

Terms of Service for Health Professionals

Purpose of this document

This document provides the contractual framework for the provision of services by Rosa to its professional customers. “Rosa” is Rosa ASBL, a non-profit organization established at Cantersteen 10, 1000 Brussels, with enterprise number 0745.832.604.

The customer

The service offered by Rosa is reserved to health professionals established in Belgium. For this reason, you must provide your National Institute for Health and Invalidity Insurance (**NIHII**) (in French: l’Institut National d’assurance maladie-invalidité (**INAMI**); in Dutch: het Rijksinstituut voor Ziekte- en Invaliditeitsverzekering (**RIZIV**)) registration number to set up an account. Rosa may verify your identity.

The customer, designated “you” in this document, is either (i) the health professional himself/herself, or (ii) the legal entity that one or more health professionals use to practice their professional activity using Rosa’s services. In either case, you are responsible for the use of the services by any individual using the services with your credentials, including anyone designated by you to manage your account, including but not limited to, administrative staff and medical secretary.

Description of the services

The services offered by Rosa include an online calendar application (for you) and an online appointment booking application (for your patients). These applications offer different functionalities that are described on the website of Rosa, and you may be able to activate or deactivate some of these functionalities through the settings of the applications. Rosa also provides support services to help you when you experience problems with the applications.

The services provided by Rosa might evolve over time, depending on the choices of the development team and the feedback received from Rosa’s users. Rosa shall use reasonable commercial efforts to communicate these changes at a relevant time.

Your account

To access Rosa services, you must sign up on Rosa’s website by entering your NIHII number. You will then be asked to provide your contact details and create a password. You will also have to agree to Rosa’s Terms of Service and Privacy Policy. From that moment, you will be able to use your account and Rosa’s team will contact you as soon as possible to confirm your identity and verify your account.

Once your account has been verified by Rosa, you will be able to activate your public profile and patients will be able to find and view your public profile.

You will also be able to personalize and update your account (setting up preferences, updating your calendar, completing your public profile, etc).

You undertake to provide Rosa with accurate and complete information, in accordance with the law, your ethical obligations, and any other professional rules as applicable to you. More specifically, you must:

- not create a false identity or usurp the identity of another person;
- not erroneously claim a right to exercise a profession or speciality, likely to mislead Rosa or third parties;
- ensure that you have obtained all necessary consent or authorization prior to providing Rosa with information about another individual or entity;
- keep the information that you communicate to Rosa accurate, up-to-date and complete.

If you provide Rosa with, or publish, inaccurate, obsolete, incomplete or misleading information, Rosa may, immediately and without notice or compensation, suspend or terminate your account and refrain you, temporarily or permanently, from accessing part or all of the services.

You are responsible to keep your password confidential and not to share it with anyone. You are responsible for the use of your account: any access to your account, use of the services and transfer of data from your account is deemed to have been done by you and you must ensure to log out of your account after each session, especially if you are accessing your account from a shared or public device. If your password gets lost or stolen or if you suspect any illegal activity with your account, you must immediately contact Rosa at support@rosa.be and try to reset/change your password.

Rosa's support staff may, from time to time, temporarily log in to your account in order to maintain Rosa's services, including to provide You assistance with technical issues.

Professional secrecy

You understand and acknowledge that patient data is protected by law and that any individual who, by state or by profession, is in possession of secrets entrusted to them, must keep them secret (art 458 of the Criminal Code). Ethical obligations might also apply to you as to how patient data must be handled and protected.

You are responsible for your relationship with your patients and for your patients' data. More specifically, you shall:

- use the services in accordance with your legal and ethical obligations;
- protect your devices and internet connection against unauthorized access by using appropriate security measures, such as physical security measures, strong passwords and, where available, enabling multi-factor authentication, protection against malware (such as viruses, spyware and ransomware) and firewall;
- log out of the services after each session, especially if you access the services from a public or shared computer; and

- not communicate to Rosa any patient data unless it is (i) strictly limited and as necessary for the performance of the services or support; and (ii) in a way that is secured (as agreed with Rosa).

Personal data protection

You may use the services provided by Rosa to collect, store, disclose or otherwise process personal data about you and about your patients. You are responsible for processing such data, and Rosa supports you as a data processor in the conditions described in the Rosa Data Processing Agreement.

In addition, Rosa processes personal data about you and other categories of persons, for Rosa's own purposes. The detailed conditions for processing such personal data are described in Rosa's Privacy Policy.

Both the Rosa Data Processing Agreement and the Rosa Privacy Policy are part of this Agreement between you and Rosa.

Fake profiles

While Rosa considers the protection of your personal data as a superior value, this is not the case for all internet players. Some companies do not hesitate to use your personal data without your consent to create "fake profiles" in your name in order to attract visitors to their own websites.

By "fake profiles" we mean webpages created by a third-party using identity details like your name, e-mail address, professional information, photograph, etc, without your knowledge or consent, in order to present you as a user of their services.

Rosa is committed to fighting these practices and to helping you reclaim control over your data. If you want to obtain more information or are willing to share your thoughts on such practices, please send us an email at: support@rosa.be.

Confidentiality

Confidential Information means information in any form that a party discloses to the other in connection with this Agreement that is marked as confidential or that should reasonably be regarded as confidential by its nature. Information is not confidential if it is: (a) publicly available; (b) rightfully known by the recipient before disclosure by the discloser; (c) independently created by the recipient without access to the discloser's confidential information; or (d) lawfully acquired from a source other than the discloser.

Each party must keep the other party's Confidential Information strictly confidential for the duration of this Agreement plus a period of five (5) years.

A recipient will only use the discloser's Confidential Information as needed for the performance of this Agreement and will only disclose it to its personnel bound by

confidentiality obligations no less stringent than those contained in this Agreement and who need to know such information for the performance of this Agreement.

No party will be in breach of this clause if it discloses the discloser's Confidential Information as required by a mandatory law or a mandatory order of a court or a regulatory authority, provided that, it promptly notifies the discloser thereof (unless it is legally prohibited from doing so), takes all reasonable steps to limit the scope of the disclosure, and continues to protect such information as Confidential Information in accordance with this clause for all other purposes. Upon termination of this Agreement for any reason, each party will return or destroy any copies of the other party's Confidential Information, provided however that the recipient (i) is not required to destroy or erase any Confidential Information that is contained in an archived computer system backup in accordance with its security and/or disaster recovery procedures or that is otherwise necessary to be retained in accordance with its policies and procedures implemented in order to comply with applicable law, regulation and professional standards and (ii) may retain one complete copy of the Confidential Information in its legal archives solely for the purpose of determining its obligations under this Agreement; provided further that with respect to any Confidential Information retained pursuant to (i) or (ii) above, the recipient will continue to be bound by confidentiality obligations in accordance with this clause.

Specific obligations for the use of the public profile

You undertake to:

- publish and maintain accurate, complete, and up-to-date information always in accordance with the law, your ethical obligations, and any other professional rules as applicable to you;
- use the various fields for the purpose for which they have been designed, as indicated by Rosa;
- obtain all necessary consent or authorization prior to publishing information about and/or images of another individual or entity; and
- keep the information that you publish accurate, up-to-date and complete.

Specific obligations for the use of the calendar

You undertake to:

- publish a reasonably sufficient number of available appointments for existing and/or new patients;
- only publish availabilities that you can honor;
- honor appointments that have been booked through the services or immediately inform the relevant patient if their appointment has been canceled or rescheduled.

You acknowledge and agree that Rosa shall not be responsible in case of cancellation of an appointment by a patient or if a patient does not show up.

Specific obligations for the use of the SMS and emails

When a patient makes or modifies their appointment, they will automatically get a notification email from Rosa. You may also choose to have Rosa send your patients additional notifications and/or reminders by SMS and/or email.

Rosa shall not be liable if your patient does not receive an SMS or email due to a reason beyond its control.

You undertake to only allow Rosa to send messages in accordance with the law, your ethical obligations, and any other professional rules as applicable to you.

Specific obligations for the use of eBilling

- MDA
MyCareNet MemberData web service (**MCN MemberData WS** or **MDA**) allows a health professional to consult information about the insurability (and derived rights) of a patient in order to carry out an invoice or to deliver products or services (the **MDA Purpose**).
- eAttest
With this method, the patient has to pay the full price upfront (the patient fee + the insurance fee) but doesn't have to send the attestation to their Mutuality. When the eAttest is created, all the information is automatically sent to the Mutuality and the patient will be reimbursed automatically.
- eFact
When using this method, the patient only has to pay the patient fee, they don't have to advance the insurance fee. It is your responsibility to send medical attestations in batches to the Mutualities to get reimbursed.

Both billing features, together with MDA, allow you to:

- create, sign, and send electronically medical attestations to the Mutualities,
- monitor reimbursements; and
- enter and track patient payments.

Rosa:

- shall use commercially reasonable efforts to keep the information made available through the eBilling tool current and up-to-date;
- is only responsible to correct any error or omission that has been notified to it from time to time; and
- shall not be held liable for loss of data arising from, or otherwise linked to, your use of these features or any delay in transmission.

You:

- shall only use the MDA data for the MDA Purpose;
- acknowledge and agree that the codes and amounts made available to you through the eBilling tool come from a database developed and regularly updated by the NIHII (INAMI/RIZIV) and that only the NIHII is in charge of and responsible for (i) the codes

- and amounts made available via the eBilling feature; (ii) the services it administers and (iii) the processing of the attestations transmitted to it; and
- are solely responsible for your use of the eBilling tool (including but not limited to, submitting the attestations on time) and the information made available to you through the eBilling tool (including but not limited to, the MDA data and the use of the correct codes) and you should verify that information prior to any use.

Integrations

If you request Rosa to use, install, customize, or integrate with, any third-party software or materials (**Non-Rosa Products**) in the performance of the services, you represent and warrant that Rosa has the right to do so and you will indemnify Rosa against any third-party claim in that regard. Your use of any Non-Rosa Product is subject to a separate agreement between you and the third-party that provides the Non-Rosa Product. If you enable or use Non-Rosa Products in connection with the services, Rosa will permit the Non-Rosa Product providers to access and use your data as required for the interoperation of the Non-Rosa Product and the service (as required). Any Non-Rosa Product provider's use of your data is subject to the terms of any applicable agreement between you and the Non-Rosa Product provider. In any case, Rosa excludes all liability for any loss of any nature whatsoever incurred or suffered by you arising out of the integration with a Non-Rosa Product.

Intellectual Property

Each party remains the owner of its IP Rights which existed as at the date of this Agreement or which are developed independently of this Agreement, including any improvement, enhancement, modification, or derivative thereof or thereto (**Background IP**).

You grant Rosa a non-exclusive, royalty free license to use your Background IP for the purpose of providing the services.

Rosa warrants that to the best of its knowledge the provision of the services will not infringe any third party's IP Rights. Rosa does not otherwise warrant that the services are always available or free of errors but will make its best efforts to correct any identified issue as soon as practicable.

For the duration of the Agreement, Rosa grants you a non-exclusive, non-transferable, royalty free license (with no right to sublicense): (i) to promote, access and use, and, where applicable, permit your users (which are your personnel, health professionals affiliated with you, and relevant patients) to access and use, the services (and Rosa's Background IP therein) under the terms specified in this Agreement; and (ii) to use, duplicate and communicate, for your internal operations, any reports or studies that Rosa may provide as part of the services.

Each party allows the other to use that party's name and logo and to refer to this Agreement and to the main characteristics of the services provided by Rosa in their marketing materials, including but not limited to, newsletters and websites. No Party shall otherwise use the other Party's name or other indicia (including logo) without the other Party's prior written consent.

Notwithstanding anything to the contrary, Rosa is free to use and implement in its products any idea, feedback or know-how that you provide to Rosa or that Rosa otherwise develops or acquires during the performance of the services, without any compensation being due and without this being considered a breach of your IP Rights, know-how or other proprietary rights.

Rosa does not claim ownership on your data or materials provided to it under this Agreement.

For the purposes of this clause, **IP Rights** means statutory and other proprietary rights in respect of trademarks, patents, circuit layouts, copyright, confidential information and all other rights with respect to intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organization of July 1967.

You represent and warrant that you shall:

- refrain from adapting, modifying, duplicating, distributing or reproducing, in whole or in part, any component of the services, of whatever nature;
- not reverse engineer, to decompile, disassemble components and/or use any component of the services as a basis for the creation of your own software programs.

Any breach of the above shall constitute a material breach of this Agreement and shall prompt Rosa, at its own discretion, to immediately suspend or terminate your right to access the services.

Rosa's commitments and responsibilities

Rosa develops and provides its services with professional skill and care and will use its best commercial efforts to correct any identified issue as soon as practicable.

The role of Rosa is limited to that of a simple intermediary and technical service provider; and is only bound by an obligation of means in the execution of its obligations. The services are provided to you without any warranty of merchantability or fitness for any particular purpose, or any other warranty, express or implied. To the extent permitted by any applicable laws, Rosa excludes any and all warranties in relation to the services.

Rosa may freely modify the technical infrastructure of its applications and tools, provided that it does not reduce the performance of the applications, tools and/or the services or reduce its commitments to you.

Your commitments and responsibilities

You shall:

- comply with the terms of this Agreement (as communicated to you when creating an account and as available on Rosa's website), any applicable laws, ethical obligations and any other professional rules as applicable to you in relation to the use of the services, as well as any reasonable instructions from Rosa (including, but not limited to, instructions from third-party service providers such as MyCareNet or NIHII);

- provide Rosa with reasonable assistance to enable Rosa (i) to confirm your identity and verify your account, and (ii) to provide you with the services;
- be responsible for setting up, maintaining, and supporting the cost of all the hardware and software necessary for the set up and use of the services in accordance with this Agreement; and
- not use the services (including, but not limited to, publishing information) in a way that is illegal, misleading, likely to damage the rights, name, reputation or business of Rosa or a third-party, or in order to promote one of Rosa's competitors.

You are responsible for your use of the services and that of your authorized users (if any), as well as for the information you publish or store through the services.

You shall keep Rosa (including its employees and representatives) harmless against any action brought against you in connection with your use of the services and you shall indemnify Rosa (including its employees and representatives) against any cost, loss, damage or liability suffered or incurred by Rosa, arising out of or in connection with (i) any breach of this Agreement by you (including your employees, agents or contractors); (ii) any negligent, wilful or unlawful act or omission by you, your employees, agents or contractors; or (iii) any death or injury suffered in connection with the provision of the services, including to any of your employees or contractors.

Liability and indemnity

The total liability of either party, for any cause linked to this Agreement or to the use of the services of Rosa, is limited to 10,000 EUR. This limitation is not applicable in case of fraud, gross negligence, or wilful misconduct.

Rosa is not liable for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by you of an indirect nature, such as damage that do not result exclusively and directly from the failure of the services of Rosa, including but not limited to, economic loss or other loss of turnover, profits, business, opportunities, reputation, goodwill or disruption of activities. For the avoidance of doubt, Rosa excludes all liability in the event of a dispute, whatever the basis, between you and a patient not directly attributable to Rosa.

In any case, each party shall take all reasonable measures to limit its damage.

Suspension of the services

Rosa may suspend your access to the services immediately and at its own reasonable discretion: (i) for cause such as force majeure, patent infringement, an imminent personal data protection or security risk, if you are no longer a registered health professional, if you commit fraud or an illegal activity, if an abnormal or inappropriate activity is linked to your account, or if there is an ethical issue, or if you have acted in such a way that in Rosa's reasonable opinion, it affects your ability to carry out your obligations under this Agreement or Rosa's integrity, reputation or standing; or (ii) in case of a material breach committed by you.

At its own reasonable discretion, Rosa shall either reactivate your access to the services as soon as practicable when the cause for suspension has been cleared; or terminate this Agreement for cause in accordance with the terms of this Agreement.

Rosa may occasionally suspend the access to the service for maintenance or in the event of a technical requirement. Rosa will do so during low activity periods as much as practicable.

Price and payments

Rosa offers a **free forever** plan. This plan will always include an online calendar with basic functionalities (for health professionals) and an online appointment booking service (for patients). This plan will be available as long as Rosa offers an online calendar and online appointment booking application.

For a fixed amount, Rosa offers an SMS pack to enable you to send SMS reminders to your patients. Rosa's pricing page details everything you get for free as well as the price of the SMS pack.

Rosa may change its prices, or the functionalities and services available, but must announce in advance these changes and the date where they will become effective. A price increase will not retroact.

Duration of the Agreement

The Agreement is made for an indefinite duration. You may terminate the Agreement at any time by asking Rosa to deactivate your account. Rosa will send you a written confirmation.

Rosa may terminate the Agreement immediately upon written notice to you: (i) for any cause of suspension; (ii) in case of a material breach committed by you which is not capable of remedy or which is not remedied within 30 days of having been notified of the breach; or (iii) if a party becomes subject to any bankruptcy or insolvency procedure, makes arrangements with its creditors, has its assets managed by an administrator, ceases business or admits inability to pay its debts.

Upon termination of this Agreement, you shall cease using the services and pay any amounts that you owe Rosa under this Agreement.

Termination of this Agreement does not affect the accrued rights and obligations of the parties up to and including the date of termination.

Upon written request, Rosa undertakes to make available to you all the data and information related to any and all past, current and future appointments made by you or on your behalf (including by your patients or on their behalf) on Rosa's platform including, but not limited to, the patients contact details, your notes (if any), and the details and reasons for each appointment as well as, where appropriate, the data for which Rosa is the data controller.

The data listed above will be made available to you in standard format (such as CSV or XLSX).

If you choose to migrate to a different service, you can contact Rosa (support@rosa.be) for assistance.

30 days after termination of this Agreement, Rosa shall delete or anonymize all copies of the above listed data unless it has a legal basis to keep a copy of such data.

Rosa reminds you of your legal and/or ethical obligation to keep patient data for a certain duration of time. This is your responsibility and Rosa does not offer archiving services.

Communications

You acknowledge that sending emails to the main contact address mentioned in your account is a valid way for communicating with you about this Agreement. You must keep that address up to date.

Modification of the terms of service

This document is valid as of 10 February 2023. Rosa may change these terms of service, but must announce in advance any material changes and the date on which they will become effective. The Agreement between you and Rosa will be modified accordingly at that date. Any non-material change will be effective upon publication on Rosa's website.

Applicable law and disputes

The Agreement is governed by Belgian law. In the unfortunate case of a dispute between you and Rosa that cannot be solved amicably, the competent courts of Brussels, French or Dutch section, will handle the dispute.

General

Rosa may offer you to try beta versions of certain services for evaluation purposes. You acknowledge that these beta services may contain bugs, errors and other problems and you accept them "as is", without warranty of any kind. Rosa shall not be held liable for any issues related to your use of the beta services. Rosa may discontinue use of the beta services at any time with prior notice and may delete all data contained in these beta versions.

From time to time, Rosa may send you surveys for analytical purposes, quality improvements, service developments, to measure the success of our advertising campaigns or to tailor services to your needs. You are under no obligation to respond.

This Agreement includes these Terms of Service, the Data Processing Agreement between you and Rosa and Rosa's Privacy Policy and constitutes the entire agreement between the parties and supersedes all prior communications, negotiations, arrangements and

agreements, either oral or written between the parties with respect to the subject matter of this Agreement. Rosa is not bound by your general terms and conditions or other contractual documents, unless they are signed by both parties and refer to this Agreement, including which one shall prevail in case of inconsistency.

If any provision of this Agreement is or becomes void or unenforceable, the remaining provisions will stay in force and the unenforceable provision will be replaced in good faith by a replacement provision having a similar economic effect.

You may not assign the rights and obligations arising under this Agreement without Rosa’s prior written consent. Rosa may subcontract part of its obligations under this Agreement but shall always remain responsible for the performance of those obligations and shall be responsible and liable for any act or omission of such subcontractor as if the act or omission was that of Rosa.

Summary of changes

Version number and effective date	Change(s) made
V1.0 - 29 January 2021	
V1.1 - 16 March 2022	Changes made to reflect the fact that there is no premium plan and to set out that Rosa will communicate in advance any material changes to these terms.
V1.2 - 10 February 2023	Changes made to provide more details regarding the rights and obligations of each party, in general and also in relation to specific services. We have also added a section about ‘fake profile’ to get your feedback and let you know that we are committed to fighting against these practices.