General

Welcome to the Website of Medicim NV ("We", or "Us") dedicated to training on DTX Studio[™] software products. If you choose to use this Website, you accept to abide by all the terms and conditions of these terms of use ("Terms") and any other terms which are incorporated herein by reference, including, but not limited to, the Privacy Policy; if you do not agree, please do not use this Site.

You recognize and agree that when submitting your personally identifiable information to the Site, while We have safeguards in place to prevent unauthorized access or interception, there is no absolute guarantee of security. In the unlikely event of an interception or unauthorized access despite our efforts, We shall not be responsible for such interceptions or unauthorized access, or any direct, indirect, special, incidental, or consequential damages (including lost profits) suffered by a customer or user, even if We have previously been advised of the possibility of such damages, We do not warrant, either expressly or implied, that the information provided by any customer or visitor shall be free from interception or unauthorized access, and do not provide any implied warranties of merchantability and fitness for a particular purpose.

Please review the Terms carefully. We may update the Terms at any time without notice to you. The most current version of the Terms is available on this Site. It is your responsibility to review these Terms prior to each use of this Site and by continuing to use this Site, you agree to any changes.

We may change, suspend or discontinue any aspect of this Site at any time, including the availability of any feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability.

"Software" means any one or all of the respective software products for which Installers and installation management assistance are provided through this Site, these software products include the products of our DTX Studio suite and related software products.

Within the Terms, "Treatment Provider" means a dentist, clinician or dental technician.

Use of this Site

Lawful Access: By accessing this Site, You agree that You will not use this Site for any purpose that is unlawful or prohibited by these Terms. You shall not use this Site in any manner that could damage, disable, overburden, or impair any of Our server or network or the server or network of Our affiliated companies or of third parties connected to this Site. You shall not gain or try to gain unauthorized access to any area on this Site, which is protected by password, or any other computer systems or networks connected to any of Our servers through hacking or any other means.

Site for Professionals: This Site is exclusively reserved for dental professionals. We aim to include accurate and up to date information, but make no representations or warranties, express or implied, as to the accuracy or completeness of the information provided on this Site and disclaim any liability for the use of this Site and any site linked to it. The information and materials provided on this Site are intended to be general and do not constitute advice in any specific patient case. Although the information and recommendations at this Site are presented in good faith and believed to be correct, We make no representations or warranties as to the completeness or accuracy of the information. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will We be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information from this Site or the products, including the Software, to which the information refers. We strongly recommend strict adherence to the procedures described in the instruction manuals and instructions for use of the software and other products discussed on this site.

Neither the Software nor any information made available by Us are intended to replace the services of a trained health professional or to be a substitute for medical advice of Treatment Providers. Update to the Site: We may change this Site at any time without notice but do not assume any responsibility to update it. Access and use of this Site and any website linked to from this Site and the content thereof is at the risk of Users. Neither We nor any other party involved in creating, producing or delivering this Site or on any website linked to from this Site shall be liable in any manner whatsoever for any direct, incidental, consequential, indirect or punitive damages arising out of access, use or inability to use this Site or any website linked to from this Site, or any errors or omissions in the content thereof.

Information on products: This Site may show or describe dentistry products, including dental treatment products, medical imaging equipment, computer aided manufacturing (CAM) equipment and dental software products, including the Software. Some of these products presented on this Site may not be available or not be regulatory cleared, released or licensed for sale in all markets. Please contact Your local sales office for current product assortment and availability. Product images on this Site are not necessarily to scale. All products are intended for purchase only by a licensed Treatment Provider.

Liability resulting from the use of the Software: You assume all risks and liability resulting from the use of Software whether used separately or in combination with other products not manufactured or approved by Us. In no event shall We be liable for indirect or consequential damages.

Warranty: Any implied warranties are excluded to the fullest permitted extent. Neither We nor any of Our affiliated companies, which manufacture or distribute any of the products, including the Software, presented on this Site make any warranty with respect to such product, express or implied, written or oral, including guarantees of merchantability of fitness for a particular purpose, to the fullest permitted extent. In addition, We disclaim all liability to a Treatment Provider for lost earnings, income or profits, failure of a Treatment Provider to conform to generally accepted standards of dental practices and all other direct or indirect, incidental or consequential damages resulting or arising from the design, composition, condition, use or performance of Our products, including Software. We do not warrant the accuracy or timeliness of the materials on this Site and have no liability for any errors or omissions in the materials. We do not warrant the accuracy, relevance or timeliness of any information You receive or expect to receive from a third party through this Site.

Intellectual Property Rights: All intellectual property rights on this Site and Software are and shall remain Our exclusive property or of Our licensors, as applicable. All texts, graphics, interfaces, photographs, trademarks, logos, sounds, music, videos, artwork and computer code contained on this Site is owned, controlled or licensed by or to Us, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

a) Copyright

This Site and the information contained and referenced therein are copyright protected. Any copy, reproduction, republication, upload, translation, retransmission or other use is strictly prohibited. Requests for permission to reproduce any information contained on this Site should be addressed to copyright@dtxstudio. com.

b) Trademark

In order to improve readability, We do not necessarily use [™] or [®] in the running text or on pictures and other images on this Site for Our own marks and may not use [™] or [®] for the marks of third parties. By doing so, however, We do not waive any rights to Our own marks and fully acknowledges rights of third parties to their respective marks. Please read the Trademark Lists of the Envista Dental companies, including those of Nobel Biocare and KaVo for more information on Our and Our Affiliates' trademarks and service marks. These Trademark Lists constitute an integral part of these Terms. Any rights not expressly granted herein are reserved. We do not waive any right to a trademark, service mark or other intellectual property and nothing herein shall be construed to the contrary.

Proper use of Our trademarks and service marks is important. You may use Our trademarks, service marks or product names to refer to Our products and services provided You follow these guidelines. Your use must not mislead consumers as to any sponsorship, affiliation, or endorsement of your company by Us, or of Your products or services. Your use shall not discredit Us or any affiliated company. When referring to Our products, apply the appropriate trademark symbols in accordance with our current Trademark List.

cvc) Patents

Software may be covered by one or more of the patents listed in the Patent Marking Document. The Patent Marking Document constitutes an integral part of these Terms. Additionally, Software may be protected by patents that cover the use of a certain Software in combination with one or more other products, such as dental treatment products, medical software, medical imaging equipment and/or CAM equipment.

Any use of a Software is subject to the terms and conditions as specified in the End User License Agreement (EULA) associated with such Software. You are required to review and accept the EULA terms each time You install a copy of the Software. Furthermore, the EULA can be viewed in the "Account Details" of an installed Software.

Governing law

These Terms shall be governed by Belgian substantive law to the exclusion of the international conflict of laws provisions thereof and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising out Your use of the Site shall be the place of business of Medicim NV in Mechelen, Belgium. However, We may also take legal action against You at Your place of business.