

General Terms and Conditions

Terms and Conditions (T&C)

Please read our Terms and Conditions carefully, and only use our services if you agree with all points and consider them binding upon yourself. If you have any questions regarding the ordering or delivery processes, we are available at the contact details provided!

I. The Service Provider

1. Company name of the Service Provider: Dr. Zita Noémi Szabó, sole proprietor.
Short name of the Service Provider: Dr. Zita Noémi Szabó e.v.
2. Registered office of the Service Provider: 1132 Budapest, Visegrádi Street 17, 4th floor, Apt. 3A
3. Tax number of the Service Provider: 48663832-1-41
4. Company registration number of the Service Provider: 5877 1954
5. Court of Registration: Company Court of Pest County
6. Contract language: Hungarian
7. Electronic customer service: sparqlet@gmail.com

II. The Customer

1. Any natural person who places an order for a SPARQLET smile-jewelry product.
By placing the order, the Customer acknowledges that:
 - they are at least 18 years old and legally competent, and
 - they are placing the order in their own name, providing accurate personal details and contact information.

III. The Product

1. A custom, premium-quality removable jewelry piece, designed to be placed in a specific gap between adjacent teeth.

IV. Use of the Service

1. Orders can only be placed in person during a pre-scheduled consultation. The Service Provider does not accept orders submitted via other means. Orders are subject to the completion of an order registration form. The Service Provider will also provide information related to the order electronically to the Customer within 7 days of order submission.
2. A written contract is concluded between the Service Provider and the Customer, which will be stored in the Service Provider's electronic system for 3 years.
3. The preliminary design of the Product is carried out during a personal consultation, taking into account the Customer's preferences.
4. Copyright pertaining to the Product is held solely and exclusively by the Service Provider. Therefore, the Customer may not claim copyright or industrial property rights for the Product or any similar creation or design. In particular, the Customer may not register or file the Product as a trademark or design protection; nor may they object to the Service Provider's trademark application or use of the Product as a trademark.
5. Furthermore, the Customer does not have the right to reproduce or distribute the Product.
6. The Product can only be ordered for home delivery or personal pickup.
7. The prices displayed for the Products include the legally mandated VAT. No additional packaging fee is charged.

V. Withdrawal from the Order

1. The Customer may indicate their intention to withdraw from the order via email to the Service Provider within 10 days following the placement of the order.
2. If the withdrawal occurs before the Product is received, the Customer is entitled to a refund of 90% of the amount stated on the advance invoice. The date of receipt is defined as the date of personal pickup or, in the case of delivery, the date the package is received from the courier. This must be verified by the invoice or the receipt provided by the courier.
3. If the withdrawal occurs after receipt of the Product, the intact Product may be returned at the Customer's own expense to the Service Provider's postal address (1132 Budapest, Visegrádi utca 17. 4th floor, 3A), accompanied by the invoice or a copy thereof. Within 14 days, 90% of the purchase price and shipping cost (up to a maximum of HUF 5,000) will be refunded.
4. We are unable to accept packages returned via cash on delivery.
5. If the Customer cannot return the Product to the Service Provider without damage, the Service Provider is not obliged to repurchase the Product or refund any portion of the purchase price.

VI. Warranty and Guarantee

The Seller's warranty and guarantee obligations are governed by the provisions of the Hungarian Civil Code and Government Decree 49/2003 (VII.30.) GKM.

VII. Defective or Damaged Product

If the ordered Product is defective or damaged during shipping, the Service Provider will replace it free of charge. Defects must be reported within 48 hours of receipt. Reports must be submitted via the defect reporting form available on the website. Confirmation of receipt of the report will be sent via email.

The Product must then be returned at the Customer's own expense to the Service Provider's postal address (1132 Budapest, Visegrádi utca 17. 4th floor, 3A) with the invoice or a copy thereof. The shipping cost (up to HUF 5,000) will be refunded within 14 days. The document confirming payment of the shipping cost can be sent electronically to the Service Provider. Refunds of shipping costs can be requested upon providing this proof.

If replacement of the Product is not possible, the Customer may request a price reduction or cancel the purchase.

VIII. Liability

The Service Provider shall not be held liable for any damages resulting from non-fulfillment of an order, delays, suspension of services, or any other financial losses.

The Service Provider shall also not be held liable for the loss of any business or personal information, even if such loss occurs despite reasonable diligence in handling said information.

IX. Payment for the Ordered Product

Upon placing the order, the Service Provider issues a prepayment invoice for the amount corresponding to the price of the product. The receipt of the amount indicated on the prepayment invoice is a prerequisite for the delivery or handover of the product to the Customer. The product will not be delivered without payment of the amount stated on the prepayment invoice.

The final invoice will be included with the product upon delivery to the Customer. The total amount due includes all applicable costs as specified in the order summary and confirmation email. The invoice and the warranty certificate are enclosed in the package containing the product.

Upon delivery, the Customer is required to inspect the package in the presence of the courier. In case of any damage to the product, a damage report must be requested, and the Customer must not accept the package.

The Service Provider also offers the option of personal pickup, subject to prior appointment scheduling. The Customer selects the method of delivery at the time of ordering. In case of personal pickup, the Service Provider will notify the Customer electronically when the product is ready. The Customer must then book an appointment to collect the product.

IX. Data Management

The Service Provider treats all personal data provided by the Customer confidentially and does not disclose it to third parties, except when necessary for order fulfillment. Additionally, such data may be disclosed to authorities only if legally justified and substantiated. The Service Provider retains the data recorded during the ordering process until the Customer requests its deletion. Data provided during newsletter subscription is handled confidentially; an unsubscribe option is available at the bottom of each newsletter, and unsubscription can also be requested through any of the Customer Service contact methods. You may request the deletion or modification of your data at any time in writing at minnaemosolyekszer@gmail.com.

X. Liability

1. The Customer acknowledges that the purchase and use of the Product are undertaken at their own risk.?
2. The Service Provider is not responsible for injuries or damages resulting from improper use of the Product (detailed in the User Manual annex of the General Terms and Conditions).?
3. The Customer is aware of the risks associated with wearing the Product, has been informed about ways to mitigate these risks, and, with this knowledge, requests the creation of the Product at their own responsibility. The potential risks are listed below:?
4. **Risks:**

a. **Periodontal Risks:** After wearing the Product, special attention must be paid to cleaning the interdental spaces. Inadequate cleaning can lead to plaque accumulation between the teeth, causing gum inflammation and, in the long term, gum recession. Attention should also be paid to the duration of wear. When inserted, the Product exerts pressure on the gums, reducing blood circulation in the area. If this pressure persists for too long (exceeding 4 hours), it can cause gum damage and recession, potentially leading to tooth sensitivity.?

b. **Orthodontic Risks:** When inserted, the Product exerts pressure on the adjacent teeth. If this pressure persists for an extended period, it may result in slight tooth movement.?

c. **Conservative Dental Risks:** The Product exerts pressure on the adjacent teeth when inserted. Movement of the Product can have an abrasive effect on the teeth. During design, a primary consideration was ensuring the Product remains stable in place. Movement can be caused by improper sizing or habitual fiddling with the Product. Therefore, it is advisable to ensure the Product is stable and to avoid unnecessary movement. If wear occurs on the teeth, it can cause sensitivity. Such wear can be treated with conservative/prosthetic dental procedures.?

d. **Foreign Body Aspiration or Ingestion:** If the Product is swallowed or enters the airways, seek medical attention immediately! If the swallowed Product reaches the stomach, it will likely pass through the body naturally with stool, typically within 4-7 days, occasionally longer. The Product is designed without sharp edges, but if damaged, it may become sharp. In such cases, it is crucial to visit an emergency department! Swallowing a foreign object can lead to severe complications, including esophagitis, formation of indigestible masses (bezoars) in the esophagus or intestines, acute gastric dilation, perforation of the stomach and/or duodenum, intussusception, enterolith formation, intestinal obstruction (ileus), intestinal ulcer with perforation, bleeding rectal ulcer, acute peritonitis, and gastrointestinal bleeding. Aspiration of a foreign object can cause partial or complete mechanical obstruction of the airways, requiring immediate emergency care.?

e. **Jewelry Breakage:** The Service Provider offers a 3-year warranty on the Product. In case of breakage or damage, the defect report form available on the website must be completed. Upon receipt of the defect report, the Service Provider will notify the Customer via email. The Customer can then return the Product, along with the invoice or its copy, at their own expense to the Service Provider's postal address (1132 Budapest, Visegrádi utca 17. 4th floor, 3A). Within 14 days, the Service Provider will reimburse the shipping cost (up to 5000 HUF). After repair, the Service Provider will return the Product to the Customer via personal pickup or home delivery.?

f. **Galvanic Reaction with Multiple Metals in the Mouth (e.g., fillings):** The Customer is responsible for informing the Service Provider if they have any metal-based dental restorations (e.g., amalgam fillings, gold inlays). A dental professional's opinion may be necessary.?

g. **Mechanical Stress from Improper/Excessive Wear (exceeding 4 hours):** Long-term mechanical stress from improper use can damage tooth material or gums. Improper use may cause enamel wear, leading to sensitivity to hot and cold stimuli. Continuous rubbing of the gums due to improper use can cause gum recession, leading to tooth sensitivity, gum inflammation, and, in severely neglected cases, periodontal disease. To reduce risks, we recommend paying close attention to the recommendations in the user manual and regularly visiting your dentist or dental hygienist.?

h. **Unlisted Health Risks:** The Service Provider is not liable for any health risks not listed above.

XI. Other Provisions

1. The Service Provider is entitled to send newsletters or other promotional emails to the Customer, provided that the user has given prior, clear, explicit, and voluntary consent by providing the appropriate data during registration. The Service Provider is not obliged to verify whether the data provided by the Customer at the time of registration or when giving consent are accurate or correct.
2. The Customer has the right to withdraw their voluntary consent at any time. In this case, the Service Provider will no longer send newsletters or other promotional materials to the Customer and will delete the user's data from the newsletter subscription database.
3. Images displayed of the products may differ from the actual product and may, in certain cases, serve as illustrations.
4. The Service Provider does not assume responsibility for any changes in technical specifications or delivery times due to the supplier or other external factors without prior notice.
5. The Service Provider reserves the right to reject confirmed orders, either partially or in full. Partial fulfillment may only occur after consultation with the Customer.
6. Delivery of the Product is fulfilled by GLS courier service. Packages are delivered according to the courier service's operational

schedule. If delivery fails, the package is returned to the sender. Further arrangements may be made for personal pickup.

7. The Service Provider offers a warranty for the products up to the date specified on the Certificate provided with the jewelry. The cost of sending the product to the warranty service point is borne by the customer. Cash-on-delivery (COD) packages will not be accepted and will be returned to the sender.
 8. The Service Provider adheres to the Code of Ethics of the Association of Hungarian Content Providers.
 9. Consumer complaints are handled in writing, via the email address minnaemosolyekszer@gmail.com.
 10. The Service Provider reserves the right to unilaterally modify and change the provisions of the General Terms and Conditions.
- For any matters not regulated in these General Terms and Conditions, the relevant provisions of the Civil Code shall apply.

Annex No. 1: USER MANUAL

First, remove the packaging from the jewelry!

Open the vial containing the cleaning solution. The vial is labeled "Cleaning Solution." Take the cleaning container out of the jewelry box. Open the container and rinse it thoroughly with clean water, then dry it completely. Next, pour enough of the cleaning solution into the container to fully cover the jewelry when placed inside. The poured solution can be reused for up to 5 cleanings, but the evaporated amount must be replenished before each use. Always ensure that the lid of the cleaning container is closed securely and tightly!

Soak the jewelry for 2 minutes, then remove it from the container. The liquid will evaporate within seconds. The jewelry is now ready for insertion!

Using your fingers or tweezers, place the tooth jewelry between the appropriate teeth. Gently align the jewelry pin at the junction of the tooth and gum, then slowly guide it between the teeth. If you notice any bleeding, consult your dentist or dental hygienist. Gum bleeding during insertion or wearing of the jewelry may indicate gingivitis, which requires dental care.

Once inserted, the jewelry can be worn comfortably for as long as it feels pleasant. However, we recommend removing it after a maximum of 4 hours and allowing the gums to rest for 8 hours.

To remove the jewelry, grasp the edges of the decorative plate using your fingers or tweezers. Then gently pull it out from between the teeth. After removal, clean the jewelry according to the cleaning instructions and store it dry in the jewelry holder.

A healthy oral condition and regular check-ups, along with excellent oral hygiene, are essential for safe usage.

Warning

- Do not wear the smile jewelry if you have periodontal disease, as it may worsen symptoms and accelerate disease progression.
- If you experience any pain, immediately remove the jewelry from between your teeth.
- Remove the jewelry from your mouth before eating.
- Remove the jewelry before sleeping.
- Safe and proper use requires appropriate gum rest and maintaining excellent oral hygiene.
- Smile jewelry should not be worn by individuals under 16 years of age. For those under 18 or under guardianship, the guardian's consent is required.
- Do not place any objects or foreign items in your mouth while wearing the jewelry, as interactions may cause injuries or damage.
- Do not wear the jewelry under the influence of alcohol.
- Changes in the teeth (position, size, condition) or gum due to natural or external factors may alter the space between teeth, which could compromise the jewelry's stability. If the jewelry is unstable, wearing it is not recommended.

Recommended usage may vary individually depending on personal characteristics, habits, or health conditions.