

# Zorgzaam app terms of use



This document tells you about the rules that apply when you use our app. It explains rights and obligations, for you and for us. So it's important to go through it carefully.

## 1. General

- 1.1 These Zorgzaam app terms of use ("**terms of use**") apply to the use of the Zorgzaam app ("**app**"). VGZ Zorgverzekeraar N.V. offers this app. VGZ's office is located in Arnhem at Nieuwe Stationsstraat 12 (6811 KS). You can always read the terms of use at [the website of Zorgzaam](#).
- 1.2 Zorgzaam is entitled to amend these terms of use if it considers it necessary. We always inform you of updated conditions through an update of the app. After accepting the (amended) terms of use, they take effect immediately. Do you not accept the terms of use? Then you may not use the app (anymore).
- 1.3 To access the app for the first time, log in using your DigiD. You can then create an account and choose your own PIN. You can link this PIN to other features on your phone that can verify your identity, such as fingerprint and facial recognition.
- 1.4 The app is only for (future) Zorgzaam policyholders aged 18 or older.

## 2. Using the app

- 2.1 The app is designed to help you with various matters concerning your health and care. You can view your health insurance details and can also manage your healthcare affairs through the app. These features of the app are subject to insurance terms and conditions. Through the app, we offer you an overview of your insurance policies, your claims and messages. In addition, the app can also be used to access (other) services and products of Zorgzaam and/or other parties than Zorgzaam.
- 2.2 If you want, you can give permission in the app for:
  - a) Notifications about new messages in your Inbox, an unpaid invoice, the status of your claim and/or newsletters.
  - b) Emails with information about your health insurance and/or invitations to customer surveys.
  - c) Service or marketing messages about Zorgzaam's products and services or those of other parties than Zorgzaam.
  - d) Get access to services from other parties than Zorgzaam.
- 2.3 Without permission from Zorgzaam, you may not disclose and/or edit, copy and/or distribute any information and services from the app. All rights to the app, including intellectual property, belong to Zorgzaam or its other rights holders. Zorgzaam grants you a personal, non-exclusive, non-transferable and revocable right to use the app on your device.
- 2.4 You are responsible for careful use of the app. It is important that you:
  - a) Not let anyone watch when you log into the app
  - b) Download the latest version of the app
  - c) Use devices that allow proper security and connection of your device to the app.
  - d) Report abuse or suspicions of abuse. Do you know or suspect something is wrong, or is someone else pretending to be you? If so, contact Zorgzaam and revoke access to the app using the "Remove app notification" option.Also consider the terms of use of:
  - The provider of the app, such as the App Store or Google Play Store.
  - The vendor of the device you are using the app on.
- 2.5 You must **not** do the following with the app:
  - a) Use them for actions and/or behaviour if it goes against laws or regulations, good morals, public order or rights of other parties than Zorgzaam.
  - b) Use it for (commercial) activities without written permission from Zorgzaam. Such as selling products or services, sending commercial messages, offering games or recommending another app.
  - c) Use it in such a way that it prevents (proper) operation, makes it no longer safe or causes damage to Zorgzaam, the app or other parties than Zorgzaam.
  - d) Spread viruses or otherwise interfere with devices or systems of Zorgzaam or other users.

### 3. Privacy

- 3.1 The downloading and use of the app is subject to the [Privacy statement of Zorgzaam](#).
- 3.2 To make the app as easy to use as possible, we collect data on the use of the app. We use your customer number in doing so. We only use this data to improve the app.
- 3.3 Do you extract documents from the app to save them on your own device? If so, you are responsible for it. It is up to you to handle this carefully.
- 3.4 We work with other parties to provide you with an optimally functioning app. Sometimes they need more insight, for example into (special) personal data. We only share personal data necessary for the task they perform for us. We also always make agreements with these parties in this regard. Such a contract (processor agreement) describes exactly what they can or cannot do with this data. These are the parties involved:
- Mendix – They provide the platform on which this app was developed. They have access to data on feedback (from the 'Give your opinion on the app' feature). If you input personal data or information about your health in there, they could see it.
  - Ordina NV – They provide IT staff to help us develop this app. They have the ability to see all data, such as (special) personal data. However, they never use this ability in the course of their work. Moreover, they may only access that data with Zorgzaam's permission and supervision.
  - Expoints BV – They provide the solution for providing and collecting feedback on this app. They also have access to your opinion on features of this app, if you have shared them.

### 4. Use of apps or websites of parties other than Zorgzaam

- 4.1 Through the app, you can access other apps or websites related to health or care. These may have been developed by parties other than Zorgzaam. Should you use any of them, we'll save your customer number. This way, you'll always see the apps or websites you use under 'All services'.
- 4.2 Zorgzaam uses the following information to show websites and apps that suit your situation:
- a) Your group insurance;
  - b) The coverage of your supplementary insurance package;
  - c) The region (postcode) where you live.
- That way, you only get to see services you can actually use.
- 4.3 Zorgzaam never has access to data on the use of other parties' apps or websites. However, this other party may have access to certain (personal) data. What data this is and how it's used can be read in that party's terms of use.

### 5. End of use

- 5.1 Is your health insurance with Zorgzaam coming to an end? If so, you can still use the app for a while. In fact, you can arrange or view something via the app for up to 3 years after cancelling your insurance with us. Good to know: you will no longer be able to see all features in the app.
- 5.2 Does Zorgzaam believe that you are not complying with these terms of use? If so, Zorgzaam is entitled to take any action it believes is necessary. Such as (i) (temporarily) stopping access to the app or your registration, or (ii) recovering possible damages or costs.
- 5.3 You can stop using the app at any time. If you wish to do so, choose the "Delete app registration" option in the app. Your login details will be deleted immediately and use of the app will no longer be possible.

### 6. Liability

- 6.1 Except in cases of intent or gross negligence, Zorgzaam is not liable for damage resulting directly or indirectly from:
- a) The (temporary) unavailability of the app. For example, due to updates or maintenance or the device on which you use the app not working (properly).
  - b) Errors or incomplete information in the app.
  - c) An unauthorised login, as long as you have not already notified us.
  - d) App data you store outside the app.
  - e) The (temporary) termination of your right of use because you did not comply with the agreements in these terms of use.
- 6.2 For app maintenance, Zorgzaam may (temporarily) stop access to the app in part or in full. Zorgzaam will never (temporarily) restrict or stop access or use of the app without urgent or legitimate reasons.

## **7. Dutch law**

Only Dutch law applies to these terms of use. The competent court in Arnhem will decide all disputes arising from the app and/or these terms of use.

## **8. Contact**

Do you have any questions, comments and/or complaints? If so, go to the menu of the app, then Service and choose 'Contact'. We're happy to help.

*This version is dated August 1<sup>st</sup> 2023.*