

# Legal notice

In order to comply with Article 10 of Law 34/2002 for Information Society and Electronic Commerce Services, we shall inform the Users of the following data:

**Company Name:** SMILE2IMPRESS Ltd.

**Address:** 1 Fleet Place. London EC4M 7WS

**Company Number:** 12957895

**Telephone:** (+44) 2038081072

[Website](#)

## Purpose

SMILE2IMPRESS (hereinafter the Provider), as a responsible entity for the website, provides this document to the Users, which regulates the use of the [website](#), by which we intend to comply with the obligations set forth in the Law 34/2002 for Information Society and Electronic Commerce Services (LSSICE or LSSI), as well as informing all Users about the conditions of use of the website.

Through the Web, SMILE2IMPRESS provides users with access to and use of different services and content made available through the web.

Any person accessing this website assumes the role of User (hereinafter, the User), which consequently implies full and unreserved acceptance of each and every one of the provisions included in this legal notice, as well as any other legal provisions that are of application

As a User, you have to carefully read this Legal Notice for all and any of the occasions that you access the web, as there may be modifications, being that the provider reserves the right to modify any type of information that may appear on the web without having to pre-warn or to inform users, being enough the mere publication on the website of the Provider.

## Conditions of access and use of the web

### FREE ACCESS AND USE OF THE WEB

The provision of services by SMILE2IMPRESS is free for all users. However, some of the services rendered by the provider through the Web may require payment.

### USER REGISTRATION

The rendering of the Services does not require prior subscription or registration of Users. Even so, SMILE2IMPRESS conditions the use of some of the services only if the User has previously filled out the corresponding User registration form. Such registration shall be completed in the manner that is expressly indicated in the service section itself.

### ACCURACY AND TRUTHFULNESS OF THE INFORMATION

All the information provided by the User must be accurate and truthful. For these purposes, the User guarantees the authenticity of the data provided through the forms for the subscription of the Services. The User is responsible to keep all the information provided to SMILE2IMPRESS permanently updated in a way that it reflects, at all times, their actual situation. In any case, the User will be solely responsible for false or inaccurate statements provided, as well as for the damage that may be caused to the provider or any third party as a consequence.

### MINORS

For the use of the services, minors must always obtain previous consent of their parents, guardians or legal representatives, who are ultimately responsible for all acts performed by such minors under their care. They are also responsible for determining the specific contents to which minors access, that is, in the event a minor access unsuitable content via the Internet, they will have to establish mechanisms in their computers, in particular computer programs, filters and blocks, which are intended to limit the available contents and, in spite that they are not infallible, they are of special utility to control and to restrict the materials to which minors can be exposed

Users who request their first visit through the website must be over 14 years old and authorized by their parents to send us their personal data. The request for the visit will have to be confirmed by their parents or legal representatives. In any case, minors will not be treated in the clinic without being accompanied by their parents or legal representatives. Impress, SL. is not responsible for the breach of the present notice.

### OBLIGATION TO MAKE A CORRECT USE OF THE WEB

The User agrees to use the Website in compliance with the Law and this Legal Notice, as well as in accordance to

morality and good custom. For this purpose, the User shall refrain from using the page for purposes that are unlawful or prohibited, and / or injurious to the rights and interests of third parties, and / or that in any way may damage, disable, overburden, deteriorate or prevent the normal use of computer equipment or documents, files and all kinds of content stored on any computer equipment of the provider.

As a particular indication but not limited thereto, the User undertakes not to transmit, disseminate or make available to third parties information, data, content, messages, graphics, drawings, sound or image files, photographs, recordings, software and, in general, any kind of material that:

- a)** is contrary, despises or attempts against fundamental rights and public liberties that are recognized by the Spanish Constitution, international treaties and other current applicable laws;
- b)** induces, incites or promotes actions that are criminal, degrading, defamatory, violent or, in general, contrary to law, morals and public order;
- c)** induce, incite or promote discriminatory actions, attitudes or thoughts based on gender, race, religion, beliefs, age or condition;
- d)** is contrary to the rights relating to honor, personal or family privacy or to the person's own image;
- e)** in any way harms the credibility of the provider or of third parties; and
- f)** constitutes illicit, deceptive or disloyal advertising.

## Smile2Impress Treatment

- Smile2impress Treatment is a method of correction with a bespoke aligners system designed and produced by or on behalf of our parent company in Spain. You can find in our Website and our APP more details about our aligners system.
- Smile2impress don't provides any dental or other medical advice or care; the Clinic will be in charge of all the assessments related to medical matters or queries.
- The Clinic has qualified dental and/or orthodontic professionals and they will be in charge to decide if you are suitable for the Smile2impress Treatment based on their independent professional judgement, taking into account dental and other health criteria.
- If you are interested in taking the Smile2impress Treatment, you will need to make an appointment (via our Website or App) with the clinic who will conduct a dental assessment of your suitability for Smile2impress Treatment. This assessment may involve taking a 3D scan of your teeth. You will not be required to pay anything to us or the Clinic for the initial

assessment as the fees for the appointment will be covered by us. Any additional appointments with the Clinic are at your own costs, unless agreed by Smile2impress in writing in advance.

- If the professionals from the Clinic does not, for whatever reason, recommend Smile2impress Treatment to you, we will not be able to offer you our Smile2impress Treatment.
- If the Clinic doctors considers you are suitable for Smile2impress Treatment and recommends it to you, they will explain it to you and show how your teeth are likely to change if you take the Smile2impress Treatment.
- The Clinics doctors will send to us the information about your visit, which we will use, along with the clinics doctors professional opinion and the results of your visit (including whether they have advised you to have your teeth professionally cleaned), to prepare a proposal for your Smile2impress Treatment.
- Even though you have a first visit in the Clinic, it does not oblige you to take the Smile2impress Treatment. Our proposal will have an expiry date, which we will communicate to you.
- If you accept our proposal and submit an order for your Smile2impress Treatment, we will ask you to make a payment by one of the methods communicated to you in our. This price does not include having your teeth professionally cleaned (if required), which will be invoiced by the dental professional in charge of the cleaning directly to you.
- Once we have received your payment (or a confirmation of your agreement to pay in instalments via our credit partner), we will arrange the production of the aligners. Please note that the aligners are produced are custom made, based on the treatment plan and information supplied by the Clinic doctors.
- We will let you know when we will deliver your Smile2impress Treatment kit to you, which is normally within 3 to 4 weeks from the date of receipt of your payment, but it can be longer due to unpredictable situations.
- It's important to follow the instructions that we give you, our App will contain instructions on how to follow the Smile2impress Treatment and will require you to submit information (including photos) about your progress. Keep in mind that you will need to wear the aligners for 22 hours per day. If you fail to follow our instructions or recommendations, this may affect the effectiveness of the Smile2impress Treatment and you lose any right to refund.
- The Information that you provide through our App will be checked by our trained dental technicians, under the supervision of a dental professional. Please note that all personal information relating to your treatment plan and Smile2im-

press P Treatment (including progress photos submitted by you via our App) will be used by us and processed securely, in accordance with our Privacy Policy available [here](#).

· In case you lose one set of aligners (one upper and one lower jaw) or an individual aligner, Smile2impress would hold the right to charge you 50GBP for the replacement.

· After the treatment, you will need to order and wear retainers at night. If your treatment is classified as short treatment, the cost of a set of retainers is 99GBP and if your treatment is classified as a plus treatment Smile2impress provides you with one set of retainers free of charge. We recommend replacing the retainers with new ones every six to twelve months to keep them fresh, soft and transparent.

## Ending our contract

· If you do not pay us for the Smile2impress Treatment when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may end our contract with you. We will contact you to tell you of our intention to terminate this contract.

· We will pay the costs of return: (a) if the aligners are faulty; b) (senior orthodontics says you are not suitable in the second visit or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances you must pay the costs of return.

## Cookies

The provider's website may use cookies (small information files that the server sends to the computer of the person accessing the page) to carry out certain functions that are considered essential for the proper functioning and visualization of the Website. The cookies that are used have, in any case, a temporary nature, with the sole purpose of making navigation more efficient, and they are to disappear once the user's session ends.

Under no circumstances the cookies will be used to collect personal information.

For more information, see our Cookies Policy [here](#).

## Link

From the website, you may be redirected to third-party content. Since it is not always possible to control the content entered by third parties, SMILE2IMPRESS does not assume any liability regarding these contents. In any case, the Provider states to undertake the immediate withdrawal of any content that may contravene national or international laws, morality or public order, also proceeding to the immediate withdrawal of the redirection to these websites, as well as informing the competent authorities of the content in question.

The Provider is not responsible for the information and stored content that may be included but not limited to forums, chats, blog generators, comments, social networks or any other means that allow third parties to independently publish content of the website of the provider. However, in compliance with the provisions of art. 11 and 16 of the LSSICE (Information Society and Electronic Commerce Law in Spain), the Provider undertakes to be available for all users, authorities and security forces, as to actively collaborate in the withdrawal or, when necessary, the blocking of all content that may affect or contravene the national, or international laws, rights of third parties or for the purposes of morality and public order. In the event that the user considers that there may be some content that could be susceptible to this classification, they shall notify the administrator of the website immediately.

## Personal data protection

The provider is deeply committed to comply with personal data protection regulations and guarantees full compliance with the obligations set forth by the regulations, which also include the implementation of the established security measures in both the European Data Protection Regulation and the Spanish regulations on data protection. For further information, please read our Privacy Policy [here](#).

## Intellectual and industrial property

The website, including but not limited to the programming, editing, compilation and other elements necessary for its operation, the designs, logos, texts, photographs and / or graphics are all property of the Provider or, if necessary, its use is based upon a license agreement or express authorization from behalf of the owner(s). All the contents of the website are duly protected by the rules of intellectual and industrial property.

Regardless of the purpose for which they were intended, the total or partial reproduction, use, distribution and public communication require prior written authorization from the Provider. Any use that is not previously authorized by the Provider will be considered a serious breach of the intellectual or industrial property rights of the owner(s).

The designs, logos, texts and / or graphics that are unrelated to the provider and that may appear on the website, are property of their respective owners, being themselves responsible for any possible dispute that may occur in their regard. In any case, the Provider has express and prior authorization from such owners.

The Provider acknowledges, in favor of the owners, their

corresponding industrial and intellectual property rights, by which their mentioning or appearance on the website, does not imply the existence of any rights or any liability of the Provider, neither endorsement, sponsorship or recommendation in any case.

To make any kind of observation regarding possible breaches of intellectual or industrial property rights, as well as any of the contents of the website, you may contact the Provider through the email, provided in this Legal Notice.

## **Force majeure**

SMILE2IMPRESS will not be responsible in case of impossibility of providing the services available through this Website, if this is due to prolonged interruptions of the electricity supply, telecommunications lines, social conflicts, strikes, rebellion, explosions, floods, acts and omissions of the Government, and in general all cases of force majeure or fortuitous event.

## **Applicable Law and Jurisdiction**

For the resolution of disputes or issues related to this website or the activities that are developed therein, they shall be governed by the laws applicable in Spain, to which the parties expressly submit, being the Courts of BARCELONA as the competent entities that shall resolve all disputes that derive or are related to the use performed by such parties.