# Privacy Policy

*Synkro Clinic and Synkro Motion*

Synkro · Thomas Theben Leutenez, self-employed

**Version 3.9 · November 2026**

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## 1. Purpose and scope

This Privacy Policy explains how personal data is processed in connection with the Synkro Clinic and Synkro Motion services (hereinafter together “the services”), in accordance with Regulation (EU) 2016/679 (GDPR) and the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. It enters into force on 20 October 2026.

It is addressed to all persons whose data is processed through the services:

- **Professionals**, Healthcare Professionals and Sports Professionals who use the services in their activity;
- **Subscribers**, who purchase and pay for a Subscription carrying one or more Licences;
- **Licence Holders**;
- **Monitored Individuals** monitored by a Professional: the **Patients** of a Healthcare Professional and the **Athletes** of a Sports Professional;
- persons who **book an appointment online** with a Professional without having an account;
- **visitors to Synkro’s public websites**, including synkroclinic.com.

It consists of a common core, provisions specific to healthcare professionals (Synkro Clinic) and provisions specific to sports professionals (Synkro Motion). It supplements the Terms of Use, the Terms and Conditions of Sale and the Data Processing Agreement (DPA).

**Applicable regime according to profile.** The applicable regime depends on the profile of the Professional and not on the product used, according to the rule set by the Terms of Use, Article 3: a Healthcare Professional falls under the provisions specific to healthcare professionals for the entirety of their use, including biomechanical analysis and the monitoring of athletes outside a care setting, whose data is processed as health data covered by professional secrecy; any other professional falls under the provisions specific to sports professionals.

## 2. Definitions

In this policy, 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.

## 3. Controller and contact point

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|---|---|
| **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 |

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| **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 |

Synkro has not appointed a data protection officer within the meaning of Article 37 of the GDPR. Any question or request relating to your data may be sent to the contact point above, by e-mail or by post to the address of the registered office.

## 4. Roles of Synkro and the Professionals

Depending on the data concerned, Synkro acts in two different capacities.

| Data | Capacity of Synkro | Who decides |
|---|---|---|
| User accounts (login credentials, including those of Patients and Athletes who have access), Subscriptions, Licences, invoicing, security of the service, technical logs, proof of acceptance of documents and of consents, websites, usage measurement and service improvement | **Controller** | Synkro, under the conditions of this policy |
| Records held by Professionals on Monitored Individuals (clinical or athlete record, questionnaires, tests, exercises, videos and analyses, calendar and appointments, Administrative Module data) | **Processor** within the meaning of Article 28 of the GDPR | The Professional, the **controller**, who chooses the data they record and the use they make of it |

Synkro's commitments as processor are detailed in the DPA, which applies to every Professional, healthcare professional and sports professional alike, and which each Professional accepts when creating their account and, for a Licence Holder who has not yet accepted it, no later than when activating their Licence or at their first login. When a sports entity organises the monitoring of its Athletes within a Synkro Motion organisation and determines its purposes and means, it is the controller of the Records concerned (Terms of Use, Article 15.5).

**Subscriber and Licence Holder.** Each Licence Holder is the controller of the Records they hold. The Subscriber has no access to any of these Records merely because they pay for the Licence: they know only the information necessary for managing their Licences (status of each Licence and identity of the person who activated it). The sharing of Records takes place exclusively through the Practice or the Team, which each Professional chooses to join, independently of invoicing.

## 5. Processing for which Synkro is the controller

Synkro processes only the data necessary for each purpose (Article 5(1)(c) of the GDPR). It does not sell, rent or transfer any personal data for commercial purposes and does not use any data for advertising purposes.

| Purpose | Data | Legal basis | Period |
|---|---|---|---|
| Creation and management of accounts, authentication | Surname, first name, e-mail address, password (hashed), language, profile (healthcare or sports professional, profession, entity), invitation code or Licence Code used | Performance of the contract (Art. 6(1)(b)) | See the section “Retention periods” |
| Management of Subscriptions, Licences and Licence Codes | Identity and contact details of the Subscriber and of the Licence Holders, Offer, number of Licences, status of the codes, history | Performance of the contract (Art. 6(1)(b)) | See the section “Retention periods” |
| Invoicing, payment, accounting | Identity, billing address, VAT number where applicable, invoices, payment references (the card number is processed by Stripe and is never stored by Synkro) | Performance of the contract (Art. 6(1)(b)) and legal accounting and tax obligation (Art. 6(1)(c)) | See the section “Retention periods” |
| Service e-mails (address verification, password reset, deletion confirmation, warning before deletion for inactivity) and, where applicable, information relating to the trial and the Subscription | E-mail address, first name, relevant dates | Performance of the contract (Art. 6(1)(b)) | See the section “Retention periods” |
| Security of the service, prevention of abuse, log of access to Records | IP address, type of device and browser, application version, timestamps of logins and actions, identifier of the Record consulted | Legitimate interest in securing the service and security obligation (Art. 6(1)(f) and Art. 32) | See the section “Retention periods” |
| Citing the name and publishing a customer case, for beneficiaries of the Synkro Motion founder code (Terms and Conditions of Sale, Article 5.2) | Name, profession or organisation, content of the customer case | Performance of the contract (Art. 6(1)(b)), of which it is the consideration; the content of the customer case is submitted to the person for approval before publication | As long as the customer case remains published |
| Support and response to requests | Content of the exchanges, contact details | Performance of the contract (Art. 6(1)(b)) or legitimate interest in responding to requests (Art. 6(1)(f)) | The time needed to handle the request |

| Purpose | Data | Legal basis | Period |
|---|---|---|---|
| Proof of acceptance of the contractual documents and of consents, including the choice expressed on the optional consent to research | Accepted version, choice expressed, date and time, account identifier | Obligation to demonstrate consent (Art. 7(1)) and legitimate interest in evidence (Art. 6(1)(f)) | See the section “Retention periods” |
| Public profile and directory of Professionals, online appointment booking | Name, profession, practice address and its geolocation, services, availability, presentation | Consent of the Professional, which can be given and withdrawn at any time (Art. 6(1)(a)) | Until the profile is deactivated |
| Usage measurement and service improvement | Usage events linked to a pseudonymised identifier, aggregated statistics | Legitimate interest in improving the service (Art. 6(1)(f)) | See the section “Retention periods” |
| Websites: display, language, directory map, demonstration request | IP address, language, pages viewed, approximate location if you allow it, data entered in the appointment booking module | Legitimate interest (Art. 6(1)(f)); pre-contractual measures for a demonstration request (Art. 6(1)(b)) | See the section “Cookies and local storage” |

## 6. Processing carried out on behalf of the Professionals

### 6.1. Principle

For the Records they hold, the Professional is the controller: it is up to them to have a legal basis, to inform the Monitored Individuals and, where required, to obtain their consent. Synkro provides the technical means, processes the data only on the Professional’s instructions and does not use it for its own purposes.

The processing carried out on behalf of the Professional is: keeping the Record of the Monitored Individual; administering standardised questionnaires and tests, with automated score calculation; prescribing and monitoring exercises; the Biomechanical Analysis; artificial intelligence assistance; the calendar, appointments and their reminders; online appointment booking; notifications sent to users; sharing within a Practice or a Team; exports; for Healthcare Professionals who have subscribed to it, the Administrative Module.

When a Monitored Individual sends Synkro a request concerning this data, Synkro forwards it without delay to the Professional concerned and assists them in responding.

### 6.2. Sharing within a Practice or a Team

Joining a Practice or a Team is each Professional’s own choice. The sharing of Records then follows the rules of the Terms of Use, Article 11:

- **in Synkro Clinic**, each Record is private by default. The Professional may share it with the members of their Practice, who access it according to the right granted to them by the Practice administrator (“view” or “view and edit”). The administrator may make the calendar shared and have new Records shared from their creation; the administrator always sees the calendar of all the

members. The Practice's administrative accounts (secretariat, reception) have access only to the administrative data of the Patients (identity, contact details, health insurance fund) and to the calendars, never to health data or to invoicing;

- **in Synkro Motion**, each Record has a scope chosen by the Professional responsible for it (private, group or organisation); by default, the Record is private.

Synkro provides the means for this sharing, records each sharing and logs access, without ever deciding its extent.

### 6.3. Online appointment booking

A person may request an appointment with a Professional from that Professional's public booking page, without creating an account. They provide their surname, first name, contact details, the chosen time slot, where applicable the reason for the appointment, the answers to the preliminary questionnaire offered by the Professional and the documents they choose to attach. This data is sent only to the Professional concerned and recorded in their workspace, where it opens a contact file: from then on, it falls under the responsibility of that Professional and follows the retention rules of their Records.

### 6.4. External calendar

The Professional may link their Synkro calendar to an external calendar:

- through a **subscription link** (iCalendar format) provided by another calendar software: synchronisation is then read-only, Synkro imports the periods of unavailability to block the corresponding time slots and sends no data to that software;
- through a **connection to a Google calendar**, only if the Professional enables it: synchronisation is then two-way. Synkro imports the periods of unavailability and enters in the Professional's Google calendar the appointments booked in Synkro, with the name of the person concerned and the appointment note. This information is then processed by Google in accordance with the contract between the Professional and Google.

### 6.5. Notifications

Notifications sent to a user's mobile device pass through Expo's notification service, then through those of Apple or Google. The text of a notification may include the name of a Monitored Individual and the time of an appointment. Notifications can be disabled in the device settings.

## 7. Provisions specific to healthcare professionals (Synkro Clinic)

### 7.1. Health profile data

Data relating to Patients is **health data** within the meaning of Article 9 of the GDPR. It includes in particular:

- the Patient's identification and contact data;
- the data of the Record: medical history, past history, assessments, session notes, prescriptions, sessions, monitoring of exercises, attached documents and media, as well as the history of their versions;

- the confidential information that a Professional enters in the section provided for this purpose, visible only to them and encrypted;
- the written reports sent to the prescribing doctor and the mail received in the Professional's eHealthBox;
- the answers to standardised questionnaires and the results of clinical tests, including automatically calculated scores;
- the videos submitted for the Biomechanical Analysis and their results;
- the appointments;
- for the Administrative Module, the data described in the section "Administrative Module: eHealth and MyCareNet".

These rules apply in the same way to athletes monitored by a Healthcare Professional, including outside a care setting.

### 7.2. Legal bases

| Processing | Legal basis (of the Professional, as controller) |
|---|---|
| Keeping the Record and monitoring Patients, including questionnaires, tests, exercises, Biomechanical Analysis and artificial intelligence assistance | Article 9(2)(h) of the GDPR (preventive medicine, diagnosis, care or treatment), under the responsibility of a professional subject to professional secrecy (Article 9(3)), combined with Article 6(1)(b) or 6(1)(c) |
| Retention of the patient record | Legal obligation (Article 6(1)(c)), in particular the Law of 22 April 2019 on the quality of healthcare practice |
| Administrative Module (insurability, certificates, invoicing, approvals) | Article 9(2)(h) of the GDPR and legal obligations arising from the regulations on compulsory health care insurance (Article 6(1)(c)) |
| Patient's access to the application | Explicit consent of the Patient, obtained when their account is created (Articles 6(1)(a) and 9(2)(a)) |

The consent obtained when the Patient account is created concerns the Patient's use of the application. The keeping of the Record by the Professional is not based on this consent: it arises from the Professional's professional and legal obligations. This is why the withdrawal of this consent ends the Patient's access to the application without deleting the Record (see the section "Patient account and clinical record").

### 7.3. Patient account and clinical record

The **Patient account** (login credentials, preferences, consents) is separate from the **clinical record** held by the Professional.

When a Patient deletes their account, their access is deactivated immediately, the deletion can be cancelled for thirty days using the link received by e-mail, and the account is then permanently deleted (Terms of Use, Article 13). Their optional consent to research, if they had given it, is withdrawn. The **clinical record is not deleted**: it is detached from the account and remains with the Professional, who remains responsible for it and remains bound to retain it in accordance with their legal obligations. The Patient no longer has access to it through the application. The consent given when the account was created is withdrawn by deleting the account, with the same effects.

To obtain the rectification or erasure of data in their clinical record, the Patient contacts their Professional. 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 account, the Patient's links with their Professionals and anything that does not belong to the care record may be erased. A refusal states its reasons and recalls the right to lodge a complaint with the Data Protection Authority (Article 12(4) of the GDPR). Synkro assists the Professional in handling these requests.

### 7.4. Retention of the patient record

The Professional is solely responsible for retaining their Patients' records for the legal period. In Belgium, the Law of 22 April 2019 on the quality of healthcare practice requires retention for at least thirty years from the last contact with the Patient.

A Record that contains care data cannot be deleted: the Professional makes it inactive, and it remains retained, viewable and exportable (Terms of Use, Article 13.3). Synkro retains the Records as long as the Professional's account exists, but deletes them with that account (see the section "Retention periods"); in Synkro Clinic, an account that holds Records is never deleted for inactivity. The Professional must therefore **export their Records** to meet their retention obligation, under the conditions of the Terms of Use, Article 12.

### 7.5. Administrative Module: eHealth and MyCareNet

The Administrative Module, included in the "Synkro Clinic + Admin" and "Synkro Clinic + Admin + Motion" offers, allows the Professional to carry out through Synkro their administrative procedures with the health care insurance system, via the eHealth platform and the MyCareNet network:

- **consultation of insurability** (Member Data service): health insurance fund of affiliation, beneficiary codes, special status (increased reimbursement), third-party payer scheme, any registration with a community health centre and identification of the doctor holding the global medical record;
- **electronic care certificates** (eAttest service): services, dates, nomenclature codes, amounts, approval number;
- **invoicing to health insurance funds** (eFact service);
- **requests for medical advisor approval** (eAgreement service): pathology code, date and author of the prescription, attachments, decisions and any reasons for refusal.

Synkro retains the messages exchanged with the health insurance funds (requests and responses, including their decrypted content and their signed raw form), in order to ensure the traceability and proof of the exchanges required by these services. They are retained for the period indicated in the section "Retention periods".

For this processing, Synkro acts as processor of the Professional, who is the controller. The recipients of the data are the eHealth platform (authentication and encryption of exchanges), the MyCareNet network and the health insurance funds, including their medical advisor. Each Professional uses their own eHealth certificate, which they upload to Synkro. In this respect, Synkro processes the certificate file, stored encrypted, its holder, their national number and its validity period; the certificate's password is never stored. During a session, which lasts at most twelve hours, the unlocked keys are stored

encrypted, then erased at the end of the session. The certificate is used only for exchanges triggered by that Professional and for retrieving the responses intended for them; it is deleted when the Professional withdraws it or deletes their account. The NISS (national registration number) is used only to identify the Patient in the Record and in these exchanges.

Each service requires an accreditation. The services are made available one by one, as they open, without any commitment as to dates; the application indicates which services are open.

**Electronic identity card (eID).** Without the Administrative Module being required, the Professional may read the Patient's eID card, in the Patient's presence and with their agreement, by means of software installed on their computer, which reads the identity data on the card without a PIN code and sends it to the application to pre-fill the Record: social security identification number (NISS), surname, first names, date of birth, sex, nationality and address; the photograph on the card is not recorded.

**Written report and eHealthBox.** With the same certificate, without the Administrative Module being required, the Professional may send the written report to the prescribing doctor and receive the mail in their eHealthBox (Terms of Use, Article 14.12). Synkro then processes the content of the report, its recipient and the acknowledgements returned by the eHealthBox, as well as the mail received: sender, Patient concerned and their NISS, text and attachments, encrypted at rest. The recipients are the healthcare professional to whom the report is addressed and the eHealth platform, which routes the message.

### 7.6. Use in France

The data is hosted with Amazon Web Services, in the Paris region. Amazon Web Services holds Health Data Hosting (HDS) certification for infrastructure hosting. **Synkro itself is not HDS certified**, in particular for the administration and operation of the information system that it carries out. A Healthcare Professional practising in France assesses, with regard to Article L.1111-8 of the French Public Health Code, whether the use of Synkro is compatible with their obligations.

## 8. Provisions specific to sports professionals (Synkro Motion)

### 8.1. Sports profile data

For Athletes monitored by a Sports Professional, Synkro processes, on behalf of that Professional:

- the Athlete's identification and contact data;
- monitoring data: discipline, level, body measurements and characteristics useful for the analysis (height, mass, age), performance measurements, observations, sessions and recordings;
- the videos submitted for analysis and their results (joint angles, ranges of motion, symmetry, aerodynamic estimates, comparison with published reference standards);
- where applicable, the answers to questionnaires and the results of tests.

An Athlete's data is generally entered by the Professional. When an Athlete has personal access, their login credentials are processed by Synkro as controller, and the deletion of that account does not entail the deletion of the Record held by the Professional.

The Professional bases the processing on the performance of the contract between them and the Athlete (Article 6(1)(b)) or on their legitimate interest in providing the support requested (Article 6(1)(f)).

Synkro Motion is not a medical device (Terms of Use, Article 15.2): the indicators provided constitute neither a diagnosis nor medical advice.

### 8.2. Health data and consent of the Athlete

Certain information entered by the Professional (mention of an injury, of pain, of a return after a period of unavailability, of a past condition) may constitute data concerning health within the meaning of Article 9 of the GDPR. Its processing then requires the **explicit consent of the Athlete** (Article 9(2)(a)), which it is up to the Professional to obtain before any recording and which may be withdrawn at any time. The withdrawal of consent obliges the Professional to delete this information; it does not affect the lawfulness of the processing carried out beforehand.

### 8.3. Video recording

The Professional informs the Athlete being filmed and obtains their prior agreement. They submit a video showing identifiable third parties only with their agreement and comply with the rules applicable at the place of recording.

### 8.4. Sports entities

When an entity (club, federation, performance centre) organises the monitoring of its Athletes within an organisation, it is the controller of its Athletes' Records under the conditions of the section "Roles of Synkro and the Professionals". A service on quotation may provide for specific retention arrangements, set out in the corresponding processing agreement, without reducing the level of protection provided for by this policy.

## 9. Biomechanical Analysis and videos

The videos submitted for analysis are stored in the Amazon Web Services infrastructure, Paris region. They are processed by movement reconstruction models run within that same infrastructure, which produce indicators (joint angles, ranges of motion, symmetry, quality of execution, progression and, for cycling, aerodynamic estimates) as well as three-dimensional reconstructions. The indicators are positioned against published reference standards, cited with their source. The Amazon Bedrock service is not involved in the Biomechanical Analysis.

The videos and reconstructions are used exclusively to produce these indicators. They are **never** used to identify or authenticate a person by means of their physical characteristics, and therefore do not constitute processing of biometric data for identification purposes within the meaning of Article 9(1) of the GDPR.

The results are presented only to the Professional, who decides on their use. They constitute an aid to assessment and never a diagnosis or an automatic prescription: no decision producing legal effects or significantly affecting the person is taken solely on the basis of this processing (Article 22 of the GDPR).

The videos and their results form part of the Record and follow its retention rules. The videos are never used to improve the algorithms.

## 10. Artificial intelligence assistance

Synkro Clinic offers the Professional, at their request and for each use, two assistance functions based on artificial intelligence models:

- **sorting a session note**: a text typed or dictated freely is distributed across the sections and fields of the note;
- **pre-filling the Patient's Record**: a free text is distributed across the fields of the Record (identity, contact details, profession, past history, symptoms, activities).

**Data transmitted.** For each request, the following are transmitted: the text to be sorted, any instruction from the Professional, the structure of the note and the current content of its fields (excluding scored questionnaires and tests) and, for the second function or when distribution between the note and the Record is requested, the list of the fields of the Record with their current content, which may include **the Patient's identity and contact details**. No video, no other document from the Record and no data of another Patient is transmitted.

**Processing.** The models (Amazon Nova Lite by default, Anthropic Claude Haiku as an option) are run by the Amazon Bedrock service of Amazon Web Services, by means of inference profiles restricted to the European Union, which may route a request to any one of several AWS regions located in the European Union. In accordance with the AWS service terms, the content submitted is neither retained by the service nor used to train models, and the model providers do not have access to it.

**Control by the Professional.** The result is a proposal displayed to the Professional, indicating the passages of the original text from which each element comes. The Professional checks its accuracy and remains solely responsible for the content of their Records. No decision is taken in an automated manner.

**Usage log.** For each request, Synkro records usage metrics (model used, number of tokens, cost, duration, success or error) and the identifiers of the Professional, the Patient and the note concerned. The content of the requests and responses is not retained. This log is retained for twelve months.

For Healthcare Professionals, this processing is carried out on behalf of the Professional, on the legal basis described in the section "Legal bases" of the provisions specific to healthcare professionals.

## 11. Service improvement

**Aggregated statistics.** Synkro calculates aggregated indicators (number of active users, frequency of use of functions, averages) which contain no content from the Records or any personal identifier and do not allow a person to be identified. Once anonymous, these statistics fall outside the scope of the GDPR (Recital 26).

**Usage measurement.** The web application sends Synkro usage events (screen viewed, function used, platform), linked to a pseudonymised identifier that contains neither the user's name nor their e-mail address. No identifier of a Monitored Individual and no content is transmitted. This processing is based on Synkro's legitimate interest in understanding the use of its services in order to improve them (Article 6(1)(f)). The details of these events are deleted after ninety days; only the aggregated statistics are retained beyond that.

**Optional consent to research.** An optional consent to the use of data for research purposes is offered, through a separate box, when a Patient's account is created, and can be changed at any time in the settings, without any consequence for the monitoring. **No data is currently used for research purposes.** Should this change, only anonymised data would be used, and this policy would be updated beforehand.

## 12. Recipients and sub-processors

The data is disclosed only to the following recipients, within the limits of what they need.

**Within the services.** The Professional has access to the Records they hold. In Synkro Clinic, the active members of their Practice have access to the Records that the Professional shares with them, according to their right, and see the Professional's calendar (time slots, Patient's name, reason) according to the Practice settings; the Practice's administrative staff, holding an administrative account, have access only to the administrative data of the Patients (identity, contact details, health insurance fund) and to the calendars; confidential information is visible only to its author; in Synkro Motion, the members of their Team have access only to the Records whose scope includes them (section "Sharing within a Practice or a Team"). The Monitored Individual has access to their own data and to the items that their Professional makes available to them. The persons in charge of Synkro's technical operations, who are bound by confidentiality, access the Records only in case of technical necessity, and such access is logged.

**Providers and recipients.** Synkro uses the following providers. Those indicated as sub-processors process Record data on behalf of the Professionals and are bound by a contract compliant with Article 28 of the GDPR; this list is identical to the one in the DPA.

| Provider | Role | Data concerned | Location and safeguards | Capacity |
|---|---|---|---|---|
| **Amazon Web Services EMEA SARL** (Luxembourg) | Hosting of the application and the data (computing, database, storage, backups, secrets, logs), computation of the Biomechanical Analysis, artificial intelligence assistance (Amazon Bedrock) | All data | AWS Paris region (eu-west-3). Amazon Bedrock: inference profile restricted to the European Union, which may route requests to several AWS regions of the European Union | Sub-processor |
| **Resend** | Sending of transactional e-mails (registration, security, invitations, appointment confirmations and reminders, information on the trial and the Subscription) | Recipient's e-mail address and name, content of the message | United States; EU-US Data Privacy Framework and/or standard contractual clauses of the European Commission | Sub-processor |

| Provider | Role | Data concerned | Location and safeguards | Capacity |
|---|---|---|---|---|
| **Expo** (650 Industries, Inc.) | Routing of mobile application notifications, then relayed by Apple or Google | Technical identifier of the device, title and text of the notification, which may include the name of a Monitored Individual and the time of an appointment | United States; standard contractual clauses of the European Commission or EU-US Data Privacy Framework | Sub-processor |
| **Stripe** (Stripe Payments Europe Limited, Ireland) | Payment and management of Subscriptions | Identity and contact details of the Subscriber, payment data; no Record data | European Union; transfers to the United States governed by the EU-US Data Privacy Framework and/or the standard contractual clauses of the European Commission | Provider of Synkro for its own processing; no Record data |
| **Google** (Google Calendar) | Two-way synchronisation with the Professional's Google calendar, only if they enable it | Appointments entered in the Google calendar, with the name of the Monitored Individual and the appointment note | According to the contract between the Professional and Google | Independent recipient, chosen by the Professional |
| **Google** (Google Fonts) | Loading of the applications' fonts | IP address and technical information about the browser or device; no account or Record data | United States; standard contractual clauses of the European Commission or EU-US Data Privacy Framework | Independent recipient |
| **Calendly** (Calendly LLC) | Appointment booking module integrated into Synkro's websites | Name, e-mail address and information entered in the module; IP address | United States; standard contractual clauses of the European Commission or EU-US Data Privacy Framework | Provider of Synkro for its own processing; no Record data |
| **Vercel** (Vercel Inc.) | Hosting of Synkro's public websites | IP address and pages requested by visitors | United States; standard contractual clauses of the European Commission or EU-US Data Privacy Framework | Provider of Synkro for its own processing; no Record data |

| Provider | Role | Data concerned | Location and safeguards | Capacity |
|---|---|---|---|---|
| **OpenStreetMap / Nominatim** (OpenStreetMap Foundation, United Kingdom) | Display of maps and address search in the directory of practitioners | IP address; practice address of the Professionals and addresses searched | United Kingdom, which benefits from an adequacy decision of the European Commission | Independent recipient |

Any change to the list of sub-processors is brought to the attention of the Professionals at least thirty days before it takes effect, under the conditions provided for by the DPA.

**Other recipients.**

- **The eHealth platform, the MyCareNet network and the health insurance funds**, for the Administrative Module (see the section “Administrative Module: eHealth and MyCareNet”); they act within their own legal framework and are not processors of Synkro.
- **Healthcare professionals receiving a written report**, through the eHealthBox, when the Professional sends it to them.
- **Public authorities**, where required by law.
- In the event of the transfer of Synkro’s business to a company that takes it over, that company, which will be bound by this policy; users are informed in advance.

## 13. Transfers outside the European Union

The Records of Monitored Individuals, including videos, analysis results and Administrative Module data, are hosted in the European Union. Artificial intelligence assistance requests are processed exclusively in AWS regions of the European Union.

Certain providers are established in the United States or may process data there: Stripe (payment data), Resend (e-mails), Expo (notifications), Vercel (websites), Calendly (appointment booking module), Google (fonts and, if the Professional has connected it, calendar). Items from a Record may thus be transferred: the e-mail address and name of a Monitored Individual in an e-mail, their name and the time of an appointment in a notification and, if the Professional has connected it, the name and the appointment note in their Google calendar.

These transfers are governed, depending on the provider, by the adequacy decision of the European Commission of 10 July 2023 on the EU-US Data Privacy Framework, for providers certified under that framework, or by the standard contractual clauses adopted by the European Commission (Decision 2021/914). The United Kingdom benefits from an adequacy decision. A copy of the applicable safeguards may be obtained from the data protection contact point.

## 14. Retention periods

The table below is the sole reference for retention periods for all of Synkro’s contractual documents.

| Data | Retention period |
|---|---|
| A user’s account | As long as the account exists, subject to the rows below |
| Deletion of an account at the user’s request | Immediate closure; permanent deletion thirty days after the request, a period during which the deletion can be cancelled. Deletion of a Professional’s account entails the deletion of all the Records for which they are responsible; in Synkro Clinic, what they have recorded in other Professionals’ Records remains there, under their name, and only their identifier and their name are retained. Deletion of a Monitored Individual’s account does not entail the deletion of the Records held by their Professionals |
| A Professional’s account and the Records they hold, after the end of the Subscription, the Licence or the trial | Paused access (in Synkro Clinic, Records viewable in read-only mode): at the end of the paid period if the Subscription ends (termination, non-payment); immediately in the event of release of or departure from a Licence; at the end of the trial. Data retained and exportable for at least ninety days, then retained as long as the account exists; access can be restored without loss through a Subscription or the activation of a Licence Code |
| Inactive Professional account | A Professional account with no active Subscription or Licence and no login for twelve months is deleted, after a warning e-mail sent thirty days beforehand; the thirty-day period during which the deletion can be cancelled then applies, after which the deletion entails that of the Records for which the Professional is responsible. In Synkro Clinic, an account that holds Records is never deleted for inactivity: it remains with paused access, its Records viewable and exportable (Terms of Use, Article 4.3) |
| Record of a Patient or an Athlete, including videos, analysis results and appointments | Until its deletion by the Professional, and at the latest until the deletion of the Professional’s account. In Synkro Clinic, a Record that contains care data cannot be deleted: it is made inactive and remains retained. Retention for the legal period (at least thirty years for a patient record in Belgium) is the responsibility of the Professional, who exports their Records |
| Media deleted by the Professional (photo, video, document) | Removed from the Record immediately; the file is kept for no more than thirty days, so that an accidental deletion can be undone, then permanently erased |
| Messages exchanged with health insurance funds (Administrative Module) | 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 |
| The Professional’s eHealth certificate | Until its withdrawal by the Professional, and at the latest until the deletion of their account; the keys unlocked for a session are erased no later than twelve hours after it is opened |
| Mail received in the eHealthBox | In the application’s inbox until it is incorporated into the Record, whose retention period it then follows; at the latest until the deletion of the Professional’s account |

| Data | Retention period |
|---|---|
| Online appointment requests without an account | Recorded in the Professional's workspace, they follow the retention period of the Record |
| Technical logs of the application | Twelve months at most |
| Log of access to Records (consultations, creations, modifications, deletions) | As long as the Record concerned; it is deleted with the Record, including the entries concerning a user whose account has been deleted |
| Log of logins and login attempts | As long as the user's account |
| Usage log of the artificial intelligence assistance (metrics and identifiers, without content) | Twelve months |
| Details of usage measurement events | Ninety days |
| Aggregated and anonymous statistics | Without limitation, as this data is no longer personal |
| Invoices and accounting documents | Ten years, in accordance with the Belgian rules applicable to VAT since 2023 |
| Proof of acceptance of the contractual documents and of consents | Throughout the life of the account, then five years after its deletion, in order to be able to demonstrate a consent or an acceptance in the event of a dispute (Art. 7(1) GDPR); it contains neither health data nor record content |
| Database backups | Rolling thirty days: deleted data disappears from the backups no later than thirty days after its deletion |
| File backups (media, documents) | Rolling thirty-five days: a deleted file disappears from the backups no later than thirty-five days after its deletion |
| Data stored in the browser or on the device | See the section "Cookies and local storage" |

## 15. Security

Synkro implements technical and organisational measures appropriate to the risk, in particular:

- hosting with Amazon Web Services, Paris region (eu-west-3), the data being stored in France;
- encryption of exchanges (HTTPS, TLS 1.2 minimum);
- encryption at rest of the database (AES-256, keys managed by AWS KMS) and of file storage (AES-256), supplemented by specific encryption of certain sensitive fields, including the NISS (national registration number);
- hashing of passwords (bcrypt) and time-limited session tokens;
- partitioning of access: each Professional has access only to the Records they hold and to those to which the sharing rules of their Practice or Team give them access; in Synkro Clinic, each access is checked by the server according to the user's profile (Professional or administrative account) and their right ("view" or "view and edit"), and denied by default;
- logging of access to Records and exclusion of health data from technical logs;
- encryption of the Professionals' eHealth certificates (AES-256-GCM), whose password is never stored, with sessions limited to twelve hours, each upload, session opening and signed submission

being logged;
- storage of the other technical secrets in an encrypted vault (AWS Secrets Manager);
- access to the infrastructure limited to the persons who need it, according to the principle of least privilege;
- automatic backups and infrastructure monitoring with alerts.

The applications store on the user's device the items necessary for the session and, where applicable, drafts being written (see the section "Cookies and local storage"). It is recommended not to use the services on a shared device without logging out.

In the event of a data breach, Synkro notifies the Belgian Data Protection Authority (APD/GBA) under the conditions of Article 33 of the GDPR for the processing for which it is the controller, informs the data subjects where Article 34 so requires and, for data processed on behalf of a Professional, informs the Professional within the time limits provided for in the DPA.

## 16. 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 rights of a minor under thirteen years of age are exercised by the holder of parental authority. Those of a minor aged thirteen to eighteen are exercised by the minor or by the holder of parental authority, upon supporting evidence; when the request concerns a consent, it is made jointly.

## 17. Your rights

You have the following rights over your data:

- **right of access** (Article 15): to obtain confirmation that your data is being processed and to receive a copy of it;
- **right to rectification** (Article 16): to have inaccurate or incomplete data corrected;
- **right to erasure** (Article 17), subject to legal retention obligations;
- **right to restriction of processing** (Article 18);
- **right to data portability** (Article 20): to receive the data you have provided in a structured format (JSON, CSV or ZIP archive, depending on the product);
- **right to object** (Article 21) to processing based on legitimate interest;

- **right to withdraw your consent** at any time, without affecting the lawfulness of the processing carried out beforehand;
- **right not to be subject to a decision based solely on automated processing** (Article 22): the services take no decision of this kind.

Several of these rights can be exercised directly in the application: data export, profile modification, withdrawal of consent to research in the settings, account deletion. For any other request, write to the data protection contact point: **dpo@synkroclinic.com**. Synkro may request proof of identity in case of reasonable doubt. A response is provided within one month of receipt of the request, which may be extended by two months in the case of a complex request or numerous requests, with prior notice (Article 12(3)).

For the data of a Record held by a Professional, the request must be addressed to that Professional, who is the controller; if it reaches Synkro, Synkro forwards it to the Professional and assists them in responding.

You may lodge a complaint with the **Belgian Data Protection Authority** (APD/GBA), rue de la Presse 35, 1000 Bruxelles, contact@apd-gba.be, www.autoriteprotectiondonnees.be, or with the supervisory authority of your country of residence or work (in France, the Commission nationale de l'informatique et des libertés, www.cnil.fr).

## 18. Cookies and local storage

In accordance with Article 129 of the Belgian Law of 13 June 2005 on electronic communications, the storage of information on your device, or access to information stored on it, requires your consent, except where it is strictly necessary for the provision of the service you have expressly requested.

**Applications.** The Synkro Clinic and Synkro Motion applications do not place cookies. They use the browser's local storage or the mobile device's secure storage only for strictly necessary items: session tokens and profile information allowing you to stay logged in, language, display preferences (tabs, views, calendar), active organisation and drafts being written, including drafts of notes that may contain Record data. These items remain on the device until logout, until they are replaced or until the user deletes them in their browser settings. They do not require consent.

**Website.** The synkroclinic.com website places a single, strictly necessary cookie, which remembers the display language during the session. It uses the browser's session storage to keep the content of a booking form being filled in, including the answers to the preliminary questionnaire, until it is sent, and local storage to remember the display mode of the directory. When you allow it in your browser, your location is used to display Professionals near you. The website uses no audience measurement tool, no advertising cookie and no profiling tracker.

**Third-party content.** The maps and address search of the directory rely on the servers of the OpenStreetMap Foundation (OpenStreetMap and Nominatim), and the fonts of the applications are loaded from Google Fonts (see the section "Recipients and sub-processors"). Calendly's appointment booking module, integrated into the websites, may place its own cookies in accordance with its policy.

Any future use of non-necessary cookies or trackers will be preceded by clear information and by obtaining your consent.

## 19. Changes to the policy

Synkro may amend this policy to take account of changes in the services or in the regulations. In the event of a substantial amendment, users are informed in the application and by e-mail at least thirty days before it takes effect. The version in force is accessible at any time in the application and on the website.

## 20. Language

This Privacy Policy is 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.**

## 21. Governing law and jurisdiction

This Privacy Policy is governed by Belgian law. Failing an amicable solution, 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.