

GENERAL TERMS AND CONDITIONS OF USE OF THE DIRECTENDODONTICS WEBSITE

DirectEndodontics SAS (hereinafter referred to as "DirectEndodontics") simplified joint-stock company, with a capital of 10,000 Euros, whose registered office is located at 91 rue du Faubourg Saint-Honoré, 75008 Paris, France, registered in the Register of Companies of Paris under number 949 471 460, represented by Mr Marc GORDON acting in the capacity of President and having the required powers.

The purpose of these General Terms and Conditions of Use hereinafter referred to as "GTCU" is to provide a legal framework for the conditions of use of the Website <https://www.directendo.com/> including its linked services (such as digital newsletters) hereinafter referred to as "Website" and the services provided by DirectEndodontics S.A.S and to define the conditions of access and use of the services as a User (Refer to Definitions) as defined below.

The hereby GTCU are available on the Website in the "GTCU" section and also at each connection on the Website. No access is allowed without its formal acceptance.

The hereby GTCU applies to the use of the Website <https://www.directendo.com/> which is limited to Healthcare professionals (Refer to Definitions).

DEFINITIONS

"Healthcare professionals" means a person practicing under a valid professional license with specialized expertise and recognized knowledge in the dentistry sector as well as the use of medical services and related tools.

"User(s)" means a Healthcare professional(s) or someone acting on its behalf that browses the Website without opening a Customer Account.

"User Customer Account" means a Healthcare professional(s) or someone acting on its behalf that opens a Customer Account but does not make any order on the Website.

"Customer" means a Healthcare professional(s) or someone acting on its behalf that opened a Customer Account and make an order on the Website.

ARTICLE 1 - PUBLISHER

The content of this Website is provided by the Editor:

DIRECTENDODONTICS S.A.S registered in the Register of Companies of Paris under number 949 471 460

Capital of 10 000€ (Dix mille euros)

Head Office: 91 rue du Faubourg Saint-Honoré, 95008 PARIS

Represented by :

Mr. Marc GORDON, President

You can write to us at dataprivacy@directendo.com for any information concerning the content published on the Site.

ARTICLE 2 - ACCESS TO THE WEBSITE

The Website is intended for Healthcare professionals or persons acting on its behalf (assistant, secretary...etc.). No access is possible without the recognition of this Professional status. If, for any reason whatsoever, the User accesses the Site without validation of this status, they must immediately leave the Site.

DirectEndodontics at all times requests consent by Users of the Website to the terms that they are Healthcare Professionals. No access is possible without such consent or without having provided evidence of such status.

Any wrong declaration is under User sole liability. DirectEndodontics may initiate any legal or administrative procedure against such person, natural or entity, and may seek

indemnification. DirectEndodontics will have all rights to exclude such person from its Website.

The opening of the Customer Account through the Website is a pre-requisite for Users to place orders on the Website.

Prior to the creation of the Customer Account, DirectEndodontics carries out a legal compliance check to authorize access to and the use of the Website. It is understood that DirectEndodontics may refuse to open the account at its option and without any justification.

This compliance checking is carried out regarding the data provided by the potential User Customer Account under his sole responsibility. The data processed by DirectEndodontics includes the User's professional license if any, his phone number, and his professional email. The information required above is not exhaustive and DirectEndodontics has all rights to request any additional information strictly necessary to validate the opening of the Customer Account.

After the compliance checking, DirectEndodontics provides to the User with a "DirectEndodontics Customer Code" allowing the User to activate his Customer Account. This DirectEndodontics Customer Code shall remain at all times confidential to this User and under its responsibility. It must not be communicated to third parties.

In the absence of a Customer Account, no order shall be placed.

DirectEndodontics has all rights at its own discretion to delete, at any time and without prior notice, the Customer Account of a User as soon as the aforementioned criteria are no longer met. The User has no right to claim any compensation or indemnification.

ARTICLE 3 - WEBSITE ADMINISTRATION

For the good administration of the Website, the Publisher may at any time:

- suspend, interrupt or limit access to all or part of the Website, reserve access to the Website, or to certain parts of the Website, to a specific category of users,
- delete any information that may interfere with the operation of the Website,
- modify any information in contradiction with national or international laws affecting the Website,
- suspend the Website in order to make updates or changes.

ARTICLE 4 - DATA COLLECTION

The rights regarding personal data that may be exercised by Users, User Customer Account and Customer are listed in the Privacy Policy in "Article 7 – Right of access, rectification, and deletion of your data and security obligation".

As a company incorporated under French law, the Website provides the User with a collection and processing of personal information in compliance with privacy under French Law No. 78-17 of January 6th, 1978, dite "Loi informatique, fichiers et libertés", and 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 transfer of such data (hereafter referred to as the "GDPR"), , the Publisher, in its capacity as data controller, guarantees privacy for the Users of the Website.

ARTICLE 5 - GOOD CONDUCT

The communication with the administrators of the Site is done with politeness. Good manners are required and insults, denigration, demeaning comparisons, defamation, etc. are prohibited. Similarly, threats, hateful comments, incitement to violence, pornographic, sexist, homophobic or revisionist comments, and those contrary to law and order are prohibited to the attention of the site administrators.

ARTICLE 6 – INTELLECTUAL PROPERTY

Trademarks, logos, signs, as well as all the contents of the Website (texts, photos, graphics... etc.), are protected by intellectual property rights held by DirectEndodontics or, any third-party named as holders, in compliance with Intellectual Property laws.

Consequently, none of this information may be reproduced, modified, redistributed, translated, commercially exploited, or reused in any way whatsoever without the prior written consent of DirectEndodontics or the respective owners.

ARTICLE 7 – HYPERTEXT LINKS

Hypertext links may be present on the Website. The User is informed that by clicking on these links, he will leave the Website and therefore the editorial content under the responsibility of the Editor Direct Endodontics.

The Editor is not responsible for the consequences related to hypertext links. Therefore, by accessing another Website through a hypertext link, the User is solely responsible for the consequences that may happen.

ARTICLE 8 – RESPONSIBILITIES

The User of the Website acknowledges that he/she has verified that any electronic devices such as computers, laptops, smartphones, pads... configuration he is using do not contain any virus and that it is therefore in perfect working order.

It is reminded that the secrecy of correspondence is not guaranteed on the web and that it is up to each Internet user to take all appropriate measures to protect their own data and/or software from contamination by any virus circulating on the Internet. DirectEndodontics shall not be held liable for any damage, direct or indirect, that may arise from the access, use, or downloading of content via the Website, including, damage or virus that could infect the User's electronic devices such as computers, laptops, smartphones, pads or any other equipment.

DirectEndodontics will make its best efforts to ensure access to the Website 24 hours a day, 7 days a week, except in case of force majeure (natural disaster, fire, flood, etc.) or an event beyond its control, and subject to possible breakdowns and maintenance interventions necessary for the proper functioning of the Website and services.

DirectEndodontics may be required to interrupt the Website or part of the services, at any time without prior notice. The User acknowledges and accepts that DirectEndodontics shall

not have to inform the User and so shall not be responsible for interruptions, and the consequences that may result for the User or any third party.

DirectEndodontics shall not guarantee the availability of the Website and/or services, the reliability of transmissions, and performance in terms of response time or quality.

The Publisher cannot be held responsible in case of legal proceedings of the User:

- due to the use of the Website or any service accessible via Internet;
- because of the non-respect of the present conditions.

The Publisher cannot be held responsible for any damage caused to you, to third parties, or to your equipment as a result of your connection to or use of the Website, and you waive any action against him as a result.

ARTICLE 9 - PROOF

The records of the Website's IT systems are kept on a faithful, durable, and secure backing by the Editor including the integrity of the information, identical to that introduced into the system verifiable by a Blockchain technology. The digital proof in compliance with the applicable regulations. In the event of a dispute, the data in these registers will prevail, including proof of submission of registration or subscription form to products or services, downloading content, publishing content, exchange of e-mails, etc. The Parties acknowledge and agree that, in their relations and in the event of a dispute between them, evidence of the allegations of either Party shall be made by any means. This includes, but is not limited to, electronic evidence including by a Blockchain technology.

ARTICLE 10 – MODIFICATION OF THE GENERAL TERMS AND CONDITIONS OF USE

DirectEndodontics shall have all rights to modify, at any time and without prior notice, the GTCU in order to adapt them to changes on the Website and/or its use and/or DirectEndodontics decisions.

ARTICLE 11 – APPLICABLE LAW

The hereby General Terms and Conditions of Use are governed by French laws.

Any dispute shall be subject to the courts of Paris, France, except if there is a specific attribution of jurisdiction resulting from a public law or specific regulation.