

Terms of use Pela

Last modified: date 2020

Only the people who are members of your group can read the messages in your group.

Pela always uses a secure internet connection (https).

Want to know more? Read our complete terms of use below. By registering for Pela and confirming your email address, you agree to these terms.

The Pela application ("App"), the joinpela.com website and any additional services are offered by Pela B.V. ("Pela"). These terms of use apply to your use of our services.

1. Use of the App, website and any additional services

Before you can use our services, you must register. This can be done via the App or website and registration is free. When your registration is complete, you can immediately use the service.

An account is personal. You are therefore obliged to protect access to your account with a username and password of your choice and to keep that information secret. Pela is not liable for abuse of your account that is the result of a circumstance attributable to you.

If you select / create a username or similar identification for your account or care group, Pela reserves the right to remove or recover it.

2. Processing of data

Pela processes your personal data. Insofar as your permission is required for this, we will first ask for it. Read our privacy policy for more information about personal data processing.

You are obliged to ensure that all personal data that you provide to Pela is correct and up to date.

If you are a healthcare professional who participates in a healthcare group, you are responsible for complying with the applicable medical legislation, rules of conduct and confidentiality obligations.

3. Security of the service

We do everything we can to keep our App and website safe. It is therefore forbidden to:

- Posting unauthorized commercial messages (such as spam and advertising);
- use user content or information for commercial or charitable purposes;
- use the App or website via automated means (such as harvesting bots, robots, spiders or scrapers) without prior written permission from Pela;
- upload or share viruses or other harmful codes;
- ask other users to provide their credentials;
- use another user's account;
- post hateful, threatening or pornographic content or content that incites violence. It is also prohibited to post nude images or images that contain unnecessary violence;
- use the App or website for illegal, misleading, malicious or discriminatory activities;

disrupt, overload, or render impossible the proper functioning or display of our App or website, for example through a Denial of Service attack or by disruption of page display or other functionalities of the App or website;

facilitate or encourage violations of these Terms of Use; and

infringe the intellectual property rights of Pela or a third party.

In the event of a breach of the Terms of Use, Pela may intervene itself to end the breach.

Pela is entitled to take all measures available to it that it reasonably deems necessary to avert or prevent nuisance, damage or other danger to the functioning of the computer systems, the network of Pela or the services via the internet.

Pela is at all times entitled to report criminal offenses that have been discovered.

You indemnify Pela against all claims by third parties with regard to content, information or data placed by you.

4. Intellectual property

The App, website, associated software, as well as all information, (trade) names and images on the App and website are the intellectual property of Pela. No one is entitled to copy or use it without permission from Pela, other than as necessary for normal use of the App or website.

Information that you publish or store yourself through the service belongs to you. By accepting these conditions you grant Pela a non-exclusive and unlimited right of use of this information, insofar as this does not conflict with morality or privacy, and insofar as this does not conflict with the rights of third parties.

You may edit or delete information that you publish or store via the service. However, deleted content may remain in backups for a reasonable time. Deleted content is not visible to other users.

5. Content sharing

You may not post content or perform actions that violate or violate the rights of others, or the law.

Posted content and information can be removed by Pela, if Pela believes that the terms of use have been violated.

Infringement of the intellectual property rights of others can lead to the deactivation of your account by Pela.

You do not place any other person's identity documents or sensitive information on the App or website without obtaining prior permission from that other person.

6. Changes to these Terms of Use

You give Pela the right to change (parts of) these conditions at any time.

Pela will announce any changes or additions through the service at least seven (7) days before they come into effect so that you can take note of them.

If you do not accept a change or addition, you can stop using the App, website and any additional services by deactivating your account. This is possible - without being bound by the new conditions - until the date of entry into force of the amended conditions. If you continue to use the App, website or additional services after changing the conditions, you agree to the changed conditions. Of course you can also deactivate your account at any time.

7. Mobile and other devices

If your mobile phone number has been changed or deactivated, you must update your account information with Pela within 48 hours.

You grant permission and all rights necessary so that users can sync their devices (including through an application) with all the information and contact information they can see on the App or website.

8. Disputes

All disputes regarding the App, website or additional services are exclusively governed by Dutch law.

9. Other provisions

These terms of use constitute the entire agreement between the parties with regard to the use of the App and website and apply above any previous agreements.

Pela can deactivate your account if you have not used your account for at least 12 months.

In that case you will first receive a reminder email to the e-mail address known to Pela.

If a provision of these terms of use is not enforced, this does not mean that Pela grants permission.

Rights and / or obligations under these Terms of Use may not be transferred by the user (the administrator of an account) to a third party without the prior written consent of Pela.

We reserve all rights not expressly granted.

10. Contact information

If you have any questions about these terms of use, please contact us using the details below:

address details Pela