

## Terms of use FunktioCheck Pro®

Your contract with us includes the following terms of use. This Agreement contains conditions regarding the duration and possible extensions of use.

The Gesellschaft für Funktionsdiagnostik DIR® System mbH & Co. KG (DIR®) grants the customer a single, non-exclusive right to use the software.

By downloading/installing the FunktioCheck Pro® App and the registration to use the App, you agree to 1) the Privacy Policy and 2) the following Terms of Use.

### **Use, payment and term – IOS version (Apple)**

The use of the App is subject to a fee and is charged with EUR 449,99 for using the app during the 1st year; the purchase is done In-App. Afterwards, the subscription is automatically renewed for a further year in each case, unless the subscription is cancelled by the user in the corresponding App Store ([Termination Apple](#)).

The annual renewal is charged at EUR 199.99/year and includes, similar to the 1st year of use, the following additional services:

#### Included additional services on renewal

- You receive all regular updates free of charge
- You receive technical support (if required via TeamViewer) free of charge
- You will receive free of charge assistance from one of our function specialists in case of dental questions resulting from using the FunktioCheck Pro® App.

#### Trial version

When you purchase the App, you will initially be provided with a 14-day free trial version of the App. You select a payment method, but there is no charge until the end of the trial period. Your account will only be debited via the respective App Store after the trial period has expired. During this trial period, you have the option to cancel your contract via the App Store. Your account will not be debited if you cancel within the specified period ([Termination Apple](#)).

### **Use, payment and term – Android version (Google)**

The use of the App is subject to a fee and is charged with EUR 224.99 for the first 6 months of use; the purchase is done In-App. Afterwards, the subscription is automatically renewed for a further 6 months, unless the subscription is cancelled by the user in the corresponding App Store ([Termination Google](#)).

After the first two 6 months, the subscription is automatically renewed for further 1year period, unless the subscription is cancelled by the user in the Google Play Store. These further annual renewals are charged at EUR 199.99/year and includes, similar to the 1st year of use, the following additional services:

### Included additional services on renewal

- You receive all regular updates free of charge
- You receive technical support (if required via TeamViewer) free of charge
- You will receive free of charge assistance from one of our function specialists in case of dental questions resulting from using the FunktioCheck Pro® App.

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### Unauthorized Access

The customer is obliged to keep his user data safe and restrict access to non-authorized parties.

### Sale, distribution or transfer to third parties

It is to be omitted:

- to copy or reproduce the software or to make settings to the operating system which influence or change the software or hardware;
- to decipher or reverse engineer the software and/or the source codes on which it is based or to disclose it in any other way;
- to sell, rent, license or otherwise transfer the software to a third party for use or to use the software or an unauthorized copy or reproduction of the software to control a machine with information processing capabilities.

### Authorization of use

The FunktioCheck Pro® App is exclusively approved for use by dentists. You also warrant that all information you provide to us in the registration process is truthful, correct, and complete, and you agree to ensure this at all times.

### Copyright

The software has been developed by the DIR®. Some of the works are protected by copyright, according to §2 section 1 number 1 UrhG. In case of a violation of the copyrights, we will claim for damages.

### Place of jurisdiction

The Agreement is subject to German law. If the customer is a merchant, the place of jurisdiction for all disputes arising in connection with this Agreement is Essen (North Rhine-Westphalia).

### Severability Clause

If a provision of this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this Agreement, or (2) the enforceability or validity in other jurisdictions of that or any other provision of this Agreement.

**Language versions**

In case of conflict between the German and English version of this Agreement, the German version shall prevail.

Contracting company:

Gesellschaft für Funktionsdiagnostik DIR® System mbH & Co. KG

Bocholder Str. 5

45355 Essen

Status: Essen July 2020