

Personal Data Privacy Policy

As the Client is solely liable for the operating requirements of the software package, he shall ensure the compliance of the operating requirements with the applicable law especially with the provision of French Act « Loi informatique et liberté » dated as of January 6th 1978 related to processing of personnel data and provisions of French Public Health Code.

Acting under his sole liability, he shall proceed with the CNIL to the statements and necessary authorizations to the implementation of a system for collection and processing of health-related data.

He shall inform the people involved about the reasons for the implementation of the system and ensure that they have given their prior consent.

He shall inform them of their rights: right of access to data, right of rectification (data update) and right of objection (data deletion).

The Client shall appoint a data processing officer and shall take every reasonable precaution to prevent the data from modification, deletion or access to the processing by unauthorized third party. He shall implement an empowerment procedure ensuring that only authorized persons have access to the data.

It is recalled that personal health data are strictly covered by the obligation of professional secrecy (Article 226-13 of French Criminal Code). The same applies to any and all data that the Provider may become aware of during the performance of this agreement.

The Provider undertakes to take every reasonable precaution in order to safeguard the security of the information and especially to prevent the data from being distorted, damaged or shared with any unauthorized person.

The Provider undertakes to entrust the storage of the health data with a certified hosting company within the meaning of Article L.1111-8 of the French Public Health Code.

The Provider undertakes to ensure the continuation of the hosting company's certification throughout the term of the agreement and as long as such certification is required by the applicable legal provisions.

In the event of change of the hosting company the Provider undertakes to inform the Client about such change without delay and provide the contact information of a new certified hosting company.

The Provider undertakes to comply the following obligations and shall expect the same from his employees and staff.

- Not to copy any documents or information material that he has been entrusted with apart from the ones necessary to the performance of this provision;
- Not to use documents or information for any other means than the ones provided within this agreement;
- Not to disclose these documents or information to any third party whether they are private or public persons or natural or legal persons;
- To take every reasonable precaution to prevent a diverted or unlawful use of the data files during the performance of this agreement;
- At the end of the agreement, to proceed with the immediate destruction of any annual or computerized file storing the data that has been provided.

Any maintenance operation shall be subject to a technical description sent to the Client providing dates, nature of operations and names of the service technicians.

In the event of remote maintenance enabling remote access to the Clients' files, the Provider undertakes to enable the Client to identify the source of any external intervention. To this end, the Provider undertakes to obtain the Client's prior consent before any remote maintenance operation that he shall initiate.

Records shall be set under the Client's and the Provider's liability and shall provide dates and detailed nature of the remote maintenance operations in addition to the names of the service technicians.