

BOB APP

Terms and Conditions

DOCUMENT PURPOSE	Registration-flow terms governing use of the BOB App by dental professionals.
APPLIES TO	Dentists, dental hygienists and comparable professional users of the BOB App.
GOVERNED BY	Swiss law · Jurisdiction: Kriens, Switzerland
CONTACT	support@bobscore.com

These Terms apply to dental professionals and related business users of the BOB App. Personal data is processed under the separate BOB App Data Protection Policy, which forms part of the contractual framework and must be read together with these Terms.

TERMS AND CONDITIONS OF BOB APP

These Regulations set forth the conditions for the use of the BOB App (the "Service") by the User who is a Dental Professional (the "User") as provided by Curaden AG (the "Company"). The User is not a consumer but acts in the context of their activity as a dentist, dental hygienist or comparable professional.

1. CONSENT TO THIS TERMS AND CONDITIONS

The User shall be entitled to use the Service after agreeing to these Terms and Conditions and after the request for use is approved by the Company.

2. AMENDMENT OF THE COVENANT

The Company may revise the contents of these Terms and Conditions at any time without the approval of the User, and the User shall accept these Terms and Conditions without objection. In the event the Company revises these Terms and Conditions, it shall notify the User of the details thereof in the manner prescribed by the Company.

3. CONFIGURATION

Once the request for use of the Service is approved by the Company, the relevant (Web) App will be configured by the Company. This means that the Company will set up the App Admin and the App for the User and make it available to them.

4. SERVICES EMS

The Company will provide the User with an Admin Account that can be used to log in to BOB App EMS. The use of the Admin Account is at the sole responsibility and full risk of the User. The User is required to keep login details strictly confidential. The Company may assume that all activity on the Account is done at the direction of or under supervision of the User.

- If the login details of the Account are misplaced or leaked, the User will instantly report this incident to the Company so that appropriate measures can be taken to prevent misuse of the Account.

5. UPDATES AND UPGRADES

The Company actively maintains all Software made available. For this purpose, the Company is entitled to release updates and upgrades to fix errors, add new functionalities, improve security or enhance performance. Suggestions from the User are welcome, although the final decision regarding whether adjustments will be implemented rests at the sole discretion of the Company.

- If significant changes are made to the functionality of certain Software during an update or upgrade, the Company will, to the best of its abilities, share this in advance with the User via email if configuration settings may need to be adjusted.
- Implementing updates or upgrades may lead to a temporary outage or limited use of the Software. The Company will strive to implement updates at times of relatively low usage; however, emergency maintenance may be carried out at any moment.

6. AVAILABILITY OF THE SOFTWARE

The Company strives to keep the Software available as much as possible, although it cannot guarantee that all Software will be available continuously.

7. USER DATA AND BACK-UPS

The Company will be given a non-exclusive right by the User to use User data. By granting this right of use, the User also agrees that the Company may use the transmitted data, either itself or through third parties, for analytic purposes and for the improvement of the Services. The Company's right of use to process User data in aggregated and anonymised form is not restricted in time, including after opting out.

- The Company will make regular back-ups with the goal of being able to restore an older version of the Software and/or User data in the event of a catastrophic failure. However, the Company does not offer a back-up service and does not have the facilities to restore files or data at the request of the User.

8. OPTING OUT

The User can opt out of use of the Service at any time by sending an email to support@bobscore.com. The Company does not have the facilities to deliver files or data to the User after opting out.

9. ACCOUNT MANAGEMENT

Users shall voluntarily register and manage their Registration Information — including email addresses, IDs and passwords — under their own responsibility. The User shall not permit a third party to use such information, nor lease, transfer, change, sell or purchase it.

- Upon use of the Services with Registration Information, the Company may treat such use as that of the registered user, and all responsibilities resulting from such use shall belong to the registered user.

10. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including copyrights, trademarks, patents, design rights and know-how related to the Service, belong to the Company and no rights are granted to the User.

11. HANDLING OF PERSONAL INFORMATION

Personal information and user information shall be handled appropriately in accordance with the Basic Policy on the Protection of Personal Information and the Privacy Policy separately provided by the Company.

12. PROHIBITED ACTS

When using the Service, the User must not engage in any of the following acts. In the event of a violation, the Company may suspend use, withdraw membership, claim compensation for damages or take any other measures it deems necessary.

- Conduct that infringes the Company's or any third party's intellectual property rights.
- Conduct that defames, unjustly discriminates against or slanders the reputation or credit of the Company or any third party.
- Acts in violation of the provisions of these Terms and Conditions.
- Any other conduct deemed inappropriate by the Company.

13. DISCONTINUATION, CHANGE, ETC. OF PROVISION OF SERVICES

The Company may terminate the provision of the Service by notifying the User at least three months in advance in the manner prescribed by the Company. The Company may also change, add or improve the content of the Services, in whole or in part, from time to time without the prior consent of the User.

14. DISCLAIMER

The Company shall not be liable for any damages whatsoever caused by any change, interruption or termination of the Services, nor is it responsible in any way for the User's service usage environments. The foregoing shall not apply where there exists intent or gross negligence on the part of the Company.

- Even where the Company may be liable, it shall not be liable to compensate for damages arising from special circumstances due to negligence (excluding gross negligence).
- If the Company is liable for damages with respect to use of the Services, liability shall be limited to the extent of the expenses received from the User.

15. MANNER OF CONTACT WITH THE COMPANY

Contact or enquiries to the Company regarding the Services shall be made by sending a message from the Inquiry Form or by a method separately designated by the Company at the appropriate location on the Services or on the Company's website.

16. JURISDICTION

All legal relationships between the User and the Company are subject to Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction shall be Kriens. Notwithstanding the foregoing, the Company also has the right to sue the User at the competent court of the User's domicile or place of residence, or at any other competent court.

17. MATTERS NOT STIPULATED

The remaining provisions of these Terms and Conditions shall remain in full force and effect even if all or part of these Terms, including this provision, becomes unenforceable. Unenforceable provisions shall be replaced by applicable laws or, in the absence thereof, by other provisions reflecting the meaning and purpose of the unenforceable provisions.

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