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This text constitutes the CONTRACT governing the relationship between SMILEZ SIMON S.L. (hereinafter DENTOOL), with CIF B70473855, and You (the Client), when making your purchase through our website or DENTOOL App.

Please read this document carefully. Here you will find the conditions governing the contracting associated with DENTOOL, the rights and obligations of both parties and the information of the procedures of the purchase process, among other issues.

We inform you that these General Conditions comply with the provisions of the Law on Information Society Services and Electronic Commerce (LSSICE), the Consumers and Users Act and the other legislation in force in this area.

1. Acceptance and Effectiveness of the Terms

These Terms are mandatory for both parties. the Customer will be bound by each and every one of these Terms without any reservation when contracting products through DENTOOL, being their obligation and responsibility to read them in advance.

During the course of your order, the Customer must accept the Terms and Conditions. If you do not agree with them, do not go ahead with the contracting process, since such conditions will apply to you in any case.

2. Product

DENTOOL is an application for iOS. It consists of various functionalities with which the client will be able to make and explain treatment plans to patients, thanks to its library of 3D elements and videos of dental treatments, and its possibility to import videos, images and x-rays.

3. Download the DENTOOL product from the App Store

The product will be downloaded directly from the App Store in www.dentoolapp.com.

4. Uninstalling the DENTOOL Product

The user can at any time uninstall the product from their device without any cost.

If in any case the download of the App entails any cost because so decided by the owner, there will be no right to the refund of the amount or the withdrawal of the same, because there is an exclusion to the right of withdrawal that falls within article 103 of the Law on Consumers and Users.

5. Data Protection

At DENTOOL we are especially concerned about the privacy of our users. For this reason we not only comply with the regulations in force at European level (GDPR 2016/679) and at the national level (LOPDGDD 3/2018), but we also promote its compliance and require it from all our suppliers and collaborators.

Since we want to explain clearly and concisely to our users what we could use your personal data for, we have enabled the following link to the [privacy policy](#) to explain in detail everything related to the protection of personal data.

6. Intellectual and Industrial Property

6.1. Accessible content preset in the DENTOOLApp

This is content that is the property of DentalPlay, trademarked in the Spanish Patent and Trademark Office with [M3603927 file](#). Therefore, the user will be allowed to use it non-exclusively, as long as the user has downloaded the DENTOOL App and the content is accessible. The purposes of reproduction of the content (videos and other works) may only be reproduced in the clinical field, being prohibited its use for other purposes if prior authorization is not obtained.

6.2. Content provided by the CUSTOMER to the DENTOOL App

This content will always be the property of the CUSTOMER and DENTOOL will only be able to access it if the CUSTOMER makes any technical request. But under no circumstances may DENTOOL use this content for its own purposes.

6.3. Intellectual and Industrial Property linked to the website, App and DENTOOL brand

All the contents of the website www.dentoolapp.com and its App (including, without limitation, databases, images and photographs, drawings, graphics and text files) are the property of DENTOOL and DENTALPLAY or the content providers, having been, in the latter case, subject to license or transfer by them, and are protected by national and international intellectual and industrial property standards. Users undertake to use the contents made available on www.dentoolapp.com according to the aforementioned Law, as well as accepted morals and good customs and public order. The user shall refrain from carrying out conduct that violates the intellectual or industrial property rights of DENTOOL or third parties, or that violates or violates the personal or family privacy or image of third parties, or that are unlawful or contrary to morality. The user will leave DENTOOL undamaged in any case against any claim, judicial or extrajudicial that is presented against it as a result of such use.

The brands, labels, distinctive signs or logos of the website www.dentoolapp.com are the property of DENTOOL and are duly registered, without any of the exploitation rights being understood to be transferred to the user beyond what is strictly necessary for the correct use of the website.

The texts, data and graphic drawings are the property of DENTOOL or the entities providing information, and may not be subject to further modification, copying, transformation, alteration, reproduction, adaptation or translation by third parties, without the express authorization by the owner of such content. The making available of texts, data and graphic drawings does not imply, in any case, the transfer of ownership or the grant of a right of exploitation, reproduction, dissemination, transformation, distribution, or transmission in its favor, other than the right of use that entails the legitimate use of www.dentoolapp.com.

All photographs and images published on the website www.dentoolapp.com will be used for a legitimate purpose. DENTOOL takes special zeal and care in the use and publication of them, which at all times will respect the privacy, of the people who appear in them.

The images published on the website www.dentoolapp.com do not constitute a source of public access and may not be reproduced in whole or in part, or transmitted or registered by any information retrieval system, without the consent of the affected persons themselves.

7. Applicable jurisdiction

This Agreement, its interpretation and application, shall be governed by applicable Spanish and Community law, including those established by the international conventions and treaties to which Spain is a party.

For the resolution of any dispute that is arising from this Agreement, the parties expressly submit, waiving any other jurisdiction that may correspond to them, to the Courts and Tribunals of A Coruña.

Acceptance of these Terms and Conditions serves as proof of conformity between the parties.

Last modified 17 de February de 2020.