

GENERAL TERMS AND CONDITIONS OF USE

www.pobos.be – www.trauma.be
www.poboslink.be

Latest version (last modified on 14 April 2021)

POBOS is the trade name of a consultancy centre for welfare in organisations, established by the BV POBOS, with registered office at BE-9831 Sint-Martens-Latem, Philippe de Denterghemlaan 44 and registered in the Crossroads Bank for Enterprises under number 0656.914.583. (hereinafter referred to as "POBOS").

POBOS offers a unique range of services with the aim of improving people's welfare both in the workplace and in private life.

It promotes its welfare services via the websites www.pobos.be, www.trauma.be and www.poboslink.be, among others. POBOS is the domain name holder of the websites mentioned.

Via the general websites www.pobos.be and www.trauma.be, POBOS informs users about its products and services. The website www.poboslink.be includes a file management system and customer portal concerning the POBOS services in work-related welfare.

Both websites are referred to in the present text as 'Website', unless explicitly stated otherwise.

To distinguish the services it offers POBOS is the holder of a Benelux figurative mark "POBOS", registered on 11/07/2005 under number 0769963.

POBOS appreciates your interest in its services and your visit to the Website. It grants you access to the Website and to the services it provides in accordance with the following terms and conditions of use (hereinafter: General Conditions of Use) and all applicable laws. By visiting and viewing the Website, the User accepts the General Conditions of Use as described in this document, without restriction or exclusion.

1. DEFINITIONS

For the purpose and objectives of the present General Conditions of Use, the terms listed below shall have the following meanings:

“Website”	The websites www.pobos.be , www.trauma.be and/or www.poboslink.be .
“User”	Any person who surfs the Website.
“Person Concerned”	The natural person (private individual) for whom a file is submitted to POBOS with a view to providing care or treatment to the Complainant or a Relative.

“Internal Employee”	Personnel employed by POBOS, contractually bound by confidentiality, discretion and professional secrecy.
“Counsellor”	External staff member whom POBOS calls upon within the scope of its services to provide care or treatment to the Complainant or a Relative, and in some cases a psychologist or a social worker.
“Client”	The principal and payer to POBOS for the services provided, as the case may be, the employer of the Complainant, the insurer or the organisation, sector or professional federation to which the Complainant belongs.

2. OBJECT, ACCEPTANCE & MODIFICATION

2.1 object

These General Terms and Conditions of Use contain the provisions and conditions applicable to viewing and using the information and services offered on and via the Website.

2.2 acceptance

By accessing the Website, whether on the public or private area, you acknowledge that you have read, understood and expressly agree to the General Terms and Conditions of Use.

If you are of the opinion that you cannot or will not comply with these General Terms and Conditions of Use, POBOS requests you not to surf the Website or make use of the services offered.

2.3 modification

POBOS is free to change these General Terms and Conditions of Use without prior individual notice. Please therefore check these conditions regularly.

A change to the General Terms and Conditions of Use will be announced by stating the date when the change was made. This mention can be found in the heading of the General Terms and Conditions of Use.

The User will only be able to continue enjoying the services offered by POBOS if he or she expressly agrees with the change to the General Terms and Conditions of Use.

If one or more of the clauses of the General Terms and Conditions of Use are declared invalid or unenforceable by virtue of a court decision, the clause(s) concerned will be deemed to have lapsed, while the remaining clauses of these General Terms and Conditions of Use will remain in full force and effect.

3. SPECIFIC USE OF THE WEBSITE WWW.POBOSLINK.BE

3.1 General use

The website www.poboslink.be comprises a file management system and customer platform concerning the POBOS services in the context of work and/or private related welfare care.

3.2. Application

The Website and the associated services of POBOS are (for legal reasons) not accessible to minors. A User must be at least eighteen (18) years old. If you do not meet this requirement, you must refrain from using the Website or demonstrably be accompanied by an adult.

POBOS reserves the right to verify the correctness and completeness of the data entered upon request by means of a copy of the identity document of the (candidate) Person Concerned, which POBOS may request at any time. If the (candidate) Person Concerned refuses to comply with this request, this will automatically result in the application for care or treatment being refused, suspended or even terminated.

POBOS reserves the right to refuse an application without being obliged to give reasons for such refusal.

3.3. Application by a Counsellor or Customer

A Counsellor or Customer can log in to the Website using his/her login code and password that were created during initial registration at POBOS.

This login code and password are strictly personal. The Counsellor/Client shall refrain from passing on these data to third parties or making them public in any way. The Counsellor/Client is liable for any damage resulting from passing on his or her login code and/or password to third parties or making them public in any way.

In the event of loss or theft of his/her login code and/or password the Counsellor/Client undertakes to inform POBOS immediately.

If a User, Person Concerned or an Counsellor/Client becomes aware of the login code and/or password of another person, he/she shall inform POBOS immediately by sending an e-mail to info@pobos.be.

In the interest of the security of the Website and the protection of personal data, POBOS reserves the right, after such notification and without any obligation to justify, to temporarily block or permanently close down access via the login code and password concerned.

The period of validity of the login code and password will be determined in function of the cooperation with POBOS. Upon termination of the cooperation with POBOS the login code and password will be closed and the Counsellor/Client will not be allowed to use these data.

3.4. Prohibited use

The User is prohibited (non-exhaustive list) from using the Website, inter alia:

- For commercial purposes, in particular for - but by no means limited to - advertising, renting and/or selling goods or services;
- For distributing computer viruses, illegal or illicit material or material which is inappropriate in any way;
- To break into a computer or the systems of POBOS or a third party;
- To damage, interrupt, cease or render less efficient the Website in any way;

- To disseminate information that, on the basis of e.g. contractual relationships or privacy legislation, should be regarded as confidential or personal;
- To perform any act that has the purpose or effect of causing the Website to malfunction or in any way restricting, disrupting or preventing the enjoyment of the User's use.

The User is not permitted to use a file or data of the Complainant for any purpose other than to request, create or manage the file of the Complainant in the context of the care or treatment provided to the Complainant.

Every User must refrain from posting insulting, discriminatory or somewhat insulting remarks on the Website regarding a Complainant or another User.

A User is not permitted to use his/her login code and/or password to perform unlawful actions, to commit criminal offences or to perform actions that are contrary to generally accepted standards and values that POBOS strives for. Amongst others, a User is prohibited from :

- Using his login code and/or password for any purpose other than to request, create or manage his file(s);
- Gaining unauthorised access to the personal data stored by POBOS in other than his/her own file(s).

POBOS has the right, after an infringement has been established, to block or remove the infringing log-in code and related password without prior warning or notice of default and without any judicial intervention.

Any unauthorised use can be reported by e-mail to info@pobos.be.

If POBOS becomes aware of any act that constitutes an offence, it will immediately notify the competent services.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Intellectual rights POBOS

POBOS is protected as a trade name and is also a registered Benelux figurative mark owned by BV POBOS.

The Website is registered with "Domain Name Registration Services Belgium" with registered offices at 3001 Leuven, Ubicenter, Philipssite 5, bus 13 (abbreviated: "DNS Belgium").

- www.pobos.be: since 1 August 1999
- www.trauma.be: since 10 August 2016
- www.poboslink.be: since 18 December 2013

POBOS, or its suppliers and partners, are the holders of the intellectual property rights (including - but by no means limited to - the copyrights, trademark rights, drawings and models rights) on the design and content of the Website (including - but by no means limited to - the texts, images, logos, HTML code, meta tags and icons). Parts of the Website contain illustrations that are subject to the rights of certain suppliers of POBOS.

Information from the Website (including - but not limited to - text, presentations, illustrations, photographs and sound) may not, unless otherwise stated, be copied, transferred, distributed or stored without prior written permission from POBOS. Modifications to the contents of the Website are expressly prohibited.

The possibility of downloading or copying (part of) the design or content of the Website does not grant the User any permission for any use other than private and non-commercial use.

Modifications to the content of the Website are expressly prohibited.

4.2. Content posted by Users

The User must ensure that the content posted by him/her on the Website does not infringe the intellectual property rights of any third party.

The User will indemnify POBOS both in and out of court for any damage and costs arising from a claim by a third party regarding the content posted by the User on the Website of which that third party believes or has been proven to infringe the (intellectual property) rights of that third party.

5. LIABILITY

No rights or claims can be derived from the information shown on the Website. POBOS cannot be held liable for possible outdated, incomplete or incorrect information.

POBOS strives to maintain the Website regularly and to protect it from computer viruses, interruptions, errors in the network or any other malfunction. In this context, POBOS has taken sufficient safety measures in the areas of hosting, SQL server, application https, encryption against injections, e mail traffic, minimum password length and back-up.

POBOS cannot be held liable for damages resulting directly or indirectly from a visit to the Website, from attacks by computer viruses via or on the Website or from malfunctions, interruptions or errors in the network.

Links are offered as a service to Users. The reference to a link does not necessarily imply any collaboration between POBOS and the owner of the link. POBOS cannot be held liable for the functioning and content of links placed on the Website, nor for the processing of personal data via these links.

POBOS may at any time and without prior notice change the structure and content of the Website.

Except for unforeseen circumstances that require immediate maintenance of the Website, POBOS strives to announce in advance on the home page of the Website any interruption of the Website due to maintenance works.

POBOS cannot be held responsible for the loss of your login data (login code and password).

POBOS cannot be held responsible for the content placed on the Website by Users. The User is responsible for the content placed by him/her on the Website and is liable for any damage resulting from this content.

POBOS cannot be held liable for the use of the information offered on the Website by Users and any damage resulting from this.

POBOS cannot be held liable for the content of, or any damage resulting from the correspondence and possible agreements between two or more Users.

6. PRIVACY POLICY

6.1. Privacy policy

For the privacy policy of POBOS please refer to the Website, click on the tab 'Privacy policy'.

6.2. Cookies

The Website makes use of cookies. Cookies are small files that are stored on your computer as soon as you surf the Website. The use of cookies allows POBOS to collect information about your use of the Website. This way, your use of the Website can be analysed in order to improve your user experience and provide you with more targeted information.

If you do not want the Website to store cookies on your computer, you can set your internet browser to not allow this. In that case, however, there is a possibility that the Website will no longer function as before or that you will not be able to use the services and information provided by POBOS.

POBOS is not responsible for and does not use the cookies of third parties that are left on your computer through the Website. If necessary, the privacy policy of this third party will apply and that party will be responsible and liable for the cookies left by it.

6.3. IP adress

When you visit the Website, POBOS records your IP address.

POBOS reserves the right to identify your computer connection on the basis of your IP address in the event of abuse, breach of the General Terms and Conditions of Use or if regularly requested to do so by the competent judicial and police authorities.

6.4. Access, modification and objection

The Person Concerned has the right to access and obtain a copy of the personal data processed by POBOS. The Person Concerned has the right to have the personal data stored by POBOS corrected.

The Person Concerned may object, free of charge, to the processing of his/her personal data, but only if the processing of his/her personal data is not necessary in the context of the services offered by POBOS or in the light of a legal obligation.

The Person Concerned may also withdraw his/her consent to the processing of his/her personal data. However, such withdrawal will result in the closure of the Complainant's file. If necessary, POBOS may no longer provide its services to the Person Concerned.

If the Complainant wishes to make use of the above possibilities, we refer the Complainant to our privacy policy, which is published on the Website.

7. COMPLAINTS

If the User has a complaint about POBOS, the Website or another User, if the User notices a breach of the General Terms and Conditions of Use or if the User has noticed a use that may in any way be harmful to him/herself, POBOS, the Website or another User, this User is requested to contact POBOS via info@pobos.be.

POBOS undertakes to examine the complaint as a matter of urgency but has the final say on the merits. POBOS is under no circumstances obliged to treat the complaint any further nor to keep the User informed about the outcome of the complaint.

8. COMMENTS, QUESTIONS AND SUGGESTIONS

POBOS has composed this Website with the utmost care. POBOS welcomes suggestions or comments.

All information provided to POBOS with suggestions, ideas and others will be regarded as non-confidential and public, with the exception of information and/or (sensitive) personal data that fall under the privacy policy (see Website).

By communicating your ideas and suggestions, you give POBOS the permission and right to apply them freely, whether or not in modified form.

9. APPLICABLE LAW AND COMPETENT COURTS

The General Terms of Use and the use of the Website and/or the services of POBOS are governed by Belgian law.

The courts of East Flanders, department of Ghent are competent to take cognizance of any dispute arising between POBOS and a User of the Website.

End of the General Terms and Conditions of Use.