

Terms of Service for Visitors and Users

Purpose of this document

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

The visitor and the user

The visitor is the individual who navigates on Rosa’s Website(s) and/or Application (the mobile application accessible through various ‘apps stores’ on the market which allows access to part or all of Rosa Services), without creating or logging in to a user account. Visitors can search and find a health professional but cannot book health appointments and/or manage their appointments without creating a user account.

The user is the individual who has created an account on Rosa (the ‘patient account’) and who is accessing the Services offered by Rosa on its Website and/or Application. Users can search and find a health professional, book health appointments, either for themselves, or for a close relative, and/or manage their appointments.

Unless the context requires otherwise, ‘you’ refers to both the visitor and the user.

By accessing and using our Website and/or Application, you confirm having read and agreed to be bound by these Terms as amended from time to time. If you do not agree to any or all of these Terms, you must not use our Website or Application.

Description of the Services

Rosa offers you the possibility to access its Services, including: (i) an online directory of various health professionals across Belgium; (ii) an online appointment booking platform, allowing you to book appointments with health professionals who have activated the online booking functionality; and (iii) additional services as may be offered from time to time by Rosa, including, for instance, the possibility to manage your appointments.

Rosa also provides support services to help you when you experience problems with your patient account, our Website or Application. If you experience any issues with a booking request or in relation to an appointment with a health professional, please contact that health professional.

The Application and Services provided by Rosa will evolve over time, depending on the choices of the development team and the feedback received from the users. Rosa will communicate these changes at a relevant time.

Access to the Website and Application

All visitors may access our Website and Application, search for a health professional and consult the health professionals' information in their public profile.

Account registration and online booking

In order to book an appointment with a health professional (and further manage your appointments), you must become a 'user' by creating an online user account on Rosa. Users must comply with the following:

- be at least 13 years old;
- provide and keep the information you communicate to Rosa accurate, up-to-date and complete;
- when booking an appointment for another person (the patient), you must warrant that you are an authorized representative of that patient (for instance, a close relative who gave you their consent), or that you have the authority to act on behalf of the patient (for instance if you are the patient's parent or legal guardian).

When making an online appointment with a health professional, you acknowledge and agree that:

- you have the right to choose your health professional;
- you should make all necessary checks before booking an appointment with one of the health professionals listed on the Website or Application;
- every appointment is communicated to the relevant health professional who may, where necessary, reschedule or cancel the appointment in their agenda; in that case, you will receive a notification;
- you are solely responsible for the consequences of failing to attend your appointment: if you can't attend your appointment, you must reschedule it or cancel it either via Rosa or by contacting the relevant health professional directly.

Acceptable use and your obligations

You must access and use our Website and Application reasonably, responsibly and in good faith. As such, you must ensure that you do not:

- breach these Terms or any applicable laws;
- use the Website and Application for purposes other than those for which they were intended;
- disrupt or interrupt the access or functioning of the Website and/or Application;
- interfere with the access and use of any other visitor or user;
- do anything to prejudice, interfere or violate the security or privacy of our systems or of the information on our systems;
- engage in conduct that is illicit, defamatory, obscene, threatening, harassing, abusive, hateful or embarrassing to any other person, or which is reasonably likely to cause harm to the services or reputation of Rosa and/or health professionals;
- engage in any form of unauthorized data extraction from the Website or Application, such as web scraping;
- infringe another person's rights, including intellectual property rights, rights of confidentiality or privacy rights;

- create a false identity or usurp the identity of another person;
- attempt to access an appointment or data that it not intended for you;

and you must always ensure that you:

- only use our Website or Application for private purposes, excluding any commercial purposes;
- have obtained all necessary consent or authorization prior to providing Rosa with information about another individual;
- only book appointments as needed, take all reasonable steps to either attend the appointment you have taken or provide reasonable notice of any cancellation, and be respectful of the health professionals' time;
- keep the access to your user account secure and confidential to prevent unauthorized use or access; and
- notify us immediately (support@rosa.be) if you become aware of any security issues or concerns regarding the use or access to our Website and/or Application.

Rosa's commitments and responsibilities

Rosa develops and provides its Website, Application and Services with professional skill and care. Rosa does not warrant that its Website, Application and Services are always available or free of errors, but will make its best efforts to correct any identified issue as soon as practicable.

Rosa publishes information about health professionals and their availability for appointments. This information is directly managed by the health professionals and is not controlled by Rosa. As such, Rosa is not responsible in any way, and excludes all liability for the information provided by, the conduct or the activities of the health professionals on or via Rosa's Website or Application.

Rosa facilitates access to healthcare as a mere intermediary; Rosa is not a health professional or healthcare institution and does not engage in any healthcare activity. Rosa does not provide medical advice and the Services, Website and Application are not designed for, and must not be relied upon in relation to, any critical, emergency or acute care medical circumstances.

External links

The Website and Application might include links to third-party websites. Rosa is not responsible in any way, and excludes all liability, for any information contained on those websites.

Personal data

Rosa processes personal information about you (and/or your relatives) on behalf of health professionals with whom you have booked an appointment.

In addition, Rosa processes personal information about you (and/or your relatives) for Rosa's own purposes.

The detailed conditions for processing personal information are described in the [Rosa Privacy Policy](#), which is part of the agreement between you and Rosa.

Suspension of the service

Rosa may suspend your access to the Services immediately in case of suspected fraud, illegal activity, security breach or abnormal activity. Rosa will reactivate your access to the Service as soon as practicable when the cause for suspension has been cleared.

Rosa may occasionally suspend the access to the Service for maintenance. Rosa will do so during low activity periods as much as practicable.

Price and payments

Access to the Services, Website and Application is offered to you for free.

Intellectual Property

Rosa (or its licensors) retains ownership of all rights, including intellectual property rights, in and to the Services, the Website and Application and their content.

Rosa grants you a non-exclusive, non-transferable, royalty free license (with no right to sublicense) to promote, access and use the Services, the Website and the Application under the terms specified in these Terms.

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, the Website and Application, of whatever nature;
- not reverse engineer, decompile, disassemble components and/or use any component of the Services, the Website and Application for competitive analysis or to create derivative works.

Notwithstanding anything to the contrary, Rosa is free to use and implement in its products and services 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 intellectual property rights, know-how or other proprietary rights.

Rosa does not claim ownership on your data or materials provided to Rosa or a health professional under these Terms.

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

Duration of the agreement

These Conditions form the agreement between you and Rosa and this agreement is made for an indefinite duration. You may terminate the agreement at any time by asking Rosa to delete your account (you can send an email to support@rosa.be). Rosa will send you a written confirmation.

Rosa may terminate the agreement immediately if you breach this agreement, use the services in violation of the law 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 the integrity, reputation or standing of Rosa, a health professional or another visitor or user. Rosa may refuse to contract again with you in the future.

Upon termination of this Agreement, you shall cease using the 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 15 July 2023. Rosa may change these terms of service, but must announce in advance any material changes and the date where 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 our website.

Applicable law and disputes

The agreement between you and Rosa 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 your place of residence or the competent courts of Brussels, French or Dutch section, will handle the dispute.

Changes to these Terms of Service for Visitors and Users

This is version 1.2 of our Terms of Service for Visitors and Users and it is current as of 15 July 2023. We keep these Terms of Service for Visitors and Users under regular review to ensure it is current and we may edit it over time to reflect the changes in our Services. If we do so, we will post the updated Terms on this webpage. Please refer back to this document to review any amendments as any revised Terms will apply to all services we provide.

Changes that we have made since the previous version (v 1.1): we are about to launch our patient mobile application and have updated these Terms so that they stay relevant; we have

also made the scope of these Terms broader, so that they apply to visitors and users (as defined hereinabove). We have also included an intellectual property clause and clarified what is acceptable for you to do to make sure that we are all on the same page.