

# General Terms of Use

Last updated: September 1, 2013

These General Terms of Use and Service Contract Agreement (hereinafter "General Terms") together with our Privacy Policy govern your access and use of the Web site <http://www.tuuth.com> (hereinafter "the Site") as well as the services provided through it. By accepting these General Terms it indicates that:

1. You fully read and understood these General Terms.
2. You warrant and represent that you are at least 18 years of age, with sufficient capacity to contract services; and that you are a freelancer or a duly constituted business organization.
3. That you comply with and are bound by these General Terms.

If you disagree with any part of these terms and conditions, please do not use any of the Services provided by the owner of the Site.

The term 'you' refers to the user (User) or viewer of our website. By using our Web site you are a User of the Site and therefore you agree to our General Terms. You must read carefully these General Terms every time you access the Site as they are subject to change.

The Site owner reserves the right to make, at any time and without notice, any changes or updates to the content and services; to these General Terms and to those elements related to the design and configuration of the Site. In any case, the current General Terms shall be those appearing on the Site at any time or those expressly accepted by you at the time of formalizing the Service agreement.

The Company makes available to all Users these General Terms, which can be printed at any time. In addition to this you may contact the Company for any doubt regarding these General Terms via any of the means provided in Clause 1.

## Clause 1. - General information on the Site

The following provides general information about the Website:

- Owner: **tuuth, ltd.** (hereinafter "tuuth, ltd." or "Company").
- Registered Office: 145 - 157 St John St, London, EC1V 4PW, UK
- Company Registration Number: 8415414

## **Clause 2. - Commercial activity of the Site**

tuuth, ltd. is the owner of the exploitation rights of a program whose primary function is to allow and facilitate professionals to manage their own databases of patients and other documents (hereinafter "Software"). The Company allows freelancers or commercial organizations (hereinafter "Users") to hire some or all of its services through the Site in any of the procedures laid down in these General Terms which include the right to use the software as a service.

## **Clause 3. - Site access.**

Access to the Site it's not free, Users will need to create an account and subscribe to a plan to be able to use the Software.

## **Clause 4. - Registration.**

In order to apply for the Services offered by the Site it is previously necessary that you sign up as described in these General Terms and the Site itself.

The data entered by the user must be accurate, up-to-date and real. If the User is assigned a password, the User will be responsible at all times, assuming responsibility for any damages arising from its misuse, as well as the sale, disclosure or loss of it. To this end, access to restricted areas and/or use of the services and content made under the password of a registered User shall be considered as made by that registered User, who will be responsible of the use and access to the Site in every case.

## **Clause 5. - Using the Site.**

The User may freely browse the entire contents of the Site except for those established by these General Terms and in any case within the constraints of the current legislation of United Kingdom.

The User agrees to use the Site and all content and services as provided by law, morality, public order and these General Terms. Also undertakes to make appropriate use of services and/or contents of the Site and not using them for illegal or criminal actions, which infringe the rights of others and/or violate the regulations on intellectual property, or any other applicable legal standards.

By way of example, and in no way limiting or excluding, You agree that you shall not:

1. Introduce or spread contents or propaganda that is racist, xenophobic, pornographic, or that defences terrorism or human rights violation.
2. Introduce or spread computer data programs (viruses and malicious software) that could cause damage to computer systems providers, its suppliers or third users of the Internet.
3. Broadcast, spread or make available to third parties any information or content element that undermines fundamental rights and public liberties recognized in the Constitution and international treaties.
4. Broadcast, spread or make available to third parties any information or content element that constitutes unlawful or unfair advertising.
5. Introduce unsolicited or unauthorized advertising, promotional materials, "junk mail", "chain letters", "pyramid schemes" or any other form of solicitation, except in those areas (such as commercial areas) that have been designed exclusively for it.
6. Introduce or spread any false or ambiguous information or content as to mislead the recipients of information.
7. Impersonate other users using their log-in details for different services and/or contents of the Site.
8. Broadcast, transmit or make available to third parties any information or content element that is in violation of intellectual property rights, patents, trademarks or copyrights that apply to the owner of the Site or third parties.
9. Broadcast, transmit or make available to third parties any information or content element that is in violation of the secrecy of communications and legislation on personal data protection.

The User agrees to indemnify and hold the Company harmless against any possible claim, fine, penalty or sanction that may be obliged to endure as a result of a breach by the User of any of the usage rules listed above.

The Company reserves the right to revise the content and deny access to any User who violates any of the obligations under these General Terms. It also reserves the right to undertake all actions against that User, legal or otherwise deemed appropriate as well as to delete information added to the Site and considered by tuuth, ltd. as directly attempting with the conditions of these General Terms and particularly in what is indicated in the present Clause.

## **Clause 6. - General Terms for specific service agreements.**

The Company informs that there may be areas of the Site which could be governed by specific Terms and Conditions. This circumstance will always be previously advised to the user in the same Site in a explicit and clear manner.

## **Clause 7. - Description of products and services offered.**

Services identified in the previous Clause 2 consist of:

1. Right to use the Software consisting of a non-exclusive license to use the contracted services at the time of formalizing the Service agreement and for a period of time equal to the time agreed except for the cases of early termination under these General Terms;

## **Clause 8. - Services contract process.**

In any case the process of contracting the services through the Site by a User shall be as follows:

1. The user must access the Site <https://www.tuuth.com>
2. The user must click on the tab "Register" and fill in all required fields.
3. The user must explicitly accept these General Terms by clicking "I agree to Terms and Conditions". During this process the user may fully read and understand these Conditions and even print them.
4. The system will send an e-mail confirming the email address. By clicking on the e-mail confirmation the User account will be activated. The Company reserves the right not to accept an application received in which case the e-mail confirmation will express it so.
5. From the moment the User confirms the e-mail the User will enjoy the services in the form of the chosen plan, that will be explained later on.
6. After confirming the payment modalities for the plans, the user will receive an email confirming the hiring of the Services with the details thereof.

## Clause 9. Plan of the services.

tuuth, ltd. offers different types of services, which are known as plans. The various plans are as follows:

- **Unicycle:** Allows you to manage 1000 patients. Unlimited Dentists. Unlimited Patient Records.
- **Scooter:** Allows you to manage 5000 patients. Unlimited Dentists. Unlimited Patient Records.
- **Tricycle:** Allows you to manage 15000 patients. Unlimited Dentists. Unlimited Patient Records.

Some functionalities are only available upon request. You will find the information on how to activate these functionalities on the corresponding sections of the platform.

All plans allow unlimited use of the platform as long as there is not a misuse of resources or their use is against the law, morality, public order or these General Terms. In such case the Company reserves the right to warn the User and in case the User does not rectify its mode of using the Platform it will be cause for contract termination by tuuth, ltd. It will considered misuse of the Platform if it is used as an online hard disk or if managing large amounts of data for non medical use. The attempt to enter other accounts from within the platform is also considered illegal and will be reported to the authorities as an attempted fraud.

## Clause 10 – Payment of the Services.

Users will complete the Services agreement through the payment thereof and it will be charged to the User's account at the time of purchasing.

At the time the User completes the purchase the User must provide all information which would be required during the process and will vary depending on the bank issuing the credit or debit card being used. For this purpose it is recommended that you confirm with your bank which data will be required to complete the payment.

In any case, the information provided by the User during the payment process will be handled through "secure on-line payment gateways" and therefore in no case will tuuth, ltd. store or have access to these data.

The User agrees to communicate by any means specified in Clause 1 and in the shortest time possible, any improper or fraudulent charge to the card used to complete their purchases. The

Company will thereafter make the necessary verifications pledging to keep the User informed at all times of the evolution of the matter.

Any user that requires the issuance of a Services invoice will be able to send a request through the Site. You will need to send an e-mail to: [payments@tuuth.com](mailto:payments@tuuth.com) with the subject "Invoice". In this case, the invoice will be sent by email within the next 15 business days.

In case of renewal of the Service as described in the Clause 12 this process will be done automatically.

## **Clause 11. Starting of Services.**

From time to complete the Services agreement with tuuth, Ltd., the User will receive a confirmation email to validate the same e-mail address. Once validated, the user may use the Software. In any case, the administrator User can create a new login and password for its partners and employees being this action a direct responsibility of the User and exempting tuuth, Ltd. of any responsibility.

## **Clause 12. - Duration of the Service and termination of contract.**

Service plans are hired for an indefinite period being the User able to unsubscribe at any time. In cases where the User agrees to terminate the Service, tuuth, Ltd. will charge the current full month and the User will not be prorated the Services for the remaining days of the contract.

This contract will also be resolved in the following cases:

1. Mutual agreement between the User and the Company that shall be processed by e-mail to the address [help@tuuth.com](mailto:help@tuuth.com) or to the User e-mail address
2. Contract expiration if previous notice as before indicated.
3. Failure of any party of its obligations. In this case, the breaching party shall give written notice to the defaulting party the alleged infringement. The defaulter will have 15 days to correct the matter complained of. Otherwise the complainant may declare this contract terminated.
4. Non-payment of the Services by User. In this case, tuuth, Ltd. may prevent access to the Services by providing recovery of all data that had been introduced in tuuth.

The termination of this agreement by any of the circumstances referred to above shall entitle the

Company to prevent access to the Service User can retrieve the data entered in tuuth.

## **Clause 13 - Protection of personal data.**

tuuth, ltd. as a processor of all personal data held by the users, will have access to the data of all services contracted by the Users.

tuuth, ltd. as processor:

1. Shall not apply or use personal data for purposes other than the mere provision of contracted services, not even for storage to unauthorized persons.
2. Shall not subcontract the processing of data to third parties without prior notification to the user with identification data of all subcontractors, specifying the subcontracted service. In this sense, the user authorizes tuuth, ltd. so he can outsource the hosting of the data collected through the Site with the company Amazon Web Services, Inc. In case of change of the supplier, the developer will be informed of that fact by email or inside the platform.
3. Shall keep professional secrecy of data processed, even after his relations with the user end.
4. Shall take all necessary technical and organizational measures to ensure the security of personal data and avoid its alteration, loss, or unauthorized access, applying HIGH LEVEL security measures on the Protection of Personal Data (hereinafter "Data Protection Act", 'DPA'), or further regulation.
5. Shall transfer the obligations specified in this clause to all tuuth, ltd. personnel engaged in the performance of contracted services.
6. After the termination of the provision of contracted services, tuuth, ltd. shall deliver to the promoter all personal data, as well as any document containing any personal data exchanged during Services, except that data tuuth, ltd. has collected for the Company or to be retained for the periods specified in applicable laws or as long as responsibilities may arise from a relationship with a User.

Meanwhile, the User agrees to comply with all obligations that the data protection legislation mentioned states for the data controller, undertaking to exonerate tuuth, ltd. for any damages, penalty or fine, including reasonable attorney's fees and attorney, to which it is imposed as a result of the failure of the promoter of the provisions of that law.

## **Clause 14. - Responsibility and warranty.**

tuuth, ltd. guarantees the correct operation of the Software and the proper provision of the Services but shall not be liable for any damages that could be generated to the users in those cases where there are fraudulent or negligent actions of third parties, illicit or illegal situations or unforeseeable causes. Consequently in this warranty is not included any defect, error, lost document or information and general damage suffered by users or the information and documentation introduced in tuuth.

## **Clause 15. - Responsibilities in using the Site.**

tuuth, ltd. does not assume any responsibility for updating the Site to keep information current and does not guarantee that the information published is accurate or complete. Therefore, the user shall confirm that the information published is accurate and complete before making any decision related to any services or content described on the Site.

User access to the Site does not imply any obligation for tuuth, ltd. to monitor the Site for the action of viruses, worms or other malicious software. The User is, in any case, the responsible of using tools to detect and eliminate malicious software.

tuuth, ltd. is not responsible for any damage caused to the software and hardware of the users or third parties during use of the services offered on the Site, or for any damages of any kind caused as a result of failure or disconnection of the telecommunications network that may produce the suspension, cancellation or discontinuance of the Site service while using it or prior to it.

User acknowledges and agrees that the use of the Site of the Company and the information contained therein is at your sole risk and full responsibility, exempting the Company from any claim for damages arising therefrom. The Company is not responsible for the following damages that may arise, by way of example and without any limitation:

1. Computer viruses, technical failures and/or disconnections in the operation of electronic and computer systems and/or the computers of users through no fault of the Company, as well as defects or deficiencies in the configuration of the equipment.
2. Delays or blockages in the use caused by deficiencies or overloads on the Internet or other electronic systems.
3. Improper operation of the Site of the Company for maintenance of their systems.
4. Hackers, crackers or any other third parties that may lead to unlawful interference and are beyond the control of the Company.
5. Failure to provide the information offered through the Website or to allow access for reasons not attributable to the Company, due to User, to others or as a consequence of

major causes beyond the control of the Company.

6. Changes or modifications that may appear on the website of the Company.
7. Improper or illicit use of the Site and any information contained therein.
8. Lack of accuracy, reliability, and accuracy or timeliness of the data that the user may be provided via the website of the Company.
9. Content links or links to other websites not owned by the Company.

## **Clause 16. - Links to other websites and Cookies.**

The Website may contain links that allow access to other web sites with which the Company is not responsible for in terms of the accessibility of these external sources or their contents. In this sense, the User assumes sole responsibility for any damage or loss that may result from you access to such services and content hosted outside the Company. In addition, the Company is not responsible for the content of advertising or other materials that these pages contain. In no way is the responsibility of the Company, directly or indirectly, any loss or damage resulting from use or reliance on such content, goods or services displayed on these pages. All complaints and claims caused by an external link should be directed to the advertiser, the manager of the page or its webmaster.

Regarding the links established by other pages in this Website and in case any user, entity or website wants to establish some kind of link to the Site it shall meet the following specifications: a) the link must be absolute and complete, ie, must take the User to the Company's own address and must include the full extent of the display of the page. In no event unless expressly authorized in writing by the Company, the page containing the link may reproduce the Site, include it as part of its website or in one of their "frames"; or create a "browser" on any page of the web, b) the owner of the page that provides the link must act in good faith and not attempt to adversely affect the reputation or good name of the Company, and c) It shall not be displayed any elements of the text of the mark or logo, domain name or the name of the Company, as a keyword ("meta-tags" or "meta-names") to search for on websites through search engines.

## **Clause 17. Intellectual and industrial property.**

17.1. The text, images, sounds, animations, software and other content included on the Site and the Site itself, which may be protected by the rules of intellectual property, are subject to the rights of intellectual property and are the exclusive property of the Company or the natural or legal persons, authors or licensors, if any, and consequently you acknowledge that you do not

have any right over them and the fact to visit the Site does not grant any rights in this regard.

The information contained in the Website is owned by the Company and/or its authors and works are considered protected by the Intellectual Property Law.

“tuuth, ltd.” or “tuuth” are legally registered trademarks. It is absolutely forbidden any kind of use or reproduction of these terms without prior written permission of the Company. It is also completely forbidden any use of similar identifying signs that could lead to confusion about their origin or ownership without prior written permission of the Company.

17.2. In relation to the Software and the term of this contract, the Company offers the User a license subject to the following conditions:

1. The license is non-exclusive and non transferable.
2. The User shall notify the conditions of this license to any person employed by him or under his direction and control the use of the licensed Software.
3. The User agrees to do everything possible to ensure that persons employed by him or under his direction and control agree with the conditions of this license agreement, including, and without limitation; not allowing anybody to intentionally use any part of the Software licensed to decipher the source code of the Software. If a customer becomes aware that the licensed software is being used by such persons in an unauthorized manner according to this General Terms, the customer shall use all means to immediately cease such use. The customer must provide written notice to tuuth, ltd. any unauthorized use of the Software.
4. Users may be directly liable to third parties for acts performed by those third parties or under his responsibility in connection with the Licensed Software other than those permitted by this agreement.
5. tuuth, ltd. ensures the smooth functioning of your software, unless the defect results from accident, abuse or misapplication made by the User or its employees and partners, but tuuth, ltd. will not guarantee that the operation of Software will be uninterrupted.
6. Use of the Software is done under the full responsibility of the User. tuuth, ltd. has no commitment or liability to any person or entity for any damages allegedly caused by the use or lack of use of the Software, either directly or indirectly, including work stoppages, data loss, economic loss or loss of anticipated income as a result of using the Software.
7. tuuth, ltd. may, at its sole discretion, offer users the latest software licensed by mailing, messaging or other means or through the Internet, under the decision of tuuth, ltd., who also reserves the right to require further payment for such updates. The User can reject such updates.
8. The User is solely responsible for the selection of the Software authorized as to the

suitability to obtain the results projected by him.

9. The consideration for this Software license is included on the price of the contracted services.

## **Clause 18. - Ineffectiveness and inefficiency of the General Terms.**

In the event that any condition or clause of these General Terms is declared partially or wholly invalid or unenforceable, such invalidity or unenforceability will affect only that provision or part thereof, being considered as not stated in these Terms, following into force the rest of the General Terms.

## **Clause 19. - Applicable law and jurisdiction.**

These General Terms and their interpretation, validity, construction and performance of this Agreement shall be governed by the laws of United Kingdom, without giving effect to the principles of conflict of laws.

Contracts between tuuth, ltd. and Users shall be held in London and being therefore competent the courts of that place to resolve any conflicts that may exist between the parties, unless the law states otherwise.

## **Clause 20. - Notifications or contact.**

The Company makes available the address [help@tuuth.com](mailto:help@tuuth.com) for notification purposes or for any questions or clarification about these General Terms if needed, together with the Contact page of our Site.