



# TELEPHON.DIGITAL

## TERMS AND CONDITIONS OF USE

Version February 2020

### 1. GENERAL

The 'TelePHON.digital' digital platform is owned and operated by TelePHON.digital BV, a private limited company incorporated under Belgian law, with registered offices at Burgemeesterstraat 11, 9830 Sint-Martens-Latem and registered in the Central Enterprise Databank under company number 0734.614.355.

Any question relating to these terms and conditions of use can be sent to the following e-mail address: [info@telephon.digital](mailto:info@telephon.digital).

These Terms and Conditions of Use constitute a binding agreement for the contracting parties, being on the one hand TelePHON.digital BV, hereafter referred to as the *Service Provider*, and on the other hand a Private or Professional User, hereafter referred to as the *User*.

The User is advised to read these Terms and Conditions of Use in detail before using TelePHON.digital. By clicking on "*I agree to the terms and conditions of use*", the User agrees that their use of the 'TelePHON.digital' digital platform shall be governed by these terms and conditions of use.

### 2. DEFINITIONS

"*TelePHON.digital*" refers to the 'TelePHON.digital' digital platform, or "the Product".

"*TelePHON.digital BV*": is the legal entity behind TelePHON.digital.

"*Account*" refers to the registered account created by the User via the registration process on the [www.telephon.digital](http://www.telephon.digital) website.

"*Third Party*" refers to any natural or legal person or entity who/that is not a User or the Service Provider.

"*Private User*" is a natural person who uses TelePHON.digital for welfare and/or health purposes that may or may not be part of professional activities.

*"Professional User"* refers to a legal entity such as a healthcare provider, a company, an association or an organization that uses TelePHON.digital for professional activities, in particular the provision of services. A professional user may deliver *content* to TelePHON.digital, whilst retaining intellectual property rights (also refer to item 7). TelePHON.digital BV respects the rights and obligations of healthcare providers (including therapists), including their therapeutic freedom and responsibility.

*"User(s)"* refers to Private User(s) and/or Professional User(s) of TelePHON.digital.

*"Intellectual Property Rights"* refers to all present or future *(i)* copyrights, related and moral rights, *(ii)* trademark or service mark rights, *(iii)* trade secret rights, know-how, expertise, *(iv)* patents, patent rights and industrial property rights, *(v)* layout design rights, design rights, *(vi)* supplementary protection certificates *(vii)* trade and business names, domain names, database rights, tenancy rights and all other industrial and intellectual property rights or similar rights (whether registered or unregistered); *(viii)* any registrations, applications for registration, renewals, extensions, subdivisions, improvements or reissues relating to these rights and the right to apply, maintain and enforce any of the aforementioned elements, in any case and in any jurisdiction worldwide, for as long as such protection applies.

*"Personal data"* refers to any information about an identified or identifiable person.

*"Privacy Statement"* refers to the privacy statement of TelePHON.digital BV regarding the use of TelePHON.digital.

### **3. OBJECT**

These terms and conditions of use shall apply to the 'TelePHON.digital' digital platform (hereafter referred to as "*the Product*"). In order to use the Product the User must apply for a subscription / license with account registration. The duration and cost of a license / subscription is shown on the website.

The Product is primarily intended for (self) training, (self) testing, coaching, and/or (therapy) support. The Product provides the necessary facilities to enable the User to employ it and includes the following sections:

- a section to create databases with, for example, informative/educational documents, exercises, audio/visual material;
- a logbook of activities and achievements;
- a communication hatch by means of (video) chats.

### **4. ACCEPTABLE USE**

The Product will only be made available to registered Users providing their use of the Product corresponds with the stated purposes.

The User shall also be responsible for the security and confidentiality of their (login) data. The Service Provider recommends that Users protect themselves against unauthorised access to their Account by keeping their login data safe and secure, by not exchanging their login data with third parties and by not making them public.

The User shall be responsible for any activities carried out with respect to their personal Account.

They undertake to notify TelePHON.digital BV immediately in the event of unauthorized use of their Account or any other breach of security. TelePHON.digital BV shall not be liable for loss or damage resulting from failure to comply with this requirement.

TelePHON.digital BV reserves the right, but is not obliged, to monitor and delete an Account if it is found to be inappropriate or inaccurate or if the user of the Account violates the provisions of these Terms and Conditions of Use or the rights of third parties or applicable laws or regulations.

Product material/content shall not be downloaded and/or exported, except when legitimately purchased through the TelePHON.digital web shop. Moreover, Product material/content shall not be downloaded or exported in any other way, resulting in the material being used and/or stored outside the protected environment of the Product. Product material/content shall not be distributed or made available to third parties. Nor may third parties be given access to the Product material/content via an Account, unless agreed otherwise in writing with the Service Provider.

The User shall provide, and assume responsibility for, the internet connection and telecommunication of computer network equipment required to use the Product.

## **5. LIABILITY**

TelePHON.digital BV makes every effort to ensure the quality of the publicly accessible material made available via the Product. For example, to this end TelePHON.digital BV relies on the TelePHON Advisory Board, which consists of experts charged with assessing the material offered for public sharing. TelePHON.digital BV also makes every effort to ensure the quality of the private material made available via the Product. TelePHON.digital BV relies on trained experts to provide this *content*. Should the public database or private material nevertheless contain inaccuracies, TelePHON.digital BV shall, of course, make every effort to rectify this as soon as possible.

Nonetheless, TelePHON.digital BV shall not be liable for damages of any kind arising directly or indirectly from access to or use of the Product including, for example, damages resulting from the

User's actions or negligence on the basis of the material available via the Product. Nor shall TelePHON.digital BV be liable for actions, errors, omissions, representations, warranties, violations or negligence of third parties or other service providers.

Under no circumstances shall TelePHON.digital BV be liable vis-à-vis the User, directly or indirectly, specifically or otherwise, for damages resulting from the use of the Product or any other, especially as a result of links or hyperlinks, including and without limitation, any losses, work interruptions, damage to programs or other data on computer systems, equipment, software or other belonging to the User. The Product may contain hyperlinks to websites or pages of third parties, or refer to them indirectly. The insertion of links to these websites or pages shall not in any way imply implicit approval of their content by TelePHON.digital BV.

Under no circumstances shall TelePHON.digital BV be liable for the malfunction or temporary or permanent unavailability of the Product. The content of the Product may at any time, wholly or partially, without notice or notification be taken offline, adapted, modified or supplemented.

Without prejudice to the aforementioned stipulations, compensation for any liability on the part of TelePHON.digital BV shall not exceed the total amount paid by the User to TelePHON.digital BV during the twelve (12) months preceding the liability claim.

## **6. SUSPENSION**

If TelePHON.digital BV, as it sees fit, notices or suspects that the User is violating these Terms and Conditions of Use or any other instructions, guidelines or policies (including but not limited to the Privacy Statement) issued by TelePHON.digital BV, it shall be entitled to suspend or restrict access to the Product. Such suspension shall remain in force until the User has remedied the infringement that led to the suspension or restriction.

If the User fails to pay the subscription / license fee on time (where applicable), TelePHON.digital BV shall be entitled to automatically suspend the use of the Product. Such suspension shall remain in force until the User has paid the subscription / license fee.

## **7. INTELLECTUAL PROPERTY RIGHTS**

TelePHON.digital BV is the exclusive holder of all intellectual property rights relating to the Product and any associated services.

TelePHON.digital BV only grants the User a personal right to access and use the Product, subject to the terms and conditions of these Terms and Conditions of Use.

The Product and the various elements incorporated within it (including text, photographs, databases, catalogues, updates, brands, logos, illustrations, software and videos) are protected by the intellectual rights belonging to TelePHON.digital BV or its licensors. Where applicable, they shall be the subject of consent for publication, distribution or an acquired right of use.

Without prejudice to the foregoing, the Professional User shall retain the intellectual property rights to their (conceptual) contributions to TelePHON.digital in accordance with the cooperation agreement. TelePHON.digital BV reserves the right to edit, translate, modify contributions where necessary without making fundamental changes to the content or concept. However, if the (conceptual) contributions made by the Professional User give rise to the creation of an essential part of the Product, the Professional User undertakes to transfer the intellectual property rights to those (conceptual) contributions to TelePHON.digital BV without a need for compensation.

TelePHON.digital BV shall give the Professional User the option to have (conceptual) contributions incorporated into the Product, on the assumption that these are not (conceptual) contributions that are protected by intellectual property rights, unless the Professional User owns these rights or has any necessary permissions for unrestricted exploitation and use of the contributions in any shape or form, worldwide and for the duration of the protection of the intellectual rights that apply to these contributions. In any case, TelePHON.digital BV shall bear no responsibility in this matter. The Professional User shall indemnify TelePHON.digital BV against any claims from third parties pertaining to the (conceptual) contributions made by them to TelePHON.digital BV. TelePHON.digital BV is not in a position to review contributions with respect to their legality or compliance with intellectual property rights prior to their publication via the Product.

## **8. PRIVACY**

TelePHON.digital BV attaches great importance to the User's privacy and shall comply with any relevant current legislation when processing the User's personal data.

The Privacy Statement details how TelePHON.digital BV acquires and processes the User's personal data. The User must confirm their agreement with the Privacy Statement prior to using the Product.

#### **9. APPLICABLE LAW AND COMPETENT COURTS**

These Terms and Conditions of Use are governed exclusively by, and should be interpreted in accordance with, applicable Belgian law, irrespective of any conflicting legislation or regulations. The Courts and Tribunals of East Flanders, department Ghent, shall have exclusive jurisdiction in the event of any dispute arising in relation to the Product.