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General Provisions

Applicability and amendments to these general terms and conditions

These general terms and conditions apply to the dental care provided on the basis of a treatment agreement at one of the dental practices of Colosseum Dental Benelux. For an overview of all dental practices that form part of Colosseum Dental Benelux, please refer to: www.colosseumdental.nl/praktijken/

These general terms and conditions form part of the treatment agreement between the client of a treatment and the dental practice, and are made available for inspection upon entering into the treatment agreement. These general terms and conditions can also be found on the dental practice's website.

The dental practice is free to amend these general terms and conditions at any time and to publish the amended version on the website. The website also indicates when the most recent amendment to these general terms and conditions took place.

When treatment is undertaken, the most recent version of these general terms and conditions applies to the treatment. We therefore advise you to always review the latest version of these general terms and conditions before undergoing treatment.

Article 1. Our approach

The dental practice does its utmost to treat patients to their full satisfaction and to make their visit as pleasant as possible. To achieve this, the dental practice also requires your cooperation. To give you a better understanding of how the dental practice operates and the rules it follows, and to ensure the appropriate quality of care, the dental practice is pleased to explain its working methods.

Article 2. The treatment agreement

When a (legally valid) request for dental treatment of a patient is submitted to the dental practice and this request is accepted by the dental practice, a treatment agreement is thereby established between the client and the dental practice. In most cases, the patient will be the client, and a treatment agreement is therefore formed between the patient and the dental practice.

Children under 16

However, in the case of children under the age of 16, the treatment agreement is formed between the child's legal representatives who give the instruction for treatment (usually the parents with parental authority) and the dental practice. When a child is 16 years of age or older, they enter into a treatment agreement with the dental practice in their own name and on their own initiative.

(Legal) representation

It may also be the case that a patient aged 16 or over is not independently authorised to instruct the dental practice to provide dental treatment. Consider, for example, a situation where a legal representative (guardian or mentor) has been appointed to make such decisions. If this is the case, the patient or their legal representative must immediately inform the dental practice and provide proof of the legal representative's appointment.

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In such cases, if the patient wishes to instruct the dental practice to carry out dental treatment, this must always be done via the legal representative.

Article 3. The first visit

During the first visit, the patient meets their dentist. The dentist gets to know the patient and assesses the condition of their teeth. If necessary, a few X-rays will be taken. This allows the dental practice to gain an understanding of the condition of the teeth and provide the best possible advice. The costs for this appointment may vary, but are in accordance with the nationally applicable statutory rates.

Article 4. Personal details, health status, medication use and self-care

It is important that the patient (and, where applicable, their representative) brings proof of identity and details of their health insurer, so that this information is correctly recorded in the patient database.

In order to ensure the proper performance of the treatment agreement, the patient is obliged to provide the dental practice with information to the best of their knowledge and to cooperate, including in response to the practice's questions.

At the first visit, the dental practice will ask the patient to complete a health questionnaire (medical history form). The dental practice would also appreciate receiving the patient's records from their previous dentist. This will enable the dental practice to gain a clear picture of the patient's health situation, allowing them to tailor the treatment accordingly.

If there are any changes to your address details, telephone number(s), email address, insurance details or family situation, please do let the dental practice know. You can use the change form on the website for this purpose, or you can send the dental practice an email.

Naturally, the dental practice would also like to be informed of any changes to the patient's health and/or medication use. This includes, for example, pregnancy. It is very important that the dentist is aware of the patient's health and medication use so that these factors can be taken into account.

Naturally, the dental practice also expects the patient to take reasonable care of their own health, as well as to adhere to the treatment plan agreed with the dental practice and to keep their appointments.

In the event of medical questions, problems or pain, we always recommend that you contact your dental practice, your GP or another qualified healthcare professional.

Article 5. Appointments

To ensure sufficient time for each patient, the dental practice operates on an appointment-only basis. If you do not have an appointment but wish to be treated immediately, there is a chance that the dental practice will have to turn you away.

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You can easily make an appointment with the receptionist, by telephone or by filling in the appointment form on the website. The receptionists will be happy to help you schedule an appointment at a time that suits you.

In the event of repeated or systematic failure to attend appointments or cancelling at short notice, the dental practice reserves the right to terminate the treatment agreement on serious grounds. In such cases, the dental practice will first issue you with a final written warning.

Article 6. Treatment

The clinical assistants are trained to prepare treatments, which are then carried out by the dentists. The assistants are also trained to perform certain dental procedures independently. All clinical and preventive treatments carried out independently by the assistants take place under the supervision of the treating dentist. The dentist is responsible for the assistants. It may happen that a patient is not always treated by the same healthcare provider. Although the dental practice strives to ensure that a patient is always treated by the same healthcare provider, exceptions may be made.

Article 7. Termination of the treatment agreement/treatment relationship

The client is entitled at all times to terminate the treatment agreement with the dental practice at any time.

The dental practice, in turn, has the right to terminate the treatment agreement with a client on the basis of compelling reasons. Repeated or serious breaches/non-compliance with these general terms and conditions (and in particular the house rules and/or payment terms) by the client (and/or patient) may be regarded as a compelling reason. Unless this cannot reasonably be expected of the dental practice in a specific situation, the dental practice will first issue a warning before actually proceeding to terminate the treatment relationship.

Article 8. Liability

Dentistry is a medical profession. It involves treatments that may have different outcomes for each individual. In carrying out treatments, the dental practice has no obligation to achieve a specific result but rather an obligation to use its best endeavours. In doing so, the dental practice exercises the care expected of a competent practitioner and acts in accordance with the responsibility incumbent upon it, as derived from the applicable professional standards and the guidelines of the professional body.

Despite the utmost care taken by the practitioners, the outcome of a treatment can never be predicted with complete certainty. As far as possible and in accordance with professional practice, the dental practice will inform you of the risks in advance. The dental practice also provides information on certain treatments via its website, and you are advised to carefully read the relevant information on the website – where available – before undergoing a specific treatment.

Despite the care and attention paid to the compilation of the information channels, and in particular the website, inaccuracies may occur. No rights or claims may be derived in any way from the information provided via these information channels. Furthermore, the information may be amended without prior notice or obligation. The dental practice excludes all liability for any direct or indirect damage, of whatever nature, arising from or in any way related to the use of this information.

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Article 9. Miscellaneous

The legal relationship between the client and the dental practice is governed by Dutch law. Disputes shall be settled exclusively by the competent Dutch court.

The headings above the various articles in the general terms and conditions are purely informative in nature and do not affect the interpretation or meaning of the articles.

If any provision of these general terms and conditions is void or voidable, this shall not affect the validity of the remaining provisions. The parties shall agree on a provision in its place that best reflects the original intention, to the extent permitted by law.

INDEX

The following documents containing **Specific Terms and Conditions** form a single whole with this **General Part**, and together these documents constitute the complete set of general terms and conditions of the dental practice:

Specific Terms and Conditions:

1. **House Rules**
2. **Terms of Payment**
3. **Complaints Procedure**
4. **Warranty Policy**
5. **Privacy Statement**

In the event of any conflict between provisions in the General Section of these General Terms and Conditions and one or more provisions in the Specific Terms and Conditions, the provisions in the Specific Terms and Conditions shall prevail.

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1. House Rules

To make contact with or a visit to the dental practice as safe and pleasant as possible, the dental practice has a number of house rules. By contacting the dental practice or visiting the dental practice, you accept these house rules and are obliged to comply with them. These house rules apply both to the dental practice (across the entire premises of our dental practice, including the car park) and to the organisations affiliated with it.

These are the house rules:

1. Within the dental practice, everyone is treated with respect. Discrimination is not permitted. As a patient and/or visitor, you can expect to be treated correctly by the staff. The reverse naturally applies as well.
2. Possession of weapons, theft, vandalism, physical and verbal abuse, and (sexual) harassment are not permitted in the Netherlands and therefore not permitted at the dental practice. Any breaches will be reported to the police, and offenders will be handed over to the police. In all cases, the costs incurred will be recovered from the offender. If you witness an unsafe situation, please report this to reception or to one of the staff members.
3. Smoking is prohibited within the dental practice and associated buildings. This also applies to the use of electronic cigarettes.
4. The use of and/or being under the influence of drugs and/or alcohol within the dental practice is not permitted.
5. You are not permitted to bring animals to the dental practice. Naturally, you may bring an assistance dog if necessary.
6. Would you like to take a photograph, film or make an audio recording of a treatment, the staff and/or the patients? This is only permitted if you have obtained written consent from the person(s) concerned. You must also obtain written consent from the person concerned regarding the manner and duration of use of these recordings. You are asked, and if necessary required, to respect the privacy of patients and staff, with particular emphasis on social media.
7. In accordance with our conduct policy and in order to ensure the provision of good care, it is not permitted to wear clothing that covers the face within the dental practice. This includes, for example, balaclavas, burqas, niqabs and full-face helmets.
8. If staff are not present or the dental practice is closed, the answering machine will always state the name of the locum dentist on duty whom you can contact. You can, of course, also check the practice website. If you call during a break, you should naturally not ring the locum dentist. Therefore, please always listen carefully to the answering machine.
9. You are requested to keep an eye on your belongings yourself. The dental practice is not liable for damage, theft and/or loss of your belongings. You are advised not to leave your belongings

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unattended.

Breaching the rules or failing to follow instructions may result in a warning, refusal of access to the dental practice and/or termination of the treatment agreement. If you have already received a warning and nevertheless breach the house rules again, the dental practice reserves the right to terminate the treatment agreement with immediate effect. In the event of a breach of Article 2, Article 4 or Article 6, the dental practice may terminate the treatment agreement immediately without prior warning.

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2. Terms of payment

If you undergo treatment at the dental practice, the dental practice will charge you for this. In doing so, the dental practice applies the following payment terms and procedure.

Article 1. Cost estimate/quote

To ensure you do not face any unpleasant surprises, you will receive a written cost estimate/quote in advance for treatments costing more than €250. This is an estimate of the expected costs for the treatment in question and is based on the practitioner's assessment. For treatments costing less than €250, the dental practice will not draw up a cost estimate/quote in advance. If, in such cases, you would still like to get an idea of the expected costs, you must ask your dental practice yourself for an estimate/indication. We would like to expressly point out that, in certain cases, a consultation to draw up a quotation may also incur costs, which the dental practice will charge you in accordance with the applicable rates.

Using the cost estimate/quote, you can contact your health insurer to check (using the treatment code(s)) whether the costs will be reimbursed in full or in part by your health insurer. It is your own responsibility to clarify this in advance. Please bear in mind (where applicable) the amount of your (remaining) excess (eigen risico). In some cases, dental costs not covered by your health insurance may also be tax-deductible. For further information on this, please refer to the website of the Dutch Tax and Customs Administration (Belastingdienst) or your tax adviser.

Although the cost estimate provides the best possible indication of the expected costs, no rights can be derived from it and the final bill may differ, either upwards or downwards:

- For example, unexpected complications may arise during treatment, or additional work may unexpectedly be required to achieve a satisfactory outcome for a dental problem.
- In addition, the dental practice applies the rates for dental treatment procedures set annually by the Dutch Healthcare Authority (NZa). These rates are set by law, are the same for everyone, and change annually on 1 January. As a result, the dental practice may charge different (higher or lower) treatment rates during a course of treatment (which spans the turn of the year) than originally estimated.
- The dental practice may also charge technical costs. These costs are determined by the laboratory from which the technical work is sourced and are passed on by the dental practice on a one-to-one basis, without any mark-up. These rates are also indexed annually by the laboratory on 1 January. As a result, different (higher or lower) rates may apply to these costs during a course of treatment (which spans the turn of the year) than originally estimated.

In the case of cosmetic treatments, different (unregulated) fee agreements may apply.

The estimated duration of orthodontic treatment is for information purposes only and no rights can be derived from it.

The patient will be informed in the event of complications during treatment, and also if the cost estimate/quote is exceeded by more than 15%. In that case, the dental practice will consult with the patient to discuss the next steps.

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Article 2. Advance payment

The dental practice may choose to stipulate, for certain treatments—for example, where treatment is carried out under anaesthesia, in the case of orthodontic treatments, or for more extensive/costly treatment programmes—that (part of) the costs must be paid in advance. If this is the case, the dental practice will agree this with you in writing.

The dental practice may also reasonably impose the condition of advance payment in other situations, for example where there is an outstanding balance for previous treatments.

Article 3. Payment

The costs of treatment, including the costs of technical work and materials, will be invoiced to and are payable by the individual with whom the dental practice has entered into the treatment agreement. This applies even if these costs can be claimed in full or in part from a health insurer and/or are reimbursed in some other way.

For the sake of completeness, the dental practice points out that this means that, in the case of treatment of a patient under the age of 16, the representative who enters into the treatment agreement with the dental practice on behalf of this patient is also liable for the costs to the dental practice.

If a patient is 16 or 17 years old, they will enter into the treatment agreement with the dental practice themselves, and will also be liable to pay the costs of their treatment to the dental practice themselves. However, as a rule, this patient will remain covered by the health insurance of their legal representative (often the parents) until they reach the age of 18.

If your health insurer reimburses part of your bill, this will be clearly stated on the bill. You are responsible for paying the remaining amount. Do you have a question about the amount of the reimbursement on your bill? Please contact your health insurer.

To process a payment, the dental practice will send the invoice by email. If preferred, you may also arrange with the dental practice to collect the invoice from the practice. In that case, you must present valid proof of identity. If, despite these options, you still wish to receive the invoice by post, the dental practice will charge a surcharge of €1.95 per invoice sent.

Article 4. Late payment/default

The dental practice applies a payment term of 14 days from the invoice date. This term also applies if you have the invoice paid directly by your health insurer.

The dental practice reserves the right, where possible, to submit the invoice in full or in part directly to your health insurer. In such cases, your health insurer may subsequently settle the co-payment (eigen bijdrage) directly with you. Should this not be the case, the dental practice will charge you for this co-payment.

If you have not paid the bill within the specified payment term, you will be in default without the need for a further notice of default. As you may, of course, have simply forgotten, you will in that case receive a free reminder requesting that you settle the bill within 15 days of receiving it.

Should payment still not be made within the period specified in the reminder, despite this free reminder, you will owe statutory interest, calculated from the date on which you were in default. In such a case, the dental practice may also decide to take debt collection measures or to engage third

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parties to do so, as a result of which you will be liable for extrajudicial debt collection costs. These are calculated in accordance with the “Decree on compensation for extrajudicial collection costs”, with a minimum of €40. The dental practice may decide to charge a lower amount initially.

If the dental practice can demonstrate that higher or other costs had to be incurred, which are reasonably necessary to obtain full payment from you both in and out of court, then these costs will also be charged to you.

The dental practice may first apply a payment towards the collection costs due, then towards the outstanding interest, and finally (first) towards the invoices that have been outstanding the longest. This also applies if you indicate that the payment relates to a different item or a later invoice.

Please note that your bill must still be paid if you terminate the treatment agreement or register with another healthcare provider. This does not suspend your payment obligation.

If there is a payment arrears or an outstanding bill, the dental practice may stipulate that you must first pay this full outstanding amount before you can receive further treatment. In such cases, the dental practice may also decide to suspend new or further treatment until full payment has been made, or require that such treatment be paid for in advance. Naturally, the dental practice will not do this if the amount or duration of the arrears is minor, or if the (urgent) need for dental treatment precludes such action.

In the event of a repeated or systematic refusal to pay an outstanding bill, despite a payment reminder, the dental practice is entitled to terminate the treatment relationship with you.

Article 5. Payment arrangements

Of course, there may be times when you find it difficult to pay a bill from the dental practice. In such cases, the dental practice is happy to work with you, and you can get in touch to arrange a payment plan.

Article 6. Cancelling an appointment

If you are unable to attend an appointment, you must cancel or reschedule it in good time:

- For our regular dental practices, you must cancel an appointment **at least 24 hours in advance**.
- Please note, however, that for our referral practices, you must cancel an appointment **at least 48 hours in advance**. This is because these referral practices schedule longer and more expensive treatments, which cannot easily be rescheduled at very short notice. Our referral practices are:
 - o KvPA
 - o TEC Alkmaar
 - o CPI Den Helder
 - o Periodontology Clinic The Hague
 - o TPP Bernhardplein

If you do not cancel or reschedule your appointment in good time (at least 24/48 hours in advance), or if you fail to attend or arrive late, the dental practice/referring practice is entitled to charge you for the time reserved for you. This will be a reasonable percentage (0–100) of the cost of the planned treatment, with a minimum charge of 30 euros.

The fact that the dental practice helps to remind you of your appointment is an additional service. If, contrary to expectations, you have not received this reminder, this does not mean that the appointment has been cancelled. You remain responsible for ensuring that you arrive at your appointment on time.

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It may also happen that an appointment is cancelled or rescheduled by the dental practice itself, or that an appointment starts later than the agreed time. The dental practice will only cancel or reschedule an appointment if this is necessary because, due to circumstances, treatment on the original day and/or at the original time is not advisable or technically feasible. The dental practice will, of course, try to avoid this as much as possible. Should this nevertheless occur, the patient shall not be entitled to compensation.

Article 7. Guardianship/Curatorship

If the patient is under guardianship or curatorship, or comes to be under guardianship or curatorship at any time, the patient is obliged to inform the dental practice of this immediately. By extension, an appointed guardian or curator is also obliged to inform the dental practice in writing immediately after their appointment regarding a patient undergoing treatment at the dental practice, providing supporting documentation.

Should this notification of placement under guardianship or curatorship not be provided (in a timely manner), the dental practice reserves the right to recover all damages suffered as a result (including any missed payments for treatments already carried out) from the patient (placed under guardianship or curatorship) on the grounds of non-performance or breach of contract.

Article 8. Use of third-party services

The dental practice processes its own invoices and may use the services of third parties for this purpose. For example, the dental practice uses the services of software provider and processor Payt B.V. for its billing and reminder process.

3. Complaints procedure

All the dental care providers at the dental practice do their utmost to treat you to your complete satisfaction. Nevertheless, it may happen that you are not satisfied. The dental practice would greatly appreciate it if you would inform the dental practice of any complaints regarding the treatment or the way in which you have been treated. You can use the complaints form (available on the dental practice's website or at reception).

The dental practice has a three-stage complaints procedure:

Step 1 Complaints handling at your practice

If you have a complaint, you should first raise it with your dental practice. The Practice Manager will act as the dental practice's complaints officer and will endeavour to resolve your complaint to your satisfaction in consultation with you and the practitioner.

Step 2 Complaint handling by the Central Complaints Committee

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If you have completed step 1 and this has not led to a resolution of your complaint, you may submit your complaint via step 2 to the dental practice's Central Complaints Committee. To do so, you can contact the complaints committee via klacht@colosseumdental.nl. You must, however, first have completed step 1 and submitted your complaint to the dental practice for handling.

In such cases, the complaints coordinator of the Central Complaints Committee will act as a mediator and, together with the practitioner at the dental practice, will attempt to resolve the issue. This independent facilitator is committed to ensuring that complaints are dealt with effectively and promptly. The Complaints Coordinator will – where necessary, together with the complaints team – assess the complaint and – if the complaint is deemed (partially) justified – attempt to mediate a solution.

When handling the complaint, the Complaints Coordinator may be supported by two legal experts and/or two consulting dentists (independent specialist advisers who were not involved in the treatment in question), who are also part of the complaints team, in order to jointly reach a sound judgement on your complaint and a possible solution.

If the mediation by the Complaints Coordinator is successful, the outcome will be set out in writing and sent to you. If the mediation is unsuccessful and/or the complaint is declared unfounded, the Complaints Coordinator will provide you with a reasoned response.

Step 3 External dispute resolution body

If you have completed steps 1 and 2 regarding your complaint and are nevertheless dissatisfied with the outcome, you may, via step 3, refer the matter to the external dispute resolution body to which your dental practice is affiliated. This is Stichting Zorggeschil:

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Contactpersonen

Stichting Zorggeschil
Postbus 132
8430 AC Oosterwolde

085-273 32 19
Stichting Zorggeschil

06 125 830 75
Ambtelijk secretaris Geschilleninstantie Zorggeschil
ambtelijksecretaris@zorggeschil.nl

9.00 tot 17.00 uur (ma t/m vr)

info@zorggeschil.nl

www.zorggeschil.nl

9.00 to 17.00 (Mon–Fri)

Once you bring your complaint to the attention of this body, it is no longer considered a complaint but an official dispute. In that case, the dispute resolution body will handle the complaint and issue a binding ruling based on hearing both sides of the argument. The “Regulations of the Stichting Zorggeschil Dispute Resolution Body” published on the Stichting Zorggeschil website apply in this regard.

As steps 1 and 2 have not led to a resolution in this case, there is likely to be a difference of opinion regarding your complaint between you and the dental practice. In that case, the dental practice reserves the right to recover from you the legal (solicitor’s) costs it incurs in defending its rights through the external dispute resolution body.

Self-employed healthcare providers and independent complaint handling

In the field of oral healthcare, and within dental practices in particular, it is common practice to engage healthcare providers on a self-employed basis to carry out treatments on behalf of the dental practice. In such cases, it is agreed between the dental practice and the self-employed healthcare provider that the latter is solely responsible for any complaints patients may have regarding the work carried out by that self-employed healthcare provider.

Should you therefore have a complaint about the work of one of the self-employed healthcare providers, it may be the case that, by mutual agreement between the dental practice and the self-employed healthcare provider, it is agreed that the self-employed healthcare provider will handle your complaint independently and in their own name (possibly also in consultation with their own liability insurer). If this is the case, the dental practice will contact you further, and your complaint will be handled by this self-employed healthcare provider themselves (rather than the dental practice).

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4. Guarantee Scheme

The dental practice strives to provide you with the highest possible quality of care. That is why the dental practice offers you a clear guarantee scheme, under which you can expect the following from the dental practice:

1. The dental practice carries out all treatments in accordance with the standards applicable within the profession.
2. In particular, with regard to infection prevention, the layout of the practice and its processes, staff training and radiation guidelines for X-ray equipment, the dental practice complies with all legal requirements and guidelines.
3. The dental practice offers a warranty period for certain treatments/materials; you can find more information below:

Five-year guarantee on:

- Crowns and bridges
- Implants

If treatment under warranty is required within one year of placement, 100% of the costs of re-treatment will be reimbursed. The warranty amount decreases by 20% annually.

Warranty schedule:

- Within one year of placement 100%
- Within 1–2 years of placement 80%
- Within 2–3 years of placement 60%
- Within 3–4 years of placement 40%
- Within 4–5 years of placement 20%
- After 5 years 0%

One-year warranty on:

- Fillings
- Dentures
- Splints

Within the specified warranty period, you may return to the dental practice regarding work carried out or materials used, and the dental practice will assess whether these qualify for (partially) free repair. In making this assessment, the dental practice will take into account whether there has been normal maintenance and normal use, a sufficient degree of self-care and regular visits to the dentist. It will also be checked whether any alterations have been made (whether or not by third parties).

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5. Your privacy

Our privacy statement

Below you will find the dental practice's privacy statement. Here you can read what personal data we process about you and why we do so. We respect your privacy and do everything we can to protect your personal data in accordance with applicable privacy laws and regulations.

The privacy statement applies to all personal data that our practice collects and processes as the data controller. We process personal data, among other things, when you are receiving treatment from us, when you visit our website, when you fill in a form on our website, or when you provide us with information during telephone calls and email correspondence.

When does this privacy statement apply

This privacy statement applies to all personal data that we collect and process from you as the data controller.

Contact

If you have any further questions after reading this privacy statement, please contact the Data Protection Officer via privacy@colosseumdental.nl

What data do we process and why?

1. Provision of dental care

If you are undergoing treatment with us, we are legally obliged to keep a medical record of you in which we note the relevant details relating to your treatment. To this end, when you visit us for an initial consultation or treatment, we ask you for various details such as your name and address, your date of birth, your health insurance details and medical information. We will also ask to see your ID to ensure it is you. We do not keep a copy of this. Finally, we are legally obliged to register your citizen service number (BSN) and use it to ensure safe and appropriate care provision. In addition, we process your date of birth, first name and surname for the purpose of sending appointment reminders and notifications via email, telephone or SMS/App. To improve the dental care we provide, we use anonymised data from our patient records.

We do not retain this data for longer than is necessary for the purpose for which we collected and recorded it. Where there is a statutory retention obligation or a retention period based on professional or ethical rules, we adhere to those periods. For the retention of medical data, for example, we apply the statutory retention period of 20 years in accordance with the Medical Treatment Agreement Act.

2. Payment for the dental care provided

For the payment of our invoices, we process, among other things, your name and address details, payment details, invoice details and bank account number in our customer records. We do not retain this data for longer than is necessary for the purpose for which we have collected and recorded it. If

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there is a statutory retention obligation or a retention period based on professional or ethical rules, we will comply with those periods.

For the payment of invoices, we work with, and use the services of, software provider and processor Payt (Payt B.V.), which processes financial and administrative data on our behalf.

3. Quality of care provision and complaint handling

To guarantee the quality and safety of our healthcare provision, we have established certain processes and (control) systems for which, in some cases, we require personal data on a random basis to carry out these processes and (control) systems and to keep them up to date and correctly configured. In addition, we have outsourced the management of needle stick injuries to Vaccinatiezorg, for which we may also need to share personal data of those involved where necessary. Part of our quality management system is a patient satisfaction and experience survey intended for internal quality improvement. You are free to choose whether or not to participate in this.

If you submit a complaint about our care provision, this complaint will be handled by an internal complaints officer and (to the extent necessary for the handling of the complaint) any affiliated specialists. For this purpose, we process your name and address details, email address, telephone number and all other personal data that you provide to us and that are necessary for the handling of your complaint. We do not retain this data for longer than is necessary for the purpose for which we collected and recorded it. If there is a statutory retention obligation or a retention period based on professional or ethical rules, we will adhere to those periods.

For quality assurance purposes and/or to assess the functioning of the quality system, periodic inspections are carried out at the practice / the practice is periodically visited by a certifying body. The inspector/auditor from the certifying body hereby requests access to certain patient records held at the practice. Prior consent for the inspector/external auditor from the certifying body to inspect these records is sought via a consent form. The signed form is stored in the patient record. The inspector/external auditor is granted access only to those records for which written consent has been obtained.

4. Compliance with legal obligations

We are sometimes legally obliged to disclose the personal data we collect and store to third parties for the purpose of providing our services, such as to health insurers, the Dutch Healthcare Authority (NZa), the Healthcare Inspectorate (IGZ), the police and judicial authorities, or the FIOD-ECD. We will never disclose data unless we are required to do so by law.

This includes, for example, access to medical records by health insurers where necessary for the implementation of the Health Insurance Act, or the IGZ requesting access to patient records as part of its supervisory role, even without the patient's consent. In some cases, we are legally obliged to provide personal data of care providers and patient data to the NZa and the FIOD-ECD.

5. Use and improvement of our website

When you visit our website, we process your technical data in order to provide the functionalities of our website. This data enables us to manage and improve the website. For example, we can resolve

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technical faults or improve availability. We use cookies to ensure that you can find information on our website quickly and easily. For more information on this, please refer to our Cookie Statement.

For the above purpose, we process technical data, such as your device's IP address, the web page visited and the duration of a visit or session. We do not retain this data for longer than is necessary for the purpose for which we collected and recorded it. If there is a legal retention obligation or a retention period based on professional or conduct rules, we will comply with those periods.

6. Marketing and business development

To maintain and expand our customer base, we may contact you with information or invitations relevant to you. We also do this to maintain our relationships with our partners, suppliers and other contacts. You can also sign up for our newsletter on our website.

For these purposes, we process your name, address, email address and telephone number. We do not retain this data for longer than is necessary for the purpose for which we collected and recorded it. You can unsubscribe from our newsletter at any time via the link at the bottom of the newsletter. Where there is a legal retention obligation or a retention period based on professional or conduct rules, we will comply with those periods.

7. Job applications and recruitment

We process your personal data in order to handle your job application or your registration for one of our recruitment activities.

In the case of a job application or recruitment activity, we process your name and address details, contact details and all other personal data that you provide to us and that are necessary for the job application or recruitment activity. We retain the personal data for a maximum of four weeks after the end of the application process, unless you have given consent for us to store your personal data for longer. In that case, we retain your data for a maximum of 13 months. If there is a statutory retention obligation or a retention period based on professional or ethical rules, we will adhere to those periods.

8. Security

CCTV footage may be recorded at the entrance and/or inside the premises for your and our safety. This footage is retained for a maximum of 4 weeks. Unless an incident occurs, in which case the footage is retained until the incident has been resolved.

Legal basis for processing

We may only process your personal data if there is a legal basis for doing so. The processing described above takes place on the basis of one of the following legal grounds: for the performance of a contract, due to a legal obligation, with your consent, or on the basis of a legitimate interest.

Parties involved in the processing of your personal data

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Our employees

Our employees are bound by a contractual duty of confidentiality that applies to all personal data they become aware of. This duty of confidentiality also applies to temporary staff, self-employed contractors and agency workers. Employees only have access to data to the extent necessary for the performance of their duties.

Third parties

We may need to use third parties (or their services) for the processing of your personal data, either in whole or in part. This includes suppliers of certain (cloud) software or IT systems, or consultants we engage for certain processes. If these third parties have access to personal data whilst carrying out their tasks, we have put in place the necessary contractual arrangements to ensure that your data is treated confidentially and is not processed for any purposes other than those for which you provided it to us.

Security of your personal data

We do everything in our power to prevent misuse, loss, unauthorised access, unwanted disclosure and unauthorised alteration of your personal data. To this end, we have implemented a range of technical and organisational measures.

For example, all employees who process or access personal data are bound by a duty of confidentiality; we have an information security policy in place; we have entered into data processing agreements with our data processors; we operate in a secure IT environment; and we have a data breach protocol in place.

Your rights regarding the processing of your personal data

You have the right to access the personal data we process. You have the right to have your personal data amended or even deleted if the data is no longer accurate, or if the processing is no longer justified. Under certain circumstances, you may also restrict the processing, request that we transfer your data, or object to the processing. We will assess whether we can comply with your request in accordance with the law. Finally, you have the right to lodge a complaint with the Dutch Data Protection Authority.

You will receive a response from us within a maximum of 4 weeks of receiving your request. There may be instances where we are unable to comply with your request; in such cases, we will clearly explain why we are unable to do so.

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COOKIES

We use cookies for the following purpose:

- To ensure that our websites function properly and to ensure that you have an optimal user experience.
- To gain insight into the number of visitors to our site and the pages they view.
- To enable the integration of social media on the website.
- To generate adverts tailored to your needs.

What is a cookie?

A cookie is a simple small file that is sent along with pages from this website and stored by your browser on your computer's hard drive. The information stored therein can be sent back to our servers on a subsequent visit.

Use of persistent cookies

A persistent cookie allows us to recognise you when you visit our website again. This enables the website to be tailored to your preferences. Even if you have given your consent to the use of cookies, we can remember this via a cookie. This means you do not have to keep repeating your preferences, saving you time and making your experience of our website more enjoyable. You can delete persistent cookies via your browser settings.

Use of session cookies

Using a session cookie, we can see which parts of the website you have viewed during this visit. This allows us to tailor our service as closely as possible to the browsing behaviour of our visitors. These cookies are automatically deleted as soon as you close your web browser.

Tracking cookies from our advertisers

By continuing to browse our website, you consent to the placement of 'tracking cookies' on your device. Advertisers use these cookies to track which pages you visit within their network, in order to build a profile of your online browsing behaviour. This profile is partly built up based on similar information they obtain from your visits to other websites within their network. This profile is not linked to your name, address, email address or similar details as known to us, but serves solely to tailor advertisements to your profile so that they are as relevant to you as possible.

Google Analytics

A cookie from Google is placed via our website as part of the 'Analytics' service. We use this service to track and receive reports on how visitors use the website. Google may provide this information to third parties if Google is legally obliged to do so, or insofar as third parties process the information on Google's behalf. We have no influence over this. We have not authorised Google to use the analytical information obtained for other Google services.

The information collected by Google is anonymised as far as possible. Your IP address is expressly not included. The information is transferred to and stored by Google on servers in the United States. Google adheres to the Safe Harbor principles and is a member of the US

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Department of Commerce's Safe Harbor programme. This means that an adequate level of protection is in place for the processing of any personal data.

Right to access, correct or delete your data

You have the right to request access to, and the correction or deletion of, your data. You can submit your request via the [contact form](#). To prevent misuse, we may ask you to provide adequate proof of your identity. When requesting access to personal data linked to a cookie, you must include a copy of the cookie in question. You can find this in your browser settings.

Enabling, disabling and deleting cookies

Further information on enabling, disabling and deleting cookies can be found in the instructions and/or via your browser's Help function.

More information about cookies?

You can find more information about cookies on the following websites:

www.cookierecht.nl

Consumentenbond: ["What are cookies?"](#)

Consumentenbond: ["Deleting cookies"](#)