

# DENTAL MONITORING

## Terms & Conditions

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This website is operated by Dental Monitoring (referred to as "DM/we/our/us"). As user of this website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make is subject to our terms and conditions below. We ask you to please read through these terms and conditions carefully before using this website and also read our Privacy Policy section regarding your personal information.

### 1. General

- 1.1 We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website and it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.
- 1.2 This website is only for the use of Patients under their doctor prescription. You may only order our products if prescribed by your doctor, having provided you with an account to use the DM application.

### 2. Order process

- 2.1 In order to place an order, you will be asked to create an account, using an email address and a password. Once your account is created, you will be asked for shipping address information.
- 2.2 Once your account is finalized and all required information has been added, you will be able to place your order and proceed with the payment.
- 2.3 You will be asked to complete your payment details. You can pay by most major credit and debit cards. Having completed the payment details, you will be asked to complete your billing address.
- 2.4 Please note that you can place an order from all countries in which Doctors are able to use the DM services.
- 2.5 Following this, we will send you an order acknowledgement email detailing the products you have ordered.

### 3. Delivery

- 3.1 This website is only for delivery of products to patients residing in the United States and Canada.
- 3.2 Delivery charges are specified during the process, before you are invited to enter your payment details. We make every effort to deliver goods within the shortest timescales, however delays are occasionally inevitable due to unforeseen factors.

### 4. Payment

- 4.1 We take payment from your card at the time we receive your order, once we have checked your card details and stock availability. Goods are subject to availability. In the event that

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we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the goods.

## **5. Returns**

5.1 If the item you purchased is delivered faulty to you, please contact our customer support to organize its replacement at +1 737 201 9002

## **6. Intellectual Property**

6.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all products and/or content made available as part of your use of this website shall remain at all times vested in DM. You are permitted to use this material only as expressly authorized by DM.

6.2 You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

## **7. Proper utilization**

7.1 When using our products, please read carefully the Instructions for Use provided with the items, in order to make the best use of it.

## **8. Liability and Indemnity**

8.1 Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

8.2 Subject to Section 8.1 above, DM will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website.

8.3 Subject to Section 8.1 above, other than as expressly provided in these terms and conditions with respect to specific products and except for the returns set out at Section 5 above, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.

8.4 Subject to Section 8.1 above, DM will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent on

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negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:

- economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
- loss of goodwill or reputation; or
- loss of privacy and loss of data; or
- special or indirect losses
- suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

8.5 Notwithstanding the above, subject to Section 8.1 DM aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.

## **9. Miscellaneous Provisions**

9.1 The contract between us shall be governed by the laws of France and any dispute between us will be resolved exclusively in the courts of France.