

# Terms of use “Should I go to the doctor?”

These conditions of use were 11-06-2020 last changed to .

**Stichting Huisartsenpost Amstelland** established Amstelland with the Chamber of Commerce 34248694 under file SHA number, hereinafter “ ”, offers you the self-triage Service “

## **Should I go to the doctor?”**

To. “Should I go to the doctor?” is to be used via the <https://www.huisartsenpost-amstelland.nl/> website.

“Should I go to the doctor?” is intended for the following cases:

Everyone doubts whether a visit to the gp is necessary. Often one takes the certain for the uncertain and calls or goes anyway. With the help of “Do I have to go to the doctor?” people can judge for themselves whether and if so, when it is necessary to consult a GP. “Do I have to go to the doctor?” indicates what one can do to relieve the symptoms and in which cases one still has to call the doctor.

The advice generated, which is based on information provided by you, cannot replace a personal triage by the gp or doctor’s assistant. If in doubt, always call the gp.

When using “Should I go to the doctor?” the conditions below apply. If you have any questions about the use of “Should I go to the doctor?” or these terms of use, please contact SHA us. Our contact details are at the bottom of these terms of use. You can also contact us via the contact form on the Website.

Please note, if you have any questions about the outcome of the triage via “Should I see the doctor?” or about whether you need to see the doctor, you should contact your GP or the gp post.

## **1. DEFINITIONS**

The capital letters terms in the Terms of Use written terms have the following meaning:

1. App: the application “Should I go to the doctor” to use on your (mobile) device.
2. Data: all data stored by you on the systems as used for the delivery of the Service or results generated by you through the Service.
3. Service (s): the service “Should I go to the doctor?” who SHA will provide for you, consisting of providing support when choosing whether someone should go to the doctor or someone can already do something about the complaints. The Service can be consulted SHA via the Website of .
4. You: you, a natural person or legal person whether or not acting in pursuit of occupation or company, and the person using the App.
5. Terms of use: these conditions.
6. Intellectual Property Rights: Intellectual Property Rights (including but not limited to copyright, database rights, domain names, trade name rights, trademark rights, model rights, related rights, patent rights, and rights to know-how.
7. Party(s): SHA and you together or separately.
8. Written: in writing, the Terms of Use also include communication by e-mail, provided that the identity of the sender and the integrity of the message is sufficiently established.
9. Website: the SHA website of, accessible via, <https://www.huisartsenpost-amstelland.nl/> or associated subdomains.

## **2. CREATION AND APPLICABILITY**

1. By using the Service, you SHA enter into an agreement with.
2. The Terms of Use shall apply to this Agreement and to any use of the Service. The Terms of Use are inextricably part of the agreement.

3. The Terms of Use enter into force when the Service is used and shall remain in force at least for the duration of the contract.

### **3. RIGHT OF USE**

1. SHA hereby provides you with a personal, revocable, non-exclusive, non-transferable, non-sub-licenseable right of use for the duration of the agreement to use the Service in accordance with the Terms of Use.
2. You are not entitled to access the App's source files unless permitted by mandatory law. It is expressly not permitted to trace these source files through reverse engineering, decompilation or otherwise.
3. The purpose of the Service is to provide a service related to human health, namely to support the choice of whether someone should go to the doctor and whether someone can do something about the complaints themselves.
4. In addition to the included terms, Apples' App store and Google's Play store may set conditions on related matters, such as the web browser.
5. Please refer to the Terms of Use and Privacy Statement of Apples' App store, Google Play, and any applicable terms and conditions on the relevant provider's website.

### **4. ABUSE OF SERVICE**

1. You are prohibited from breaking the law using the Service or in violation of the rights of others.
2. If, in the opinion of SHA nuisance, damage or any other danger arises for the functioning of the Service and then more specifically the App, website or related computer systems or networks, in particular by excessive sending of email or other data, poorly secured systems or activities of viruses, Trojans or similar software, is SHA appropriate to take all the measures it deems reasonably necessary to avert or prevent this danger.
3. SHA is entitled, where SHA available, to provide identifying information from you to a third party who complains about the infringement of his rights or those terms of use by you, provided that
  - it is sufficiently plausible that the infringement, considered in itself, against the third party is unlawful and harmful;
  - the third party has a real interest in obtaining the data;
  - it is plausible that in the specific case there is no less substantial possibility of finding out the data; And
  - the consideration of the interests in question means that the interests of the third party should prevail.

### **5. INTELLECTUAL PROPERTY**

1. All rights to the Service, its software, as well as any information, SHA changes, extensions and images, are and will remain of or remain licensors. You will only obtain the rights of use and powers arising from the meaning of the Terms of Use or which are granted in writing and otherwise you may not use, reproduce or disclose the Service.
2. Data that you store or process through the Service is and remains the property of You. SHA
3. If you send SHA information to, for example, feedback about SHA an error or a suggestion for improvement, you give an unlimited and perpetual right to use this information. This does not apply to information that you are emphatically wrong about.

## 6. CONSIDERATION

1. There is no need SHA to pay compensation for the use of the Service.

## 7. PRIVACY AND MEDICAL DATA

1. To the extent that SHA personal data is processed by the SHA application of its Services through the App, the processing will take into account the requirements of the privacy legislation. Information about SHA how your personal data handles can be found in the privacy and cookie statement that can be found on the Website.
2. If you provide feedback about the Service, you are not supposed to send medical data. SHA wants to respect your privacy as best as possible and process as little personal data as possible of you and do not process any medical personal data of you. Also, if you have questions about the outcome of the triage via the Service or about whether you should go to the doctor, then you should contact your gp or the gp post.

## 8. AVAILABILITY, MAINTENANCE AND UPDATES

1. SHA will make every reasonable effort to make the Service available and to offer updates in a timely manner, but will not guarantee uninterrupted availability to the extent that it is already within its control.
2. SHA from time to time, updates that can fix errors or improve the functioning of the Service. Updates will be automatically implemented on the Website. SHA is not responsible for timely and proper updates. SHA accepts no liability for damages due to defects or errors caused by an uninstalled update.
3. An update may set conditions that differ from those specified in these Terms of Use. This is always reported in advance and you have the opportunity to refuse the different conditions. In the event of refusal, SHA the agreement between You and . By commissioning such an update, you agree to the different terms, which will then be part of the agreement.
4. To the extent that parts of the Service at SHA and not on your mobile device, has SHA the right to temporarily decommission the Service or parts thereof for maintenance, modification or improvement. SHA will try to plan such decommissioning as much as possible when the use of the Service is as low as possible and makes an effort to inform you in a timely manner of any planned decommissioning. SHA has never been, however, for compensation for damage seen in connection with such decommissioning.

## 9. SUPPORT

1. You are responsible for the use of the Service.
2. SHA does not support the use of the Service. However, you can ask questions via the contact form on the Website or via our contact details, these are at the bottom of the Terms of Use. SHA will endeavour to respond to the questions within a reasonable period of time. Please note that if you have any questions about the outcome of the triage through the Service or whether you should go to the doctor, please contact your GP or gp post.
3. SHA takes complaints and reports to the Department extremely seriously. In case of comments and complaints, you can always submit them via the contact form on the Website or via our contact details, these are at the bottom of the Terms of Use.
4. If you identify a problem, incorrect or incomplete data, you can also report it directly via the contact form on the Website or through our contact details, which are at the bottom of the Terms

of Use.

## 10. GUARANTEES AND LIABILITY

1. A medical device is an instrument, device or device, software, implant, reagent, material or other article intended by the manufacturer to be used alone or in combination in humans for one or more specific medical purposes, as defined in THE REGULATION (EU) 2017/745 OF THE EUROPEAN PARLIAMENT and THE COUNCIL of 5 April 2017. The Service is such a medical device.
2. Under the law, special rules apply to medical devices. For example, it is mandatory to obtain a CE mark. A CE marking indicates that the product complies with all applicable European (safety) rules and that the conformity and conformity procedures have been completed. The Service has the required CE marking.
3. Because the Service qualifies as SHA a medical device will include:
  - do not use text, names, marks, images and other figurative signs that might mislead you with regard to the intended purpose, safety and performance of the Service. If you do experience the certain in the SHA previous sentence, you can contact us via the contact form on the Website or via the contact details at the bottom of these Terms of Use.
  - SHA takes your complaints or reports about suspected incidents related to the Department of Extreme Series and will keep a record of any complaints. See also article 9 on the handling of complaints.
4. However, it remains in force that the advice generated, which is based on the information provided by you, cannot replace a personal triage by the gp or doctor's assistant. If you do not agree with the results of the Service, do what is right in your eyes. The Service is based on the protocols and standards set out under the previous points, the personal situation may differ from this. Decisions you make based on information given and advice generated remain at your own expense and risk at all times.
5. The information provided through the Service only extends to an initial assessment of whether you should contact the general practitioner.
6. Although SHA efforts are made to provide accurate, complete and up-to-date information from reliable sources, it does SHA not explicitly provide any guarantee that the information offered is accurate, complete or up-to-date.
7. The information is specifically aimed at the Dutch public. SHA 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. SHA is not liable, on any grounds, for any damage related to the Service.
9. The liability exclusions from this Article shall apply badly if you are a natural or legal person acting in the pursuit of occupation or business.
10. The restrictions on liability contained in the Terms of Use do not apply in SHA the event of intentional or deliberate recklessness by management or management or damage by death or bodily injury.
11. SHA is not responsible for the data you enter in the Service.

## 11. DURATION AND CANCELLATION

1. You can terminate the agreement and thus the right of use at any time by terminating the use of the Service.
2. The use of the Service SHA may be cancelled by both you and at any time. This is reasonable as

the use for you is free.

3. After the termination of the agreement (for whatever reason) you must cease all use of the Service and keep it discontinued. You must then remove all copies (including any backups) of the Service from all your systems.

## 12. SECRECY

1. The parties shall treat information which they provide to each other confidentially when the service is used, when that information is marked as confidential or where the receiving party knows or should reasonably suspect that the information was intended as confidential.
2. SHA will not (and may not, in most cases) take note of private data that you store and/or distribute through the Service, unless this is necessary for a good service or SHA is required to do so under a legal provision. You can find more about this in the privacy and cookie statement.

## 13. CHANGE OF TERMS OF USE

1. These Terms of Use can be adjusted.
2. SHA will announce the changes or additions at least (30) calendar days before entry into force so that you can take note of them.
3. If you do not wish to accept a change or supplement, you may terminate the right of use by the Service until the date of entry into force. Use of the Service after the date of entry into force shall be accepted by the amended or supplemented conditions.

## 14. OTHER PROVISIONS

1. The Service is intended for persons in/from the Netherlands and whether you should go to the doctor in the Netherlands. The Service is based on sources and protocols such as these, the Dutch care. Read more about this under article 10. The aforementioned sources and protocols may vary from country to country.  
If, contrary to the previous one, you decide to use the Service, this is at your own risk, because the Service may not correspond to the healthcare protocols in place in your country and the requirements for sources of information in the framework of care.
2. On the use and agreement that it fundamentally, Dutch law applies subject to contrary to provisions of mandatory law.

### Contact details

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