

GGZ DISCREET TERMS OF USE FOR EMPLOYEE CLIENTS AND BIG-REGISTERED PRACTITIONERS

These terms describe the rights and obligations of employee clients and BIG-registered practitioners who use the GGZ Discreet digital platform (also referred to below as the 'User'). GGZ Discreet is provided by S.O.S. Consultancy B.V., trading as GGZ Discreet (hereinafter GGZ Discreet), established in Laren. By entering information to make a booking or create an account as an Employee, or by including or arranging the inclusion of your contact details as a BIG-registered practitioner in the digital platform, you agree to these terms of use. These terms have been drawn up in Dutch and are governed by Dutch law. Versions in other languages are for information only; in the event of differences, the Dutch text prevails.

ARTICLE 1 - DEFINITIONS

In these terms of use, the following terms have the meanings set out below:

Account: The User's personal profile providing access to GGZ Discreet, including any other way of registering personal data in GGZ Discreet.

Back-end: The technical infrastructure and tools of GGZ Discreet used by GGZ Discreet for its intermediary services.

Services: All services provided by GGZ Discreet to the User, including access to the platform, the Matching Service, booking and conducting online consultations, reporting, evaluation, invoicing and other administrative or other functions.

GGZ Discreet: GGZ Discreet's digital platform, enabling referrals to BIG-registered practitioners and made available to Employee Clients through Employers.

Programme: All activities performed for an Employee by the BIG-registered practitioner following a referral, starting when the Employee agrees to a proposal for one or more resilience consultations with the BIG-registered practitioner and ending when:
a. These activities have been completed, with or without an agreed extension;
b. The Employee decides to terminate the activities unilaterally;
c. The activities end on other grounds in accordance with the agreement between GGZ Discreet and the employer.

User: The natural person who, as a BIG-registered practitioner (Practitioner User) or an employee (Employee User), obtains access to GGZ Discreet through their employer to use or arrange the use of the Services and gain access to GGZ Discreet.

Employer: The employer that has entered into a framework agreement with GGZ Discreet and offers Employee Clients access to GGZ Discreet.

BIG-registered practitioner: The natural person or legal entity professionally or commercially providing mental healthcare or related psychosocial services, holding the required qualifications, registrations and/or licences, and independently responsible for the content and delivery of the care or support they provide.

Privacy Statement: GGZ Discreet's privacy statement explaining how personal data is processed and secured under the General Data Protection Regulation (GDPR).

Reporting: Aggregated and anonymised information provided by GGZ Discreet to the Employer about Employee Clients' use of GGZ Discreet (for example, numbers of modules used or conversations). Reporting contains no personal data or identifiable information.

ARTICLE 2 - APPLICABILITY

1. These terms of use apply to the User's use of GGZ Discreet, all Services and GGZ Discreet's website(s). By creating an Account or otherwise using GGZ Discreet, the User declares that they have read and agree to these terms.

2. GGZ Discreet expressly rejects the applicability of other terms of the User, BIG-registered practitioner, Employer or occupational health service, unless GGZ Discreet expressly provides otherwise in writing.

3. Depending on the nature of the services, additional terms, codes of conduct or instructions may apply. Where applicable, GGZ Discreet will make these clearly available.

ARTICLE 3 - NATURE OF THE SERVICES

1. GGZ Discreet is not a healthcare provider. The platform provides information and the opportunity for referral to BIG-registered practitioners, but no medical or psychotherapeutic treatment takes place on the platform. GGZ Discreet itself does not provide professional treatment.

2. No emergency service. GGZ Discreet is not suitable for acute emergencies. In an emergency or if you have serious thoughts of harming yourself, you must immediately contact a general practitioner or an emergency number.

ARTICLE 4 - SERVICES PROVIDED BY GGZ DISCREET

GGZ Discreet's main services are:

1. Platform and Content. The online platform contains reliable information about mental health. GGZ Discreet ensures that the information is current and expert, but advice is used at your own risk.

2. Online mental health match boutique. A Matching Service consisting of identifying the Employee's support needs through a resilience consultation, matching relevant personal and practical circumstances using digital tools developed by GGZ Discreet, identifying and selecting one or more suitable BIG-registered practitioners and facilitating initial contact between the Employee and a BIG-registered practitioner.

3. Reporting to the Employer. GGZ Discreet may provide the Employer with aggregated reports about the use of GGZ Discreet (for example, numbers of modules used or conversations). No personal data or identifiable information is shared with the Employer; reports are intended solely to evaluate the services.

ARTICLE 5 - RULES OF CONDUCT

1. Proper and careful use. Do not misuse the platform. Do not take any action that could harm your health, GGZ Discreet's reputation or other people's interests. Do not use the platform excessively, carelessly or for spam.

2. Use for your own wellbeing. The platform is intended for personal use.

3. Law and rules of conduct. Do not use the platform for purposes contrary to legislation, regulations or public order. Practitioner Users must also comply with their professional obligations. Respect other people's rights; do not post copyrighted material without permission and be respectful.

4. Be respectful. Aggressive behaviour, inappropriate conduct or abuse is not permitted.

5. Do not provide false information and attend scheduled conversations on time.

6. Do not share confidential information about others without permission or infringe copyright.

7. No hacking or misuse. You may not distribute viruses, bypass security, attempt to access data not intended for you or otherwise damage the platform. Attempted hacking or misuse may lead to immediate termination of your User rights.

8. Ownership and intellectual property. All content remains the property of GGZ Discreet and its licensors. You receive only a limited, personal and non-transferable licence for normal use. Copying, publishing or selling materials without written permission is prohibited.

9. Account security. Keep any username and password confidential. Do not share your account details with others. Report loss or misuse to GGZ Discreet immediately so that misuse can be prevented.

10. No guarantee of uninterrupted use. GGZ Discreet aims to provide a secure and available platform, but software may contain errors. GGZ Discreet is not liable for damage resulting from interruptions or errors. You must also provide a suitable device and an up-to-date browser.

11. Enforcement. If these rules are not followed, GGZ Discreet may take measures, including suspension or termination of your User rights.

ARTICLE 6 - USE AND CODE OF CONDUCT

1. Registration. You must register to use GGZ Discreet. Registration requires at least a first name, a work or other email address and an employer. GGZ Discreet may request additional information for certain services (for example, telephone number, date of birth, gender and Dutch citizen service number (BSN)). You confirm that the information provided is accurate, current and complete.

2. Access. After registration, you have access to the booking system for a resilience consultation and a BIG-registered practitioner. The platform is intended exclusively for private use by the Employee User and matching with a Practitioner User; other commercial use is prohibited.

3. You are responsible for your User rights. Any login details and/or login links are strictly personal and may not be shared with third parties. GGZ Discreet assumes that the person logging in is the lawful User. Report loss or misuse to GGZ Discreet immediately.

4. Use of equipment. You must provide a properly secured device and a stable internet connection. Update your software regularly and use secure networks.

5. No guarantee of results. Whether a referral produces a match with a suitable BIG-registered practitioner always depends on the circumstances of the case. A suitable match cannot be guaranteed.

ARTICLE 7 - COSTS AND AVAILABILITY

1. If the Employer has a framework agreement with GGZ Discreet, an Employee may use the Platform free of charge. For BIG-registered practitioners, the costs of using the Platform are governed by the intermediary agreement. If a BIG-registered practitioner and an Employee wish to enter into a Programme following a successful referral, its costs are invoiced to, and in principle borne by, the employer or occupational health service, unless the employer has agreed otherwise with the employee regarding who bears those costs.

2. Availability. GGZ Discreet endeavours to keep the platform and services error-free and permanently available, but cannot guarantee uninterrupted availability. Maintenance, faults or circumstances beyond GGZ Discreet's control may cause temporary unavailability.

ARTICLE 8 - LIABILITY

1. Exclusion of liability. GGZ Discreet is not liable for damage or personal injury resulting from the use of GGZ Discreet, unless the damage is the direct result of intent or gross negligence on the part of GGZ Discreet.

2. Limit on compensation. GGZ Discreet's liability is always limited to the amount paid out under GGZ Discreet's liability insurance, plus the deductible. If no payment is possible for any reason, liability is limited to direct damage up to EUR 1,000 per event. GGZ Discreet is not liable for indirect damage, consequential loss or loss of profit.

3. No medical liability. GGZ Discreet does not provide medical treatment or make diagnoses. Only the BIG-registered practitioner with whom the employee enters into an agreement is responsible for the quality of the treatment provided.

4. Device and connection. You are responsible for a proper internet connection and equipment. GGZ Discreet is not liable for damage or loss of data caused by faults with your internet provider or hardware.

ARTICLE 9 - PRIVACY AND CONFIDENTIALITY

1. GDPR compliance. GGZ Discreet processes personal data in accordance with the General Data Protection Regulation (GDPR) and other applicable legislation. The Privacy Statement describes what data is collected, for what purposes and how long it is retained.

2. Minimal data exchange. To provide GGZ Discreet, personal data is processed within the GGZ Discreet portal to create a registration and make the services available. No other data flows to or from third parties take place, unless necessary to perform the Services or required by law.

3. No access for the Employer. The Employer receives no access to individual data or conversations. Only Reporting in aggregated form (such as numbers of modules used, check-ins or conversations) is shared. These reports contain no data traceable to an individual.

4. Confidentiality of conversations. Information shared by Users is strictly confidential. Practitioner Users also have a duty of confidentiality and comply with their professional codes and GGZ Discreet's internal code of conduct. GGZ Discreet does not share substantive information about conversations or modules with the Employer.

5. Third parties and subprocessors. External service providers that process personal data may be used to operate GGZ Discreet. Appropriate agreements have been concluded with these parties. Processing takes place only within the European Economic Area, unless otherwise described in the Privacy Statement.

6. Security. GGZ Discreet takes appropriate technical and organisational measures to protect data against loss and unlawful processing.

7. Data subject rights. You have the right to object and rights of access, rectification, erasure, restriction and portability of your personal data. You may exercise these rights using the contact details in the Privacy Statement. Complaints about the handling of personal data may be submitted to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).

ARTICLE 10 - TERMINATION OF USE

1. The Employee User retains access to the system for as long as an agreement exists between the BIG-registered practitioner and the employee; the Practitioner User retains access for as long as an intermediary agreement exists between the BIG-registered practitioner and GGZ Discreet. When either agreement ends, the relevant User's right to use the GGZ Discreet Platform automatically expires. An agreement may be extended, in which case the right of use continues or is recreated.

2. GGZ Discreet offers Users the opportunity to complete a Programme before the Account is permanently closed. The Employer guarantees the associated costs, even if the Employee User leaves employment or otherwise ends the relationship with the Employer in the meantime. The provisions of the Intermediary Agreement remain valid.

3. The User may terminate the right of use at any time by deleting their registration or sending a deletion request to GGZ Discreet. GGZ Discreet will delete the registration and associated personal data, subject to statutory retention obligations.

4. Termination by GGZ Discreet. GGZ Discreet may terminate the right of use with immediate effect if the User acts contrary to these terms of use or applicable legislation. GGZ Discreet is not required to refund fees already received unless the termination is attributable to a breach by GGZ Discreet.

5. Continuing provisions. Provisions intended by their nature to remain in effect after termination (such as those concerning liability, confidentiality, intellectual property and privacy) continue to apply after the Agreement ends.

ARTICLE 11 - FORCE MAJEURE AND THIRD PARTIES

1. Force majeure. There is no attributable breach if GGZ Discreet cannot perform the Services due to force majeure. Force majeure includes staff illness or absence, electricity or internet failures, pandemics, natural disasters, government measures, hardware or software faults and other external causes beyond GGZ Discreet's control.

2. Duration of force majeure. If force majeure lasts longer than thirty (30) days, both GGZ Discreet and the User may terminate the Agreement with immediate effect without a refund of fees already paid.

3. Use of third parties. GGZ Discreet may transfer rights and obligations under the Agreement to third parties and engage third parties in performing the Services. The User may not transfer their rights without GGZ Discreet's prior written permission. Parties engaged by GGZ Discreet act as processors on its behalf; they act in accordance with GGZ Discreet's instructions and are contractually bound to confidentiality.

ARTICLE 12 - INTELLECTUAL PROPERTY

1. Ownership. All intellectual property rights relating to GGZ Discreet, the website, tools, content and Services belong to GGZ Discreet or its licensors. None of these rights is transferred to the User.

2. Limits on use. The User receives a revocable, non-exclusive and non-transferable licence to use GGZ Discreet for their own personal use. Copying, publishing, selling, renting out, licensing, reverse engineering or otherwise using GGZ Discreet or parts of it without prior written permission is prohibited.

ARTICLE 13 - COMPLAINTS

1. First point of contact. If the User has questions or is dissatisfied with GGZ Discreet, a conversation or a BIG-registered practitioner, they may first discuss this with the BIG-registered practitioner concerned.

2. Contacting GGZ Discreet. If consultation with the BIG-registered practitioner is not possible or the Employee User feels uncomfortable doing so, they may contact GGZ Discreet at info@ggzdiscreet.nl. GGZ Discreet aims to respond within five working days and treats complaints confidentially.

3. Appeal procedure. If a complaint is not resolved satisfactorily, the User may use the BIG-registered practitioner's complaints procedure, contact an independent disputes committee or bring the matter before the competent court or disciplinary tribunal.

ARTICLE 14 - FINAL PROVISIONS

1. Changes to the terms. GGZ Discreet may amend or supplement these terms of use. The latest version is always available on the GGZ Discreet platform. GGZ Discreet will inform the User of substantial changes. If the User does not agree to the amended terms, they must stop using the platform.

2. Invalidity. If a provision of these terms is void or annulled, the remaining provisions remain fully in effect. GGZ Discreet will draw up a new provision that comes as close as possible to the original intention.

3. Governing law and competent court. These terms, the use of GGZ Discreet and the Agreement are governed exclusively by Dutch law. Disputes will be submitted to the competent court in Amsterdam, unless mandatory law designates another court.

4. Language. These terms of use have been drawn up in Dutch. Any translations are for information only. In the event of differences, the Dutch version prevails.