

NUTERGIA PERSONAL DATA CHARTER IOMET

PROFESSIONAL USERS

Last updated 24 May 2019

1. Definitions

The terms commencing with a capital letter have the meanings stated below.

End Beneficiary: the client or patient of a Professional User.

Charter: this charter.

Personal Data: any personal data within the meaning of the Regulations that has been forwarded by End Beneficiaries or collected by Professional Users, including data relating to the state of health within the limit of information provided via the IoMET questionnaire, the therapy and the graphs and the personal data of Professional Users.

Professional Area or Professional Account: the personal account of the Professional created by Nutergia and accessible using a user ID and password at <https://pro.iomet.fr>.

Non-Health Professional: a natural person other than a Health Professional who exercises a professional activity leading to unconventional healthcare practices, such as an osteopath or naturopath.

IoMET System: IT programme used to develop a bionutritional profile via a personalised questionnaire, exploited as the basis of personalised advice provided by Professional Users to End Beneficiaries.

Parties: Nutergia and the Professional User.

Health Professional: a natural person performing a medical, pharmacy or medical auxiliary role within the context of their professional activities, within the meaning of the French Public Health Code.

Regulations: all applicable laws and regulations covering the protection of Personal Data in France, notably the GDPR, the French data protection act of 6 January 1978, as modified, and other legal or regulatory provisions applicable to Personal Data.

GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of natural persons regarding the processing of personal data and the free movement of such data and any other subsequent provisions, including implementing legislation.

IoMET Services: the services offered by Nutergia such as utilisation of the IoMET System accessible via the Professional Account, training and information letters.

Processing: any operation or set of operations conducted on Personal Data via the IoMET System.

Professional User: a Health Professional or Non-Health Professional holding a Professional Account.

Personal Data Breach: a security breach leading in an accidental or illegal manner to (i) destruction, (ii) loss, (iii) corruption, (iv) unauthorised access, or (iv) unauthorised disclosure affecting Personal Data transmitted, held or processed by Nutergia, by a Professional User or by any other data processor acting on behalf of the Professional User.

2. Context and purpose of the Charter

The objective of the Charter is to define the process and conditions under which compliance with Regulations is implemented:

- By Nutergia and Professional Users where they are required to process the Personal Data of End Beneficiaries in order to use the IoMET Services;

- By Nutergia where it processes the Personal Data of Professional Users in its capacity as data controller for provision of the IoMET System and Professional Account.
- By the Professional User where the Personal data of End Beneficiaries is processed via the IoMET System.

The Charter comes into force once it has been accepted by the Professional User.

The Charter shall prevail over any other contractual document governing the Processing of Personal Data that has been signed or even just exchanged between the Parties.

3. LIMITATIONS ON DATA PURPOSES AND PROCESSING

The Parties undertake to process the Personal Data of data subjects solely within the context of the IoMET Services and shall refrain from performing any other Processing not provided for under the Charter.

4. PROCESSING REGISTER AND DPO

Each Party shall create and maintain a Processing register in paper or electronic format as set out in the Regulations which records utilisation of the IoMET System.

Nutergia declares to have designated a Data Protection Officer who may be contacted at dpo@nutergia.fr.

5. PROCESSING OF END BENEFICIARIES' PERSONAL DATA

Professional Users process the Personal Data of End Beneficiaries, including personal health data, in order to deliver personalised therapy. Such Processing takes place based on a bionutritional profile created by Nutergia via the IoMET System.

The legal basis of the Processing is consent from the End Beneficiaries. The types of Processing carried out for the aforementioned purposes are as follows:

Operation	Performed by
End Beneficiaries notified about Processing	Nutergia via the IoMET questionnaire
Forwarding of the IoMET questionnaire	Professional Users
Notification of End Beneficiaries about the utilisation and objectives of the IoMET System	Professional Users
Receipt of express and specific consent from End Beneficiaries to perform Processing, evidenced by the ticking of a specific box when completing the IoMET System questionnaire and after informing them that they may withdraw their consent at any time	Professional Users
Creation of the bionutritional profile using the responses provided to the IoMET questionnaire	Nutergia
Creation of the personalised therapy	Professional Users
Retention of proof of consent available for inspection by Nutergia	Professional Users
Verification that Personal Data is accurate and up to date	Professional Users

Secure storage of Personal Data, including the results from the IoMET System and graphs	Professional Users and Nutergia up to a maximum of 36 months; if the End Beneficiary's account is inactive for a period of 36 months, all Personal Data of the End Beneficiary is deleted
Receipt and management of requests to exercise rights	Nutergia

If the End Beneficiary issues a request to the Professional User to exercise their rights, the Professional User must immediately forward said request to Nutergia.

6. PROCESSING BY NUTERGIA OF PROFESSIONAL USERS' PERSONAL DATA

In the context of making available the Professional Account and IoMET Services, and for the purposes of sending letters and monitoring and managing access to said account, Nutergia is required to process the Personal Data of Professional Users.

The legal basis of such Processing is the General Terms and Conditions of Use.

All Personal Data collected is for use by the various departments of Laboratoire Nutergia which are responsible for providing the IoMET Services, the Professional Account and access to its systems.

Such Personal Data relating to the identity of individuals will be retained for as long as the Professional Account continues to be used. Account data is deleted if no activity on the account is recorded for a 36-month period or if the account is deleted, with the exception of statistics on utilisation of the IoMET System. Connection logs are not retained after deletion of the Professional Account.

Professional Users enjoy the right of interrogation, access, rectification, deletion, portability and restriction or refusal of Processing with regard to their Personal data, in addition to the right to define the fate of such data after their death. These rights may be exercised via the Data Protection Officer (DPO) of Nutergia via e-mail, at dpo@nutergia.fr. They may also submit a complaint to CNIL.

In accordance with Article L4113-7 of the French Public Health Code (CSP), Nutergia undertakes not to collect, collate or exploit for the purposes of commercial prospecting or promotion any data emanating from medical prescriptions or information from doctors or pharmacists.

7. GENERAL SECURITY MEASURES FOR PERSONAL DATA

In accordance with the Regulations, prior to processing any data the Parties have implemented all appropriate precautions to back-up and ensure the secure storage and integrity of the Personal Data of End Beneficiaries processed by the Parties during delivery of the IoMET Services; this also applies to Professional Users' Personal data processed by Nutergia.

It is specified that only a highly restricted number of people at Nutergia are authorised to access the Personal Data of End Beneficiaries, and solely for technical maintenance purposes of the IoMET System, yet without accessing any responses to the IoMET questionnaire or other health data.

For its part, the Professional User acting as a Health Professional undertakes to use a secure messaging system for exchanging the Personal Data of End Beneficiaries with other Health Professionals.

In the context of exchanges with Non-Health Professionals, other Non-Health Professionals and Health Professionals undertake to implement security measures at least equivalent to the state of the art.

The Professional User shall ensure that the personnel it has authorised to process the Personal Data of End Beneficiaries:

- Undertake in writing to comply with the confidentiality obligations set out in the Charter.
- Receive the necessary training in the protection of Personal Data.

8. NOTIFICATION IN THE EVENT OF A PERSONAL DATA BREACH

In the event of its systems being subject to any Personal Data Breach, Nutergia undertakes to notify the Professional User without undue delay after becoming aware of said breach, issued via e-mail in compliance with the notification procedures set out in Articles 33 and 34 of the GDPR and forwarding all relevant documentation to the Professional User to enable the latter, as and when required, to notify said Personal Data Breach to the competent authority and to End Beneficiaries.

Should Nutergia be unable to provide the Professional User with all the information at the same time, it shall provide said information progressively and without undue delay.

That being said, the Professional User shall remain bound by its notification obligations in the event of a Personal Data Breach towards the competent supervisory authority and the data subjects in relation to the Processing of Personal Data of which it alone is the data controller.

Lastly, and unless specified otherwise under a public order instruction, each Party reciprocally undertake (i) to notify the other Party without delay and within a maximum of forty-eight (48) hours of any request issued by the competent authorities relating to Processing, (ii) to refrain from transmitting information without having received express consent from the other Party, and (iii) to inform the other Party of any sanctions, issued against it.

9. TRANSFER OUTSIDE THE EU

No transfer or Processing of Personal Data may be conducted outside the European Union by the Professional User or Nutergia, including hosting, back-ups and the archiving of databases containing the Personal Data of End Beneficiaries.

10. LIABILITY

In the event of any non-compliance with the provisions of the Charter, the Professional User and Nutergia shall assume liability towards the data subjects and the competent authorities in proportion to their individual responsibility. Any limited liability clauses in other contractual documents signed by the Parties shall not apply.