

Terms and Conditions Application

A. Our Terms

1. These Terms explain how you may use this application (App), which is provided by us on a subscription base.
2. References in these Terms to the App includes the following websites and all associated subdomains and web pages:
ccapp.nl, flow-time.app
3. You should read these Terms carefully before using the App.
4. By accessing or using the App or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
5. If you do not agree with or accept any of these Terms, you should stop using the App immediately.
6. If you have any questions about the App, please contact us by:
e-mail: info@ccapp.nl, or
telephone: +31 348 493000
7. Calls will be answered at the following times:
Monday - Friday/ 08:30 - 17:00 Amsterdam time.
8. We may record calls for quality and training purposes.
9. Definitions:

Content

means any text, images, video, audio or other multimedia content, software or other information or material submitted to or in the App;

Terms

means these terms and conditions of use as updated from time to time;

Intellectual property rights

means rights such as copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world);

Unwanted Submission

has the meaning given to it in the section entitled "submitting information to the app";

Privacy policy

means the policy (<https://flow-time.app/privacy/>), which governs how we process any personal data collected from you;

App

Using the Flow Time method, health care professionals shadow each other at work. Using the application, the follower will register the activities of the shadowed colleague. They will first select a measurement profile that matches their work process.

Besides activities, the follower will register any interruptions, waste and relevant observations. After completing the measurement, the results will be available immediately in the application.

We, us or our

means CC APP BV (company registration number KvK 60497971) (VAT registration number VAT NL853936626B01) the registered office of which is at:

CC App
Houttuinlaan 14
3447 GM Woerden
The Netherlands

References to us in these Terms also includes any group companies which we may have from time to time.

You or your

means the person accessing or using the App or its Content.

10. Your use of the App means that you must also comply (where applicable) with: our Privacy policy.
11. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the App following the posting of changes will mean that you accept and agree to the changes.

B. Using the App

1. The App is for commercial and non-exclusive use only. As long as you comply with these Terms of Use CC APP BV grants you a non-exclusive, non-transferable, and commercial limited privilege to enter and use the App.
2. You may not use any "page-scraper", "robot", "spider", "deep-link" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, copy, acquire, or monitor any part of the App, or in any way reproduce or circumvent the navigational structure or presentation of the App or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the App.
3. You may not attempt to gain unauthorized access to any part or feature of the App, or any other systems or networks connected to the App or to any of our servers, or to any of the services offered on or through the App, by password "mining", hacking or any other illegitimate means.

4. You may not scan, probe or test the vulnerability of the App or any network connected to the App, nor breach the security or authentication measures on the App or any network connected to the App.
5. You may not reverse look-up, trace or seek to trace any information on any other user of the App, or any other customer of ours, to its source, or exploit the App or any service or information made available or offered by or through the App, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the App.
6. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the App or our systems or networks, or any systems or networks connected to the App.
7. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the App or any transaction being conducted on the App, or with any other person's use of the App.
8. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the App or any service offered on or through the App. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
9. You may not use the App or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes our rights or those of others.
10. The App is intended for use only by those who can access it from within the EU. If you choose to access the App from locations outside the EU, you are responsible for compliance with local laws where they are applicable.
11. You agree that you are solely responsible for:
 - (a) all costs and expenses you may incur in relation to your use of the App; and
 - (b) keeping your password and any other account details confidential.
12. We seek to make the App as accessible as possible. If you have any difficulties using the App, please contact us at info@ccapp.nl
13. We may prevent or suspend your access to the App if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

C. Ownership, use and intellectual property rights

1. This App and all intellectual property rights in it, including but not limited to any Content, are owned by us, our licensors or both (as applicable). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

2. Nothing in these Terms grants you any legal rights in the App other than as necessary to enable you to lawfully access the App as intended and authorized by us. You agree not to adjust to try to circumvent or delete any notices contained on the App (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the App.

3. Trademarks:

The following are our trademarks:



Other trademarks and trade names may also be used in this App. The use of any trade marks in the App is strictly prohibited unless you have our prior written permission.

D. Submitting information to the App

1. While we try to make sure that the App is secure, we cannot guarantee the security of any information that you supply to us. We therefore cannot guarantee that it will be kept confidential. For that reason, you should not submit any information that you regard as confidential, commercially sensitive or valuable to the App.

E. Accuracy of information and availability of the App

1. While we try to make sure that the App is accurate, up-to-date and free from bugs, we cannot guarantee that it will be. Furthermore, we cannot guarantee that the App will be fit or suitable for any purpose. Any reliance that you may place on the information of this App is at your own risk.
2. We may suspend or terminate operation of the App at any time as we see fit.
3. Content is provided for your general information purposes only and to inform you about features and services that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
4. While we try to make sure that the App is available for your use, we do not promise that the App is available at all times nor do we promise the uninterrupted use by you of the App.

F. Limitation on our liability

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any losses. This exclusion shall include, but not be limited to:

- a. losses that:
 - i. were not foreseeable to you and us when these Terms were formed; or
 - ii. that were not caused by any breach on our part
- b. business losses; and
- c. losses to non-consumers.

G. Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

H. Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

I. Disputes

1. We will try to resolve any disputes with you quickly and efficiently.
2. If you are unhappy with us, please contact us as soon as possible.
3. If you and we cannot resolve a dispute using our complaint handling procedure, we will:
 - a) let you know that we cannot settle the dispute with you; and
 - b) consider the need for Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaint.
4. If you want to take court proceedings, the relevant courts of the Netherlands will have exclusive jurisdiction in relation to these Terms.
5. Relevant Dutch law will apply to these Terms.