



# General Terms of Use

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# Medical Study Upload Service

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**[www.acetiam.eu](http://www.acetiam.eu)**

A Société par Actions Simplifiée Unipersonnelle (French simplified single shareholder company) with capital of 365,245 euros | Company registration number (RCS) RENNES 535 191 571 | "SIRET"

code 535 191 571 00038 | "NAF" code 5829C

## 1. Legal notice

1. Pursuant to article 6 of French law No. 2004-575 dated June 21, 2004, on trust in the digital economy, users are informed of the identity of the various participants in the implementation and monitoring of this service.

2. **Software Publisher:** ACETIAM, a simplified single shareholder company with capital of 365,245 euros, whose registered office is located at 11, rue du Bois de Soeuvres – La Palmeraie à Vern-sur-Seiche (35770), France, registered in the Trade and Companies Register of Rennes under number 535 191 571 and whose Intracommunity VAT number is FR47 814 845 343 – Phone (+33 (0)2 99 14 33 88) – email: (info@acetiam.eu).

Hereinafter referred to as the “Company”.

3. Person responsible for the publication: The person responsible for the publication is Mr Frédéric SEREIN<sup>1</sup>.

4. **Operator:** ACETIAM's Medical Study Upload Service is operated by ACETIAM<sup>2</sup>.

5. **Service Host:** OVH, whose registered office is located at 2 rue Kellermann, Roubaix (59100), France – Phone: (+33 (0)8 203 203 63).

6. The User acknowledges that the use of the Medical Study Upload Service requires him or her to read and accept these General Terms of Use, as well as comply with all the provisions defined in these GTU.

7. For any queries relating to the application of these GTU, please contact the operating manager.

## 2. Definitions

8. The terms below, regardless of whether they are in the singular or the plural, have the meaning and weight given below in the context of agreeing to and implementing these general terms of use.

“**ACETIAM Nexus**” refers to the solution that enables the transfer of cases containing medical images.

“**GTU**” refers to these general terms of use of the Medical Study Upload Service and Services by the Users.

“**Consent**” of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

“**Personal data**”, means any information relating to an identified or identifiable natural person (hereinafter referred to as “data subject”); is deemed to be an “identifiable natural person”, a natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, identification number, location data or online identifier, or to one or more factors specific to their physical, physiological, genetic, mental, economic, cultural or social identity.

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<sup>1</sup> Pursuant to article 6-III-1 of French law No. 2004-575 dated June 21, 2004, on trust in the digital economy, this is the name of the director or co-director of the publication and, where applicable, that of the person responsible for the drafting of the same pursuant to article 93-2 of French law No. 82-652 dated July 29, 1982, which stipulates that “[...] When the service is supplied by a legal person, the director of the publication is the Chair of the Management Board or Board of Directors, according to the form of the legal person [...]”

<sup>2</sup> Change if the service operator is not ACETIAM.

**“Recipient”** refers to a natural or legal person, public authority, agency or another body to which the personal data are disclosed, whether a third party or not. However, public authorities that may receive personal data in the framework of a particular inquiry in accordance with EU or Member State law will not be regarded as recipients; the processing of such data by such public authorities complies with the applicable data protection rules according to the purposes of the processing.

**“Healthcare Center”** refers to any healthcare center that has entered into a service agreement with the Company which authorizes it to use the Medical Study Upload Service and ACETIAM Nexus in order to deliver a Tele-Imaging Service.

**“Identifier”** refers to the User's identifier that allows him or her to access the Service. It is an email address.

**“Patient”** refers to any Healthcare Center patient.

**“Medical Study Upload Portal”** means a private internet space (website or interface) on which the Medical Study Upload Service is available.

**“Healthcare Professional”** refers to a healthcare professional who works in a Healthcare Center, delivering a Tele-Imaging Service via the Medical Study Upload Service.

**“Data Controller”** means, pursuant to amended French Law No. 78-17 dated January 6, 1978, relating to Information Technology, Data Files and Civil Liberties and the EU Regulation 2016/679 dated April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the legal or natural person responsible for processing the personal data.

**“Processor (in the context of GDPR)”** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the data controller;

**“Processing”**, means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Users”**, means the healthcare professionals responsible for making medical reports and images available, third-party healthcare professionals (e.g. prescribing physician) who may be interested in the documents provided, and the patients.

**“Service”** and **“Medical Study Upload Service”** refer to the service provided on the Medical Study Upload Portal, which has, as its primary purpose, to offer Users a simple interface for the secure uploading of medical documents in DICOM or pdf format, which may be accessed using the secure access link that the Healthcare Establishment sends to the User.

**“Tele-Imaging Service”** refers to a tele-imaging service, supplied by a Healthcare Professional under the exclusive responsibility of a Healthcare Center, consisting of a medical analysis service for the purposes of delivering to the patient a second opinion and/or information about the possibility of the Healthcare Center taking over his or her healthcare.

**“Company”** refers to the ACETIAM company, a simplified single shareholder company with a capital of 365,245 euros, whose registered office is located at 11 rue du Bois de Soeuvres – La Palmeraie, 35770 Vern-sur-Seiche, listed on Rennes Companies Register under the number 535 191 571.

“**Upload**” refers to a transfer of data and files, such as medical studies, from one device to another remote device, via a connected network.

“**Case**” refers to an individual electronic record for exchange between Healthcare Professionals and/or Healthcare Centers and/or Patients that contains data about a Patient and consists of medical documents in DICOM or pdf format.

“**Device**” refers to any device belonging to a User that is equipped with internet access, which allows a User access to the Medical Study Upload Service, for example, a personal computer, smartphone or tablet.

“**User**” refers to any person who uses the Medical Study Upload Portal, for example a patient or his or her legal representative, or the Professional or Healthcare Center that is responsible for the User’s healthcare.

### **3. Purpose of the GTU**

9. The purpose of these GTU is to define the terms and conditions for accessing and using the Medical Study Upload Service, as well as the rights and obligations of the Users and the Company with regard to the latter.

10. All Users must read these GTU carefully before using the Medical Study Upload Service.

11. Access and use of the Medical Study Upload Service are subject to the prior familiarization with and express acceptance of these GTU.

## **4. Acceptance and enforceability**

### **4.1. Acceptance**

12. The User declares that he or she has obtained all of the necessary information concerning the Medical Study Upload Service and unreservedly adheres to these GTU.

13. The User may save and print these GTU using the functions in his or her browser.

14. The User is hereby informed that he or she can accept these GTU by checking the box associated with the words "I have read and accept the General Terms of Use" and clicking on the validation button that appears when they access the Service, and that no written or electronic signature is required.

15. This acceptance constitutes the proof that the User is familiar with and accepts these GTU.

### **4.2. Enforceability**

16. The GTU are enforceable upon the User from the moment they accept them when using the Medical Study Upload Service and before using the Service for the first time.

### **4.3. Modifications**

17. The GTU could be amended or adapted at any moment, especially in the event of an upgrade of the Medical Study Upload Portal or Service, which may be necessary in order to take a legal, regulatory, case law and/or technical update into account.

18. If a revised version of the GTU significantly restricts and/or alters the User's rights, the User will be informed of this (by means of an email sent to the address supplied by the User). By continuing to access the Medical Study Upload Service and use the Medical Study Upload Service, and/or the Service, after the most recent version of the GTU has come into effect, it will be deemed that the User agrees to be bound by these new GTU.

19. The GTU are accessible at all times on the Portal.

## **5. Presentation of the Medical Study Upload Portal and Services**

20. The Medical Study Upload Portal is a private space for the exchange of medical documents in DICOM or pdf format, between Healthcare Professionals and/or between Healthcare Centers on the one hand and between Healthcare Professionals and their Patients on the other.

## **6. Conditions of access and use**

### **6.1. Legal capacity**

21. The User acknowledges that they have the legal capacity to be bound by these GTU.

22. The Medical Study Upload Service is open to minors under the following conditions: adult Users who are natural persons may declare minors who are under their sole and exclusive responsibility to be recipients of the Service and inform them of the terms and conditions for accessing the Medical Study Upload Service, set up with their consent under the responsibility and control of the User who is the legal guardian or legal representative of said minor.

23. When granting access to the Medical Study Upload Service, the Company reserves the right to ask the Users concerned to provide a supporting document in order to ascertain that they are the minor's parent or legal guardian.

24. The parent or guardian must also accept these GTU.

### **6.2. Setup**

25. The User is hereby informed that certain setups, defined below, are required in order to use the Medical Study Upload Service and the following prerequisites must be met: a sufficiently fast internet connection and a Device, a Device connected to the internet with a supported browser (MS Edge 14 or +, Firefox 50 or +, Chrome 30 or +, Safari 11.1 or +) and the software necessary to read the media containing the medical images in the DICOM format for upload.

26. The User is responsible for paying the associated communication costs.

27. The User acknowledges that they are aware of the technical prerequisites necessary for the optimal functioning of the Services. The User is hereby informed of the fact that all of these prerequisites are subject to change, especially for technical reasons.

28. Users may be located in and/or Upload their studies from any territory, provided they have the technical capacities to connect.

### **6.3. Access procedure**

29. The User is invited by a Healthcare Professional, a Healthcare Center, or his or her representative, to connect to the Medical Study Upload Portal, where they will first be explained the Upload procedure.

30. The User will then be invited to identify his or herself by submitting an email address and filling in an online data entry form with his or her last names, first names, sex and date of birth.

31. In this respect, the User will enter said details under his or her sole responsibility, control and direction; the User will enter complete, accurate and up-to-date information and will not usurp the identity of a third party, or conceal or change their age.

32. The User will receive an email containing an Upload link that will be valid for 24 hours.

33. The User will use this link to access the Medical Study Upload Portal, upload his or her files and validate the sending of the same. An email will then be sent to confirm that the files have been sent. The files and documents will then be transferred to the Healthcare Center concerned and made available to the Healthcare Professionals concerned via the ACETIAM Nexus solution or directly on the Healthcare Center's Information System, for a period of 30 days following the Upload.

34. The Healthcare Professional concerned will then receive a Case that can be accessed via the ACETIAM Nexus solution provided to them by the Healthcare Center.

35. Having been informed previously by the User that his or her data and files have been sent via the Medical Study Upload Portal, the Healthcare Professional concerned may then proceed to process the files and information.

### **6.4. Terms and conditions of access**

36. Access to the Medical Study Upload Service and Services is restricted to the User, who will receive a personal and private, exclusive and non-transferable right to use the Medical Study Upload Service and the Services.

37. The User is solely responsible for his or her access to the Medical Study Upload Service and is responsible for taking all the necessary measures to maintain this access.

## **6.5. Availability**

38. Access to the Medical Study Upload Service is reserved for Users who have internet access and satisfy the conditions of access and use of these GTU.

39. All costs related to the access, whether associated with the costs of hardware, software or internet access, are payable exclusively by the User. He or she is solely responsible for the operation of his or her device and internet access.

40. The Company must make its best efforts to ensure that the Medical Study Upload Service is accessible 24/7, subject to periods of suspension, especially for the maintenance purposes defined below.

41. However, Users acknowledge and accept that the IT and telecommunications systems are not free from faults and that interruptions in the service may occasionally arise.

42. Consequently, access to the Medical Study Upload Service may be interrupted momentarily and without prior notice if there is a network or system failure, in the event of maintenance, repairs, modifications or changes to the operational methods, and for any other reason, regardless of whether or not this is beyond the Company's control.

43. The Company reserves the right to improve or modify the Medical Study Upload Service at any time in line with technological developments.

44. In the event of an interruption in the Medical Study Upload Service or inability to use the same, the User may contact the Healthcare Professional or Healthcare Center to obtain information.

## **6.6. Limits of use**

45. The Medical Study Upload Service must not be subject to misuse/malevolent use. Generally, Users agree to use the Medical Study Upload Service:

- while respecting the laws, regulations and rights of third parties, especially intellectual and industrial property rights;
- in a fair manner and pursuant to its intended purpose;
- under their exclusive responsibility, including with regard to the data and information that they share on the Medical Study Upload Portal.

## **7. Obligations of the User**

46. Users agree to:

- fulfill their obligations concerning security, pursuant to the "Security" article of these GTU;
- use the Medical Study Upload Service in compliance with the GTU and the current legal and regulatory provisions;
- not sell all or part of the Services accessible via the Medical Study Upload Portal.

47. Users are prohibited from:

- probing, analyzing or testing the vulnerability of any system or network;
- contravening or circumventing any security or authentication measure in any way;
- accessing, modifying or using the non-public areas or parts of the service that he or she is not authorized to access;
- disrupting or interrupting a user's access, including, among other things, sending a virus, overloading, flooding with data, sending spam or bombarding with emails any part of the service;
- sending modified, misleading or false identification information;
- exceeding the established file size limits;
- promoting or selling the Services;
- uploading obscene or pornographic content, or content depicting extreme acts of violence;
- contravening the legislation in any way at all, especially by publishing or sharing fraudulent, defamatory or misleading content;
- invading the privacy or infringing the rights of others.

48. Users are responsible for the accuracy of the information they enter in the data entry form and when using the Medical Study Upload Service.

## **8. Duration**

49. The User will have access to the Medical Study Upload Service from the moment he or she accepts these GTU until the occurrence of any of the events set forth below.

### **8.1. Validity of the Upload link**

50. The User will have access to the Medical Study Upload Service until the Upload link expires, in other words for 24 hours following the validation of the data form.

### **8.2. Expiry of the Healthcare Center's service agreement**

51. The User will have access to the Medical Study Upload Service until the expiry of the service agreement that authorizes the Center to use the Medical Study Upload Service and ACETIAM Nexus to deliver a Tele-Imaging Service.

### **8.3. Suspension or closure at the Company's initiative**

52. If fraudulent use of the Service is suspected, the Company reserves the right to suspend or halt access to the Medical Study Upload Service, without compensation or prior notice.

53. In the event of a breach of the GTU obligations, the Company reserves the right to suspend access to the Medical Study Upload Service, without compensation or prior notice, until the cause of the suspension has disappeared, or may even withdraw this access depending on the severity of the breach. The User acknowledges that the Company cannot be held responsible towards him or her, or a third party, for the consequences of this suspension or permanent withdrawal of access.

#### **8.4. Consequences of the withdrawal of access**

54. If access to the Medical Study Upload Service is withdrawn, the User may no longer activate the Upload link.

55. In any event, the User remains responsible for any use of the Medical Study Upload Service prior to the withdrawal or the suspension of access to the Service.

56. The withdrawal of access to the Medical Study Upload Service will ipso jure entail the termination of these GTU.

### **9. Security**

57. The Company does not guarantee the security or reliability of the networks, particularly the internet network that the User employs to connect to and use the Medical Study Upload Service. The User will be solely responsible for these aspects. The User is solely responsible for the security of his or her network and uses it at his or her own risk. The User acknowledges and accepts that the Company cannot be held responsible in this respect, especially in the event of intrusion, alteration or misuse of the data, illegal use or use that is harmful to the User or a third party to the network, by another third party.

58. The Company has implemented the measures necessary to protect the Case against any malicious act. For example, the Medical Study Upload Service is hosted by a service provider that is a qualified or certified health-data-hosting company, pursuant to article L. 1111-8 of the French Public Health Code.

59. The User must access and use the Medical Study Upload Service via a secure connection or network and assures the Company that it will do so.

60. Generally, to keep the Users' data secure, he or she must:

- follow the security instructions and especially the rules relating to the definition of personal login details, and especially with regard to his or her electronic messaging service login;
- respect the terms and conditions of access and, particularly, not use the login details of another User, or seek to discover this information;
- keep his or her login details strictly confidential and not disclose them to a third party, regardless of the latter's professional skills and activities;
- keep his or her IT equipment up-to-date, especially by applying security updates;
- warn the Company of any technical malfunction he or she observes or any anomaly discovered, such as intrusions.

61. In particular, the User is responsible for taking all of the appropriate measures to protect his or her own data and devices from contamination by viruses or other types of attacks.

62. Users acknowledge that there are inherent risks to using telecommunications, even if there is secure access such as that implemented as part of the Medical Study Upload Service, and particularly risks concerning:

- unreliability of the internet network;
- non-guaranteed continuity of access to the Medical Study Upload Service;
- non-guaranteed performance, especially attributable to the spread of a virus;
- any other technical constraints that are not under the Company's control and responsibility.

63. The Company will under no circumstance be held responsible for the risks and their harmful consequences for the User, regardless of the extent of the same, that occur due to no fault on its part<sup>3</sup>.

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<sup>3</sup> Pursuant to article R. 212-1 of the French Consumer Code, which prohibits clauses whose purpose or effect is to "withdraw or diminish the right to compensation for harm suffered by the consumer in the event of a breach by the professional of any of his or her obligations".

## 10. Responsibilities

### 10.1. User responsibility

64. Users are solely responsible for the use they make of the Medical Study Upload Service and Services, and especially the data, files and information that they transfer using the Medical Study Upload Service.

### 10.2. Responsibility of the Healthcare Professional and Healthcare Center

65. Healthcare Professionals and the Healthcare Center are solely responsible for the Tele-Imaging Services that they deliver in compliance with the applicable regulations and especially with the provisions of the French Public Health Code.

### 10.3. Company responsibility<sup>4</sup>

66. The Company must make every effort to offer Users quality information or services, but will not be responsible for any direct or indirect harm or damage resulting from:

- disruptions in the internet network, malfunction of telephone lines or of IT or telephony equipment, especially malfunctions linked to network congestion, which prevent access to the server, the installation and the operation of the Devices that the User uses to access the Medical Study Upload Service. The Company is not responsible for these elements;
- an interruption or malfunction of the Medical Study Upload Service and Services, whatever the reason, duration and frequency of this interruption, in the absence of a breach by the Company of one of its obligations;
- the transmission speed of the information, which depends on neither the Company nor the Healthcare Center, but rather on the characteristics inherent to the electronic communication networks, the technical characteristics of the mode of connection (cable, ADSL, 3G, 4G, etc.) and the User's internet access;
- the spread of a computer virus or malware program of any type, without the Company having breached any of its obligations;
- incompatibility of the configuration of the User's IT device or Device with the Medical Study Upload Service;
- fraudulent use or misuse, or due to the User voluntarily or involuntarily disclosing his or her Identifier to someone;
- the data entered by the User being marred by errors, inaccuracies or omissions;
- a failure to implement or incorrect implementation of the GTU that is attributable to the User of the application;
- an event of force majeure.

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<sup>4</sup> Pursuant to article R. 212-1 of the French Consumer Code that prohibits the clauses whose purpose or effect is to “withdraw or diminish the right to compensation for harm suffered by the consumer in the event of a breach by the professional of any of their obligations”; also, in application of article L. 241-2, “the presence of one or several unfair terms under the decree issued pursuant to article L. 212-1 para. 4, is punishable by means of an administrative fine, for which the amount may not exceed €3,000 for a natural person and €15,000 for a legal person [...]”

70. The Company and the Healthcare Center will under no circumstance be liable to compensate for any indirect harm suffered by the User when using the Services. Indirect harm is that which does not result exclusively or directly from a failure of the Medical Study Upload Service.

67. Furthermore, in the absence of a breach by either the Company and Healthcare Center, the latter may not be held liable for any acts performed by the User or a third party using the Medical Study Upload Portal.

72. The Company may not under any circumstance be held liable for any acts or doings by any Healthcare Centers or Healthcare Professionals intervening in the care of Patients that are not acting on the Company's behalf. In this respect, the User acknowledges that the Healthcare Professionals and/or Healthcare Centers are solely responsible for taking note of and processing the data and files uploaded on the Medical Study Upload Portal.

## **11. Intellectual property**

### **11.1. Property of the Company**

68. All elements of the Medical Study Upload Portal and Medical Study Upload Service, as well as those of future versions and developments of the Medical Study Upload Portal, and in particular, without this list being exhaustive, texts, presentations, illustrations, images, photographs, sounds, film clips, tree structures, source codes and executable files, integrated functions and formatting, as well as trademarks and logos, are, with the exception of public documents, or where otherwise stipulated, the exclusive intellectual property of the Company.

69. For this reason, their partial or total representation, reproduction, nesting, broadcast, redistribution, modification, decompilation, or any other action not expressly authorized by the holder of said rights, are prohibited pursuant to the provisions of the French Intellectual Property Code, unless expressly authorized by the applicable regulations. Any person who uses all or part of these elements without authorization will incur civil and criminal penalties relating to counterfeiting, as set out in the French Intellectual Property Code.

70. In any event, on every copy of all or part of the Medical Study Upload Portal contents, previously and expressly authorized by the Company, the wording "All rights reserved ACETIAM" must appear.

### **11.2. Right of use**

71. Subject to the foregoing and in full compliance with the terms of the GTU and restricted exclusively to what is necessary for the Users to use the Services, the Company grants free-of-charge to the Users, who accept, the revocable, non-assignable, non-exclusive, non-transferable right to use the Medical Study Upload Service, anywhere in the world, for personal use, for the purpose of using the Medical Study Upload Service.

72. Subject to the applicable regulations or the Company's express, prior and written agreement, all other rights are expressly reserved by the Company. Subject to the same reservations, Users are not authorized, either directly or indirectly, to attempt to access by any means (especially, and without this list being exhaustive, by means of decompilation or reverse engineering) and/or access the source codes of the Medical Study Upload Portal and/or try to reproduce, represent, copy, modify, adapt, translate, create derivative works or perform any action whatsoever that requires the prior authorization of the Company and that concerns these source codes. The source codes and other executables of the Medical Study Upload Portal are protected by the provisions of the Intellectual Property Code. Users agree not to permit and/or let a third party infringe these provisions and/or applicable provisions of the French Intellectual Property Code.

73. Some elements of the Medical Study Upload Portal may be offered under an open-source license that the Company must make available to Users. The open-source licenses may contain provisions that take precedence over some of the conditions set forth in these GTU.

### 11.3. Third-party elements

74. Elements belonging to third parties, including especially, and without this list being exhaustive, texts, presentations, illustrations, images, photographs, sounds, film clips, tree structures, source codes and other executables, integrated functions and formatting, as well as trademarks and logos are, with the exception of public documents or if otherwise stipulated, the exclusive intellectual property of their author and are protected in this respect by copyright, trademark right or any other right acknowledged by the current laws.

75. The User is prohibited from directly or indirectly invading the privacy or infringing the property rights of third parties whose content is present on the Medical Study Upload Portal and the User is therefore prohibited from using such elements in any way whatsoever.

76. The User agrees to respect all of the rights of third parties whose contents are present on the Medical Study Upload Portal.

## 12. Hypertext links

77. The Medical Study Upload Portal may contain hyperlinks that provide access to third-party websites.

78. The User is formally informed that the sites he or she may access via the hypertext links do not belong to the Company.

79. The Company accepts no responsibility concerning the content of the information supplied on these sites that are accessed via the hypertext link or concerning the confidentiality policy of these sites. The User may not hold the Company liable in the event of any type of loss or damage of any sort arising from the activation of these hypertext links, this being beyond the Company's control.

## 13. Personal data protection

### 13.1. Processing personal data

80. When using the Medical Study Upload Service, the User will voluntarily disclose information that relates to the identified or identifiable User (hereinafter "**Personal Data**").

81. Within the context of the Medical Study Upload Service:

- The Healthcare Center is the Data Controller for the personal data relating to Users who are natural persons; and
- The Company will, upon the Data Controller's instructions, perform certain operations on behalf of the latter in its capacity as Processor.

82. The Company will ensure the protection of the Personal Data, for the part that falls under its responsibility, pursuant to the European and French regulations that apply to it with regards to personal data protection, and especially:

- EU regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, known as the "General Data Protection Regulation" ("**GDPR**");
- the amended French law 78-17 of January 6, 1978 on Information Technology, Data Files and Civil Liberties ("**French IT and Liberties Law**");

83. The GDPR and the French IT and Liberties Law are jointly referred to hereinafter as the "**Regulations**".

84. It is also recalled that every Healthcare Center or Healthcare Professional is bound to respect all of the obligations concerning the Patients' Personal Data and information, and in particular:

- where applicable, duly inform their Patients (or the Patient's legal representative) and obtain their free and informed consent concerning the recourse to Tele-Imaging via the use of the Medical Study Upload Service, pursuant to the provisions of article R. 6316-2 of the French Public Health Code, and with regards to the storage of their personal data with a personal health data host, pursuant to the provisions of article R. 6316-10 of said Code; and
- ensure that every personal health data host with which this Healthcare Center has entered into a hosting contract complies with all of the obligations arising from the provisions of articles L.1111-8 and R.1111-9 and subsequent of the French Public Health Code.

#### **13.1.1. Categories of Personal Data processed:**

85. Pursuant to the Regulations, the User is hereby informed that the Company may collect the Personal Data about them below:

- last names and first names;
- gender;
- date and place of birth;
- address, telephone number, fax, email address;
- IP addresses, data for connecting to and using the Service, types and versions of web browsers used, operating systems and platforms, clickstream data for the Medical Study Upload Service, the content accessed or consulted by the User, the duration of page views;

#### **13.1.2. Processed health data**

86. Pursuant to the Regulations, the User, when he or she is a patient, is hereby informed that the Company may collect the following Personal Data:

- medical images (DICOM)
- study report (PDF)
- purpose of sending the study and recipient (e.g. 2nd opinion/ Orthopedics)

#### **13.1.3. Purposes of the processing**

87. The Personal Data is processed by the Company on behalf of the Health Center, for the purposes of:

- the supply and management of the Medical Study Upload Service described in these GTU, and especially for the creation and management of the Medical Study Upload Portal;
- the administration and improvement of the Medical Study Upload Service, especially via internal technical operations, involving troubleshooting, data analysis, tests, research, studies and surveys, audience measurements, and service utilization patterns, this processing being based on the legitimate interests of the Healthcare Center to ensure the security of the Medical Study Upload Service and improve its characteristics.

88. Users are hereby informed that a failure to supply their data will result in them being unable to use the Medical Study Upload Service.

#### **13.1.4. Legal basis**

89. The User is hereby informed that the processing of his or her data within the context of the Medical Study Upload Service is necessary so that each Healthcare Professional and Healthcare Center can use and supply the Services respectively, each acting on its own behalf.

90. Furthermore, the processing of the Patient's healthcare data is necessary for the purposes of the Patient's healthcare.

#### **13.1.5. Collected data retention period**

91. The User is hereby informed that the Personal Data that concerns them is stored and filed only for the duration that is strictly necessary for the purposes of processing. The storage period for the information depends on the purposes for which the information has been collected and used and/or the requirements of the applicable laws to be respected.

- the Case (documents, Patient information, data entries, etc.) is stored for a duration of 30 days from the date when it is uploaded by the User;
- the technical traces of the Case are stored for a duration of 30 days following the upload by the User;
- the data concerning access to the Medical Study Upload Portal (logs and actions) are stored for a duration of 24 hours following the validation of the identification form.

92. Once these time periods have elapsed, the data will be deleted.

#### **13.1.6. Recipients of the collected data**

93. As well as the authorized people in the Company and the processor, the recipients of the Personal Data are, to date:

- Healthcare Professionals; and/or
- the Healthcare Center.

94. In compliance with the rules relating to medical privacy and the sharing of health data covered by medical privacy, the health information concerning the Users that transits the Medical Study Upload Portal is transferred exclusively:

- to Healthcare Professionals;
- to specially authorized personnel of the technical service providers for the specific purpose of fulfilling their technical management tasks;
- to authorized administrators of the health data host, pursuant to article L.1111-8 of the French Public Health Code, to allow them to perform their respective duties; and
- any persons designated as authorized third parties (courts, arbitrators, mediators, ministries, etc.).

95. Patients who are minors are also hereby informed that their parents or legal guardians may access their data while complying with the provisions of the French Public Health Code.

96. The Data Controllers, each acting on their own behalf, guarantee that a User's personal data will not be transferred to an unauthorized third party without the User's agreement.

#### **13.1.7. Possible transfer of personal data outside the European Union**

97. The Personal Data is stored on servers located in France. No data transfer may be performed outside of the European Union, even if employing the services of a Processor.

### 13.1.8. Personal data security

98. The Company will also implement the technical and structural measures necessary to ensure the regular collection and processing of personal data and protection of the same (in particular to prevent access or fraudulent use of such data, and to prevent any loss, modification or destruction of such data) and especially those described in the "Security" article of the GTU.

### 13.1.9. User rights over personal data

99. The User enjoys the following rights, which he or she may exercise before the relevant Healthcare Center and Data Controller:

- **Right of access** – right to receive a copy of the Personal Data provided;
- **Right to object** – right to object at any time, for reasons relating to his or her particular situation, to the processing of Personal data based on public interest or the legitimate interest of the Data Controller;
- **Right to rectification** – right to demand the rectification of inaccurate Personal Data and, where applicable, the right to have incomplete personal data completed;
- **Right to erasure** – the right to demand the erasure of his or her Personal Data under certain conditions;
- **Right to restriction** - the right to obtain the restriction of processing his or her Personal Data, under certain conditions;
- **Right to data portability** - the right to obtain the portability of his or her data, in other words the right to receive Personal Data that has been provided in a structured, commonly used and machine-readable format and the right to transmit such data to another Data Controller;
- **The right to specify what will happen to his or her Personal Data after death** - right to specify to a third party that the User has previously designated the instructions relating to what will happen to his or her Personal Data after death, and to choose to whom the Company must or must not communicate such Personal Data.
- **Right to complain** - right to file a complaint to the French data protection authority (CNIL): <https://www.cnil.fr/fr/plaintes>.

100. As soon as the Company is aware of the death of the User and, in the absence of instructions from the latter, the Company will proceed to destroy that User's data, unless the conservation of the same should prove necessary for purposes of proof or to satisfy a legal obligation, or if the User has specified otherwise.

101. To exercise these rights, the User may directly contact the Healthcare Center and/or a Healthcare Professional who will then deal with it.

### 13.1.10. Contact

102. Any request concerning Personal Data may be addressed to the Data Protection Officer designated by the Company either by email to [data-privacy@groupe-nehs.com](mailto:data-privacy@groupe-nehs.com) or by mail to the address below:

Company: *nehs*  
For the attention of the: DPO – Direction Juridique et conformité  
Address: 185 rue de Bercy, Tour de Lyon, 75012 PARIS

identifying oneself precisely with a copy of an up-to-date proof of ID (ID card or passport).

## 13.2. Data hosting

103. The hosting of the User's health data is provided by OVH, which has obtained accreditation or a health-data-hosting certification pursuant to article L. 1111-8 of the French Public Health Code.

104. The host is especially responsible for:

- storing and filing the User's health data;
- the confidentiality, security and continuity of such data.

105. The User has the right to access and rectify the information about him or her and the right to object to it being hosted when justified by legitimate grounds. The User may also request a copy of the access log to his or her hosted Personal Data, of the history of consultations, the content of the information consulted and the processing operations performed on his or her data.

106. Only Healthcare Professionals participating in the Patient's healthcare may access the hosted Personal Data, pursuant to the General Data Protection Regulation and the French Public Health Code.

107. To exercise his or her rights, the User may contact the Healthcare Center or the Healthcare Professional participating in his or her care.

## 13.3. Cookies

108. The transmission of cookies while using the Medical Study Upload Portal does not allow the User to be identified directly. Instead, the cookies record information related to the browsing of his or her Device in the Medical Study Upload Portal, which the Company will be able to read during the User's subsequent visits to the Medical Study Upload Portal.

109. The collected information is exclusively for use by the Company or its technical service providers, and is not disclosed to third parties under any circumstance.

### 13.3.1. Definition

110. In order to improve the quality of the Service and the browsing experience on the Medical Study Upload Portal, the Company measures the frequency and the activities of Users on the Medical Study Upload Portal.

111. The Company uses cookies.

112. A cookie is a text file that the web browser stores in a specific place on the Device's hard drive when consulting a website or application. Further information about cookies is available on the CNIL's website: <https://www.cnil.fr/en/home>

113. Cookies are valid for a limited period. The maximum period a user can consent to storing cookies is 13 months. When this period expires, the User will be asked to provide his or her consent again.

114. Cookies are transmitted and stored on the Device in compliance with the applicable legislation and subject to the choices made, which the User may change at any moment, according to the conditions below.

115. The cookies transmitted by the Company, subject to the User's choices, provide access to the following information:

- connection dates and times;
- data on browsing our services and the content viewed;
- the identifiers of the hardware used (IP address of your computer, Android identifier, Apple identifier, etc.);

- the type of operating system used (Microsoft Windows, Apple OS, Linux, etc.);
- the type and version of web browser used by your Device (Microsoft Internet Explorer, Apple Safari, Mozilla Firefox, Google Chrome, etc.).

### **13.3.2. Type of cookies**

116. When the User browses on the Medical Study Upload Portal, the following cookies may be used:

- session management cookies, which allow the User to navigate the Medical Study Upload Portal and use its main functions. These cookies are essential to the use of the Medical Study Upload Portal and are transmitted exclusively by the Company;
- functionality cookies, which optimize the functioning of the Medical Study Upload Portal, and adapt the presentation to the Device display preferences during visits, so that the User may enjoy a smooth and customized browsing experience; they are transmitted exclusively by the Company;
- analysis and performance cookies allow the Company to recognize and count the number of visitors on the Medical Study Upload Portal and to collect information about the way in which the Medical Study Upload Portal is being used and thus improve the way it functions.

### **13.3.3. Rejection or deletion of cookies**

117. Storage of a cookie on the browsing device is subject to the User's consent. The User may modify his or her choices concerning the acceptance or rejection of cookies at any time, either in the browser settings or online with the various operators. The User may also configure his or her browser ("Tools" menu for Microsoft Internet Explorer, Firefox, Google Chrome and Safari) and/or his or her Device in order to oppose the installation of cookies or to require that his or her agreement is requested prior to their installation.

118. If the User does not allow the installation of certain cookies, especially session management cookies, it is possible that the User may not be able to access certain pages of the Medical Study Upload Portal or that it will cause the Medical Study Upload Portal to operate more slowly or malfunction. In this respect, the Company will not be held responsible if the functioning of the Medical Study Upload Portal is impaired due to the chosen settings.

119. In order to change cookie management preferences, the User must configure his or her browser settings accordingly. The relevant procedure is described in the browser's help menu, which will tell the User how to modify cookie preferences.

120. The browser can also be configured so that it sends a code indicating to the websites that the User does not wish to be tracked ("*Do not track*" option).

## **14. Force majeure (Acts of God)**

121. The Company will not be held responsible if the Medical Study Upload Portal and Services become inaccessible due to one of the force majeure events typically cited in French case law, which prevents the fulfillment of its obligations pursuant to article 1218 of the French Civil Code (a "**Force Majeure Event**").

122. The execution of these GTU will be suspended for as long as the Force Majeure Event persists, and the Company will be forced, insofar as possible, to stop the Force Majeure Event or to find a solution that will allow it to fulfill its contractual obligations despite the Force Majeure Event.

## 15. Agreement on proof

123. Messages received by fax or electronic means and, more generally, the electronic documents exchanged between the Company and the User are deemed to be the original documents pursuant to article 1366 of the French Civil Code; in other words, they are deemed to have the same value as hard copy, provided that the person who sent it may be duly identified and that it is prepared and stored in conditions that guarantee its integrity.

## 16. Waiver

124. If either of the Parties does not exercise one or more of its rights under the GTU, this does not in any way imply a waiver by the Party to exercise it on a subsequent occasion.

## 17. Partial nullity

125. If certain stipulations of the GTU cannot be applied for any reason whatsoever, including because of an applicable law or regulation, the parties will remain bound by the other stipulations of the GTU and will make an effort to rectify the inapplicable clauses in the same spirit as that in which the agreement was concluded.

## 18. Governing law

126. These GTCU are governed by French law. Any disputes relating to the validity, execution or interpretation of the GTU and access to or use of the Medical Study Upload Service and Services will be subject, unless an amicable agreement is reached,

- if the User is not a tradesperson, to the competent courts<sup>5</sup>;
- if the User has the status of tradesperson, under the exclusive jurisdiction of the Appeals Court of Paris, regardless of the place of execution or the domicile of the defendant and the type of procedure. This assignment of jurisdiction also applies in the event of interlocutory proceedings, when there are multiple defendants or the introduction of third parties.

127. These GTU are drafted in the French language; if they are translated, only the French version will be binding.

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<sup>5</sup> In application of the article of the French Code of Civil Procedure, "Any clause that directly or indirectly contravenes the rules applicable in the territory is deemed to be unwritten unless it was agreed between persons acting as tradespersons and it was not clearly specified in the undertaking of the party being contested" - [Code of civil procedure, art. 48](#)