Separate storage of the contract text by us does not take place. The contract content results in each case individually from the agreement made.

#### 1.4 Registration

To use the customer portal, it is first necessary to create a customer account. Here, the data required for the provision of services by us will be requested. The entries are confirmed by clicking on the "Register" button. You will then receive a confirmation e-mail with the information required for login. Only when you log in to our website for the first time with these details is the registration completed. The password that enables you to access the personal area is to be treated as strictly confidential and may not be disclosed to third parties under any circumstances. You shall take appropriate and reasonable measures to prevent third parties from obtaining knowledge of your password. A customer account cannot be transferred to other users/customers or other third parties. We are not liable for any damage caused by misuse of the password.

## 2. Service description and delivery

### 2.1 General

We offer our services and products to physicians who are members of the dental industry. Our services include support in the creation of treatment plans and their graphic representation in 3D

simulations. In addition, we can manufacture and supply orthodontic dental aligners based on these plans. Furthermore, we offer the resale of equipment in the dental field.

## 2.2 Partial services and deliveries

We are entitled to partial services and deliveries if this is appropriate for you. In the case of partial deliveries, however, you will not incur any additional shipping costs.

## 2.3 Delivery

The delivery of the custom-made dental aligners and the treatment proposal will take place within 10-15 working days unless we indicate other delivery times. Please note that the delivery time refers to dental aligners whose use is recommended for the first phase of treatment. Further deliveries will be made only after receipt of an order for the next phase from your side. This delivery will then be made free of shipping costs within 15 working days unless we indicate other delivery periods.

## 2.4 Delays in delivery and performance

Delays in delivery and performance due to force majeure and due to extraordinary and unforeseeable events which cannot be prevented by us even by exercising the utmost care and for which we are not responsible (this includes in particular strikes, official or court orders and cases of incorrect or improper self-delivery despite covering transactions to this effect) shall entitle us to postpone delivery for the duration of the impeding event.

## 2.5 Exclusion of delivery

Post office box addresses are not supplied.

## 2.6 Default of acceptance

If you are in default of acceptance of the ordered goods, we shall be entitled, after setting a reasonable grace period, to withdraw from the contract and to claim damages for default or non-performance. During the delay in acceptance, you shall bear the risk of accidental loss or accidental deterioration.

# 3. Payment

## 3.1 Prices

All prices are exclusive of value-added tax. There are additional costs for packaging, postage and freight.

## 3.2 Default of payment

You shall be in default of payment if payment is not received by us within two weeks of receipt of the invoice. In the event of late payment, interest shall be charged at a rate of 9 percentage points above the prime rate of the European Central Bank. If you are in default with your payments, we reserve the right to charge reminder fees of 2.50 euros. We reserve the right to claim damages above this amount. You shall have the opportunity to prove that we have incurred no or less damage.

## 3.3 Right of retention

You shall only be entitled to assert a right of retention for counterclaims due and based on the same legal relationship as your obligation.

## 4. Your responsibility

### 4.1 General

You are solely responsible for the content and accuracy of the data and information you provide. You also undertake not to transmit any data whose content infringes the rights of third parties or violates existing laws. By transmitting data to us, you confirm that you have complied with copyright regulations.

### 4.2 Indemnification

You shall indemnify us against all claims asserted against us by third parties on account of such infringements. This also includes the reimbursement of costs of necessary legal representation.

### 4.3 Data backup

You are jointly responsible for backing up the information sent to us. We cannot be held responsible for the loss of your transmitted information, as we do not provide a general data backup guarantee. You are also obliged, in the event of loss of the data, to send it to us again, insofar as it is necessary for the processing of the order.

### 4.4 Substitute documents

The documents and aids provided by you which are directly involved in manufacturing processes, such as impression moulds and trays, will be checked by us and may be found to be unsuitable. If they are found to be unsuitable, you must provide replacement documents to the extent necessary for processing the order.

### 4.5 Durability of dental aligners

We would like to point out that the durability of our dental aligners is limited to a maximum of 14 days. If you use them for longer than this, you must expect considerable wear.

### 4.6 Certification, responsibility and warranty of the dentist / practitioner / user

Any dentist / orthodontist in charge can use our products and services. Certification is not necessary. Nevertheless, we offer the possibility of certification training. You act on your own responsibility and the basis of comprehensive and complete information of the patients about findings, diagnostics, planning and treatment of patients. Your responsibility for orthodontic treatment explicitly refers to the revision, evaluation, modification and confirmation of the proposal for treatment planning that we submit to the client as part of preparing a cost estimate. We prepare the treatment planning proposals based on the specifications ("treatment wishes") stated by the client. Within the framework of these specifications, you must inform us of the desired tooth movements. You are solely responsible for implementing our proposals and deciding whether the products and services are suitable for your patient, for the intended purpose or to achieve a specific result. In addition, you have the opportunity to influence the treatment planning at any time by revising the proposed treatment plan (commenting on a treatment plan proposal in the portal) until you are satisfied with the result. You must observe the professional and contractual regulations, particularly the chamber law relevant to you, the Fifth Social Code, the Federal Mantle Agreement for Dentists and the Orthodontic Guideline of the Joint Federal Committee.

### 4.7 Risks to be pointed out by the physician in charge

The risks associated with the use of our products are no different from the risks associated with the use of orthodontic products. We recommend orthodontic treatment for periodontal and

dental stable patients. The use of our products may present the risks listed here. The treating dentist is obliged to inform the patient, but not conclusively, about the following risks:

- Anatomical peculiarities, such as unusually shaped teeth, may prolong the treatment time and affect the quality of the final result and the possibility of achieving the desired result.
- Some tooth sensitivity may occur after the orthodontic appliances are placed. A slight feeling of pressure develops. In addition, irritation of the gums, cheeks and lips may occur.
- The teeth may shift again after the treatment. Wearing retention splints regularly can reduce this risk.
- Tooth decay, periodontal disease, gingivitis or visible permanent plaque (e.g., decalcification) can occur on teeth if patients eat sugary foods, do not clean teeth thoroughly or lack adequate oral hygiene.
- Speech ability may be affected by the products.
- Use of the products may lead to increased salivation or dry mouth. Certain medications intensify this effect.
- To make room for tooth movement, tooth enamel reduction may be necessary.
- General medical conditions and medications may also affect orthodontic treatment.
- The health of the bones and gums that support the teeth may be affected.
- Oral surgery may be required to correct crowding or severe jaw disorders. If such surgical procedures are necessary, the risks associated with anaesthesia and healing must be considered.
- A previously traumatized or restored tooth may be damaged by orthodontic treatment. In rare cases, further dental treatment may be required (e.g., endodontic or further restorative procedures).
- Existing dental reconstructions (e.g., crowns) may loosen and require re-cementing or, in some cases, replacement. Short clinical crowns may cause retention problems and limit tooth movement with the orthodontic product.
- In some patients, orthodontic treatment may shorten the length of the tooth root. This can affect the life of the teeth.
- Orthodontic products may fracture.
- Orthodontic products or their parts can be accidentally swallowed or inhaled. The risk increases if the devices are shortened or modified by the dentist.
- In rare cases, problems occur in the temporomandibular joint, which can cause joint pain, headaches, or ear discomfort.
- Allergic reactions may occur.
- To avoid supraeruption, all teeth should be at least partially covered.

## 5. Reservation of proprietary rights

The delivered goods remain our property until full payment of the purchase price. You shall always treat the goods subject to simple reservation of title with care. You assign to us any claim or compensation you may receive for damage, destruction, or loss of the delivered goods. If you act contrary to the contract, especially in case of default of payment, we are entitled to take back the purchased goods. In this case, taking back the item does not constitute a withdrawal from the contract unless we expressly declare this in text form.

## 6. Warranty

### 6.1 General

There are statutory warranty rights. A warranty claim can only arise concerning the properties of the goods; reasonable deviations in the aesthetic properties of the goods are not subject to the warranty claim. Concerning the descriptions, representations and information in our offers, brochures, catalogues, on the website and other documents, there may be technical and design deviations (e.g., colour, weight, dimensions, design, scale, positioning, etc.), provided that these changes are reasonable for you. Such reasonable reasons for changes may result from fluctuations customary in the trade and technical production processes. If guarantees are given in addition to the warranty claims, you will find their exact conditions with the product in each case. Any given guarantees do not affect the warranty rights. You are obliged to make the defective goods available to us for the purpose of subsequent performance.

### 6.2 Warranty claim

In the event of a defect, we shall, at our own discretion, provide subsequent performance in the form of rectification of the defect within 4 weeks or new delivery. In this case, the risk of accidental loss or deterioration of the item shall already pass to you upon handover to the person designated for transport. You must report apparent defects immediately and non-obvious defects immediately after discovery in text form; otherwise, the assertion of the warranty claim is excluded. Timely dispatch is sufficient to meet the deadline. You shall bear the entire burden of proof for all claim prerequisites, particularly for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.

### 6.3 Rights in case of an insignificant defect

In the event of an insignificant defect, you shall only be entitled to a reasonable reduction of the purchase price, excluding the right of rescission.

### 6.4 Compensation for defects

No warranty shall be provided for damage resulting from improper handling or use. Express reference is made to the following exclusion of liability.

### 6.5 Statute of Limitations

The warranty period for new goods is 1 year. Excluded from this is the right of recourse according to § 478 German Civil Code. The shortening of the limitation period expressly does not exclude liability for damages resulting from injury to life, body, or health or in the case of intent or gross negligence. The provisions of the Product Liability Act shall also remain unaffected.

## 7. Copyright and usage rights

### 7.1 Usage rights and scope of use

We own the copyright or the usage right or ownership to the works created by us (e.g., sketches, final drawings, concepts, drafts, 3D models). With the purchase of the services/works provided by us and the full payment of the agreed price, you only secure the usage rights to the service product for the agreed purpose but do not acquire any ownership or copyright rights thereto.

You are not entitled to transfer the usage rights granted by us to third parties against payment or free of charge or to otherwise pass them on to such third parties without our express written consent. The transfer of further rights of use may be agreed separately with us and shall be remunerated separately. It is also prohibited to change or edit the works without express permission.

### 7.2 Backup copies

You are entitled to make and keep backup copies of the works created by us on your behalf for your personal use only.

### 7.3 Copyright notice

Insofar as we have attached a copyright notice/copyright note to our work, you may not remove or change this without our consent.

### 7.4 Compensation

We reserve the right to claim damages for any breach of the contractual licensing conditions, especially in the event of copyright infringement.

### 7.5 Your templates and third-party material

If we use your templates or data for processing, you must ensure that they are not encumbered with the rights of third parties or that you have the necessary usage rights. If a claim is made against us by the licensor because the third-party licensed material was not used properly, you shall be responsible for compensating us for any resulting damage.

### 7.6 Right to information and duty to inform

Upon our request, you shall provide us with information in text form about the scope of use. In addition, you are obligated to inform us of any unlawful use of the Licensed Material of which you become aware and to take legal action against any infringer of the industrial property rights or to support us in doing so. If you become aware of any infringements of rights of use through the services provided by us, e.g., through warnings from third parties, you will inform us immediately.

## 8. Usability of the services

### 8.1 Further development of the service & availability

We endeavour to continuously adapt our services to current technical developments. We, therefore, reserve the right to make changes to the agreed services, provided that such changes do not affect the core services and are reasonable for the contractual partner, considering the interests of the contractual partner. We are also entitled to interrupt the website operation partially or entirely within reasonable limits for updating and maintenance. In this respect, we do not guarantee the availability of the services offered at any time and do not warrant that the services provided, or parts thereof will be made available and can be used from any location. This shall not affect the statutory warranty rights.

## 8.2 Technical requirements

The use of the website requires appropriate compatible devices. It is your responsibility to put or keep the device in a condition that allows the use of the website services.

## 9. Liability

### 9.1 Disclaimer

We, as well as our legal representatives and vicarious agents, are only liable for intent. Only if essential contractual obligations (i.e., obligations whose compliance is of particular importance for the achievement of the purpose of the contract) are affected shall we also be liable for gross or slight negligence. In this case, liability shall be limited to the foreseeable damage typical for the contract.

### 9.2 Reservation of liability

The above exclusion of liability does not apply to liability for damages resulting from injury to life, body, or health. The provisions of the Product Liability Act shall also remain unaffected by this exclusion of liability.

## 10. Final provisions

### 10.1 Place of jurisdiction

Our registered office is agreed as the exclusive place of jurisdiction for all legal disputes arising from this contract, provided that you are a merchant, a legal entity under public law or a special fund under public law.

### 10.2 Choice of law

Unless mandatory statutory provisions according to your home country's law conflict with this, German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

### 10.3 Customer Service

The customer service of Modern Me can be reached during regular business hours, Monday through Friday between 9:00 a.m. and 5:00 p.m. (CET) at the following telephone number: +49 211 781 729 98.

### 10.4 Severability clause

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions.

## II. Privacy policy

### 1. General

Personal data collected and processed by us within the framework of the conclusion and execution of the contract are used exclusively to establish the contract, defining its content, implementing, or executing the contractual relationship (Art. 6 I b GDPR). As a matter of principle, they will not be passed on to third parties. Only for the fulfilment of the contract, the data will be passed on to the shipping company commissioned with the delivery, as this is necessary for the delivery of ordered goods. For the processing of payments, the payment data required for this will be passed on to the credit institution commissioned with the payment and, if applicable, to the authorized and selected payment service provider. Personal data is thus only used to the extent necessary or if we are required to do so by law or court order or, if necessary, to prevent misuse contrary to the terms and conditions in a lawful manner.

### 2. Storage

We store your personal data after the termination of the purpose for which the data was collected only as long as required by law (in particular tax law).

### 3. Your rights regarding your data

#### 3.1 Information

You can request information from us as to whether we are processing personal data about you and, if so, you have a right to information about this personal data and the further information specified in Art. 15 GDPR.

#### 3.2 Right to rectification

According to Art. 16 GDPR, you have the right to rectify inaccurate personal data concerning you and may request the completion of incomplete personal data.

#### 3.3 Right to erasure

You have the right to demand that we delete the personal data concerning you without undue delay. We are obliged to delete them without delay, in particular, if one of the following reasons applies:

- Your personal data is no longer necessary for the purposes for which it was collected or otherwise processed.
- You revoke your consent on which the processing of your data was based, and there is no other legal basis for the processing.
- Your data has been processed unlawfully.

The right to erasure does not exist insofar as your personal data is required for the assertion, exercise or defence of our legal claims.

#### 3.4 Right to restriction of processing

You have the right to demand that we restrict the processing of your personal data if



- you dispute the accuracy of the data, and we, therefore, verify the accuracy,
- the processing is unlawful, and you refuse the deletion and demand the restriction of use instead
- we no longer need the data, but you need it to assert, exercise or defend legal claims,
- you have objected to the processing of your data, and it has not yet been determined whether our legitimate reasons outweigh your reasons.

### 3.5 Right to data portability

You have the right to receive the personal data concerning you that you have provided to us in a structured, common and machine-readable format, and you have the right to transfer this data to another controller without hindrance from us, provided that the processing is based on consent or a contract and the processing is carried out by us with the help of automated processes.

### 3.6 Right of withdrawal

Insofar as the processing of your personal data is based on consent, you have the right to revoke this consent at any time.

### 3.7 General and right of appeal

The exercise of your above rights is generally free of charge for you. In the event of complaints, you have the right to directly contact the supervisory authority responsible for us under data protection law.

## 4. Responsible office/contact regarding data protection

To contact us regarding data protection, you are welcome to use the following contact options. Responsible in the sense of the GDPR:

Modern Me GmbH  
Benrather Schlossallee 31  
40597 Düsseldorf  
e-Mail: [datenschutz@modern-clear.de](mailto:datenschutz@modern-clear.de)  
Phone: +49 (0) 211 975 316 52

Our data protection officer will also be happy to assist you:

DataCo GmbH  
Dachauer Street 65  
80335 Munich  
phone: +49 (0) 89 7400 4584 0  
Website: [www.dataguard.de](http://www.dataguard.de)

