

SD4DS

Terms of service

www.sd4ds.com

www.dentisteriezerodouleurs.com

www.zeropaindentistry.com

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Translation provided for convenience. This document is an English translation of the French original. In the event of any discrepancy, the French version governs.

1 General provisions

These Terms of Service, hereinafter the "Terms", constitute the agreement governing relations between SD4DS and its clients in connection with the sale of services. Any order placed and any contract entered into with SD4DS implies the client's full, complete and unreserved acceptance of these Terms. The fact that SD4DS does not enforce any given clause established in its favor in these Terms may not be construed as a waiver of its right to invoke that clause.

2 Nature of the services

SD4DS delivers tailored services whose purpose is the acquisition or improvement of medical and dental skills, in the clinical, communication, organizational and ergonomic fields, in France and abroad, in the form of personalized sessions for individuals or small teams. The services may take place on site at dental practices or other healthcare facilities, or remotely, in the form of mentoring, coaching, personalized support, lectures, presentations of clinical cases or any other teaching format. They are delivered directly or on behalf of private companies or public institutions. These Terms apply to all services provided by SD4DS.

3 Contractual documents

The client acknowledges having consulted the detailed, non-exhaustive catalog of services offered by SD4DS. Depending on the services chosen by the client, a free preliminary online meeting makes it possible to define the need and to verify that the SD4DS offering does indeed match it. Where applicable, a quotation is sent to the client by email when the amount of the service exceeds 200 euros excluding tax. Written approval of the quotation by the client is required before the service is delivered.

4 Financial terms

The prices of the services are set out in a rate schedule, available on request online. Since the services are personalized in duration and content, that rate is indicative. Only a quotation will state the nature and the amount of each service. Unless otherwise agreed in the contract, the amount stated in the quotation includes the trainer's travel and accommodation costs, as well as any equipment costs.

Invoices are issued by SD4DS once the services have been delivered. Depending on the type of service, a 30% deposit may be required upon signature of the quotation. The balance is due upon receipt of the invoices, issued as the services progress. Should an invoice remain unpaid in full at its due date, and after a formal notice has remained without effect for 5 working days, SD4DS reserves

the right to suspend any service in progress or to come. Invoices are payable in the currency stated in the quotation, upon receipt, without discount, and in any event before the due date stated on the invoice, by bank transfer, card or check.

Late payment penalties

Any sum unpaid at its due date will give rise to payment by the client of late payment penalties at a rate of three times the statutory interest rate, together with a fixed indemnity for recovery costs of 40 euros, pursuant to Article D. 441-5 of the French Commercial Code. Those penalties are due as of right, upon receipt of the notice informing the client that they have been charged. SD4DS nevertheless reserves the right to claim additional compensation, on presentation of supporting evidence, where the costs actually incurred exceed that amount.

Refusal of an order

Should a client place an order with SD4DS without having paid previously issued invoices that have fallen due, SD4DS may refuse to fulfill the order for as long as those invoices remain unpaid, without the client being entitled to any compensation on that account.

5 Cancellation of services

The client may withdraw within 14 days of the conclusion of the contract (Article L. 121-21 et seq. of the French Consumer Code) without having to give reasons or to bear any costs other than those provided for in Articles L. 121-21-3 to L. 121-5. Any clause by which the consumer or client waives the right of withdrawal is void.

Cancellation after the withdrawal period

Any cancellation by the client must be notified in writing. For any cancellation less than 10 working days before the service begins, 50% of the amount of the training will remain immediately payable as a fixed indemnity.

Cancellation by SD4DS

SD4DS may not be held liable towards the client for failure to perform its obligations resulting from an event of force majeure. The following are considered cases of force majeure or fortuitous events, in addition to those usually recognized by the case law of the French courts and without this list being exhaustive: the illness or accident of a consultant, strikes or industrial disputes, natural disasters, fires, failure to obtain a visa, interruption of the energy supply, interruption of communications or of transport of any kind, or any other circumstance beyond the control of SD4DS.

6 Data protection

The client is informed that the client's identity may be communicated to the partners of SD4DS. In accordance with French Act No. 78-17 of January 6, 1978 on information technology, data files and civil liberties, as updated by the Act of August 6, 2004, the client has a right of access, rectification

and objection in respect of personal data concerning them. That right may be exercised by making a request by email or by letter addressed to SD4DS.

7 Intellectual property

The rights of reproduction, use, distribution, adaptation, modification and exploitation of the training materials remain the exclusive property of SD4DS.

8 Confidentiality

The parties undertake to keep confidential the information and documents concerning the other party, of whatever nature, medical, economic, technical or commercial, to which they may have access during the performance of the contract or in the course of exchanges prior to its conclusion, in particular all the information contained in the commercial and financial proposal sent by SD4DS to the client. SD4DS undertakes to observe secrecy in respect of any health data that may be transmitted to it.

9 Limitation of liability

SD4DS may under no circumstances be held liable for any technical failure of equipment, any misuse of the service or advice by the client, or any cause external to SD4DS. Whatever the type of service, the liability of SD4DS is expressly limited to compensation for direct damage proven by the client and resulting directly and exclusively from the service delivered. The liability of SD4DS is capped at the amount of the price paid by the client for the service concerned. Under no circumstances may the liability of SD4DS be engaged in respect of any damage suffered by patients treated by the client, who remains fully responsible for the medical procedures they deliver and for which they certify being covered by professional liability insurance.

10 Personal data

The various items of information that may be requested when using the services of SD4DS are necessary to process registrations and to deliver the services provided. In accordance with the French Data Protection Act, the client has a right of access, objection, rectification and portability in respect of information concerning them. Any such request must be addressed to SD4DS at the email address: info@sd4ds.com

In accordance with the General Data Protection Regulation, that data, collected in connection with a training service, will be kept for 3 years from the last contact.

12 Governing law and jurisdiction

These Terms and all relations between SD4DS and its clients are governed by French law. Services delivered abroad are governed by the law of each of the countries concerned.

The client is informed of the possibility of resorting, in the event of a dispute, to the consumer mediation procedure under the conditions provided for in Title I of Book VI of the French Consumer Code (Article L. 213-3).

Any dispute that cannot be settled amicably will fall within the exclusive jurisdiction of the Commercial Court of Saint-Nazaire, whatever the registered office or residence of the client, and notwithstanding multiple defendants or third-party proceedings.

Any order placed with SD4DS constitutes unreserved acceptance of these detailed terms of sale.

13 Address for service

SD4DS elects domicile at 8 rue du Four, Saillé, 44350 Guérande, France.

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