

DentaLive mobile app

Generals Terms and Conditions for Users

The present Generals Terms and Conditions contains the conditions and rules of using of DentaLive mobile application. The GTC is available in pdf format at the link below: <https://dentalive.org/>

I. Definitions

1. GTC: contractual terms which have been unilaterally drafted in advance by the Provider for several transactions involving different parties, and which have not been individually negotiated by the other parties.
2. Provider: with respect to the present GTC, the provider of the Service is Telehealth Innovation Kft. (XVI Chapter of GTC contains information about the Provider in detailed form)
3. User: such natural person of at least 18 years of age who uses the Application in his/her own name.
4. Application: a computer software developed by the Provider, running on mobile devices, which can be used after downloading, running and prior registration.
5. Web Application: a cloud-based computer program developed by the Provider, running on PC, which can be used by Dentist after pre-registration.
6. Service: an information society service provided for the User by the Provider pursuant to the present GTC. The Provider engages in an intermediary activity: the system of the Application receives data and information submitted by the User, processes and forwards the same to natural person or business organization entitled to provide healthcare service, selected by the User.
7. Dentist: a natural person or business organization entitled to provide healthcare service that is in a contractual relationship with the Provider.
8. Consumer: any natural person acting for purposes outside his trade, business or profession.
9. Distance contract: the contract concluded between the Provider and the User by way of the acceptance of the GTC.
10. Information society service: distant services provided by electronic means, generally against payment, and accessed by the recipient of the service individually.

II. Scope of GTC

1. Personal scope of GTC: The scope of the present GTC also extends to the legal relationship concluded between the Provider and the Users at least 18 years of age by using the Application.
2. Territorial scope of GTC: The scope of the present GTC shall extend to all services provided by Provider regardless of whether during the use of the Service the User is resident in the same country where the Provider has been officially registered, or in another EU country or other country outside the EU.
3. Temporal scope of GTC: The present GTC shall enter into effect upon publication by Provider, and it shall remain in effect until revoked or amended by Provider. For the decision in any dispute arising between Provider and the User in connection with the present contract, provisions of the GTC accepted at the time of registration shall be applicable. If the GTC will be modified by the Provider after the registration, provisions of modified and by User accepted GTC shall be applicable.
4. Substantive scope of GTC: The present GTC regulates the contractual relationship between Provider and the User by using the Service.

III. Availability and modification of GTC

1. Provider shall ensure that the User may become familiar with and interpret the provisions of the GTC before accepting the same. Provider shall make available the current, effective version of the GTC after the registration process.
2. Provider reserves the right to unilaterally modify the provisions of the GTC at any time. The reason of the modification of GTC may be particularly but not limited to increase the level and effectiveness of Services provided by the Provider and introduction of new Services. Provider shall publish the amended GTC 15 (fifteen) days before the effective date of the same in such way that it will be available any time for the User.
3. If the User does not accept the modifications to the GTC, he/she may terminate the contract in writing, within 30 days before the modifications enter into effect, with immediate effect. In case of termination the User shall initiate deletion process of his/her user account by sending an e-mail to info@dentalive.org and simultaneously delete the Application from his/her mobile devices. If the User continues the using of the Service after elapse of the above period, modifications of the GTC are to be considered as accepted by the User.

IV. Definition of the Service

1. The Provider provides access to an online interface through which the User can contact Dentists providing help to the User in the evaluation of data and information submitted concerning his/her oral and dental health, as well as answering his/her questions.
2. The Provider calls the attention of the User that by submitting his/her data and documents uploaded to the Application, the User enters a contract with the Dentist selected by him/her or designated by the system of the Application. From this time, the Provider only functions in the role of intermediary between the User and the Dentist. Apart from forwarding the data uploaded by the User, the Provider does not participate in the contract between the User and the Dentist; however, in the interest of quality control, it may monitor if the Dentist acted in the course of the evaluation of reports submitted in line with all rules of the profession and of ethics.
3. Dentist shall be exclusively liable with respect to all information made available to the User by the Dentist via the interface of the Application, as evaluation of the data and documents submitted by the User. Only Dentists are responsible for the accuracy, suitability, completeness and authenticity of their communications by using the web Application. The Dentist shall upload the information in full awareness of his/her liability, which information can be accessed by the User upon logging into his/her own account via web Application. If the Dentist advises the User residential in a country other than the Dentist's registered office, Provider shall be not responsible for that the Dentist will act in accordance with all applicable regulations and standards during the performance of this activity.
4. The Provider hereby informs the User that it does not monitor the activities of the Dentists, and therefore it does not warrant that the information provided by the Dentists to the User are accurate, comprehensive or true.
5. The Provider only ensures the access to and the operation of the Application; however, this cannot be considered, under any circumstances, as a recommendation on the part of the Provider for cooperation with any of the Dentists, or as an undertaking of any form of guaranty concerning the quality or suitability of the service provided by the Dentist.

V. General information related to the Application

1. By using the Application, the User may set out his/her complaints and questions in his/her own words, which may be supplemented by images of the User's teeth, oral structures and tissues, occasionally other parts of his/her face, as well as his/her answers given to the questionnaires to be completed in the Application. The User may also upload his/her x-ray images. Data and documents submitted are always evaluated by one of the registered Dentists.

Dentist may, as a directional determine the presumptive problem of the User and the possible treatment methods. In addition, the Dentist may attach an estimated price calculation (offer) to a particular treatment option. The Provider draws the attention of the Users to the fact that the price calculation is estimated, the actual treatment cost may differ from this, so the Dentist has the right to change the price specified in the calculation. The Dentist may inform the User about the possible consequences of non-treatment, as well as the practices that the User can also use at home in the interest of preserving oral and dental health and hygiene. The User may retrieve and view the evaluations prepared by the Dentists in his/her account.

2. The Provider shall operate the Application as an intermediary service provider, in accordance with the provisions of Act CVIII of 2001 (Hungary) on Certain Issues of Electronic Commerce Services and Information Society Services.
3. Application has been developed and marketed by the Provider not for the purpose of performing healthcare services, but in order to enable the Users to receive general answers to their questions related to health, illness and health preservation from any of the Dentist using the web Application. The Provider calls the attention of the User, by using the Application, the User may be provided with answers to general types of questions related to health, diseases and health preservation, which activity may be considered as healthcare service, depending on the law of the User and/or the Dentist.

The Provider expressly calls User's attention to the fact that the Provider does not check whether the Dentist provides healthcare service for the User. If the Dentist provides any kind of healthcare service for the User, the Dentist shall be exclusively liable for such service provision, also including compliance with the statutory requirements applicable to the Dentist as a healthcare service provider according to the registered seat of the Dentist.

4. The Provider only warrants that the Dentists which the User may contact by using the Application have the proper specialized qualifications, a valid license to practice, registration number (if required for the provision of the healthcare service on the basis of the statutory requirements applicable to the Dentist), and membership in a professional chamber (if required for the provision of the healthcare service on the basis of the statutory requirements applicable to the Dentist).
5. The Provider calls the attention of the User that the purpose of the Application is provide a simple-to-use online interface for the User with the help of which he/she can receive information concerning general questions related to dental and oral health and hygiene. The online contact with the Dentists in the course of the use of the Application, as well as the evaluation of the data and information submitted are not equivalent to the specialised treatment of the User's health problem and may not substitute a dental examination and, in the framework of the latter, the establishing of the definitive (final) diagnosis, and therefore, the Provider expressly calls the attention of the User that he/she should visit his/her own dentist personally with his/her complaints, health-related questions, diagnostic and therapy-related problems. The Application cannot be used for emergency patient care (in such cases, the User should contact his/her local urgent and emergency care providers) or for making emergency calls.

VI. The conditions of the use of the Application

1. The Application may be used by natural person of at least 18 years of age, after prior registration.
2. Beyond the provision of data, a further condition of registration is for the User to become familiar with and accept as binding upon himself/herself the present GTC, as well as the license terms and conditions detailed in Chapter VIII hereof, as well as to declare to be familiar with and to acknowledge the provisions of the Privacy Notice, to consent to processing of his/her data, and to confirm that the Provider has fully satisfied its obligation to provide prior information pursuant to Government Decree 45/2014 (II.26.) of Hungary.
3. By registration, an electronically concluded, non-written contract is created between the User and the Provider, filed by the Provider electronically, which can be subsequently accessed and retrieved, and does not refer to a code of conduct.
4. The User shall retain the registration data in such way to prevent any unauthorised access to the Application, or any misuse in the name of or with User's data. The User may delete his/her registration at any time, in the manner specified in the present GTC. By deleting the registration, the contract between the User and the Provider is terminated.
5. The Provider informs the User that installing and running the Application requires an Android 7 or later version operating system. Further, the Provider also calls the attention of the User that downloading, installing and running the Application also requires broadband internet connection, which the User must provide for at his/her own cost.

VII. The use of the Application

1. On the initial screen appearing after downloading and running the Application, after tapping on "Join now" button, the User can create an account by entering his/her e-mail address and a password.

The Provider calls the attention of the User that the registration may only be submitted if the checkboxes indicating the acceptance of the GTC and declaring the consent of processing his/her personal data, and familiarity with the Privacy Policy are ticked. After submitting the registration request, confirmation message is sent to the User's e-mail address provided and the User can activate his/her account by clicking on the verification button in this e-mail.

2. After a successful registration, the User can log into his/her account. After logging in, the User must provide his/her name, date of birth, and sex. In course of the onboarding process the User shall choose from offered plans (individual or family plan), with each plan allowing a certain number of applications. The User can submit an application for a specific problem (problem-focused evaluation) but may also request a full screening. Regardless of the chosen plan (individual or family), the User can submit a maximum of 2 applications.
3. As a next step, the User must fill the questionnaires asking about the User's possible problems, health status, dental hygiene habits and dental anamnesis. Once the User has answered the above questions, he/she must also complete the questionnaire on basis of which it can be decided if the User requires any special advice with a view to the situation due to the COVID-19 pandemic. On the basis of the answers given to the questionnaire, the User receives information from the Dentist concerning whether the User requires emergency care, and the Dentist also informs the User if, in course of the treatment the possibility of infecting the dentist and the staff with the COVID-19 virus.
4. After completing the questionnaires, the User must use the rear camera of his/her mobile device to make photos of his/her teeth, mouth and certain parts of his/her face on basis of the instructions appearing on Application interface. In the interest of receiving more personalised advice, the User may also upload x-ray images of his/her teeth.
5. Once the User has taken the photos, he/she may choose which Dentist he/she would like to receive an evaluation of data and information submitted. The User may contact any of the Dentists who has joined the system but may also specify that a random selected Dentist should evaluate the data submitted. By clicking on the name of the Dentist, the User may read the introduction prepared by the Dentist and may get some additional information about the Dentist (photo, speciality, city of praxis).
6. Once the User has completed the above steps, a page opens on which he/she can check and finalise data and information provided, photos and other documents uploaded. Before submitting application the User may inform the Dentist about his/her problem described by his/her own words, and he/she can also inform the Dentist about every additional information which may be important. If the User taps on the "Submit application" button, data and information entered before, as well as the photos and other documents uploaded via the Application interface are submitted, and at the same time the Application sends an immediate confirmation message to the User.
7. The Provider calls the attention of the User that it is not possible to save data recorded but not yet submitted in the Application. If the User did not finalise the submission of his/her data and documents, in case of closing the Application or the interruption of internet connection, the User must have to go through the process of recording his/her data and documents again to submit a new application.
8. Once the Dentist has evaluated the data and the documents submitted by the User, the User receives a notification via the Application and by e-mail and he/she can view his/her results/directionals on the Application interface.
9. The User can view the status of the evaluation of data and documents submitted by tapping on the 'Cases' and the User can also access the result of evaluations submitted by him/her earlier. If the Dentist needs additional photo to carry out the evaluation process, then in 'Cases' menu the indication of 'Asking for replacement' appears next to the submitted application.
10. The User may submit a new application at any time, up to the maximum number of applications contained in the plan the User selected before. To start a new submission the User needs to tap on the 'New application' button and repeat the steps in Sections VII.3 to VII.7 of the present GTC.
11. By tapping on the 'Profile' button, the User can modify his/her personal data (name, city) and password entered in course of the registration procedure.
12. If the User, at any time after the registration, decides not to use the Application in the future, then he/she must, on the one hand, delete the Application from his/her mobile device, and at the same time, request for deletion of his/her account by sending an e-mail to info@dentalive.org.

Once the account is deleted, the User receives from the Provider a notification at his/her the e-mail address; in such a case, the User can only use the Application again after downloading and registering in the manner described above.

VIII. The right to use the Application

1. The User is granted a non-exclusive, territorially unlimited, non-transferable, non-sublicensable, non-leasable and timely limited right to use the Application for his/her own purposes, in accordance with the present GTC and the Google Play Terms of Service, on any mobile device owned or used by the User and running the Android operating system. This right to use also allows the User to install the Application and to use it for his/her own purposes until the end of the term of validity of the right to use. The User acknowledges and accepts that with the granting of the right to use, the User does not acquire the ownership of the Application or the software serving as its basis.
2. By downloading, installing and using the Application, the User accepts the license terms and conditions of the Application.
3. By way of downloading the Application from the Google Play Store, installing and using it, the User accepts that the right to use the Application is granted the User by the Provider and not by Google Ireland Limited (registered seat: Gordon House, Barrow Street, Dublin 4, Ireland) (hereinafter: **Google**).
4. The User may also install the Application simultaneously on several mobile devices, provided he/she can only use the Application on one mobile device at a time, after logging into his/her account.
5. The right to use does not allow the User to install the Application on mobile devices other than owned by him/her or held in his/her possession, or to provide networked access to the Application in such a way that it can be used simultaneously, on several independent mobile devices. The Provider calls the attention of the User that the templates and application samples that can be found in the Application cannot be run outside the Application on other application platforms or in any software environment.
6. The User only acquires the right to use the Application, on basis of which the User shall not have the right to use or exploit the Provider's commercial name, trademark, or any intellectual property not specifically mentioned in the present GTC.
7. The right to use pertains to the proper use of the Application, to the extent necessary, in line with its intended purpose. The User only acquires the right to use as expressly defined in the present GTC, and the Provider, as the holder of such rights, expressly reserves any other copyright and other right (including, in particular, but without limitation, the source code of the software constituting the basis of the Application).
8. The User is not entitled, in particular but without limitation:
 - to transfer, lease or sublicense the right to use the Application, or to make it otherwise available to third parties, free of charge or for consideration;
 - to lend, duplicate, modify, rework, copy or otherwise reproduce, adapt, localise, combine with another programme, translate, analyse the internal structure of, or distribute the Application;
 - to remove any designations or references in the Application to the Provider or the Provider's trademark;
 - to decompile the source code of the Application and the software constituting its basis;
 - to make the Application available on a network or in an environment which allows use by or access to multiple users;
 - to share his/her user account or permit access to it by third parties;
 - to separate the constituent parts of the Application for use on several mobile devices;
 - to use the Application for any purpose other than defined in the present GTC.
9. The conditions stipulated in this chapter also apply to any update of the Application, new versions released, extensions, as well as any supplementary parts that the Provider may provide after the initial downloading and installation by the User, unless the Provider establishes separate license conditions.
10. The User expressly acknowledges and accepts that he/she may use the Application at his/her own risk, and that the User is responsible for treating the information related to accessing the account confidentially, in order to prevent access to such information by unauthorized third parties. The User shall warrant the suitability of content uploaded to the Application, as well as for using the Application in line with the provisions of the present GTC.
11. Ensuring the minimum software and hardware requirements necessary for the proper use of the Application, as listed in Section VI.5 of the GTC, shall be the task and responsibility of the User. The Provider disclaims any liability for inadequate

operation resulting due to non-compliance with the above requirements.

12. The User acknowledges and accepts that Provider does not undertake to provide any maintenance or support service for the Application.
13. During the term of the contract, the User may install and use any version of the Application; provided that in case the licensing conditions of a new version of the Application change, then the User may only use the new version of the Application if, in the course of the installation process, he/she expressly declares his/her acceptance of the changed licensing conditions. Depending on the user settings, the Application indicates if updates are available, which may be downloaded by the User free of charge.
14. The structure, architecture and source code of the Application constitute the professional/business secret and confidential Information of the Provider, which the User is required to keep in confidence.

IX. Warranty of the Provider

1. The Provider declares that the Application was designed and developed with due professional competence, in line with the usual technical practices commonly used in information technology. The Provider warrants that the Application is suitable for use for its intended purpose; however, as a result of the complexity of the Application, the above warranty of the Provider does not extend to the error-free operation of the Application.
2. The Provider calls the attention of the User that the Application is provided on an “as is” and “as available” basis, and the User can only use it at his/her own risk.
3. The Provider shall make all reasonable efforts to ensure the continuous operability of the Application; however, the Provider shall not be liable for any losses, data loss or any damage caused by the error or other inadequacy of the Application.
4. The Provider designed and provides the Application for general purpose use, and not for the satisfaction of separate individual user needs. The User acknowledges and accepts that the Provider does not warrant the suitability of the Application for any specific purpose, even if the Provider otherwise included the suitability of the Application for the given purpose in any of its communication or the Provider was otherwise aware of the purpose desired to be achieved by the User.
5. Provider excludes every express or implied warranty, condition and other provision on basis of statute or judicial practice, including, without limitation, the warranty concerning the quality of the Application and its suitability for a specific purpose. If the exclusion of warranty is not possible on basis of applicable laws, term of the warranty shall be limited to the shortest term prescribe by applicable laws.
6. The Provider does not warrant that:
 - the Application fully satisfies the special needs and expectations of the User, or it can work together with other software used by the User;
 - the Application operates without interruption, safely, and free of errors;
 - the information received by the User during the use of the Application are reliable and accurate;
 - the errors found in the Application are corrected by the Provider without delay.

X. Exclusion of liability

1. The Provider only offers an interface to be used for establishing contact between the Users and the Dentists. The Provider fully excludes its liability for any consequences arising from the information received by the User from the Dentist being incorrect or unsuitable. The User shall be exclusively liable for the interpretation and use of the information, advice and recommendations made available by the Dentists to the User in the course of the use of the Application, and the Provider disclaims any liability for damages or disadvantages of any kind arising therefrom.
2. In the course of evaluation process Dentist shall comply with all statutory requirements, as well as with all professional and ethical requirements; however, the Provider cannot check the Dentist’s compliance with the above requirements,

and therefore disclaims any liability for damages that may be suffered by the User as a result of any violation of law committed by the Dentist or breaches of the contract between the Provider and the Dentist.

3. The Provider shall not be liable for any loss of revenue or profits, damage due to data loss, or any special, direct or indirect damage (also including lost profits) resulting from the use of the Application, regardless of how it was caused, even in case the Provider was previously notified of the possibility of the occurrence of such damage. Further, the Provider shall not be responsible for any damage arising due to force majeure events.
4. In addition to the above, the Provider shall not be responsible for any damage arising as a result of the following:
 - using of the Application in a way different from its intended purpose;
 - unauthorised person(s) accessed the User's data stored in the Application for reasons attributable to the User, or such data were changed without authorisation (especially in case of not handling the identification data necessary for logging into the Application confidentially);
 - the Application temporarily does not work and cannot be used.
5. By using the Application, the User acknowledges that the Provider shall not be liable for any damage arising from the improper handling or storage of the login data necessary for the use of the Application, or for any damage arising from the loss of, or unauthorised access to the mobile device on which the User installed the Application.
6. The Provider undertakes liability only for the technical operation of the Application. The Provider shall not be liable for the data, photos and documents uploaded to the Application being true, suitable and complete; the liability for the above shall be borne by the User alone. If the User provides untrue or inaccurate data during the use of the Application, the Provider shall not be responsible for faulty performance arising from such untrue or inaccurate data.
7. The Provider shall not be liable for any error arising from the interruption of service due to the fault of the User's internet provider, the lack of coverage in the internet service at the location where the Application is used, or the inadequate, uncertain operation of the mobile devices used by the User.
8. Further, the Provider shall not be held liable in case the Application causes any damage to the mobile device used by the User.
9. The Provider excludes its liability for the conduct of the User in course of the use of the Application. The User shall be fully and exclusively liable for his/her own conduct, and case of the violation of any law, the User agrees to cooperate with the Provider and the competent authorities in the investigation of the violation.

XI. Copyright

1. The User accepts that the Application comprises protected intellectual property, and that the User may not use or exploit such intellectual property in any way that extends beyond the rights expressly granted upon the present GTC.
2. The content displayed in the Application and its interface (including, without limitation, all graphic elements, photographs and other materials, the structure and layout of the Application's interface, the software and other solutions used, the ideas and the implementation) are protected by copyright. The Provider shall have the exclusive right to permit the use of such copyrighted works, and these may not be used or exploited, without the prior, written consent of the Provider, in any other form beyond displaying them in the course of the proper use of the Application in line with its intended purpose. In case of a breach of the copyright obligations, the User shall be held liable under civil and criminal law, and in case of a breach, the Provider shall take all possible legal steps in the interest of calling the User to account.
3. The User acknowledges and accepts that under the for the present GTC applicable provisions of law and the established legal practice, the photographs taken and uploaded of his/her teeth, mouth, and part of his/her face in the course of the use of the Application shall not be considered as works protected by copyright, with special attention to the fact that the circumstances in which the photographs are to be taken and the devices that are to be used for this purpose were determined by the Provider in advance.

By accepting the present GTC and using the Application, the User accepts that the ownership of the photographs taken of his/her teeth, mouth, and part of his/her face with the use of his/her mobile device shall be transferred onto the Provider, free of charge and fully, upon uploading them into the Application.

XII. The processing of personal data

1. The Provider shall be considered as a controller of the personal data entered by the User. The Provider shall respect and maintain the privacy of the User's personal data and shall control the data provided in compliance with the relevant provisions of law and the Privacy Policy, confidentially, and in the interest of ensuring the use of the Application.
2. The Provider warrants that it controls all personal data coming into its possession in connection with the provision of the services in compliance with the relevant provisions of data protection laws. The Provider warrants that its data processing activity is fully in compliance with the General Data Protection Regulation 2016/679 of the European Parliament and the Council ("GDPR") and Act CXII of 2011 (Hungary) on the Right of Informational Self-Determination and on Freedom of Information. The Provider warrants that it has the necessary legal grounds for the controlling of the personal data, and that it engages in the data controlling activity in the interest of achieving a legitimate purpose, for the duration of time and for the scope of data indispensable for achieving that purpose.
3. The detailed rules of the data controlling activity related to the provision of the Service can be found in the Privacy Policy prepared and published by the Provider, which the User can access at any time at www.dentalive.org.
4. The User may exercise his/her rights related to the processing of his/her data against the Provider as the controller of such data in the manner detailed in the Privacy Policy. The Provider calls the attention of the User that, prior to completing the registration via the interface of the Application, the User shall declare, by ticking the checkbox for this purpose, that he/she has read and acknowledges the provisions of the above Privacy Policy, which includes the data controlling activities arising in the course of the provision of the Service, as well as the rules applicable to the same.

XIII. Exclusion from the Service

1. The Provider may exclude from the use of the Application and the Service, either temporarily or finally, such User who:
 - violates the provisions of the present GTC;
 - does not communicate with the selected Dentist in an appropriate style, or
 - uploads improper images via the interface of the Application, or
 - engages in such conduct during the use of the Application that raises the suspicion of the commission of any criminal action.
2. Upon final exclusion from the Service, the User's account shall be deleted. If the User is excluded from the use of the Application and the Service, then User's account shall be suspended, which means that the User shall not be able to use the Application during such suspension.
3. The Provider shall notify such Users of the fact of the exclusion, as well as its reason and duration.

XIV. Reporting of errors, handling of complaints

1. If the User has a complaint in connection with the operation with the Application or the User detects an error by using the Application, the User may notify the Provider about such complaints and errors in writing at info@dentalive.org
2. The Provider shall examine the complaint in 30 days after receiving and the Provider shall also inform the User in writing about the result of the examination. If the User's complaint has been rejected the Provider shall inform the User about options for available legal remedies. Provider shall answer the User in writing if the Provider can not detect the error reported by the User or on basis of the examination it was determined that the error was resulted by causes arising within the sole control of the User (for example use of non-appropriate mobile devices, or internet access)

3. If the User is not satisfied with the handling of his/her complaint and/or the error reported by the User, or in case of the rejection of his/her complaint or for other reasons, the User may initiate the procedure of the consumer protection authority or the User is entitled to enforce his/her claim before the competent court. The User may initiate the procedure of the competent board of arbitration according to User's address of permanent or temporary residence or Provider's registered seat. Provider shall be bound by an obligation to cooperate in the proceedings of the board of arbitration.
4. The board of arbitration according to Provider's registered seat is the Board of Arbitration in Veszprém (registered seat: H-8200 Veszprém, Radnóti tér 1. (fszt. 115-116.) Hungary, postal address: H-8200 Veszprém, Radnóti tér 1., Hungary, website: www.bekeltetesveszprem.hu, www.veszpremikamara.hu/bekelteto-testulet, e-mail address: info@bekeltetesveszprem.hu, phone number: +36-88-814-121, fax: +36-88-412-150) The User may find registered seat, phone number and website, as well as the mailing and e-mail addresses of the board of arbitration according to his/her address of permanent or temporary residence at the following link: <https://mkik.hu/a-bekelteto-testuletek-teruleti-honlapjai>
5. If the User's permanent or temporary residence is in one of the EU countries, the User is entitled to use the online dispute resolution platform provided by European Union which serves as a forum for alternative dispute resolution of disputes between Consumers resident in EU against traders established in EU, arising from online sales or service contracts. The European Online Dispute Resolution Platform can be reached directly at the following link: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

XV. Right of cancellation, termination without providing reasons

1. During the use of the Application and the Service, the User shall be considered as a consumer as such term is defined by relevant provisions of applicable laws. The User shall not have the right of cancellation and termination without providing reasons for 14 days after the conclusion of the contract generally available to consumers pursuant to Section 29 (1) of Government Decree 45/2014, because the Service qualifies as digital data content on non-physical medium.
2. By accepting the present GTC, the User expressly acknowledges and accepts that in case he/she orders the Service via the Application, then the User loses his/her right of cancellation and termination without providing reasons for 14 days after the conclusion of the contract.

XVI. Information about Provider

Provider's name: **Telehealth Innovation Távmedicina Megoldásokat Szolgáltató Korlátolt Felelősségű Társaság**
 Provider's company registry number: **19-09- 521178**
 Provider's registered seat: **H-8598 Pápa, Tóradúljó utca 9075/2., Hungary**
 Provider's tax number: **27940002-2-19**
 Name of registry court: **Company Registry Court of Veszprém Regional Court**
 Provider's representative: **Dr. Gábor Zsegráics managing director**
 E-mail address: info@dentalive.org
 Web: <https://dentalive.org/>

XVII. Miscellaneous provisions

1. In issues not regulated by the present GTC, the relevant provisions of Hungarian law, including in particular Act V of 2013 on the Civil Code, Act LXXVI of 1999 on Copyright, Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services, as well as Government Decree 45/2014 (II. 26.) on the Detailed Rules Governing Contracts between Consumers and Companies shall be applicable. Since the Application is accessible to Users regardless of their nationality and location, the User declares that, in the course of the use of the Application, he/she shall also comply with the relevant provisions of law applicable to him/her on the basis of his/her nationality or location. If any activity related to the use of the Application is not permitted under the laws of the User's state, and the User nevertheless continues to use the Application, all liability related to the above shall be borne by the User.
2. The present Contract is concluded between the Provider and the User in English.

3. With respect to any legal dispute or claim in connection with the use of the Application, the User expressly submits to the exclusive jurisdiction of the courts of Hungary, and expressly accepts that the above courts shall have the competence and jurisdiction to settle such legal disputes.
4. The Provider shall not become involved in legal disputes that may arise between the User and the Dentists, and in case of any such disputes arising, the User agrees to indemnify the Provider with respect to any claim, demand and damages.
5. If, for any reason, any court declares any provision/provisions of the present GTC invalid, such invalidity shall not affect the validity of the remaining provisions. In such cases, the Parties shall engage in bona fide negotiations and agree on such valid provision to replace the invalid provision that is most in accordance with the original intention of the provision.

The present GTC shall be effective from 07. 09. 2020.; it was published on 07. 09. 2020.