

## General Terms and Conditions

The purpose of these General Terms and Conditions is to set out the details concerning the planning, information, organization, responsibility, and support in the treatment with Nevident clear aligners and in the production of these aligners.

The General Terms and Conditions represent an agreement between the doctor (providing partner) and Mint Labs, s.r.o. (manufacturer). The physician is responsible for reading and understanding these General Terms and Conditions before placing any order and submitting records and patient information.

### 1. Definitions

- Treatment with clear aligners is a therapeutic process. Its results and effectiveness cannot be completely predicted or guaranteed. The results of treatment depend, inter alia, on the individual characteristics of the patient, on the provision of truthful information and data about the patient, as well as on adherence to the recommendations of the individual treatment plan and the principles of oral hygiene.
- Providing partner - a natural or legal person who is a healthcare provider and one who provides treatment with Nevident clear aligners.
- Patient - a natural person who has voluntarily decided to undergo treatment with Nevident clear aligner at a providing partner of their choice.
- Manufacturer - company Mint Labs, s.r.o., Registration number: 52 874 052, with its registered office at Ostravská 1014/8, 040 11 Košice. The manufacturer meets the conditions and criteria set out in Regulation 1907/2006 of the European Parliament and of the Council (EU) 2017/745.
- Nevident Clear Aligner - a custom-made medical device, classified by the manufacturer as Class I Medical Device, registered by the State Institute for Drug Control (ŠUKL) in the database of medical devices under the code P3503A, manufactured under the instructions and prescription of a providing partner.

## 2. Personal Data Protection

The rules for the processing of personal data are detailed in the "Personal Data Protection" document available at the [nevident.eu](http://nevident.eu) website.

## 3. Doctor's warranty

3.1. The doctor warrants and declares that:

- is licensed to practice dentistry and / or orthodontics at the place and time of treatment,
- will not use Nevident treatment options and / or products if this license expires, is not valid, is revoked, suspended, or otherwise compromised at any time during treatment with Nevident products,
- the physician's use of the Nevident treatment options and/or products and services will be in accordance with generally accepted business or medical standards and will be in accordance with the specifications of the Nevident products or services,
- has the expertise and experience to perform procedures related to treatment with clear aligners,
- will periodically check the AlignerManager account to verify any changes in the manufacturer's pricing and general terms and conditions.

The manufacturer is not liable for any damage caused by non-compliance with any of these guarantees.

3.2. At the same time, the doctor guarantees and is solely responsible for ensuring compliance with all national, European, and international laws and standards governing and regulating the exercise of the profession and the competency to provide treatment with clear aligners.

3.3. It is not the responsibility of the manufacturer to examine that the physician is authorized to provide clear aligner treatment in a particular country. The doctor is solely responsible for the damage and possible mistake caused by non-compliance with this warranty and the liability of the doctor, and the manufacturer cannot be sanctioned and punished in any way.

## 4. Registration

- 4.1. The provision of treatment with Nevident clear aligners requires the registration of the healthcare provider in the AlignerManager system. The information that the healthcare provider fills in the registration form must be accurate. The registered providing partner is obliged to update this information in its profile in the event of a change in any registration data without undue delay. The manufacturer is not liable for any damage caused by non-compliance with this obligation.
- 4.2. The manufacturer will set up an account for each registered provider in the AlignerManager application. The registered provider logs in to the account using the client code, which will be assigned automatically by the system at the time of registration, and a password.
- 4.3. The manufacturer will send a link to the email address specified in the registration form, which the person interested in registration is obliged to click on and thus confirm their email address (so-called verification). Verification of the account via the verification element is mandatory for each registration.
- 4.4. By confirming the email address in the verification process, the registration is completed.
- 4.5. If the email address is not confirmed in the verification process within 10 working days, the applicant's account will be automatically deleted.
- 4.6. The registered providing partner is responsible for securely storing the password for their account in the AlignerManager application.
- 4.7. Each healthcare provider can only have one account created in AlignerManager.
- 4.8. If a registered providing partner requests the deletion of the AlignerManager account, the account will be deleted after 10 working days from the date of receipt of its cancellation request, unless prevented by legal, technical, or other restrictions.
- 4.9. In case of long-term absence of activity by the registered providing partner, the account will be automatically deleted after 12 months from the last login to the application.
- 4.10. The manufacturer reserves the right to deny the registered providing partner access to the application and delete their account in the application if:
  - there has been a violation of laws or other legal norms of the Slovak Republic or EU legal norms by the registered providing partner,

- there has been a major and repeated breach of these Terms by a registered providing partner,
- the interests of the manufacturer or any other treatment provider have been harmed by the registered providing partner.

## 5. Service delivery process

- 5.1. Before starting treatment with Nevident clear aligner, the providing partner selected by the patient as part of the initial examination must first assess whether treatment with the Nevident clear aligner is medically appropriate for the patient. To this end, the providing partner will, inter alia, perform an intraoral scan of the teeth or dental impressions and at the same time check for the presence of tooth decay, gingivitis and other pre-existing oral health conditions that need to be treated before starting treatment with Nevident clear aligners
- 5.2. If the patient is medically fit to undergo treatment with an Nevident clear aligners, the providing partner sends the manufacturer the necessary information (eg intraoral dental scan, dental impressions, etc.) to prepare the patient's individual treatment plan (so-called order submission).
- 5.3. The manufacturer shall indicate in the treatment plan, based on the findings of the initial examination, which of the following treatment alternatives is most appropriate for the patient:
  - treatment category SHORT (up to 14 aligners),
  - treatment category MEDIUM (15 – 30 aligners),
  - treatment category FULL (more than 30 aligners).
- 5.4. Upon receipt of the treatment plan, the providing partner presents the patient with a virtual result on 3D animation via a web application on the next visit. He is obliged to inform the patient about the expected duration of treatment and the number of aligners needed for his treatment, as well as about the price and payment conditions of treatment.
- 5.5. The duration of treatment is always estimated according to the individual needs of the patient and is stated in the patient's treatment plan.
- 5.6. If the providing partner and the patient agree with the proposed treatment plan, they entrust the manufacturer with the production and delivery of Nevident clear aligners in accordance with the treatment plan (so-called order confirmation).

- 5.7. By agreeing to the treatment plan, the patient also expresses consent to the total cost of treatment.
- 5.8. If the providing partner or patient does not agree with the treatment plan, the manufacturer will modify the treatment plan according to written instructions received from providing partner.
- 5.9. After confirming the order, modifications to the treatment plan are no longer possible. The treatment plan can be modified only until the start of production of Nevident clear aligners.
- 5.10. The patient is entitled to refuse the proposed treatment plan and not to undergo treatment with Nevident clear aligner at a providing partner.
- 5.11. For services rendered by the manufacturer in the treatment process, the manufacturer is entitled to a reward in the amount corresponding to the chosen treatment modality. The reward includes the design of a treatment plan, the production and delivery of Nevident clear aligners, as well as organizational and medical support in accordance with the treatment plan. The reward does not include the cost of treatment prior to treatment with Nevident clear aligners (eg treatment of dental caries, gingivitis, etc.) or costs of other health services provided by providing partner that are not directly related to treatment with Nevident clear aligners.
- 5.12. The reward is payable after confirmation of the treatment plan and issuance of an invoice for the ordered services.
- 5.13. After approval of the treatment plan, the manufacturer will send instructions to the providing partner for payment of the fee. The remuneration shall be deemed to have been paid when the amount is credited to the manufacturer's bank account.
- 5.14. Providing partner is obliged to pay the manufacturer a one-time fee in full according to the current price list, regardless of the method of payment for treatment with Nevident clear aligner on which the providing partner has agreed with the patient.
- 5.15. After the total payment of the fee, the manufacturer shall immediately start the production of Nevident clear aligners in accordance with the approved treatment plan of the patient.
- 5.16. In the event of rejection of a treatment plan by a patient, the manufacturer is entitled to remuneration only in the amount corresponding to the price of designing an individual treatment plan.

- 5.17. The manufacturer reserves the right to cancel the providing partner's order if the invoiced sum for this order has not been paid in full within one month of the invoice being issued and delivered to the providing partner.
- 5.18. If such an order is re-submitted by the providing partner into the AlignerManager application, the providing partner will be charged an additional fee of 10% of the total treatment price.
- 5.19. The costs of dispatch and delivery of Nevident clear aligners shall be borne by the manufacturer, unless otherwise agreed in the contract.
- 5.20. The delivery of a complete set of Nevident clear aligners to a providing partner duly fulfils the manufacturer's obligation in accordance with these conditions.

## **6. Pricing**

- 6.1. A detailed price list is available for providing partners in their AlignerManager account on the manufacturer's website.
- 6.2. The manufacturer reserves the right to change prices at any time without notice.

## **7. Manufacturer 's recommendations**

- 7.1. Mint Labs, s.r.o. as clear aligner manufacturer recommends that the providing partner shall instruct and inform the patient about the purpose, nature, procedure, potential risks, and complications of treatment, including the possibility that the outcome of the treatment may differ from the computer simulation of the treatment plan.
- 7.2. The manufacturer further recommends that the providing partner shall inform the patient about the proper care for clear aligners and the necessary procedures required after the clear aligner active treatment comes to an end.
- 7.3. The manufacturer reminds the providing partner of the professional responsibility to ensure that each patient is medically and dentally fit before starting the treatment, including known contraindications for the treatment.

## **8. Responsibility**

- 8.1. Mint Labs, s.r.o. is a manufacturer of medical devices and is not a provider of medical, dental, or any other healthcare services and does not and cannot perform a medical or dental practice.
- 8.2. The manufacturer produces Nevident clear aligners under the instructions and prescription of a providing partner.
- 8.3. The individual phases of treatment (check-ups, consultations, treatments, etc.) as well as the treatment as a whole are the sole medical responsibility of the providing partner.
- 8.4. 8.4. The providing partner is responsible for securing all patient consents required by law.
- 8.5. Treatment decisions are made by the providing partner, and the providing partner is solely responsible for reviewing and approving patient treatment plans to determine if Nevident products and treatment options are appropriate for a particular patient.
- 8.6. The manufacturer may provide information or recommendations to the providing partner, but the manufacturer will not control or put pressure on the providing partner in the exercise of their profession.
- 8.7. The manufacturer's clinical protocols define the treatment restrictions that apply when designing treatment plans (see Clinical Manual). If, based on these restrictions, the manufacturer rejects the case, the providing partner is required to accept this decision.
- 8.8. The manufacturer is fully liable for damage caused intentionally or through wilful negligence by the manufacturer, its managers, other persons authorized to act on behalf of the manufacturer or employees.
- 8.9. The manufacturer is not responsible:
  - that the patient does not follow the individual treatment plan, including any damages caused by incorrect implementation or non-implementation of the patient's individual treatment plan.
  - for any damage caused by the providing partner incorrectly or incompletely instructing the patient about the purpose, nature, procedure, possible risks, and complications of treatment.
  - for any damage caused by the providing partner incorrectly or incompletely instructing the patient about the proper care for the clear aligners and the procedures required after the clear aligner active treatment concludes.

- for any damage, harm or unjust enrichment caused by the providing partner, as the patients choose the providing partner themselves.
- for any damage caused by improper handling of clear aligners, resp. handling it in a manner other than that stated in the instructions for use.
- for any damage caused by neglect of care and maintenance of clear aligners.
- for any damage caused by mechanical damage to clear aligners by the patient.

## 9. Special provisions

- 9.1. Nevident clear aligners are custom-made medical devices, made to measure for the specific patient, and after approval of the treatment plan (order confirmation) and receipt of payment, it is no longer possible to cancel the order or return the payment.
- 9.2. Neither the manufacturer nor the providing partner can ever guarantee an accurate treatment result with clear aligners.

## 10. Patient's rights and obligations

- 10.1. The patient acknowledges that, as with all medical procedures, the positive effects of treatment are not guaranteed with Nevident clear aligners.
- 10.2. The patient also acknowledges that the duration of treatment may change if unforeseen circumstances occur during treatment.
- 10.3. Patient:
  - has the right to accept and agree to the proposed treatment plan for clear aligner therapy.
  - has the right to reject an individual treatment plan.
  - is required to strictly adhere to the treatment plan and its duration.
  - is obliged, after approval of the treatment plan, to pay the total price of the treatment in the manner and under the conditions agreed with the providing partner.
  - is obliged to communicate sufficiently and regularly with the providing partner of the choice regarding the dates of the examinations and examinations and, if possible, to take part in any agreed or required treatment plans.
  - is obliged to follow the instructions given by the providing partner regarding treatment.
  - is obliged to collect the manufactured clear aligners.
  - is obliged to inform the providing partner of all serious, unexpected, and unfavourable events that occur during the clear aligner treatment.
  - is obliged to actively cooperate with the providing partner in the whole process of treatment with Nevident clear aligners.
- 10.4. The patient is responsible for any damages that arise from providing false or incomplete information and data about physical and mental condition, as well as

other circumstances that may affect the provision, course, and consequences of treatment with an Nevident clear aligners.

## 11. Final provisions

- 11.1. By registering in the AlignerManager application, the providing partner confirms that she or he has read these General Terms and Conditions and that she or he expressly agrees with them, in the wording valid and effective at the time of registration.
- 11.2. Mint Labs, s.r.o. reserves the right to amend these General Terms and Conditions. This does not affect the rights and obligations arising during the period of validity of the previous version of the General Terms and Conditions.
- 11.3. In matters to which these terms and conditions do not apply, the relevant provisions of the law of the Slovak Republic apply. The general terms and conditions are prepared in Slovak and English language, according to the selected language version. The decisive language version for relations and possible disputes is the Slovak version. The English version of the General Terms and Conditions is a legally unofficial translation and is provided for the convenience and easier orientation of foreign providing partners.
- 11.4. These General Terms and Conditions shall enter into force and effect on 1st January 2021.
- 11.5. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.
- 11.6. You hereby waive all defences you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.
- 11.7. Mint Labs, s.r.o. reserves the right to amend these General Terms and Conditions. This does not affect the rights and obligations arising during the period of validity of the previous version of the General Terms and Conditions.

**Version valid and effective from 25th February 2022**