## Site Editor

AXIS Dental Sàrl Chemin du Closalet 4 CH-1023 Cissier

Phone : +41 (0)21 633 06 33 E-Mail: <u>mail@axis-dental.ch</u>

## 1- INTELLECTUAL PROPERTY

The graphic charter and the contents of the site are protected by the legislation relating to the Code of Intellectual Property and the applicable International Regulations. Consequently, any representation, reproduction, modification, or, more generally, exploitation of the graphic charter or the contents of this site without the express prior authorization of AXIS Dental Sarl is prohibited.

Any unauthorized use of these elements constitutes an act of copyright infringement and / or trademark law and engages the criminal and civil liability of the offender.

## 2- GENERAL CONDITIONS OF USE OF THE SITE AND THE SERVICES OFFERED

The use of the AXIS Dental Sàrl site implies full acceptance of the general conditions of use described below. These conditions of use may be modified or supplemented at any time, users of the AXIS Dental Sàrl site are therefore invited to consult them regularly.

This website is normally accessible to users at all times. An interruption due to technical maintenance may however be decided by AXIS Dental Sàrl, from time to time. The AXIS Dental Sàrl website is updated regularly. In the same way, the legal notices can be modified at any time.

### **3- LIMITATION OF LIABILITY**

The information contained on this site is as precise as possible and the site is periodically updated, but may however contain inaccuracies, omissions or gaps. If you notice a gap, error, or what appears to be a malfunction, please report it by email, describing the problem as precisely as possible (problem page, triggering action, type of computer, and browser used...).

All downloaded content is done at the user's own risk and under his sole responsibility. Consequently, AXIS Dental Sàrl cannot be held responsible for any damage suffered by the user's computer or any loss of data following downloading.

Pictures are not contractual.

### 4- CONTRACTUAL LIMITATIONS ON TECHNICAL DATA

The objective is to provide a service that ensures the best accessibility rate. The host ensures the continuity of his service 24 hours a day, every day of the year. However, it reserves the right to interrupt the hosting service for the shortest possible periods, in particular for the purposes of maintenance, improvement of its infrastructure, failure of its infrastructure, abnormal traffic... AXIS Dental Sàrl and the host cannot be held liable in the event of a malfunction of the Internet, telephone lines or computer and telephone equipment, particularly due to network congestion preventing access to the server.

### **5- PERSONAL DATA MANAGEMENT**

The Customer is informed of the regulations concerning marketing communication, the law of June 21, 2014, for confidence in the Digital Economy, the Data Protection Act of August 06, 2004, as well as the General Regulations on Data Protection (GDPR: n ° 2016-679). AXIS Dental Sàrl undertakes to comply with the framework of legal provisions in force.

AXIS Dental Sàrl is responsible for making its product data available to customers. These data are in accordance with the technical file produced internally and audited by specialised external agencies.

For more information see the Certificates section.

Whenever AXIS Dental Sàrl processes Personal Data, AXIS Dental Sàrl takes all reasonable measures to ensure the accuracy and relevance of Personal Data with regard to the purposes for which AXIS Dental Sàrl processes them.

# 5.1- PURPOSE OF THE DATA COLLECTED

AXIS Dental Sàrl may process all or part of the data:

- to allow navigation on the Site and the management and traceability of the services ordered by the user: connection and use data for the Site, invoicing, order history, etc.
- to prevent and fight against computer fraud (spamming, hacking, etc.): computer equipment used for browsing, IP address, password (hash)
- to improve navigation on the Site: connection and usage data
- to conduct optional satisfaction surveys on AXIS Dental Sarl
- to carry out communication campaigns.

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AXIS Dental Sàrl does not market your personal data which is therefore only used out of necessity or for statistical and analytical purposes.

## 5.2- RIGHT OF ACCESS, RECTIFICATION, AND OPPOSITION

In accordance with the European regulations in force, AXIS Dental Sarl users have the following rights:

- right of access (article 15 GDPR) and rectification (article 16 GDPR), update, completeness
  of user data right to block or erase personal user data (article 17 of GDPR), when they are
  inaccurate, incomplete, ambiguous, outdated, or the collection, use, communication or
  conservation of which is prohibited
- right to withdraw consent at any time (article 13-2c GDPR)
- right to limit the processing of User data (article 18 GDPR)
- right to oppose the processing of User data (article 21 GDPR)
- right to the portability of the data that the Users will have provided when these data are subject to automated processing based on their consent or on a contract (article 20 GDPR)
- right to define the fate of user data after their death and to choose to whom AXIS Dental Sarl should communicate (or not) its data to a third party that it has previously designated.

As soon as AXIS Dental Sàrl becomes aware of the death of a User and in the absence of instructions on its part, AXIS Dental Sàrl undertakes to destroy its data, unless their conservation is necessary for probative purposes or to meet a legal obligation.

If the User wishes to know how AXIS Dental Sàrl uses his Personal Data, ask to rectify them or oppose their processing, the User must indicate the Personal Data that he would like AXIS Dental Sàrl to correct, update or delete, by identifying precisely with a copy of an identity document (identity card or passport) electronically to the following email address: mail@axis-dental.ch or in writing to the following address:

AXIS Dental Sàrl Chemin du Closalet 4 CH-1023 Crissier Switzerland

Requests for the deletion of Personal Data will be subject to the obligations which are imposed on AXIS Dental Sàrl by law, in particular with regard to the conservation or archiving of documents. Finally, AXIS Dental Sàrl Users can file a complaint with the supervisory authorities, and in particular with the PFPDT (<u>https://www.edoeb.admin.ch/edoeb/fr/home.html</u>).

## 5.3- NON-DISCLOSURE OF PERSONAL DATA

AXIS Dental Sàrl refrains from processing, hosting, or transferring the Information collected from its users <u>/</u>Customers to a country outside the European Union or recognized as "unsuitable" by the European Commission without first informing the customer. However, AXIS Dental Sàrl remains free to choose its technical and commercial subcontractors on the condition that they present sufficient guarantees with regard to the requirements of the General Data Protection Regulations (GDPR: n ° 2016-679).

AXIS Dental Sàrl undertakes to take all the necessary precautions to preserve the security of the Information and in particular that it is not communicated to unauthorized persons. However, if an incident affecting the integrity or confidentiality of Customer Information is brought to the attention of AXIS Dental Sàrl, the latter must promptly inform the Customer and communicate the corrective measures taken to it. AXIS Dental Sàrl does not collect any "sensitive data".

## 5.4- SECURITY

No matter how hard you try, no method of transmission over the Internet and no method of electronic storage is completely secure. We cannot, therefore, guarantee absolute security. To ensure the security and confidentiality of Personal Data, AXIS Dental Sàrl uses networks protected by standard devices. When processing Personal Data, AXIS Dental Sàrl takes all reasonable measures to protect it from loss, misuse, unauthorized access, disclosure, alteration, or destruction.

## 6- HYPERTEXT LINKS

The AXIS Dental Sàrl website may offer links to other websites or other resources available on the Internet. AXIS Dental Sàrl has no means of controlling sites linked to its websites. AXIS Dental Sàrl does not answer for or guarantee the availability of such external sites and sources. It cannot be held responsible for any damage of any kind whatsoever resulting from the content of these external sites or sources and in particular the information, products or services they offer, or any use that may be made of these elements.

Users, subscribers, and visitors to AXIS Dental Sàrl websites may not set up a hyperlink to this site without the express prior authorization AXIS Dental Sàrl.

In the event that a user or visitor wishes to set up a hyperlink to one of the AXIS Dental Sàrl websites, it will be their responsibility to send an email accessible on the site in order to formulate their request for setting up a hyperlink. AXIS Dental Sàrl reserves the right to accept or refuse a hyperlink without having to justify its decision.

This website may provide links to social networks and external websites and web channels, such as Facebook and LinkdIn, among others. By clicking on the dedicated icons, the user is expressly informed that the conditions of use, privacy policies, cookies policies and any conditions and / or regulations depend on the entities responsible for such social networks and web sites and channels, and never Axis

## 7- COOKIES

A cookie is a small information file sent to the User's browser and saved in the User's terminal (eg computer, smartphone), (hereinafter "Cookies"). This file includes information such as the User's domain name, the User's Internet service provider, the User's operating system, as well as the date and time of access. They are likely to process the User's information concerning their visit to the Site, such as the pages viewed, the searches carried out. This information allows AXIS Dental Sàrl to improve the content of the Site and the navigation of the User.

Cookies facilitate navigation and / or the provision of services offered by the Site, the User can configure his browser so that he can decide whether or not to accept them so that Cookies are saved in the terminal or, on the contrary, that they are rejected, either systematically or according to their issuer. The User can also configure his browser software so that the acceptance or rejection of Cookies is offered to him punctually before a Cookie is likely to be saved in his terminal. AXIS Dental Sàrl informs the User that, in this case, the functionalities of its navigation software may not be all available.

If necessary, AXIS Dental Sàrl declines any responsibility for the consequences related to the degraded functioning of the Site and the services possibly offered by AXIS Dental Sàrl, resulting from the refusal of Cookies by the User or of the impossibility for AXIS Dental Sàrl to register or to consult the Cookies necessary for their operation due to the choice of the User.

If the User refuses to save Cookies in his terminal or browser, or if the User deletes those that are registered there, the User is informed that his browsing and experience on the Site may be limited. This could also be the case when AXIS Dental Sàrl or one of its service providers cannot recognize, for technical compatibility purposes, the type of browser used by the terminal, the language and display settings, or the country from which the terminal seems connected to the Internet.

### 8- DISPUTES

These conditions are governed by Swiss law and any dispute or dispute that may arise from the interpretation or execution of these will be the exclusive jurisdiction of the courts on which the registered office of the company AXIS Dental Sàrl depends. The reference language for the settlement of any disputes is French or English.