

Last Updated: 21 January 2025

GENERAL TERMS AND CONDITIONS OF SERVICE

The following General Terms and Conditions of Service ("**Terms**") govern all use of the NamNR Pro website at <https://namnrpro.org> ("**Website**") and its e-Learning course(s), and all content, services, and products available through it ("**e-Learning Platform**"). The Website is owned and operated by NamNR Pro.

Please read these Terms carefully before ordering any services on our Website. By purchasing, accessing, or using our Website and/or the e-Learning Platform, you agree to comply with and be bound by these Terms, which form a binding agreement between NamNR Pro and you. If you do not accept these Terms, you shall not proceed with accessing or purchasing any of our services.

1. INFORMATION ABOUT US AND THE CONTRACT

1.1 We are NamNR Pro Upadhyay, a sole proprietorship incorporated under Swiss law (Registration No: CHE-222.748.349), with a registered address at Rue du Lac 41400, Yverdon-les-Bains, Switzerland ("**NamNR Pro**", "**we**", "**us**"). You can contact us via:

- Email: contactus@namnrpro.org
- Phone: +41 799 677 840

1.2 Through our e-Learning Platform, we offer courses, resources and support to help dental professionals become more effective contributors to the medical device and software industry, providing them with a unique opportunity to learn how medical devices are developed.

2. ENROLMENT AND REGISTRATION PROCESS

2.1 To join our e-Learning Platform, you must provide a valid email address, complete the payment process (as outlined in section 4 of these Terms), agree to these Terms and provide any other requested information. The email address provided will be used as the primary method of communication related to your use of the Website and the e-Learning Platform.

2.2 We reserve the right to accept or reject any enrolment to join the e-Learning Platform. If your enrolment is rejected, we will notify you via email and refund any payment made. Your enrolment will be deemed accepted once we send you a confirmation email.

3. ELIGIBILITY

3.1 Due to the nature of the services provided, the e-Learning Platform is offered exclusively on a Business-to-Business (B2B) basis and is intended for businesses or individuals acting in a professional capacity, and/or for commercial, business, or professional use only. You must not proceed with enrolment, access or any use of the e-Learning Platform if you are acting as a consumer or for any personal, non-business purposes.

3.2 If you are agreeing to these Terms on behalf of a company, business or other legal entity, you represent and warrant that you have all proper authorizations needed to bind that legal entity to these Terms. If you are an individual, you represent and warrant that you are acting as part of your professional capacity and have the legal capacity to accept these Terms.

4. PAYMENT TERMS

- 4.1 To complete the payment process, you must select your preferred payment method, complete the required information and authorize us to charge the applicable fee. Course prices are displayed on the Website, and you will need to review and accept them before completing the payment. Payments must be made in the currency shown on the Website at the time of enrollment. You are responsible for any currency conversion fees or charges.
- 4.2 You may have the option to pay in full or in instalments. If you choose to pay by instalments, the fees must be paid in accordance with the terms outlined in the payment schedule displayed on the Website. If you decide to leave the course or otherwise terminate your agreement under these Terms before the end of the applicable period, you will be required to pay the remaining course balance in a single payment.
- 4.3 If you do not complete the payment process or fail to make the full payment as agreed, we reserve the right to withhold access to course materials, terminate your enrolment and/or charge a late fee, without prejudice to further actions. NamNR Pro also reserves the right to recover any reasonable debt collection costs, including legal fees, in connection with these Terms.
- 4.4 You acknowledge that payment processing is handled by third-party providers, and such payments may be subject to their own terms and conditions.
- 4.5 The payments required under this section do not include any applicable sales tax. If NamNR Pro determines it is legally required to collect sales tax from you in connection with these Terms, we will charge it in addition to the required payments for your course. If any payments are subject to sales tax in your jurisdiction and you have not paid the tax, you will be responsible for paying the tax, along with any related penalties or interest, to the relevant tax authority.

5. ACCESS TO THE E-LEARNING PLATFORM

- 5.1 Once your enrolment is confirmed, you will gain full access to the e-Learning Platform and be enrolled in your selected course. Access details and any other relevant information will be sent to the email address you provided.
- 5.2 NamNR Pro will provide the course as described in the Course Curriculum, which may be updated from time to time. You will be notified of any material changes to the Course Curriculum after your enrolment, provided your course access is still valid at the time of the change.
- 5.3 You will have access to the e-Learning Platform for a fixed period starting from your enrolment date. The access period is clearly stated in the Course Curriculum on our Website. If you have any questions about the duration of your course, please contact us at contactus@namnrpro.org.
- 5.4 By accessing the e-Learning Platform, you agree that:
 - 5.4.1 all information you submit will be true, accurate, current and complete, and you will maintain the accuracy of such information by promptly updating it as necessary. If you provide any information that is untrue, inaccurate, outdated or incomplete, we reserve the right to suspend your access, terminate our agreement under these

Terms, and/or prohibit your use of the e-Learning Platform, including refusing any current or future access;

- 5.4.2 you will be required to provide your own IT equipment to fully access the selected course;
 - 5.4.3 all materials provided by NamNR Pro are the property of NamNR Pro and will remain so throughout and after your enrolment or course completion, and that the use of these materials is restricted to you, the enrolled user, who has been granted access by NamNR Pro;
 - 5.4.4 decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Website;
 - 5.4.5 you must not copy, share, modify, transmit, distribute, exploit or otherwise circulate the materials (in whole or in part) provided by NamNR Pro, except for your own individual training;
 - 5.4.6 course materials and/or your course access must not be shared with or transferred to any other person or organization. If your employer has sponsored your course, this does not grant them access to the course or materials at any time, even if your employment with them ends, either temporarily or permanently, nor does it entitle them to transfer access to anyone else;
 - 5.4.7 the e-Learning Platform is not suitable for consumers or individuals seeking personal, non-business-related education; and
 - 5.4.8 you will comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, and any applicable regulatory requirements.
- 5.5 Any violation of the above may result in the termination of your access to the e-Learning Platform, legal action and/or any other remedies available under applicable law.
- 5.6 All courses are taught in English. NamNR Pro does not accept liability for any losses, costs, or expenses incurred by you or on your behalf due to a lack of English language proficiency. You confirm that you are capable of understanding and participating in the course, including having the required level of English language ability.
- 5.7 We aim to provide continuous access to our e-Learning Platform and course materials for all learners who are entitled to them. However, there may be times when you cannot access your course due to factors beyond our control. These could include, but are not limited to, emergencies, natural events, power outages, hacking, software problems, server downtime, heavy internet traffic, programming errors, regular system maintenance, or updates. In the event of unavailability of the course materials, we will take all reasonable steps to restore access within a realistic time frame.

6. EARN BACK SCHEME

- 6.1 On the e-Learning Platform, NamNR Pro offers an Earn Back Scheme to eligible students enrolled in the Premium Dental Advisor Program. This provides students with the opportunity to enhance their profile while earning back up to 50% of the course fees paid, provided they participate in the tasks outlined in the scheme and meet the Earn Back Scheme requirements.

Full details of the Earn Back Scheme, including additional information on tasks, compensation, exceptions, and other relevant details, can be found on the Website. Please also review the Website information before enrolling in the Earn Back Scheme to ensure you fully understand the terms of participation.

- 6.2 Participation in the Earn Back Scheme is voluntary. Students who wish to participate must send an email to contactus@namnrpro.org with the subject line “Earn Back Scheme Enrollment” and include the following:
 - 6.2.1 Full name;
 - 6.2.2 Course name and date of enrolment; and
 - 6.2.3 A brief statement indicating their interest in participating in the scheme and the activities they wish to engage in (writing articles, supporting research, or participating in surveys).
- 6.3 Upon confirmation of enrollment by NamNR Pro, students will have the opportunity to engage in writing articles, supporting research, and/or participating in industry surveys for NamNR Pro.
 - 6.3.1 *Articles*: students may write articles for NamNR Pro’s Dental Yoda magazine on a topic agreed upon with NamNR Pro via email. Each article should be approximately 1,200 words, with a compensation of USD 50 per article (estimated time commitment: 2-3 hours per article). Students may write up to 10 articles, for a total compensation of USD 500, provided all articles are of sufficient quality, submitted and approved by NamNR Pro.
 - 6.3.2 *Research support*: students may participate in research activities by using PubMed and EMBASE to find high-quality articles that support predefined white paper topics shared by NamNR Pro. Compensation for this task is USD 500 for completing 10 research assignments (estimated time commitment: 1-2 hours per assignment).
 - 6.3.3 *Industry surveys*: students may participate in Industry Changemaker surveys (estimated time commitment 1-2 hrs). Compensation for this task is USD 15 per survey. The maximum number of surveys is determined solely by NamNR Pro.
- 6.4 All works submitted by students will be subject to review by the NamNR Pro publications team, who reserves the right to determine the reimbursement amount, if any, based on the quality of the work, the specific project requirements, and whether the student has paid the full course fee. If the submitted work does not meet NamNR Pro’s requirements, the student may be offered alternative projects or refused reimbursement, at NamNR Pro’s discretion. The course fees must always be paid in full, regardless of the status of the Earn Back Scheme.
- 6.5 Students are to generate a monthly invoice for the activities performed and submit it to NamNR Pro using the Invoicing template provided to them by the company. NamNR Pro pays the amount in 30 days from date of invoice.
- 6.6 Students retain ownership of the copyright for the articles, research, survey contributions, and any other work they create under the Earn Back Scheme. However, they grant NamNR Pro an irrevocable, royalty-free, exclusive, worldwide license to use, reproduce, modify, create derivative works from, distribute, and display such works. Students warrant that all submitted works are original and do not infringe upon the intellectual property rights of any

third party. They also agree to indemnify NamNR Pro against any third-party claims related to copyright infringement or other legal violations arising from the submitted work.

- 6.7 Students participating in the Earn Back Scheme are classified as independent contractors and not employees of NamNR Pro. As such, they are not entitled to employee benefits or protections under applicable employment laws, including but not limited to sick leave, holiday pay, or pension contributions. Additionally, students are solely responsible for their own tax obligations, including income taxes and VAT, as required in their respective jurisdictions.

7. GLOBAL DENTISTS' POOL® SKOOL PLATFORM ACCESS

- 7.1 Upon enrollment in the Premium Dental Advisor Program, each student will become a member of the Global Dentists' Pool® and gain access to the Skool Community platform. Through the platform, students can communicate directly with the admin, course instructor, and their coaches. Access to the platform will be granted within 48 hours of payment confirmation for the Premium Dental Advisor Program course fees.
- 7.2 The course fee for the Premium Dental Advisor Program includes the first 12 months of access to the Global Dentists' Pool® platform. After this initial 12-month period, a monthly fee of USD 25 will be charged, granting members continued access to all additional resources and any future training modules added to the Premium Dental Advisor Program.

8. REFUNDS

- 8.1 All fees are non-refundable, except as expressly stated in these Terms or as required by applicable law. By purchasing or using our services or products on the Website, you acknowledge and agree that all sales are final, and no refunds will be issued.
- 8.2 **As the Website, including all products and services available for purchase, is intended for individuals and businesses engaged in professional, trade, craft, or commercial activities, the right of withdrawal (or cooling-off period) does not apply to any purchases.**

9. CANCELLATION BY NAMNR PRO

- 9.1 We may end these Terms at any time by writing to you if you:
- 9.1.1 fail to meet the entry requirements for the course (including, but not limited to, the discovery by NamNR Pro that you have provided false information, or that your information contains material inaccuracies, fraudulent information or omissions);
 - 9.1.2 fail to make a payment to us when it is due; or
 - 9.1.3 break these Terms in any material way, and where that situation is capable of being corrected, do not correct it within 14 days of NamNR Pro's request.
- 9.2 In the above cases, if we end the contract in advance of the start date, we will refund any money you have paid in advance for the course, but we may deduct from that refund reasonable compensation for the net costs we incur because of ending your contract. If these Terms are terminated after your start date, you will no longer be entitled to access online materials, submit assessments, etc., and may not be eligible for a refund.

10. DATA PROTECTION

NamNR Pro will process your personal data in accordance with data protection legislation and our Privacy Notice, which explains what data we might hold, how we may use it, who we might share it with and the reasons for doing so. By using or accessing our Website, you acknowledge that we may use such data in accordance with our Privacy Notice.

11. COPYRIGHT

NamNR Pro retains all rights, title, and interest in and to all lectures and course materials available on or through our Website and e-Learning Platform, which are protected by applicable copyright laws, unless otherwise specified. These materials may not be shared, sold, copied, recorded, or reproduced by you in any manner or for any purpose without prior authorization.

12. WARRANTIES

- 12.1 Our Website, the e-Learning Platform and any related service, information or documentation are provided "as is", to the fullest extent permitted by law. We hereby disclaim all other conditions, indemnities, guarantees, representations, and warranties arising from law, custom, prior oral or written statements, or otherwise, with respect to the Website and e-Learning Platform and/or any of its components, and any related service or documentation, including, without limitation, the implied warranties of merchantability, fitness for any other use than the intended studying purposes, satisfactory quality and non-infringement of any law or regulation.
- 12.2 We will make all reasonable efforts to deliver the courses via the e-Learning Platform in accordance with the description provided in the Course Curriculum and/or on the Website. However, we do not warrant that: your use of the e-Learning Platform or any part thereof will be uninterrupted or error-free; that all defects will be corrected; or the server that makes our services available is free of viruses or bugs, spyware, Trojan horse or any similar malicious software.
- 12.3 We expect you to take reasonable care to verify that the e-Learning Platform will meet your needs and any specific requirements that you have, and will not be responsible for any failure to do so.
- 12.4 All users are solely responsible for fulfilling any requirements or achieving any objectives for which they have purchased NamNR Pro's services or products. NamNR Pro is not a recruitment agency and does not guarantee employment or job placement as a result of course participation. Enrolling in any course does not automatically lead to your acceptance by any relevant professional body, nor does it guarantee employment or opportunities in your field. We shall not be held responsible for any failure to gain acceptance into your desired profession, inability to meet the requirements for job opportunities, or any other consequences related to your career path or professional development.

13. LIABILITY, LIMITATION OF LIABILITY AND INDEMNIFICATION

- 13.1 Nothing in these Terms shall exclude our liability where it would be unlawful to do so, including but not limited to liability for death or personal injury caused by our negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

- 13.2 Except as set out in these Terms, we shall not be responsible for losses that result from your failure to comply with these Terms, including, but not limited to, the following categories:
- 13.2.1 unforeseeable losses; loss or damage is foreseeable if either it is obvious that it will happen or, at the time the contract was made, both you and NamNR Pro knew it might happen;
 - 13.2.2 wasted expenditure;
 - 13.2.3 loss of income or revenue (including loss of employment opportunities);
 - 13.2.4 loss of business;
 - 13.2.5 loss of property;
 - 13.2.6 loss of anticipated savings; or
 - 13.2.7 loss or corruption of data.
- 13.3 Our total cumulative liability for any losses or damages suffered or caused due to or in connection with any agreement concluded under these Terms or the use or performance of the e-Learning Platform or related services shall, in any case, not exceed the total amount of fees actually paid or due to be paid by the respective user for the course.
- 13.4 You hereby agree to defend, indemnify, and hold us and our agents, employees, officers, directors, successors, and assignors harmless from and against any loss, damage, liability, claim, demand, or expense, including reasonable attorneys' fees and expenses, asserted by any third party or entity due to or arising out of:
- 13.4.1 your use of the e-Learning Platform;
 - 13.4.2 your breach of these Terms;
 - 13.4.3 any breach of user's representations and warranties under these Terms;
 - 13.4.4 your violation of the rights of a third party, including, without limitation, all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action whatsoever; and/or
 - 13.4.5 any other harmful act toward us or any user of the e-Learning Platform.

14. **THIRD-PARTY LINKS**

We may enable links to third-party websites ("**Third-Party Websites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**") on our Website and/or via the e-Learning platform. These Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness or completeness, and we are not responsible for any Third-Party Websites accessed through the Website or any Third-Party Content posted on, available through, or installed from the Website. If you decide to access Third-Party Websites or use or install any Third-Party Content, you do so at your own risk, and you should be aware that these Terms do not govern such access.

15. GENERAL

- 15.1 These Terms, which may be amended from time to time, constitute the entire agreement between you and NamNR Pro. They supersede all previous agreements, representations, and arrangements between us (whether written or oral), except for the Privacy Notice.
- 15.2 Communications between you and NamNR Pro may occur electronically, including through notices posted on the Website or emails sent to you. For contractual purposes, you (a) consent to receiving communications from us in electronic form; and (b) agree that all terms, conditions, agreements, notices, disclosures, and other communications we provide to you electronically will be considered as satisfying any requirement for written communication. This does not affect your statutory rights.
- 15.3 If required by applicable law or if we make material changes to these Terms, we will notify you. If you object to any changes, you must stop using the services provided under these Terms. Your continued use of the services after we publish or send notice of the changes indicates your acceptance of the updated Terms, which will take effect on the specified date. Changes will be posted here with a new 'Last Updated' date. Please review these Terms regularly to stay informed.
- 15.4 If, for any reason, any of the Terms are declared illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, that term shall be severed and deleted from these Terms. The remaining provisions will continue in full force and effect and remain binding and enforceable.
- 15.5 We may engage subcontractors to exercise our rights and fulfill our obligations under these Terms. However, we remain responsible for their compliance with these Terms and for the overall performance of our obligations.
- 15.6 No failure or delay in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of the right or the exercise of any other right, power or privilege.
- 15.7 You may not assign this agreement or any of your rights or obligations hereunder. We may assign or transfer our rights and obligations under this agreement to any third party, including but not limited to affiliates or subcontractors, without your consent.
- 15.8 These Terms and their interpretation shall be governed by the laws of Switzerland, excluding its conflict of laws provisions. You further agree to submit any disputes to the exclusive jurisdiction of the courts in Lausanne, Switzerland.