

TERMS AND CONDITIONS OF USE OF “MOET IK NAAR DE DOKTER?”

These terms and conditions of use were last amended on 03.06.2020.

“*Moet ik naar de dokter?*” (Do I Have to Go to the Doctor?) is intended for the following cases: Everyone has occasional doubts about whether a visit to their GP is necessary. Often to be on the safe side you ring up or go anyway. With the help of “*Moet ik naar de dokter?*” people can judge for themselves whether and, if so when, it is necessary to consult a GP. “*Moet ik naar de dokter?*” states what you yourself can do to ease your complaints and in what situations you must still ring the doctor.

The advice generated on the basis of the information supplied by you cannot replace face-to-face triage by the GP or the doctor’s assistant. So if in doubt always ring the GP.

When using “*Moet ik naar de dokter?*” the following terms and conditions apply. If you have any questions about the use of “*Moet ik naar de dokter?*” or these terms and conditions of use, you can contact MINDD. Our contact details are shown at the bottom of these terms and conditions of use. You can also contact MINDD via the contact form under “Contact” on the website or via the “Let us know” button in the app under the “Information” tab.

Please note: If you have any questions about the result of the triage via “*Moet ik naar de dokter?*” or about whether you have to go to the doctor, you must contact your GP or the out of hours doctors’ surgery.

1. DEFINITIONS

The terms written with capital letters in the Terms and Conditions of Use have the following meanings:

1. App: The application “*Moet ik naar de dokter?*” to be used on your mobile device with an iOS or Android operating system.
2. Data: all data stored by you on the systems used for the provision of the Service or results generated by you by means of the Service.
3. Service(s): The “*Moet ik naar de dokter?*” service that MINDD will provide on your behalf consisting of offering support with the choice of whether someone must go to the doctor or whether they can do something for themselves about their complaints. The Service is to be consulted via the App or the Website.
4. You: You, a natural person or legal person whether or not acting in the exercise of a profession or business and the one who uses the App.
5. Terms and Conditions of Use: The present terms and conditions.
6. Intellectual Property Rights: The rights (concerning intellectual property) including but not limited to copyright, database rights, domain name rights, trade name rights, trademark/brand rights, rights in models, associated rights, patent rights and rights relating to know-how.
7. The Party/Parties: MINDD and You jointly or separately.
8. Written: In the Terms and Conditions of Use, Written also includes communication by email, provided that the identity of the sender and the integrity of the message is adequately determined.
9. Website: MINDD's website, which can be found on www.moetiknaardedokter.nl, or associated sub-domains.

2. COMING INTO EFFECT AND APPLICABILITY

1. By using the Service, You enter into an agreement with MINDD.

2. The Terms and Conditions of Use apply to this agreement and to each use of the Service. The Terms and Conditions of Use form an inseparable part of the agreement.
3. The Terms and Conditions of Use come into effect with the use of the Service and remain in effect in any event for the duration of the agreement.

3. RIGHT OF USE

1. MINDD hereby grants You a personal, revocable, non-exclusive, non-transferable, non-sub-licensable right of use for the period of the agreement to use the Service in accordance with the Terms and Conditions of Use.
2. You are not entitled to access to the App's source files unless permitted by mandatory law. It is expressly forbidden to reconstruct these source files by means of reverse engineering, decompilation or in any other way.
3. The purpose of the Service is the provision of a service relating to human health, specifically to give support regarding the choice of whether someone must go to the doctor or whether they themselves can do something about their complaints.
4. In addition to the stated terms and conditions, Apple's App Store and Google's Play Store may specify terms and conditions on obtaining the App and using it and on related matters.
5. For these conditions, consult the terms and conditions of use of Apple's App Store and Google Play and any applicable terms and conditions on the website of the provider concerned.

4. MISUSE OF THE SERVICE

1. You are forbidden to break the law or to infringe the rights of others when using the Service.
2. If, in MINDD's view, hindrance, damage or another risk arises to the functioning of the Service and more specifically to the App, the Website or associated computer systems or networks, in particular by the excessive sending of emails or other data, poorly secured systems or the activity of viruses, trojans or comparable software, MINDD is entitled to take all measures that it reasonably considers necessary to avoid this risk or to prevent it.
3. MINDD is entitled, in so far as MINDD has control over this, to pass on identifying data concerning You to a third party who is complaining about infringement by You of its rights or these Terms and Conditions of Use, provided that
 - a. it is sufficiently likely that the infringement, in itself, is unlawful and damaging to the third party;
 - b. the third party has a real interest in obtaining the data;
 - c. it is likely that, in the specific case, there is no less radical option for obtaining the data; and
 - d. the consideration of the interests concerned leads to the conclusion that the interests of the third party should have precedence.

5. INTELLECTUAL PROPERTY

1. All rights in the service, the associated software and all information, changes, extensions and images are and remain with MINDD and its licensors. You obtain only the rights of use and authorisations that arise from the issue of the Terms and Conditions of Use or that are granted in Written form and otherwise you may not use, reproduce or publish the Service.
2. Data that You yourself store or process via the Service is and remains Your property. Therefore control over the Data remains with You at all times. MINDD is entitled to use this information for the Service including future aspects of it.
3. If you send information to MINDD, for example feedback about an error or a suggestion for improvement, You grant MINDD an unrestricted and permanent right to use this information. This does not apply to information that You expressly designate as confidential.

6. CONSIDERATION

1. There is no charge payable to MINDD for the use of the Service.

7. PRIVACY AND MEDICAL DATA

1. In so far as personal data are processed by MINDD in the provision of its Services, MINDD shall take into account the requirements of privacy legislation in its processing. Information about how MINDD deals with your personal data is to be found in the privacy and cookie statement on the Website.

2. If You give feedback about the Service, the intention is not for You to include medical data. MINDD will in fact respect your privacy as far as possible and therefore will process as little personal data entered by You as possible and not process any medical personal data entered by You.

This is also why, if You have any questions about the result of the triage via the Service or about whether or not You have to go to the doctor, you must contact your GP or the out of hours doctors' surgery.

8. AVAILABILITY, MAINTENANCE AND UPDATES

1. MINDD will make every reasonable effort to make the Service available and to offer updates in good time but does not guarantee uninterrupted availability in so far as this is already within its power.

2. From time to time MINDD issues updates that can repair faults or improve the functioning of the Service. Updates will be implemented automatically on the Website. Updates for the App will be notified in the Apple App Store or the Google Play store. MINDD is not liable for the timely and correct implementation of updates. MINDD accepts no liability for damage or loss as a consequence of interruptions or faults caused by an update not being installed.

3. An update may entail conditions that vary from those set down in the Terms and Conditions of Use. You will always be notified in advance of this and You will have an opportunity to reject the variant terms and conditions. In the event of rejection, the agreement between You and MINDD will lapse. By bringing such an update into use You consent to the variant terms and conditions, which will then form part of the agreement.

4. In so far as parts of the Service run at MINDD and not on your mobile device, MINDD is entitled to take the Service or parts of it out of service temporarily for the purposes of maintenance, adjustments or improvement. MINDD will as far as possible try to schedule such out of service times for when the use of the Service is at a minimum and will make every effort to inform You in good time of any scheduled out of service time. However, MINDD can never be held liable for damage or loss caused in connection with such out of service time.

9. SUPPORT

1. You yourself are responsible for the use of the Service.

2. MINDD does not provide any support for the use of the Service. You can however ask questions via the contact form under "Contact" on the Website, via the "Let us know" button in the App under the "Information" tab or via our contact details which You will find at the bottom of the Terms and Conditions of Use. MINDD shall make every effort to reply to your questions within a reasonable time. Please note: If You have any questions about the result of the triage via the Service or about whether or not You have to go to the doctor, you must contact your GP or the out of hours doctors' surgery.

3. MINDD takes complaints and comments about the Service extremely seriously. In the event of comments or complaints, You may submit these at any time via the contact form under "Contact" on the Website, via the "Let us know" button in the App under the "Information" tab or via our contact details which You will find at the bottom of the Terms and Conditions of Use.

4. If You notify us about a problem or incorrect or incomplete data, here too you can report these directly via the contact form under "Contact" on the Website, via the "Let us know" button in the App under the "Information" tab or via our contact details which You will find at the bottom of the Terms and Conditions of Use.

10. GUARANTEES AND LIABILITY

1. A medical aid is an instrument, appliance or device, software, implant, reagent, equipment or other item that is intended by the manufacturer to be used alone or in combination on people for one or more specific medical purposes as described in DIRECTIVE (EU) 2017/745 OF THE EUROPEAN PARLIAMENT AND COUNCIL dated 5 April 2017. The Service is such a medical aid.
2. Based on the legislation, special regulations apply to medical aids. Thus for instance it is mandatory to obtain a CE mark. A CE mark states that the product conforms with all applicable European (safety) regulations and that the conformity and compliance procedures have been observed. The Service has the required CE mark.
3. Because the Service is classified as a medical aid, MINDD shall, among other things:
 - a. not use any text, names, marks, images or other signs, whether figurative or not, that could mislead You with regard to the intended purpose, the safety or the performance of the Service. If you nevertheless experience any of these as specified above, You can contact MINDD via the contact form under “Contact” on the Website, via the “Let us know” button in the App under the “Information” tab or via the contact details that You will find at the bottom of these Terms and Conditions of Use.
 - b. MINDD takes your complaints or comments about such alleged incidents in connection with the Service extremely seriously and will maintain a record of any complaints. See also Article 9 about dealing with complaints.
4. However, it is still the case that the advice generated on the basis of the information supplied by You cannot replace face-to-face triage by the GP or the doctor’s assistant. If you do not agree with the results of the Service, the main thing to do next is what seems right to You. The Service is based on the protocols and standards referred to in the above points. Your personal situation may vary from these. Any decisions that You take on the basis of the information given and advice generated remain at all times at your own expense and risk.
5. The information offered by the Service serves only as an initial assessment of the question of whether You need to go to your GP.
6. Although MINDD endeavours to offer correct, complete and up-to-date information from sources considered reliable, MINDD does not give either explicitly or implicitly any guarantee that the information offered is correct, complete or up to date.
7. The information is explicitly aimed at the Dutch public. MINDD manages and maintains the information from the Netherlands and does not guarantee that the information offered is also suitable or available for use in other countries.
8. MINDD is not liable on any grounds whatsoever for any damage or loss in connection with the Service.
9. The exclusions of liability under this article only apply if You are a natural person or legal person who acts in the exercise of a profession or business.
10. The limitations of liability set down in the Terms and Conditions of Use do not apply in the event of damage or loss caused by deliberate act or deliberate negligence by MINDD’s directors or management or to loss of life or physical injury.
11. MINDD is not liable for the data that You input into the Service.

11. DURATION AND TERMINATION

1. You may terminate the agreement at any time and thereby cancel the right of use by ceasing to use the Service.
2. The use of the Service by either You or MINDD may be terminated at any time. This is reasonable since its use is free of charge to You.
3. After the end of the agreement (for whatever reason) You must cease any use of the Service and refrain from using it again. You must then delete all copies (including any backup copies) of the Service from all your systems.

12. CONFIDENTIALITY

1. The Parties shall treat as confidential any information that they pass to each other when using the Service if this information is marked as confidential or if the receiving Party knows or could reasonably be expected to know that the information is intended to be confidential.
2. MINDD will not (and in most cases cannot) acknowledge private data that You store and/or disseminate via the Service unless this is necessary for the provision of a good service or MINDD is obliged to do so by a statutory provision. You will find more about this in the privacy and cookie statement.

13. CHANGES TO THE TERMS AND CONDITIONS OF USE

1. These Terms and Conditions of Use may be amended.
2. MINDD will give notice of the changes or supplements at least (30) calendar days before they come into effect so that You can take note of them.
3. If You do not wish to accept a change or supplement, You can terminate the right of use up until the date of its coming into effect by no longer using the Service. Use of the Service after the date of coming into effect is deemed as acceptance of the changed or supplementary terms and conditions.

14. OTHER TERMS

1. The Service is intended for persons in/from the Netherlands and for the question of whether or not you have to go to the doctor in the Netherlands. The Service is in fact based on sources and protocols that apply with regard to Dutch healthcare. Read more about this in Article 10. The above-mentioned sources and protocols may in fact differ by country. If despite the above You nevertheless decide to use the Service, then this is at your own risk. The Service may in fact not conform with the healthcare protocols applicable in your country and the requirements regarding sources of information in the context of the healthcare.
2. Dutch law applies to the use and the agreement underlying it except in so far as this is in conflict with the provisions of mandatory law.