Terms of Use

Synkro Clinic and Synkro Motion

Synkro · Thomas Theben Leutenez, self-employed

Version 3.9 · November 2026

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1. Purpose, publisher and contractual documents

1.1. Purpose

These Terms of Use govern access to and use of the **Synkro Clinic** and **Synkro Motion** applications, via web browser and via mobile application.

They form a single document, common to both applications. The rules common to all users are set out only once. The rules specific to a Professional profile appear in two separate articles: Article 14 (“Provisions specific to healthcare professionals (Synkro Clinic)”) and Article 15 (“Provisions specific to sports professionals (Synkro Motion)”). Article 3 determines which of these two articles applies.

1.2. Publisher

The applications are published by:

Publisher	Thomas Theben Leutenez, self-employed sole trader under Belgian law, trading under the name Synkro (“Synkro”)
Registered office	11 Clos Joseph Otten, 1090 Jette (Belgium)
Enterprise number (CBE)	1037.237.034
VAT status	Taxable person under the special VAT exemption scheme for small businesses (Article 56bis of the Belgian VAT Code)
Contact	contact@synkroclinic.com, +32 497 32 27 80
Data protection contact point	dpo@synkroclinic.com
Hosting	Amazon Web Services EMEA SARL, 38 avenue John F. Kennedy, L-1855 Luxembourg; data hosted in the AWS Paris region (eu-west-3), in France

1.3. Contractual documents

The contractual framework consists of the following documents, common to Synkro Clinic and Synkro Motion:

- these **Terms of Use**, which apply to every user;
- the **Terms and Conditions of Sale**, which govern the subscription, the licences, the price, invoicing and termination;

- the **Privacy Policy**, which describes the processing of personal data, the recipients, the retention periods and the rights of data subjects;
- the **Data Processing Agreement** (“DPA”), concluded within the meaning of Article 28 of Regulation (EU) 2016/679 (“GDPR”) between Synkro and each Professional, healthcare professional and sports professional alike, for the data that Synkro processes on their behalf.

In the event of conflict, the DPA prevails for all matters relating to data processing carried out by Synkro on behalf of a Professional, the Terms and Conditions of Sale prevail for commercial and financial matters, and these Terms of Use prevail for the use of the applications. A quotation-based proposal supplements the Terms and Conditions of Sale and the Terms of Use for the services it describes, without replacing them.

1.4. Acceptance

Use of the applications requires acceptance of these Terms of Use. Acceptance results from ticking a box when the Account is created. The Professional also accepts the DPA when creating their Account; a Licence Holder who has not yet accepted it accepts it personally no later than when activating their Licence Code or at their first login (Article 5.2). The accepted version and the date of its acceptance are kept as evidence.

2. Definitions

In these Terms of Use, the following terms, when capitalised, have the meaning given below, in both the singular and the plural. These definitions are common to the Terms of Use, the Terms and Conditions of Sale, the Privacy Policy and the DPA.

- **“Application”**: Synkro Clinic or Synkro Motion, as the case may be, accessible via web browser and via mobile application.
- **“Professional”**: any person who uses the Application in the course of their professional activity to monitor Monitored Individuals, whether they are a Licence Holder, in a trial period or in paused access. A Professional is either a Healthcare Professional or a Sports Professional.
- **“Healthcare Professional”**: any person registered with a professional order or holding a visa or an authorisation to practise a healthcare profession.
- **“Sports Professional”**: any other Professional, in particular a physical trainer, a coach, a bike fitter who does not practise a healthcare profession, or a sports entity.
- **“Monitored Individual”**: the person whom a Professional monitors by means of the Application. They are referred to as the **“Patient”** when the monitoring falls under a Healthcare Professional and as the **“Athlete”** when it falls under a Sports Professional.
- **“Record”**: all the information that a Professional holds on a Monitored Individual in the Application (assessments, notes, measurements, questionnaires, tests, exercises, videos, analyses, documents, appointments and, where applicable, Administrative Module data).
- **“Subscription”**: the paid subscription contract concluded with Synkro under the Terms and Conditions of Sale, on a monthly or annual basis, which carries one or more Licences.
- **“Subscriber”**: the natural or legal person who concludes the Subscription and pays its price (practitioner, practice operated through a company, club, federation or other entity).

- **“Licence”**: the personal right to use the Application under an offer, assigned to a single natural person.
- **“Licence Holder”**: the natural person to whom a Licence is assigned through the activation of a Licence Code. The Subscriber may themselves be a Licence Holder.
- **“Licence Code”**: the single-use code, in the format SYNK-XXXX-XXXX, which allows a Licence to be assigned to its Licence Holder.
- **“Practice”** and **“Team”**: the grouping of Professionals within the Application for the purpose of working together, called a “practice” in Synkro Clinic and an “organisation” or “group” in Synkro Motion (hereinafter “Team”). The rules for sharing Records within a Practice or a Team are set out in Article 11 of the Terms of Use.
- **“Administrative Module”**: the billing functions of Synkro Clinic and its services connected to the eHealth platform and to MyCareNet, described in Article 14.8 of the Terms of Use.
- **“Biomechanical Analysis”**: the automated video movement analysis feature, in two or three dimensions, described in Article 9 of the Terms of Use.

The following terms are also specific to these Terms of Use:

- **“Account”**: a user’s secure personal space, accessible by means of their login credentials.
- **“Health Data”**: personal data concerning health within the meaning of Article 4(15) of the GDPR.
- **“Reference Content”**: the standardised questionnaires, tests, reference standards and associated information sheets (description, instructions, interpretation guides, values and bibliography) described in Article 10.

3. Applicable regime according to profile

The applicable regime depends on the customer’s **profile**, not on the product used. Any healthcare professional (registered with a professional order or holding a visa or an authorisation for a healthcare profession) falls under the provisions specific to healthcare professionals (Article 14) for the entirety of their subscription, including when they use the Biomechanical Analysis, and including for the athletes they monitor outside a care setting: their data continues to be processed as health data, covered by professional secrecy. Any other professional (physical trainer, coach, non-clinical bike fitter, sports entity) falls under the provisions specific to sports professionals (Article 15).

The profile is declared when the Account is created and is assessed for each person who uses the Application, including each Licence Holder. A Healthcare Professional may therefore only use a Licence carrying a Synkro Clinic offer, even when the Subscription is paid for by a sports entity. Any person whose profile changes informs Synkro so that the corresponding regime can be applied to them. An inaccurate declaration of profile constitutes a breach within the meaning of Article 22.

Only one regime applies to a given Account: the provisions of Articles 14 and 15 never apply cumulatively to the same person.

4. Account creation and access

4.1. Professional Account

The Professional creates their Account by providing the requested information and declaring their profile. They undertake to:

- provide accurate information, in particular about their profession, and keep it up to date;
- use the Application within the legal framework of their professional activity;
- add only Monitored Individuals whom they actually monitor;
- inform each Monitored Individual and obtain their agreement before sending them an invitation code, under the conditions set out in Articles 7, 14 and 15.

4.2. Free Trial

Upon registration, each person benefits from a fifteen-day Free Trial, without a bank card and without any charge. The trial is granted only once per person. At the end of it, access is paused until a Subscription is concluded or a Licence Code is activated. The terms of the trial are set out in the Terms and Conditions of Sale, section “Free Trial”.

4.3. Paused access

When a Professional’s access is paused (end of the trial, end of the Subscription, release of or departure from a Licence):

- **in Synkro Clinic, their Records remain viewable at all times, in read-only mode**: they can no longer create or modify Records, but Synkro never prevents them from accessing the data they have recorded;
- in Synkro Motion, the features of the Application can no longer be used.

In both cases, the Professional retains the ability to log in, to export their data under the conditions of Article 12, to conclude a Subscription, to activate a Licence Code and to delete their Account. The data is retained under the conditions of the Privacy Policy, section “Retention periods”.

4.4. Login credentials and security

Each Account is strictly personal. The user does not disclose their login credentials to anyone, chooses a strong password and notifies Synkro without delay, at contact@synkroclinic.com, of any use they suspect to be fraudulent. Sharing the same Account between several persons is prohibited; several Professionals who work together each use their own Account and, where applicable, a Practice or a Team.

5. Licences: Subscriber and Licence Holder

5.1. Principle

A Subscription carries one or more Licences. The Subscriber purchases and pays; each Licence is personal and assigned to a single person, the Licence Holder, by means of a Licence Code that the Subscriber sends them. The Subscriber may keep a Licence for themselves.

The price of the Licences, the Discounts according to their number, the Licence Codes, the addition, removal and release of a Licence, the departure of a Licence Holder and the end of the Subscription are governed by the Terms and Conditions of Sale, section “Licences”.

5.2. Activation of a Licence Code

The Licence Holder activates their Licence Code from their own Account, which they create if necessary. They personally accept these Terms of Use and the DPA, no later than at activation or at their first login, and become the controller of the Records they hold, under the conditions of Article 21.

5.3. Independence between payment and access to Records

The Subscriber has **no access** to a Licence Holder’s Records merely because they pay for that person’s Licence. They see only the status of each Licence in their Subscription (free, reserved for an e-mail address or assigned, and to which person); they see neither the Records nor the data of Monitored Individuals.

The sharing of Records between Professionals takes place exclusively through the Practice or the Team (Article 11), which each person chooses to join, independently of invoicing. A Subscriber who wishes to work on shared Records must themselves be a member of the Practice or Team concerned, under the same conditions as any other member.

5.4. Effects of the end of a Licence on the Account

When the access provided by a Licence ends, because the Subscriber releases the Licence, the Licence Holder leaves it or the Subscription ends, the Licence Holder’s access is paused: immediately in the event of release or departure, at the end of the paid period in the event of the end of the Subscription, in accordance with the Terms and Conditions of Sale, section “Licences”.

In all cases, the Licence Holder retains their Account and their Records. Their data remains exportable (Article 12) and is retained under the conditions of the Privacy Policy, section “Retention periods”. They may at any time conclude their own Subscription or activate another Licence Code and regain access to their Account and their Records without loss.

6. Monitored Individuals

6.1. Monitored Individual Account

Where the Application offers access to Monitored Individuals, the Monitored Individual creates their Account using an invitation code sent by their Professional. This code links the Account to the Record that this Professional holds on them. The Monitored Individual enters their e-mail address and chooses a personal password.

Access is **free of charge** for the Monitored Individual. They access only their own data and the items that their Professional chooses to share with them.

6.2. Monitoring by several Professionals

A Monitored Individual may be monitored by several Professionals. Each Professional then holds their own Record: a single Account may be linked to several Records, without any data being transferred

from one Professional to another. The Monitored Individual chooses which monitoring they view.

They may at any time end their link with a Professional from their Account. This action cuts off their access to the Record concerned; it does not delete that Record, which continues to be held by the Professional under the conditions of Articles 13 and 14.

6.3. Commitments of the Monitored Individual

The Monitored Individual undertakes to provide accurate information, not to disclose their login credentials and to submit videos showing other persons only with their consent.

The Application is **not an emergency channel**. Messages, feedback and questionnaires sent through the Application are not monitored in real time. In an emergency, the Monitored Individual contacts the emergency services; for any question about their condition, they contact their Professional or a healthcare professional directly.

7. Minors

The following rule applies to any Monitored Individual who is a minor, whether Patient or Athlete, regardless of the country:

- **under thirteen years of age**: the account is created and any consent is given exclusively by the holder of parental authority;
- **from thirteen to eighteen years of age**: consent is given jointly by the minor and by the holder of parental authority.

This rule is more protective than the thresholds laid down by national laws (thirteen years in Belgium, fifteen years in France); it therefore applies in all cases. The Professional verifies the age of the Monitored Individual and obtains the required consents before sending them an invitation code and before any video recording.

The exercise of the rights of a Monitored Individual who is a minor is set out in the Privacy Policy, section “Minors”.

8. Features

The accessible features depend on the Application and on the offer subscribed to, as described in the Terms and Conditions of Sale, section “Offers and prices”.

8.1. Synkro Clinic, for Professionals

- **Patient record**: creation, consultation and updating of assessments, session notes, prescriptions, sessions and attached documents; version history of the clinical data, with its author and date; a confidential information section visible only to its author (Article 14.6).
- **Reading of the electronic identity card (eID)** of the Patient, in their presence and with their agreement, to pre-fill their identity in the Record.
- **Artificial intelligence assistance**: sorting free text into the fields of a session note and pre-filling fields of the Record (Article 14.9).

- **Clinical questionnaires and tests**: standardised questionnaires and tests drawn from the scientific literature, in several languages, with automated score calculation and interpretation guides (Article 10).
- **Exercises and programmes**: prescription of exercises and programmes to be carried out at home, viewable by the Patient, with adherence monitoring.
- **Calendar and online appointment booking**: management of time slots, online booking, automatic reminders and synchronisation with an external calendar, read-only through a subscription link or two-way with Google Calendar when the Professional enables it (Privacy Policy, section “External calendar”).
- **Public profile**: optional publication of a presentation profile (Article 14.7).
- **Practice**: working together with other Professionals and, where applicable, with administrative staff (Article 11).
- **Biomechanical Analysis**, where the offer includes it (Article 9).
- **Administrative Module**, where the offer includes it (Article 14.8).
- **Written report and eHealthBox mail**: sending the written report to the prescribing doctor and receiving the mail addressed to the Professional in their eHealthBox (Article 14.12).
- **Exports** (Article 12) and an **activity log** recording access to the Records and the actions carried out on them.

8.2. Synkro Motion, for Professionals

- **Athlete record**: creation, consultation and updating of measurements, observations and attached documents.
- **Biomechanical Analysis** in two or three dimensions (Article 9).
- **Sourced reference standards**: positioning of the measured indicators against published values, cited with their source, adjustable to the discipline and level.
- **Longitudinal comparison** of readings taken on different dates.
- **Team** (organisations and groups): working together with other Professionals (Article 11).
- **Exports** (Article 12) and **activity log**.

Entities that have concluded a service on quotation may have additional features, described in their proposal.

8.3. For Monitored Individuals

- Consultation of the items shared by the Professional: assessments, notes, measurements, analyses and exercises.
- Completion of the questionnaires assigned by the Professional, in the language chosen by the Professional.
- Booking and management of online appointments, where the Professional has enabled this.
- Submission of videos for a Biomechanical Analysis, where the Professional offers this.
- Monitoring of their progress by means of the shared indicators.
- Management of their Account, their consents and their data.

9. Automated Biomechanical Analysis

9.1. Description

The Biomechanical Analysis extracts movement indicators from submitted videos: joint angles, ranges of motion, symmetry, quality of execution and progression, positioned against published reference standards. It is available in two or three dimensions depending on the movement. The analysis is **deferred**: the result is made available at the end of processing, not in real time. It is performed by movement reconstruction models run within Synkro's hosting infrastructure, in the AWS Paris region; the Amazon Bedrock service is not involved.

9.2. Nature of the results

The Biomechanical Analysis **is not a medical device**. It is intended neither to establish a diagnosis, nor to prescribe treatment, nor to monitor a pathology. The user acknowledges and accepts that:

- the results are **measurement and comparison indicators**, which may serve as support for the Professional's assessment, and not diagnoses or medical opinions;
- the values are positioned against published reference standards, cited with their source, and do not constitute a prescription;
- the system evolves continuously and inaccuracies may occur, depending in particular on the quality of the video, the framing and the recording conditions;
- interpretation and decision-making are exclusively the responsibility of the Professional;
- Synkro is not liable for decisions taken solely on the basis of the analysis results, without assessment by the Professional.

9.3. Videos

Videos and three-dimensional reconstructions are processed solely for the purpose of producing movement indicators. **They are not subject to any biometric processing aimed at identifying a person.** Videos are never used to improve Synkro's algorithms.

The number of three-dimensional analyses included in each offer and what happens when it is exceeded are set by the Terms and Conditions of Sale, section "Three-dimensional analyses included in the Offer".

10. Questionnaires, tests and reference standards

Synkro provides Reference Content drawn from the scientific literature, accompanied by its description, its instructions, automated score calculation and interpretation guides. Each item of content is referenced to its bibliographic sources, which can be consulted from the Application.

The questionnaires and tests are offered in several languages. **Only validated language versions are used**; where no validated version exists in the requested language, another validated version, generally the English one, is offered and flagged as such. No machine translation of a clinical instrument is used.

In Synkro Clinic, each information sheet bears a permanent clinical-use notice, in the user's language: *"Practice support tool. The techniques, thresholds and values presented are referenced to their*

sources; they do not replace the clinical judgement of the practitioner, who is responsible for interpretation with regard to the patient and the context."

The user acknowledges and accepts that:

- scores, thresholds and interpretation guides are **indicators**, provided for information purposes, and not diagnoses;
- despite the care taken in transcribing them and checking them against the original publications, an error or a discrepancy with the literature cannot be entirely ruled out; the Professional refers to the sources cited and reports any anomaly to contact@synkroclinic.com;
- interpretation and decision-making are exclusively the responsibility of the Professional.

The questionnaires, tests and reference standards remain the **intellectual property of their respective authors and publishers** and are distributed with their references, in compliance with the terms of use set by their rights holders. The responses of Monitored Individuals and the calculated scores are processed under the conditions of the Privacy Policy.

11. Practice and Team

11.1. Common rules

Several Professionals may group together in a Practice or a Team. **Joining a Practice or a Team is each Professional's own choice.** Each person joins by means of an access code or an invitation; depending on the settings, entry is immediate or subject to approval by an administrator. A pending request gives access to no data.

Each Professional retains their own Account. Membership of a Practice or a Team is **independent of the Subscription**: it does not depend on who pays for the Licences, and each person may join or leave a Practice or a Team without any effect on their Licence.

The administrators of a Practice or a Team manage its members, roles and settings. A Practice or a Team always retains at least one administrator. Each access to a Record is logged.

The departure or removal of a member ends their access to the other members' Records. The obligations specific to each profile with regard to sharing are set out in Articles 14.6 and 15.5.

11.2. The Practice in Synkro Clinic

In Synkro Clinic, each Record is private by default: only the Professional who holds it has access to it. They may share a Record with their Practice, for example for a replacement, and withdraw this sharing at any time. The other members have access only to the Records shared in this way, within the limits of the right granted to them by the Practice administrator.

The Practice administrator sets:

- the right of each member: "view" or "view and edit";
- the shared calendar: when it is enabled, each member sees the calendar of all the members; otherwise, each Professional chooses whether or not to share their calendar with their colleagues. The administrator always sees the calendar of all the members;

- the automatic sharing of new Records: when it is enabled, the Records created thereafter are shared with the Practice from their creation, each Professional remaining free to withdraw the sharing.

Viewing a colleague's calendar means seeing their time slots, the Patient's name and the reason for the appointment, never the appointment note. Only the Professional modifies their own appointments.

Administrative accounts. The Practice administrator may open administrative accounts for the Practice's staff (secretariat, reception). An administrative account has access only to the administrative data of the Practice's Patients (identity, contact details, health insurance fund) and to the Practice's calendars, never to health data or to invoicing. It never becomes a Professional account and cannot administer the Practice. The administrator grants it the "view" or "view and edit" right. The administrator is responsible for the choice of the person, for the rights granted to them and for closing their account when they leave. The holder of an administrative account is bound by these Terms of Use and by the confidentiality of the data they consult. The number of administrative accounts included in the offer is set out in the Terms and Conditions of Sale, Article 24.

Each Record retains a single responsible Professional, the one who created it. When that Professional leaves the Practice, they retain their Records, and the other members no longer have access to them. Each sharing is logged.

11.3. The Team in Synkro Motion

In Synkro Motion, an **organisation** represents an entity (club, shop, team, laboratory) and holds its settings and its Records; a **group** brings together Professionals who work together. The same person may belong to several groups.

Each Record has a **scope**, chosen by the Professional responsible for it: reserved for that Professional, shared with a group, or shared with the whole organisation. **By default, the Record is private.** A member sees only the Records whose scope includes them.

12. Data export and portability

The Professional may export their data, including their Records, in structured and commonly used formats (JSON, CSV or ZIP archive, depending on the product):

- throughout the duration of their access, whether it results from a Subscription, a Licence or a trial;
- throughout the period during which their access is paused, export remaining possible in any event for at least **ninety days** after the end of the Subscription, the Licence or the trial.

In Synkro Clinic, the **full export** brings together, in readable plain form, all the Professional's Records, including inactive ones, and their confidential information, with a view to changing software; it is available from the Application settings, including when access is paused.

The Monitored Individual may export from their Account the data that concerns them and to which they have access.

The Application may limit the frequency of exports to preserve the stability of the service; this limit is indicated in the Application. Export is no longer possible once the Account has been deleted, at the user's request (Article 13) or for inactivity (Privacy Policy, section "Retention periods"), which, in Synkro

Clinic, never happens to an Account that holds Records. It is up to the Professional to export their Records before such deletion, in particular to meet the retention obligations referred to in Article 14.4.

13. Deletion of the Account and data

13.1. Grace period

Any user may request the deletion of their Account from the Application settings. As soon as the request is made, the Account is closed and can no longer be used to log in. Deletion becomes final at the end of a **thirty-day grace period**, during which the user may cancel it using the link sent to them by e-mail. At the end of this period, deletion is irreversible.

The same grace period applies when an Account is deleted for inactivity, under the conditions of the Privacy Policy, section “Retention periods”. In Synkro Clinic, an Account that holds Records is never deleted for inactivity.

Deletion of a Subscriber’s Account does not constitute termination of the Subscription, which is governed by the Terms and Conditions of Sale, section “Termination”.

13.2. Professional Account

Warning: at the end of the grace period, the deletion of a Professional’s Account entails the permanent deletion of all the Records for which they are responsible, including the videos, analyses and documents attached to them. These Records can no longer be restored. The members of their Practice or Team lose access to these Records. The Monitored Individuals concerned retain their own Account, but no longer have access to the items in these Records.

The Professional therefore exports their Records (Article 12) before requesting the deletion of their Account.

In Synkro Clinic, what the Professional has recorded in another Professional’s Records (notes, appointments, prescriptions, sessions, services, media) remains in those Records, under their name: this data belongs to that other Professional’s Record, who is responsible for it and must be able to identify its author. Of their Account, Synkro then retains only their identifier and their name; their e-mail address, password, preferences, devices and eHealth certificate are erased.

13.3. Inactive Records and erasure of data without closing the Account

In Synkro Clinic, a Record that contains care data (notes, assessments, prescriptions, sessions, services, approvals, care certificates) cannot be deleted: the Professional makes it **inactive**. The Record remains retained, viewable and exportable, and may be reactivated at any time. Only a Record without any care data, for example one created by mistake, may be deleted. Synkro Clinic does not allow all the Records to be erased at once: a Professional who stops using Synkro exports their Records, then deletes their Account (Article 13.2).

In Synkro Motion, an organisation administrator may erase all the Records of the organisation, after confirming their password and the name of the organisation. This erasure is **immediate and irreversible**, without a grace period; the Account, the Subscription and the settings are retained.

13.4. Monitored Individual Account

The deletion of a Monitored Individual's Account deletes their access and the data of their Account (login credentials, preferences); it **does not delete the Records** held by the Professionals who monitor them, who remain responsible for those Records. The consequences specific to the Patient are set out in Article 14.5.

13.5. Retained items

Certain items are retained beyond the deletion of the Account, for the period indicated in the Privacy Policy, section "Retention periods": in particular invoices, proof of acceptance of the contractual documents and the trail of the Professional's access to other Professionals' Records, with their name and e-mail address at the time of access, retained for as long as those Records. The log of access to the Professional's Records and the log of their logins are deleted with their Account.

14. Provisions specific to healthcare professionals (Synkro Clinic)

14.1. Scope

This article applies to any Healthcare Professional within the meaning of Article 3, for the entirety of their use, including the Biomechanical Analysis and the monitoring of athletes outside a care setting. In this article, the Monitored Individual is referred to as the Patient.

14.2. Professional obligations

The Healthcare Professional uses the Application in compliance with the laws governing their profession, their code of ethics and professional secrecy. They remain solely responsible for care, for assessments, for the diagnoses within their competence and for clinical decisions.

Before sending an invitation code, they inform the Patient of the use of the Application and of the data processed in it, and obtain the Patient's agreement.

14.3. Capacity of the parties

The Healthcare Professional is the **controller** of their Patients' data. Synkro acts as **processor** for the hosting and processing of this data, under the conditions of the DPA. The processing of Health Data by the Professional is based on Article 9(2)(h) of the GDPR (care provided by a healthcare professional subject to professional secrecy) and, for administrative functions, on the legal obligations incumbent upon them.

14.4. Retention of the patient record

The Healthcare Professional is responsible for retaining their Patients' records for the period required by applicable law. In Belgium, the Law of 22 April 2019 on the quality of healthcare practice requires the patient record to be kept for at least thirty years from the last contact with the Patient.

Synkro is not an archiving service. Records are retained as long as the Professional's Account exists, but they are deleted with it: when the Professional requests the deletion of their Account (Article 13.2) or when their Account is deleted for inactivity (Privacy Policy, section "Retention periods"), which,

in Synkro Clinic, never happens to an Account that holds Records. The Professional exports their Records and ensures their retention by their own means throughout the legal period.

14.5. The Patient's Account and the clinical record

The Patient's Account (their access to the patient application) and the clinical record held by the Professional are **two separate things**.

When the Patient deletes their Account:

- their Account is closed immediately and permanently deleted at the end of the thirty-day grace period provided for in Article 13.1;
- their optional consent to research, if they had given it, is withdrawn as soon as the request is made;
- each clinical record concerning them is **kept intact** by the Professional who holds it, who remains responsible for it and retains full access to it; only the link between that record and the deleted Account disappears;
- the Patient loses access to the items that their Professionals shared with them.

Likewise, when the Patient ends their link with a Professional (Article 6.2), the record remains with that Professional.

Only the responsible Professional may delete a clinical record, and only if it contains no care data (Article 13.3). A request for erasure of the record made by the Patient is addressed to that Professional, who decides on it in the light of their legal retention obligations; when such a request is received by Synkro, Synkro forwards it to the Professional and assists them in responding. In Belgium, the care record is kept for at least thirty years and at most fifty years after the last contact with the Patient (Law of 22 April 2019, Article 35): during this period, a request for erasure cannot lead to its destruction (Article 17(3)(b) of the GDPR). By contrast, the Patient's Account, their links with their Professionals and anything that does not belong to the care record may be erased. A refusal states its reasons and reminds the Patient of their right to lodge a complaint with the Data Protection Authority (Article 12(4) of the GDPR). The Patient's withdrawal of the consent given for the use of the patient application ends that use; it does not in itself entail the erasure of the record held by the Professional on the basis of Article 9(2)(h) of the GDPR.

14.6. Sharing within a Practice and confidential information

The Healthcare Professional alone decides whether to share their Records and their calendar with their Practice, under the conditions of Article 11.2. Before sharing a Record, they ensure that such sharing is compatible with professional secrecy and with the rules applicable to data sharing between professionals caring for the same Patient, and that they have a legal basis for such sharing, in particular continuity of care. They inform their Patients of the sharing of their record within the Practice and obtain their agreement where applicable law or the nature of the data so requires; if a Patient objects, they do not share the Patient's Record or they withdraw its sharing. The Practice administrator is responsible for the settings they set for the Practice: members' rights, shared calendar, automatic sharing of new Records and administrative accounts.

Members who access another member's Record are themselves bound by professional secrecy and by these Terms of Use. The Professional responsible for a Record remains the controller.

Confidential information. Each Record includes a “Confidential information” section, visible only to its author: neither the other members of the Practice, even when the Record is shared, nor the Patient have access to it. Its content is encrypted and is never included in exports of the Record, except in the full export that the Professional carries out to change software (Article 12).

14.7. Public profile and online appointment booking

The Healthcare Professional may publish a profile accessible to the public, containing the information they provide: professional identity, practice, practice address, services offered, availability and means of contact. This publication is **optional and can be enabled or disabled at any time** from the Account settings. The Professional is solely responsible for the accuracy of this information and for its compliance with the ethical and advertising rules of their profession.

When online booking is enabled, any person may view the available time slots and book an appointment, without creating an Account. The data provided on that occasion is limited to what is necessary for the appointment, is sent only to the Professional concerned and is processed under the conditions of the Privacy Policy. A booking constitutes neither the creation of an Account nor the opening of a Record.

14.8. Administrative Module

14.8.1. Services

The Administrative Module is included in the “Synkro Clinic + Admin” and “Synkro Clinic + Admin + Motion” offers. It allows the Healthcare Professional:

- to **code their sessions** (nomenclature codes, amounts), to **certify them on paper** and to print the **receipt** given to the Patient;
- to track **medical advisor approvals** and to prepare the **notifications** addressed to the medical advisor;
- to track their **income** and their Patients’ payments;

and, via the eHealth platform and MyCareNet:

- to **consult the insurability** of the Patient with their health insurance fund (Member Data service);
- to issue and send **electronic care certificates** (eAttest);
- to **invoice the health insurance funds** (eFact);
- to request and track **medical advisor approvals** (eAgreement).

14.8.2. Gradual opening

The use of each of these services by software requires an accreditation issued by the competent authorities. The services of the Administrative Module connected to eHealth and MyCareNet are made available **one by one, as they open**, after the corresponding accreditation has been obtained. The Application indicates at all times which services are open. Synkro makes no commitment as to any opening date for services that are not yet open; the related commercial terms are set out in the Terms and Conditions of Sale, section “Administrative Module”.

14.8.3. Conditions of use

Each Healthcare Professional uses the eHealth and MyCareNet services of the Administrative Module with **their own eHealth certificate**, the validity and renewal of which they ensure, and under their own INAMI (RIZIV) identification number. They undertake to:

- hold the qualifications, numbers and authorisations required for each exchange;
- consult the insurability only of a Patient whom they actually care for;
- verify, before any submission, the accuracy of the data transmitted, in particular the services, nomenclature codes, dates, prescriptions and amounts;
- comply with the regulations on compulsory health care insurance and with the applicable pricing rules;
- read the responses from the health insurance funds and follow them up appropriately.

eHealth certificate. The Healthcare Professional uploads their personal eHealth certificate to the Application. They remain its holder and are responsible for it, in accordance with the general terms and conditions of the eHealth platform: they renew it and may withdraw it at any time. The file is stored encrypted; its password is never stored. The Professional enters it to open a session, which lasts at most twelve hours. Synkro uses this certificate only for the exchanges that the Professional initiates and to retrieve, during their session, the responses intended for them. Each upload of the certificate, each opening of a session and each signed submission is logged and visible to the Professional in the log of their logins.

14.8.4. Data processed and capacity of the parties

The Administrative Module processes the Patient's social security identification number (NISS) and identity data, their insurability data, the services and nomenclature codes, the approvals and the messages exchanged with the health insurance funds. These messages are retained for the periods required by the regulations of the INAMI (RIZIV) and of the health insurance funds, and at most as long as the Professional's Account exists (Privacy Policy, section "Retention periods").

For this processing, Synkro acts as **processor** of the Healthcare Professional, who is the controller, under the conditions of the DPA. The processing is based, on the Professional's side, on Article 9(2)(h) of the GDPR and on the legal obligations arising from the INAMI (RIZIV) regulations. The recipients of this data are the health insurance funds, through the eHealth platform and MyCareNet.

14.8.5. Role of Synkro

Synkro transmits the messages that the Healthcare Professional decides to send and faithfully returns the responses received. The decisions of the health insurance funds and of the medical advisor (acceptance, refusal, reimbursement) are theirs alone; Synkro is not liable for them. The eHealth platform and MyCareNet are third-party public services, which are not processors of Synkro: their unavailability, their maintenance and their rule changes are binding on Synkro, which informs the Professionals concerned as soon as it becomes aware of them and adapts the Administrative Module within a reasonable time.

14.9. Artificial intelligence assistance

Artificial intelligence assistance is optional and is used only at the request of the Healthcare Professional. It allows free text to be sorted into the fields of a session note and fields of the Record to be pre-filled. The text entered and the fields concerned, which may include the Patient's identity and contact details, are sent to the Amazon Bedrock service, by means of an inference profile restricted to the European Union. The tool is meant to produce only what appears in the text; it may nevertheless make mistakes. The Professional reviews and corrects the result, and remains the author of the note and of the Record.

The data transmitted, the guarantees of the service and the usage log kept by Synkro are described in the Privacy Policy, section "Artificial intelligence assistance".

14.10. Biomechanical Analysis in healthcare practice

When a Healthcare Professional uses the Biomechanical Analysis, its results constitute indicators supporting their clinical assessment. The videos and the results are Health Data, including when the person filmed is an athlete monitored outside a care setting.

14.11. Practising in France

The data is hosted in France by Amazon Web Services, which holds Health Data Hosting (HDS) certification for infrastructure hosting. **Synkro itself is not HDS certified.** A Healthcare Professional practising in France assesses, in the light of this information, whether the use of the Application is compatible with the obligations incumbent upon them.

14.12. Written report and eHealthBox mail

A Healthcare Professional practising in Belgium may, with their eHealth certificate (Article 14.8.3), send from the Application the written report provided for by the nomenclature to the prescribing doctor, and receive the mail addressed to them in their eHealthBox. These functions do not require the Administrative Module.

Synkro keeps a copy of the report in the Patient's Record, together with the acknowledgements of publication, receipt and reading returned by the eHealthBox. Mail received is stored, encrypted, in an inbox within the Application, until the Professional incorporates it into the Record of the Patient concerned or files it; once incorporated, it is removed from their eHealthBox at the next retrieval. The Professional verifies the identity of the proposed Patient before incorporating a piece of mail; an identity mismatch is incorporated only after their confirmation.

The eHealth platform is a third-party public service, which is not a processor of Synkro; Article 14.8.5 applies to these exchanges.

15. Provisions specific to sports professionals (Synkro Motion)

15.1. Scope

This article applies to any Sports Professional within the meaning of Article 3: in particular non-clinical bike fitters, physical trainers, coaches, club staff, federations, performance centres and laboratories. In

this article, the Monitored Individual is referred to as the Athlete.

15.2. Use outside a care setting

Synkro Motion **is not a medical device** and is not intended for establishing a diagnosis, prescribing treatment or monitoring a pathology. The Sports Professional refrains from presenting the results produced by the Application as medical advice.

In the event of pain, injury or doubt about an Athlete's state of health, it is up to the Sports Professional to refer the Athlete to a healthcare professional. The Application in no way replaces medical advice.

15.3. Information and consent of the Athlete

Before sending an invitation code or making a recording, the Sports Professional informs the Athlete of the nature of the measurements taken and of their purpose, and obtains the Athlete's consent.

Certain information, such as the mention of an injury, of pain or of a return after a period of unavailability, may reveal Health Data. Its processing then requires the **explicit consent of the Athlete** (Article 9(2)(a) of the GDPR), which the Sports Professional obtains and of which they keep proof. They enter only the information necessary for the support provided.

15.4. Video recording and third-party rights

The Sports Professional is responsible for the conditions in which videos are made. They undertake to:

- inform the Athlete being filmed of the purpose of the recording and obtain their prior agreement;
- submit videos showing **identifiable third parties** only with their prior consent, in particular during outdoor recordings, in competition or in shared training facilities;
- comply with the rules applicable at the place of recording, including competition regulations and access authorisations;
- never make a recording without the knowledge of the persons filmed.

15.5. Sports entities

When an entity (club, federation, centre) organises the monitoring of its Athletes within an organisation, it determines the purposes and means of the processing of these Athletes' data and is the controller within the meaning of the GDPR. It ensures that the persons working in its organisation comply with these Terms of Use.

A Sports Professional who chooses to give a Record a group or organisation scope (Article 11.3) ensures that they have a legal basis for such sharing and informs the Athlete. Members who access the Record are bound by these Terms of Use.

Where the entity is also a Subscriber, its access to Records results exclusively from the rules of its organisation, and not from the payment for the Licences (Article 5.3).

15.6. Services on quotation

Entities wishing to have dedicated modules, the integration of their own reference standards, exports to their systems, guaranteed batch processing or specific service commitments conclude a separate

proposal. The availability, processing time and intellectual property commitments specific to these services are set by that proposal.

15.7. Minor Athletes

The Application may be used to support Athletes who are minors, in particular within clubs and sports schools, in strict compliance with Article 7. The required consents are obtained before any video recording.

16. Rules of use

Every user undertakes:

- not to use the Application for illegal purposes or for purposes contrary to public order;
- not to attempt to access other users' data or to circumvent access controls;
- not to submit unlawful, offensive or misleading content or content infringing the rights of third parties;
- not to disrupt the operation of the Application or its servers, in particular through massive automated requests;
- not to carry out reverse engineering, decompilation or automated data extraction, except within the limits authorised by law;
- not to extract, reproduce or redistribute the Reference Content outside the intended professional use;
- to submit videos showing identifiable third parties only with their prior consent.

17. Availability, maintenance and support

Synkro implements reasonable means to keep the Application accessible and operational; in this respect it is bound by an obligation of means. Interruptions may occur:

- for scheduled maintenance, announced in the Application at least forty-eight hours in advance where possible;
- for emergency maintenance linked to a security incident or a critical fix;
- in the event of force majeure within the meaning of Article 19.

Support is provided by e-mail at contact@synkroclinic.com and by telephone at +32 497 32 27 80, Monday to Friday during office hours, under the conditions of the Terms and Conditions of Sale, section "Support and complaints", which also set the intervention periods, the warranty and the training. Specific service commitments granted in a quotation-based proposal are set by that proposal.

Backups. Synkro backs up the data of the Application automatically, without any action by the user: the database is backed up continuously and can be restored to any point in time within the last thirty days; files (photos, videos, documents) keep their previous versions for thirty-five days. In the event of an incident, Synkro restores the data without loss from these backups. The Professional may also export all of their data at any time (Article 12).

18. Liability

18.1. Liability of Synkro

Synkro's liability towards the Subscriber and the Professional is governed by the Terms and Conditions of Sale, section "Liability", which cap it at the amounts paid during the twelve months preceding the triggering event, except in the case of gross negligence or wilful misconduct. This cap also applies to damage related to the use of the Application, including a service interruption.

Synkro is liable for its subcontractors, in particular the hosting provider, as for its own acts. Only force majeure within the meaning of Article 19 releases it from liability.

Synkro is not liable for:

- the clinical, sporting or administrative decisions taken by a Professional, including on the basis of an indicator, a score, an interpretation guide or a proposal from the artificial intelligence assistance, which are a matter for their sole judgement;
- the consequences of any use of the Application contrary to these Terms of Use;
- the decisions of the health insurance funds and of the medical advisor, or the operation of the third-party public platforms mentioned in Article 14.8.5;
- the loss of data that a Professional did not export before the deletion of their Account or of their Records under the conditions of Article 13 and of the Privacy Policy, section "Retention periods".

18.2. Liability towards Monitored Individuals

With regard to Monitored Individuals, who use the Application free of charge, Synkro's liability is incurred under the conditions of ordinary law, without any limitation contrary to the mandatory provisions protecting consumers. Monitoring, care and advice are the responsibility of the Professional who provides them, not of Synkro.

18.3. Liability of users

Each user is liable for the use they make of their Account, for the content they submit and for compliance with these Terms of Use. The Professional is liable towards Synkro for any breach of the obligations incumbent upon them towards Monitored Individuals and filmed third parties.

19. Force majeure

Force majeure means any external, unforeseeable and irresistible event within the meaning of Belgian law that prevents the normal performance of obligations: natural disaster, war or terrorism, pandemic, decision of a public authority, cyberattack of exceptional scale that appropriate security measures could not prevent, or widespread interruption of telecommunications or energy networks. A breakdown, unavailability or failure of the hosting provider or of another subcontractor of Synkro does not constitute force majeure, unless it itself results from an event meeting this definition.

The performance of the affected obligations is suspended for the duration of the event. If the event continues beyond sixty consecutive days, each party may end its commitment without compensation;

the export right provided for in Article 12 is then maintained. The financial consequences are settled by the Terms and Conditions of Sale, section “Force majeure”.

20. Intellectual property

The Application, its source code, its interfaces, its databases, its algorithms and all its original components are the exclusive property of Thomas Theben Leutenez (Synkro). Any unauthorised reproduction, modification, distribution or exploitation is prohibited. Synkro grants each user a personal, non-exclusive and non-transferable right to use the Application in accordance with these Terms of Use, for the duration of their access.

The Reference Content remains the intellectual property of its respective authors and publishers, whose references are cited in the Application.

The Application incorporates third-party software components distributed under open-source licences, in particular MIT, Apache 2.0 and BSD, which remain subject to their original licences. The list of these components is available on request at contact@synkroclinic.com.

The data entered or submitted by the user (assessments, notes, measurements, questionnaire responses, videos, exercises) remains the property of its author or of the person entitled to it. The user grants Synkro a limited, non-exclusive and non-transferable licence over this data, strictly necessary for the provision of the service and for the processing described in the Privacy Policy and in the DPA.

21. Protection of personal data

The processing of personal data carried out by means of the Application is described in the Privacy Policy: categories of data, purposes, legal bases, retention periods, recipients, processors, transfers and exercise of rights.

The Professional is the controller of the data of the Monitored Individuals that they hold in the Application, subject to Article 15.5 for sports entities. For this data, Synkro acts as processor, under the conditions of the DPA, which applies to every Professional, healthcare professional and sports professional alike. Synkro is the controller for its own data: Accounts, Subscriptions, invoicing, security and technical logs.

Any question relating to data protection may be sent to the data protection contact point: dpo@synkroclinic.com.

22. Suspension and closure of an Account for breach

In the event of a breach of these Terms of Use, Synkro may suspend access to the Account concerned, after a formal notice that has remained without effect for a reasonable period. In the event of a serious breach (attack on the security of the Application, attempt to access other people’s data, manifestly unlawful content, misrepresentation of profile), suspension may take place without notice; Synkro then informs the user as soon as possible, stating the reason.

If the breach persists, Synkro may close the Account. Suspension or closure for breach does not deprive the Professional of the right to export their Records provided for in Article 12: where security so

requires, Synkro arranges this export by means other than direct access to the Application. The financial consequences are settled by the Terms and Conditions of Sale.

23. Development of the Application and amendment of the Terms of Use

23.1. Development of features

Synkro develops the Application in order to improve it. The removal of an essential feature of the subscribed offer, the discontinuation of a product or its merger with another (for example the integration of Synkro Motion into Synkro Clinic) are announced at least three months in advance; data export remains guaranteed and a merger entails no price increase, under the conditions of the Terms and Conditions of Sale, section “Development, discontinuation or merger of a product”.

23.2. Amendment of the Terms of Use

Synkro may amend these Terms of Use. Any substantial amendment is notified in the Application and by e-mail at least thirty days before it takes effect. A user who refuses the new version may, before it takes effect, delete their Account and, if they are a Subscriber, terminate their Subscription free of charge. Otherwise, continued use after the new version takes effect constitutes acceptance. Where required by law, Synkro obtains express acceptance.

24. Duration and end

These Terms of Use apply as long as the user has an Account.

When the Subscription, the Licence or the trial ends, the Professional’s access is paused (Article 4.3). Their data remains retained and exportable under the conditions of Article 12 and of the Privacy Policy, section “Retention periods”, which provides in particular for the deletion of a Professional Account that has had no active Subscription or Licence and no login for twelve months, after a warning sent by e-mail thirty days in advance; in Synkro Clinic, an Account that holds Records is never deleted for inactivity. As long as their Account exists, the Professional regains access to their Account and their data without loss by concluding a Subscription or activating a Licence Code.

The Subscriber terminates their Subscription in accordance with the Terms and Conditions of Sale, section “Termination”. Any user may delete their Account at any time (Article 13).

25. Complaints

Any complaint relating to the Application, the Subscription or invoicing is first sent by e-mail to contact@synkroclinic.com. Synkro responds within fifteen days. Failing agreement, the dispute may be brought before the courts designated in Article 27.

Any complaint relating to data processing may also be sent to the Belgian Data Protection Authority (APD/GBA), rue de la Presse 35, 1000 Bruxelles, contact@apd-gba.be, www.autoriteprotectiondonnees.be, or to the supervisory authority of the data subject’s place of residence or work. A Monitored Individual acting as a consumer may also contact the Consumer Mediation Service (www.mediationconsommateur.be).

26. Language

These Terms of Use are drafted in French. Translations into English and Dutch are provided for information purposes. **In the event of any discrepancy between the French version and a translation, the French version prevails.**

27. Governing law and jurisdiction

These Terms of Use are governed by Belgian law. Failing an amicable solution, in particular under Article 25, the courts of the judicial district of Brussels have exclusive jurisdiction, without prejudice to the mandatory rules protecting consumers and to the rights that data subjects derive from Article 79 of the GDPR.