

# GENERAL TERMS AND CONDITIONS (GTC) OF THE ONLINE SERVICE

Medicloud AG  
Amlehnstrasse 22  
6010 Kriens  
Switzerland

E-mail: [support@practicedent.com](mailto:support@practicedent.com)

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GENERAL TERMS AND CONDITIONS  
FOR THE PROVISION OF THE CLOUD SERVICE FOR STORAGE OF DATA AND INFORMATION  
ON THE WEBSITE WWW.PRACTICEDENT.COM

The present General Terms and Conditions regulate the conditions and procedures for the provision of the Cloud service for storage of data and information of the Client on a remote server. The service is provided on the website [www.practicedent.com](http://www.practicedent.com), hereinafter referred to as “the website/the site” which is owned by the Company MEDICLOUD AG, reg. No. CHE325913390 with seat and registered address: Amlehnstrasse 22, 6010 Kriens, Switzerland.

Any natural or legal person using the website for the purposes for which it was created shall be hereinafter referred to as “the Client”.

I. GENERAL TERMS AND CONDITIONS

1. General Terms and Conditions means the present General Terms and Conditions. The present General Terms and Conditions regulate the relations between the Company MEDICLOUD AG, Switzerland, and the persons using the website, the cloud storage space and the computer program located on [www.practicedent.com](http://www.practicedent.com)
2. If you use the Internet service provided via this site, it's considered that you accept and agree with the present General Terms and Conditions unconditionally.
3. For the purposes of the present General Terms and Conditions the parties accept the following definitions:
  - 3.1. MEDICLOUD AG, Switzerland, which is the owner of the present website shall be hereinafter referred to as “Company” and/or “the Company”;
  - 3.2. The General Data Protection Regulation shall be hereinafter referred to as GDPR;
  - 3.3. The virtual space provided by the Company to the Client for the storage of professional information of the Client, which is provided personally by the Client and used by the Client, as well as any other information of the Client related to their professional activity in the field of medicine, dental medicine and pharmacy shall be hereinafter referred to as Cloud service;
  - 3.4. “The website” located on [www.practicedent.com](http://www.practicedent.com) which is property of the Company shall be hereinafter referred to as “the site”;
  - 3.5. The person using the functionalities of the site shall be hereinafter referred to as “Client”;
  - 3.6. Personal data pursuant to the Regulation/GDPR shall be hereinafter referred to as “personal data”;
  - 3.7. The present General Terms and Conditions shall be hereinafter referred to as “General/The General Terms and Conditions”;
4. Every Client using the service provided by the Company agrees by checking the box “I agree to the conditions for use of the service of [www.practicedent.com](http://www.practicedent.com)” and clicking of the respective virtual button for completing the registration.

## II. ESSENCE OF THE SERVICE PROVIDED

5.1. With the acceptance of the present General Terms and Conditions the Company is obligated to provide and the Client agrees to use the following service:

- provision of a fixed-term right to use the virtual space and fixed-term right to use the functionalities of the computer program PracticeDent which provides the possibility for storage of information in the field of medicine, dental medicine and pharmacy,
- provision of an administrative access for management of the service,
- provision of parameters of the service depending on the needs of the Client with the possibility for correction and editing of the parameters by their choice.

5.2. The information which the Client has the right to store and process is envisioned to be only information of professional nature in the field of medicine, dental medicine and pharmacy, as well as any other information related to it – professional and/or personal, which is information of the Client.

5.3. The negotiation of the specific individual conditions is carried out by the signing of the individual contract and according to the price list of the Company. The conditions specified in the individual contract for the business conditions and approved and accepted by the Company become obligatory for the parties and the present General Terms and Conditions are an integral part of the individual contract. The parties can also negotiate conditions corresponding to individual arrangements between them including to exclude the effect of certain clauses of these General Terms and Conditions.

5.4. With these General Terms and Conditions it's explicitly forbidden to use the virtual space on [www.practicedent.com](http://www.practicedent.com) for purposes other than those specified in these General Terms and Conditions, as well as to store information, files or links containing:

- Pornography;
- Hacking programs and archives;
- Computer programs for spamming, Computer programs for traffic relay and others;
- Content infringing on copyrights – for example mp3 files or video, movies, etc.
- Any content breaking the laws

## III. TERMS AND FINANCIAL CONDITIONS

6. The term of the contract between the Company and the Client is set in accordance with the period of usage of the service specified in the individual contract between the Client and the Company.

7. With the signing of the individual contract between the parties it enters into effect and the Client is obligated to pay for the service.

8. The Company shall not be obligated to fulfill the contract – i.e. shall not be obligated to provide the service pursuant to these General Terms and Conditions and pursuant to the respective individual contract if the Client does not make a payment as per the contract.

9. The Client shall pay a price for the service which can be paid in full in advance for the entire period or in installments. The price for the service (as a detailed breakdown) is given and the parties can negotiate an individual price in the individual contract according to the parameters negotiated in the individual contract for business conditions – monthly fees and additional services, etc. The price for the service is negotiated in the individual contract for business conditions. The price for the service is specified in net.

10. For the term for which the Client has paid the price for the service they have the right to use the service. After the expiry of the term for which the price of the service has been paid, the Company has the right to discontinue the provision of the service without prior notice if the Client has not paid for a new term. This rule applies to every subsequent term without limitation in time.

11. The provision of the service starts after the payment of the negotiated price by the Client and after the Client is notified of its activation. If the service is not paid the Company shall not be obligated to provide the service.

12. The Company shall issue a due financial and accounting document for the payment.

13. The Client has the right to renounce the concluded contract within a period of ten (10) days after signing the contract or by checking the box "I agree to the conditions for use of the service of [www.practicedent.com](http://www.practicedent.com)" and clicking of the respective virtual button for completing the registration without giving a reason.

14. The Client agrees that they are obligated to pay the amounts due to the Company in connection with the service without having rights of refusal or claims and in case the individual contract has been signed by their employee who has no representative power and that is part of their official duties.

15. The price for the service in the individual contract is final and shall be subject to change only by mutual written consent of the parties.

16. In case of payment with a credit card the Company shall have the right to request information about the validity and limit of the Client's credit card. The payment of the negotiated price shall be completed in full regardless of the differences in the foreign currency exchange rate or other factors – for example interest rates.

17. The payment shall be made to the bank account of the Company specified in the individual contract with the Client.

#### IV. RIGHTS AND OBLIGATIONS OF THE COMPANY

18. The Company is obligated:

18.1. To provide the service in accordance with the present General Terms and Conditions and with the parameters requested by the Client;

18.2. To provide the use of the service night and day;

18.3. To ensure the proper working of the service. If maintenance is required, it can be carried out at any time. In case of maintenance – notification via e-mail minimum 1 (one) day prior to said maintenance. In this connection the Company has the right to perform maintenance of the technical equipment and for the duration of the maintenance it has the right to temporarily discontinue the access to the service provided. The Client agrees that they won't have any claims whatsoever to the Company if the Company temporarily discontinues the access to the service for said maintenance;

18.4. To provide to the Client access to the service via name and password;

18.5. The Company explicitly states that it's not engaged with providing Internet, nor with providing Internet access to the service, nor with providing a technical device for access. The Internet access to the service depends on and is the obligation solely of the Client and the Company shall not bear responsibility in case of not good or bad quality of the Internet access of the Client, nor for technical problems resulting from problems with the technical equipment of the Client through which the Client ensures access to the service.

19. The Company has the following rights:

- 19.1. To receive remuneration for the service it provides within the term and in accordance with the agreements with the Client and the provisions of these General Terms and Conditions;
- 19.2. To temporarily restrict the parameters or the access to the service provided in the cases when technical maintenance of the equipment is carried out;
- 19.3. To execute constant control over the good technical order of the service;
- 19.4. To temporarily restrict the parameters of the service provided if that's necessary for the protection of its equipment, the service and the computer program;
- 19.5. To receive additional remuneration from the Client if it provides a service which is not included in the initial contract;
- 19.6. To require the necessary identification of the Client depending on the circumstances in the acceptance of instructions from them regarding the use or management of the Service;
- 19.7. To restrict or discontinue temporarily and permanently the use of the Service if it establishes that the Client uses it unconscientiously or in violation of the General Terms and Conditions.

## V. RIGHTS AND OBLIGATIONS OF THE CLIENT

20. In accepting the content of the present General Terms and Conditions the Client is obligated:

- 20.1. To pay the Company the agreed upon price for the use of the service;
- 20.2. To use the service in good faith and in accordance with the present General Terms and Conditions,
- 20.3. To use the service remotely through the name and password provided to them for administrative access;
- 20.4. To use the service provided by the Company in accordance with its purpose;
- 20.5. To refrain from actions damaging the Company, the computer program of the Company and the other Clients;

21. The Client has the following rights:

- 21.1. To have remote administrative access to the Service;
- 21.2. To change the data which the Client personally entered in the system and which are their data. The Client doesn't have the right to change any other parameters of the computer program or of the system. If the Client needs to change some parameter of the system or the computer program, they have to ask the Company to do it;

22. The Client is obligated not to use the Service in contradiction to all prohibitions specified in the General Terms and Conditions and established by the Company and the legislation.

## VI. CONDITIONS FOR REGISTRATION

23. The registration on the site is completely voluntary and free and is obligatory for the use of the service.

24. Upon registration the Client has to fill in the blank spaces with their personal data which have to be written correctly, exactly and without mistakes. The spaces marked with an asterisk are obligatory. After the successful registration the Client will be able to use the Client name and password set by them with which they shall be able to access their account.

25. The Client will be able to change (request a new) the personal data they've given if

changes occur in said data within a period of 4 (four) days at the latest. By accepting the present General Terms and Conditions the Client states that the personal data they've provided are correct. If the Client provides incorrect, misleading or incomplete data or if changes which occurred were not reported in the above-mentioned period, as well as if the personal data given represent an infringement of the Regulation and of the GDPR or a crime pursuant to Switzerland legislation, the Company has the right to stop the registration of the Client immediately, unilaterally and without prior notice. If such infringement creates doubt in the Company owing the site about the character and aims of the Client, aside from the specified in the previous sentence the Company shall notify the respective government bodies and authorities, as well as the Personal Data Protection Commission when such infringement affects the protection of personal data of data subjects.

26. In case of disputes and/or ambiguity regarding the person bound by the present General Terms and Conditions the parties shall accept and consider that the party to the contract for use of the service is the person who signed the individual contract.

## VII. COPYRIGHTS

27. The Company is the owner of the computer program and the site and owns all copyrights. Without the explicit written consent of the Company the materials on this site and the computer program cannot be changed in any way, cannot be distributed or disclosed for any public or business purpose whatsoever. The conclusion of the individual contract and the acceptance of the present General Terms and Conditions don't, in any way and under any conditions, provide to the Client and don't create any rights for the Client to use the computer program in the meaning of Art. 36 and the subsequent of the Copyright and Related Rights Act aside from the negotiated by these General Terms and Conditions.

## VIII. TERMINATION OF THE CONTRACT

28. The contract shall be terminated:

28.1. with the expiration of its term;

28.2. in case of death, dissolution and liquidation or declared bankruptcy of one of the parties to the contract; the Company shall notify its Clients one month prior to the beginning of the liquidation procedure or the declaration of bankruptcy, so that they can keep and move their information.

28.3. by mutual consent;

28.4. in case of an objective inability of one of the parties to fulfill its obligations under the present contract

28.5 with notice of 60 days given from either party.

29. If by following the proper procedures the Company finds out that the Client uses its service in violation of the legislation of Switzerland or in breach of the present General Terms and Conditions, the Company shall have the right to terminate the contract with the Client unilaterally and without prior notice and to notify the respective government bodies and authorities.

## IX. LIABILITY

30. If the Client terminates their contract with the Company ahead of term they shall owe default penalty to the amount of the payment due for the remaining period of the contract.

31. If the present contract is terminated unilaterally by the Company due to a faulty non-performance of the obligations of the Client, the Client shall owe the Company a default penalty to the amount of the payment due for the remaining period of the contract.

32. In case of a faulty non-performance of the obligations of the Company to provide the Service, the Client shall have the right to receive a default penalty to the amount of the payment due for the remaining period of the contract.

33. In case of a faulty non-performance of their obligations under this contract, the Client shall owe the Company a compensation for all direct damages incurred which are a direct or indirect consequence of the non-fulfillment of the contract.

34. The Company shall be relieved of liability and obligations under the contract in case of Force Majeure. Force Majeure includes fire, flood, extraordinary circumstances, war, blockade, earthquake, actions or acts of competent government bodies, restricting the powers or functions of the Company and other events commonly acknowledged as Force Majeure.

35. The Company shall not bear responsibility for damages caused by the Client to third parties.

## X. OTHER PROVISIONS CHANGES IN THE GENERAL TERMS AND CONDITIONS

36. The parties undertake to mutually protect their rights and legal interests, as well as to keep their trade secrets that have become known to them in the process of fulfilling this contract.

37. By accepting the present General Terms and Conditions the Company and the Client agree that the Company may change said General Terms and Conditions at any time with prior notice of ten (10) days and that the Client is responsible for checking the General Terms and Conditions of the site regularly in order to be duly informed of any changes. The parties agree that in view of the character of the service provided all changes in the General Terms and Conditions shall become obligatory for the parties 10 (ten) days after they are published on the site of the Company.

38. The Company shall not bear responsibility for the content and safety of the sites to which the Client is sent via links published on the present site or links which the Client used while using the service provided with these General Terms and Conditions. The clicking on links and using of sites to which said links send the Clients shall be done by the Clients of the present site solely at their own risk and responsibility.

39. By accepting the present General Terms and Conditions the Client undertakes to keep in secret the password and Client name for access and not divulge them to third parties. In case of an unauthorised access to the password and Client name, as well as to the account of the Client, the same is obligated to notify the Company immediately at the following e-mail address: support@practicedent.com

The Client is solely responsible for keeping the Client name and password for access to their account in secret and the Company is not responsible for any consequences in case of access to the data and information of the Client if the latter has faultily or non-faultily

divulged the secret of their own password and Client name.

40. Until the moment of the notification pursuant to item 40 of these General Terms and Conditions every access to the account and the information of the Client realized on the present site shall be considered valid by the Company if a Client name and password were used for that access which the system accepted as valid, regardless of whether the same were used by a person different from the Client or by a person not authorized by the Client.

41. By accepting the present General Terms and Conditions the Client is obligated to provide to the Company correct and exact information about address, e-mail for correspondence and telephone number necessary for the provision of the service. The Company is not obligated to provide the service and is not liable for non-performance when the Client doesn't pay the price of the negotiated service in accordance with the present General Terms and Conditions, as well as when the Client provides incorrect, inexact, incomplete or fictitious personal data and/or information about address, e-mail for correspondence and telephone number, as well as in any other case of non-performance on the part of the Client.

42. The Client doesn't have the right to interfere with the system or the computer program, to take actions which lead to the blocking and/or failure of the service of the system, the computer program or the website, as well as to hinder the identification of other Clients, the access to or use of the site by other Clients. The access of incorrect Clients and/or Clients with unclear or suspicious aims to the system and the computer program shall be blocked without prior notice by the Company until the full clarification of the problem. In this case the Company shall not be liable for damages, since its actions shall be motivated by securing the safety of the information of the Clients. In this case the Client whose access is blocked, for complaints, requests and other notifications the Client can contact the Company at e-mail address [support@practicedent.com](mailto:support@practicedent.com) or telephone +41 41 267 67 69.

43. If the Client doesn't fulfill their obligations under these General Terms and Conditions or under the individual contract the Company has the right to discontinue their access to their account without prior notice and also to file a claim for damages and missed profit as a result of the wrongful actions of the Client, as well as to notify the competent authorities if it considers that such actions represent a violation and/or a crime.

44. In the cases when the Company is in its capacity of personal data controller in the meaning of the Regulation, with the acceptance of the present General Terms and Conditions the Company and the Client mutually and unconditionally agree and the Client states that the Company has the right to collect and process data and information for the purposes of the present contract, as well as for offering the Client new services. By accepting the present General Terms and Conditions every Client gives their explicit consent (until its eventual written revocation) for the personal data they provide to be collected, stored, processed and used by the Company and/or by third parties authorized by the Company – banks and other companies, for the purpose of complying with the present General Terms and Conditions and with the individual contract of every Client, for marketing and advertising purposes and analyses, as well as for other purposes not prohibited by law. By accepting the present General Terms and Conditions the Client explicitly states that they have collected the consent of their patients (data subjects) and have given transparent information regarding GDPR and give their consent for the personal data provided by them to be used by the Company for the purposes of the present contract. An integral part of the present General Terms and Conditions are the Policies for Protection of Natural Persons regarding the collection and processing of their personal data in the platform of



PracticeDent by the Company, as well as the Internal Rules for Protection of Natural Persons in connection with the processing of personal data of the Company. By accepting these General Terms and Conditions the Client explicitly states that they are familiar with the Policies for Protection of Natural Persons regarding the collection and processing of their personal data.

The contact person and address regarding and in connection with the rights of the data subjects and their protection are specified in the Policies for Protection of Natural Persons regarding the collection and processing of their personal data in the platform of PracticeDent by the Company.

45. The Client explicitly agrees for the information pursuant to item 42 to be used by the Company for the purposes stated in these General Terms and Conditions, as well as for the offering of new services to the Client (free or paid), for promotions, lottery organisation, inquiries, for statistical, marketing and other purposes.

46. The Company undertakes not to provide the processed personal data of the Client to third parties except in the cases stated in the Regulation, the GDPR, the relevant effective legislation and the Policies and Internal Rules for personal data protection of the Company. For the purposes of the present contract "personal data" are data provided to the Company by the Client in accordance with the definition in the Regulation (and the GDPR). The Client is responsible for the information they collect from third parties, for the legality of the method and type of the information collected by the Client from third parties. The Company is not responsible for the information collected by the Client from third parties, as well as for the method of collection and processing of such information.

47. The Company is recognized as Processor and the Client as Controller. This relationship has to be governed by a contract or other legal act under Union (EU) or Member State law, that is binding on the processor with regard to the controller and that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller. Therefore by accepting this General Terms and Conditions the parties agree on a contract which is on file on the website.

48. All matters not settled in these General Terms and Conditions shall be subject to the general provisions, the Regulation and the GDPR. All disputes shall be settled by agreement between the parties. If such agreement cannot be achieved disputes shall be referred to the competent court. The legal venue is the competent court at the location of licensor (Kriens, Switzerland). This agreement shall be governed by and construed in accordance with Swiss law and each of the parties hereto submits to the jurisdiction of the Swiss courts.

## XI. DATA PROTECION, COPYRIGHT, TRADEMARK RIGHTS

The privacy policy is an integral part of these GTCs. By accepting these terms and conditions, the customer also agrees to the privacy policy.

All trademarks, images and copyrights are owned by Medicloud or its partners. The downloading, saving, copying or printing of data, images and PDF files, even in part, requires the written permission of Curaden. All rights reserved. Further use by the customer for purposes other than those serving the purpose of the product is not permitted.