



Terms of Use

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Swyp BV (“Swyp”, “we”, “our”, or “us”) provides a software platform that enables dental practices to streamline procurement of dental products by accessing and ordering from multiple suppliers. The Swyp platform includes features such as live pricing across multiple vendors, inventory management, order tracking, and vendor-neutral product search.

These Terms of Use (“Terms”) govern your access to and use of the Swyp platform and services, including our website(s), web applications, and associated features (collectively, the “Service”). By registering for or using the Service, you agree to these Terms.

1. Definitions

- **You:** The individual or legal entity using the Service on behalf of a dental practice or organisation.
- **Account:** The registered user account used to access the Swyp platform.
- **Service:** The Swyp platform and all services offered through it.
- **Goods:** Dental products displayed or linked via the Swyp platform.
- **Suppliers:** Third-party vendors offering Goods accessible through Swyp.
- **Subscription:** Access granted to paid tiers of the Service, if applicable.
- **Content:** Product information, images, logos, names, descriptions, pricing, and metadata displayed on Swyp.

2. Acceptance of Terms

By accessing or using Swyp, you confirm that:

- You are at least 18 years of age and authorised to act on behalf of a dental practice or organisation;
- You have read, understood, and agree to be bound by these Terms and our Privacy Policy;
- If you do not agree to these Terms, you must not access or use the Service.

3. Privacy

We take your privacy seriously. Swyp processes personal data in compliance with the General Data Protection Regulation (GDPR) and our Privacy Policy. We only collect and process data necessary to provide and improve our Service. You retain all rights to your data, and we will not sell or share your personal data with third parties without your consent, except as required to deliver the Service or comply with legal obligations.

Data Deletion:

You may request deletion of your personal data at any time by contacting team@swyp.be.

4. Intellectual Property & Third-Party Content

The Swyp platform, including its code, branding, and features, is the property of Swyp BV and protected under EU intellectual property laws.

Product content displayed on Swyp-including product names, descriptions, documentation, images, brand logos, and pricing-may be the property of third-party suppliers or publicly available through their websites. Swyp does not claim ownership of such content. We strive to ensure all use respects intellectual property rights and applicable data usage and anti-scraping laws.

If you are a rights holder and believe any material has been used improperly, please contact us at [team@swyp.be].

5. Display of Prices and Legal Basis

Swyp is legally permitted to display product prices without explicit prior approval from suppliers, provided that the prices are factual data, not protected by copyright or database rights, and Swyp acts as an agent for the dentist, showing only the information the dentist would see directly from the supplier.

6. Communication

By using Swyp, you consent to receive communications from us electronically (e.g., email, notices via the platform). All such communications satisfy any legal requirements for written notices.

7. Subscriptions and Billing

- **Subscription Tiers:** Some Swyp features may require a paid subscription. Pricing and tiers are clearly indicated prior to purchase.
- **Renewals and Cancellations:** Subscriptions renew automatically unless cancelled at least 30 days in advance. You may cancel through your Account settings or by contacting support.
- **Refunds:** Except where required by law, subscription fees are non-refundable. Partial refunds may be granted at Swyp's sole discretion in exceptional cases.
- **Billing:** You agree to provide accurate billing and payment information. In case of failed payment, we may suspend your access until payment is received.
- **Fee Changes:** We reserve the right to change our pricing. We will notify you of any fee changes in advance, and your continued use of the Service constitutes acceptance of the new rates.

8. Supplier Independence

Swyp is a vendor-neutral platform. We do not sell products directly. All purchases are transacted with third-party suppliers. Any issues with orders, delivery, warranties, or returns must be resolved with the relevant supplier.

Swyp is not responsible for the accuracy, availability, or quality of Goods listed by suppliers, though we strive to curate accurate data wherever possible.

9. User Accounts

To access and use the Swyp Services, you must create an account and provide accurate, complete, and current information. Failure to do so may result in the suspension or termination of your account.

You are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree not to share your password with any third party. You must notify us immediately if you suspect or become aware of any unauthorized access or security breach involving your account.

You may not register a username that infringes on the rights of another person or entity, including names that are offensive, vulgar, misleading, or otherwise unlawful.

10. Product Information, Risk of Loss, Returns, and Title

Swyp aggregates product data-such as names, images, descriptions, and documentation-from various third-party sources, including supplier websites and public manufacturer databases. While we strive for accuracy, Swyp does not guarantee that any content on its platform is free from errors, complete, or up-to-date.

Before making a purchasing decision, you are encouraged to verify product details with the original seller or manufacturer. If a product is not as described, your sole remedy is to seek a return or refund directly from the supplier, subject to their return policy.

Swyp is not involved in the actual transaction between you and the supplier and does not assume responsibility for any orders made using information displayed on our platform.

11. Data Access From Third-Party Accounts

Swyp allows you to link your supplier accounts to retrieve information such as prices, stock, invoices, and order history ("Account Information") relevant to your clinic or practice. By linking these accounts, you authorize Swyp to access and use this data on your behalf, as your authorized agent, solely for the purpose of providing Swyp Services.

Swyp acts only under your instructions and does not review the retrieved data for legality or accuracy. Swyp is not liable for service interruptions or inaccuracies caused by technical issues on third-party websites or platforms. Any errors in the retrieved data should be addressed with the relevant supplier.

12. Rights You Grant to Swyp as Your Authorized Agent

By using the Swyp Services and connecting your third-party supplier accounts, you appoint Swyp as your authorized agent and grant Swyp a limited mandate, in accordance with Article 1984 of the Belgian Civil Code, to act on your behalf solely for the purpose of delivering the Services.

By submitting login credentials, account information, data, and other content to Swyp, you license Swyp to use and store such content in encrypted form solely to provide the Services as described in this Agreement and in accordance with our Privacy Policy. You represent and warrant that you have the authority to grant such access and use, and that you are duly authorized to act on behalf of your clinic or business.

Swyp is authorized to access, retrieve, and use data from third-party supplier platforms you identify, including but not limited to:

- **Product Retrieval:** Accessing product pages and listings to gather relevant product data.
- **Availability Retrieval:** Obtaining stock availability, delivery timelines, and warehouse data.
- **Pricing Retrieval:** Retrieving your clinic's pricing information, including discounts, custom pricing, and promotional details.
- **Cart Management:** Adding, removing, or modifying items in your cart on supplier websites.
- **Order History Retrieval:** Accessing and storing past order information and invoices to provide tracking and analytics.
- **Order Placement:** Placing orders with third-party suppliers only with your explicit prior consent.

Swyp takes these actions solely after you have created an account and confirmed your authority to act on behalf of your clinic or organization. Swyp will not take action on any third-party website without your prior authorization.

To facilitate these services, Swyp may store your credentials in a secure and encrypted format. These credentials are never shared with third parties, nor are they used for any purpose outside the scope of delivering our Services to you.

For the purposes of this Agreement and solely to provide the Services, you hereby grant Swyp a limited power of attorney and designate Swyp as your attorney-in-fact, with full authority to perform each act necessary to access and interact with third-party supplier platforms on your behalf, as you could do in person. You acknowledge and agree that Swyp is acting as your agent, and not as an agent of any third-party supplier. You further understand that the Services are not sponsored, endorsed, or affiliated with any third parties accessible through Swyp.

13. Pricing and Availability From Linked Supplier Accounts

For suppliers with whom you already have a commercial relationship, Swyp displays real-time or catalog-based pricing retrieved directly from your account with that supplier. These prices

reflect the same conditions you would see when logged into that supplier's eCommerce platform.

Swyp makes no guarantees regarding the accuracy, availability, or completeness of this information, as it is retrieved automatically and subject to changes or technical issues on the supplier's side. If you notice a discrepancy between the price shown on Swyp and that on the supplier's website, we recommend verifying the details directly and contacting Swyp support so we can investigate.

14. "AS IS" and "AS AVAILABLE" Disclaimer

The Swyp Service is provided to you on an "as is" and "as available" basis, without warranties of any kind, either express or implied. To the fullest extent permitted under applicable European and Belgian law, Swyp, including its affiliates, licensors, and service providers, disclaims all warranties, express or implied, including but not limited to:

- warranties of merchantability,
- fitness for a particular purpose,
- title and non-infringement,
- and any warranties that may arise from course of dealing or usage of trade.

Swyp does not guarantee that the Service will always be available, uninterrupted, timely, secure, or error-free, or that defects will be corrected. Swyp does not warrant that any content or information obtained via the Service is accurate, complete, or up-to-date.

Swyp is a data aggregation and facilitation platform and is not responsible for the content or availability of external supplier websites. You are responsible for verifying critical data directly with the original supplier before making any purchasing decisions.

Swyp does not guarantee that the website or any content, services, or features thereof will be free from viruses or other harmful components.

Nothing in this section affects any statutory rights you may have as a consumer under mandatory provisions of European Union or Belgian law. This disclaimer shall apply only to the maximum extent allowed under such laws.

15. Limitation of Liability

To the extent permitted under applicable law, Swyp shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to:

- loss of profits,
- loss of business opportunities,
- loss or corruption of data,
- loss of anticipated savings,
- or reputational damage,

arising out of or in connection with your access to or use of the Swyp Services, whether based on contract, tort (including negligence), strict liability, or otherwise, even if we have been advised of the possibility of such damages.

Where Swyp is found liable for damages under applicable law, our total liability for any claims arising under these Terms shall not exceed the amount you have paid us in the preceding twelve (12) months for the Services, or €100-whichever is higher.

Nothing in these Terms shall exclude or limit Swyp's liability:

- for fraud or fraudulent misrepresentation;
- for gross negligence or wilful misconduct;
- or for any liability that cannot be excluded or limited under applicable law.

These limitations shall not affect any rights you may have as a consumer under mandatory Belgian or EU law.

16. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Belgium, without prejudice to any mandatory consumer protection provisions of the law of your country of residence in the European Union.

If you have any concerns or complaints regarding the Service, we encourage you to first contact us directly at team@swyp.be so that we may resolve the issue amicably.

If a dispute cannot be resolved informally, you may:

- submit a complaint via the European Commission's Online Dispute Resolution platform: <https://ec.europa.eu/consumers/odr/>, or
- bring legal proceedings before the competent courts of your place of residence if you are a consumer, or the courts of Brussels, Belgium, if you are acting in a professional capacity.

Nothing in these Terms affects your statutory right to bring legal proceedings in the courts of your habitual residence or to access alternative dispute resolution mechanisms as provided under EU law.

17. Site Policies, Modifications, and Severability

Please review our other policies, including our Privacy Policy, which also govern your use of the Swyp platform and services. We may update our site, policies, and these Terms of Use from time to time to reflect changes in our services, legal obligations, or for other operational reasons. Any changes will take effect immediately upon posting, unless stated otherwise.

If any part of these Terms is found to be unlawful, void, or for any reason unenforceable, that part will be considered severable and will not affect the validity and enforceability of any remaining terms.

18. Copyright Infringement and Intellectual Property

If you believe that any material available through Swyp infringes your copyright, please notify us in writing and include the following:

- A physical or electronic signature of the person authorized to act on behalf of the copyright holder.
- A description of the copyrighted work you believe has been infringed.
- A description of where the allegedly infringing material is located on the Swyp site.
- Your contact details, including address, telephone number, and email address.
- A statement by you that you believe in good faith that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the information provided is accurate and that you are the copyright owner or are authorized to act on their behalf.

Please send claims to: team@swyp.be.

19. Use of Swyp Software and Services

You are granted a limited, non-exclusive, non-transferable license to use the Swyp software solely for accessing our services in accordance with these Terms. You may not sell, rent, reverse engineer, decompile, or modify any part of our software or incorporate it into other software.

Swyp may integrate services or data from third-party providers. Your use of such third-party services is subject to their separate terms and privacy policies.

To keep Swyp secure and functional for all users, you agree not to:

- Upload or transmit viruses, malicious code, or attempt to access other users' accounts.
- Use automated means to access or harvest data from Swyp without prior permission.
- Engage in unlawful or deceptive activities on the platform.
- Sell or attempt to sell illegal products through Swyp.
- Disrupt the performance or security of the platform.

Swyp is built for use by verified dental practices. You agree to:

- Provide accurate, up-to-date contact and clinic information.
- Register only one account per clinic unless explicitly permitted.
- Maintain the confidentiality of your login credentials and restrict access to your account to authorized individuals within your clinic.
- Notify us immediately of any unauthorized access or suspected security breaches.

20. Changes to These Terms

We may update these Terms at any time. If changes are material, we will notify you in advance-at least 30 days before the new terms take effect-by email or by a prominent notice on the platform. Your continued use of Swyp after such changes means you accept the updated Terms. If you do not agree with the new terms, please discontinue use of the platform.

21. Contact Us

We welcome your feedback and suggestions. For any inquiries, support, or feedback related to our services, please contact us at:

team@swyp.be

22. Accessibility

We strive to make Swyp accessible to all users. If you have questions or need assistance, please contact team@swyp.be.

23. Third-Party Links Disclaimer

Swyp is not responsible for the content, privacy practices, or availability of third-party websites linked from our platform.