

## Labs1503 distribution a.s. Terms and Conditions

### Introduction

1. These are the terms and conditions for using the website [www.labs1503academy.com](http://www.labs1503academy.com) (hereinafter as the “**Platform**”) operated by **Labs1503 distribution a.s.**, company organized and existing under the laws of the Czech Republic, with its registered office at Nad Vršovskou horou 1423/10, Michle (Praha 10), 101 00 Praha, ID no. 25729411, registered in the Commercial Register held by the Czech Commercial Registry maintained by the Municipal Court in Prague, Sec. B, File no. 5750 (the “**Provider**”).
2. The Provider is a member of the “**Labs1503 Group**” – a group of affiliated companies under the head company Labs1503 a.s. focusing on provision of various health services, innovation, well-being of patients and education and support of health-care providers. List of members of the Labs1503 Group is available at [www.labs1503.cz](http://www.labs1503.cz).
3. On and via the Platform, Labs1503 concentrates know-how on the management of orthodontic, stomatology, and dental clinics, focusing on sales marketing organization and operational skills and know-how, and connects users with members of the Labs1503 Group which provide further know-how and services to the users (the “**Academy**”). By becoming members of the Academy, users of the Platform can buy access to such know-how or connect with members of the Labs1503 Group to access their services subject to the terms and conditions of use of the Platform .

### Access to the Platform

4. The Academy and its know-how is accessible to registered users either via their on-line account subject to payment of the respective fee or based on a separate agreement concluded with a Labs1503 Group member via the Academy.
5. By registering to use the Platform and creating a user’s account, users are verified and enter into an agreement with the Provider on the use of the Platform, based on which they will be provided with designated personal space on the Platform and the possibility to purchase products of the Academy and access content of the Academy for the price quoted for such products and content (“**Fee**”) and the possibility to enter in an agreement on provision of services with other Labs1503 Group members.
6. Based on the registration, each user will be provided with a user ID to access and personalize her /his user’s account. Users must keep identification and other submitted information correct and up-to-date at all times. By proceeding with the registration, users agree to be bound by these Terms & Conditions indefinitely. Users may, however, delete their user’s

account whereupon the registration and the agreement between the Provider and the user on use of the Platform will be terminated. The Terms & Conditions will nevertheless continue to apply to already purchased products or concluded Agreements of the Academy.

### Use of the Platform by Registered Users

7. Use of any content of the Academy is at the user’s own risk. Use of any content of the Academy cannot and does not ensure reaching of any goals of the user.
8. **The contents of the Academy are intended and shall be for inspirational use only. Sharing the content by the Provider shall in no way be considered as advisory services, expert advice or any suggestions on actions of the user and the Provider shall bear no responsibility in this regard.** For avoidance of doubts, users cannot claim any refund due to their dissatisfaction with the provided content.
9. The Provider reserves the right to modify or adjust any part of the Platform, the Academy and the provided content and products, including the right to terminate the Academy, take down any content or terminate for just cause any user account; in such case any pre-paid and unused Fee shall be refunded to the user without undue delay. This applies similarly to instances where the Platform cannot be used due to technical difficulties on the Provider’s part which make the content of the Academy unavailable or unusable or due to decision of the Provider for more than 48 consecutive hours.

### Access to the Know-How

10. Know-how of the Academy is placed on the Platform in the form of video lectures, articles, workshops etc., or may be shared by the Academy via on-line conference, one-on-one advisory or other means of direct online communication, and can be purchased by users in the form of one-off purchase allowing access to the selected content for 12 months (or other time frame specified on the website for the respective product) from the purchase or yearly subscription, with each of the forms providing specific different package of content and know-how.
11. Any user can access the selected content upon payment of the respective fee for the selected product, which is displayed on the website.
12. Upon purchase of the product, each user will be allowed access to a specific group of Academy members on a social media platform as a place for the members to discuss and share their experiences, questions etc. Any communication in the group must obey by the rules of the specific social media platform and rules of the group set by the administrator. The Provider reserves the right to

delete comments or posts and ban users from the group for breach of the rules.

13. Depending on the form and content of the respective medium the know-how of the Academy may be accessible for single or multiple downloads or may be played only via the Platform for single or multiple access. The accessibility of each form of content is displayed on the Platform in the product description.
14. **Unless provisions of law or the terms of use of a certain product explicitly specify otherwise, any reproduction of any content or any part of it is strictly prohibited. Products that are available for download shall be viewed by one user only, unless specifically stated otherwise. Products that are available for streaming may be accessed and streamed on maximum of 3 different electronic devices of the user.**
15. When providing access to the know-how of the Academy, the Provider provides strictly non-exclusive licences solely for the purpose of viewing of the respective content provided on the Platform.
16. Multiple-access products for businesses are available as separate products for specific Fee.

#### **Fees and payments**

17. Prices of the individual products (Fees) are always clearly shown and visible on the Platform in the respective product presentation.
18. Depending on the type of product or type of Academy membership, the Fee may be one-time based or yearly based.
19. Payments may be made either directly through e-mail [hello@labs1503academy.com](mailto:hello@labs1503academy.com) to issue invoices or via Stripe payment gate through the Platform.
20. Yearly paid subscriptions may be changed effective from the immediately following year.

#### **Access to the Services provided by Labs1503 Group Members**

21. Users have the option to contact via the Platform specific members of the Labs1503 Group to access further content of the Academy. Based on the user's request, Provider will connect the user with the group member in order for the user to negotiate and enter into agreement for provision of services by the group member, such as Treatment Planning Service or other, as specified on the Platform (the "Agreement").
22. The Provider shall not be a party to any agreement concluded between the user and any Labs1503 Group member connected via the Platform. The Provider shall be in no way responsible for any damages arising in connection with or relating to any

services provided based on any Agreement. The Provider does not represent any of the Labs1503 Group members and is only authorized to act on the members' behalf in specific circumstances which are explicitly stated in these Terms and Conditions.

#### **Complaints and Customer Service**

23. In case of any complaints regarding any defects of the products or performance of the Platform please contact [hello@labs1503academy.com](mailto:hello@labs1503academy.com). Contents of the products shall be always relevant for the advised topic. However, the Provider is not responsible for the specific content of the product, which is in the discretion of the author/speaker/teacher.
24. Performance and complaints relating to any services provided based on an Agreement is subject to the terms and conditions of such Agreement and the Provider is not authorized to represent any Labs1503 Group member in resolving any such issues, unless the Agreement provides otherwise.

#### **Governing law and dispute resolution**

25. These Terms & Conditions and any relationship between the Provider and the user arising in connection with use of the Platform are governed, to the extent permitted by applicable legal regulations, exclusively by Czech Law. All disputes arising from these Terms & Conditions and any relationship between the Provider and the user arising in connection with use of the Platform shall be finally decided by Czech courts.
26. For users that are considered consumers under Sec. 419 of the Civil Code, any disputes may be also settled out of court through the Alternative Dispute Resolution or Online Dispute Resolution (ADR/ODR) procedure. Competent office for ADR in the Czech Republic is the Czech Trade Inspection Authority which you may contact through [www.coi.cz](http://www.coi.cz). For more information on ADR go to <https://www.coi.cz/en/information-about-adr/>; for more information on ODR go to <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.
27. Users may register to the Platform as a legal entity. This will mainly apply to healthcare providing clinics seeking to enter into Agreement on provision of services with the Labs1503 Group members. These Terms and Conditions apply to legal entities *mutatis mutandis*.
28. By purchase of the content of the Academy on the Platform, each user agrees to receive or gain access to the respective content without delay from the purchase, in any case not later than 14 days from such purchase. **Important notice: Users may not withdraw from the purchase agreement in 14-day consumer withdrawal period pursuant to Sec. 1829 of the Civil Code based on provision of Sec. 1837 I) of the Civil Code.**

29. The continued usage of the Platform is always deemed as a form of implied consent of the user and agreement to the most recent and updated version of these Terms and Conditions.
30. Users access and use the Platform at their own risk, costs and responsibility. Users acknowledge the Platform may be unavailable due to internet-access disruptions or required maintenance; users will have no claims against the Provider in connection therewith. By using the Platform and making use of the provided products and content, users grant the Provider the right to refuse for just cause access to the Platform without prior notice and the right to suspend, amend or disable for just cause any user's account without prior notice.
31. Users are solely responsible for maintaining the confidentiality of their account access data (user ID and password) and for the use of it. All access to the Platform using user ID and password will be deemed to be performed by such user with the corresponding user ID and password along with any operations or modifications made in the account following such login.
32. The Platform and data contained therein are subject to intellectual property law. The Provider reserves the right to develop and modify the Platform at any time, as well as discontinue the Platform, the Academy and any products and services without being liable either to compensate or to indemnify for damages.
33. The Platform contains material which is owned by or licensed to the Provider. This material includes, but is not limited to, the contents of the products, the design, layout, look, appearance and graphics. Reproduction is prohibited other than with specific consent of the Provider. All trademarks reproduced in the Platform, which are not the property of, or licensed to the Provider, are acknowledged on the Platform.
34. The Platform may also include links to other websites. These links are provided for users' convenience only to provide further information. They do not signify that the Provider endorses such website(s). The Provider bears no responsibility for the content of the linked website(s).
36. The Provider may at any time modify or amend these Terms & Conditions effective for the immediate future, as may reasonably be required, to continue to provide its services to the users. It is the user's responsibility to remain up-to-date with these changes; the Provider will, however, notify the users in advance of any intended change and in case you disagree with such a change, you will have the right to delete your user's account and terminate the registration and the agreement between us on use of the Platform. The Terms & Conditions applicable prior to such a change will nevertheless continue to apply to your already purchased products or concluded Agreements of the Academy .

### ***Personal Data Protection***

35. Labs1503 distribution a.s. as the Provider complies to the EU General Data Protection Regulation (GDPR) (2016/679) since it processes personal data of the users who are natural persons. Information on processing of personal data is contained in the Privacy Policy accessible at <https://www.labs1503academy.com/pages/privacy>.

### ***Amendments of these Terms & Conditions***