



General Terms of Use

Brussels Health Network

Content

| | |
|--|----|
| | 3 |
| ARTICLE 1: Purpose | 3 |
| ARTICLE 2: Legal information | 3 |
| ARTICLE 3: Definitions..... | 3 |
| ARTICLE 4: Access to Brussels Health Network's services..... | 5 |
| ARTICLE 5: Obligations of the Parties..... | 5 |
| 5.1. ABRUMET's obligations..... | 5 |
| 5.2. Obligations and responsibilities of the User..... | 6 |
| ARTICLE 6: Protection of personal data..... | 6 |
| 6.1. Distribution of roles..... | 6 |
| 6.2. Data processed by ABRUMET as the User's subcontractor..... | 6 |
| 6.3. Security and confidentiality..... | 7 |
| 6.4. Exercising the rights of data subjects..... | 8 |
| 6.5. Second-tier subcontracting..... | 8 |
| 6.6. Notification of personal data breaches..... | 9 |
| 6.7. Support..... | 9 |
| 6.8. Register of processing activities..... | 10 |
| 6.9. Deletion..... | 10 |
| 6.10. Control..... | 10 |
| ARTICLE 7: Mutual responsibilities and guarantees..... | 10 |
| 7.1. General rules..... | 10 |
| 7.2. Responsibilities relating to the RGPD..... | 11 |
| ARTICLE 8: Intellectual property..... | 12 |
| ARTICLE 9: Resolution..... | 12 |
| ARTICLE 10: Force majeure..... | 13 |
| ARTICLE 11: Modification of the general terms and conditions of use..... | 13 |
| ARTICLE 12: Duration..... | 13 |
| ARTICLE 13: Applicable law and jurisdiction..... | 13 |



ARTICLE 1: Purpose

1.1. ABRUMET, in its capacity as manager of the Brussels Health Network, offers services for the automatic computerised transmission or provision by telematic means of any data or communication relating to health or administrative purposes, between the various health players, using the most appropriate technological systems. It also offers a "safe" hosting service.¹

1.2. Access by the User to the services of the Brussels Health Network signifies acceptance of these general conditions and the rules on data protection. In the event of non-acceptance of these general conditions of use and of the data protection rules, the User must give up access to the Brussels Health Network's services.

1.3. The purpose of these "general terms and conditions of use" is to set out the terms and conditions for the provision of the Brussels Health Network's services and their by the "User".

1.4. Any questions about these general terms and conditions of use and data protection rules may be addressed to info@abrumet.be.

ARTICLE 2: Legal information

Brussels Health Network's services are managed by ABRUMET asbl, whose headquarters are located at 11 rue de la Montagne, 1000 Brussels (BCE: 0874.712.643).

ARTICLE 3: Definitions

"BRUSSELS HEALTH NETWORK'S SERVICES" : Tools and safes made available by the Brussels Health Network to promote and manage the electronic exchange of health data in the Brussels region.

"USERS": The healthcare professionals who use the Brussels Health Network's services.

¹ Ordinance of 4 April 2019 on the platform for the electronic exchange of health data and <https://brusselshealthnetwork.be/en/about-abrumet/our-mission/>



“SAFE” : A database enabling all non-hospital healthcare professionals who do not have their own IT server to host healthcare data with all the security guarantees required to enable them to participate in eHealth.

“GDPR”: EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

“DATA PROTECTION AUTHORITY” : Means the supervisory authority established by the Act of 3 December 2017 establishing the Data Protection Authority;

“PERSONAL DATA” : Means any information relating to an identified or identifiable natural person; an "identifiable natural person" is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity within the meaning of Article 4, 1 of the GDPR);

“HEALTH DATA” : Data processed in the context of the care provided as part of health policy pursuant to Article 5 §1 of the special law of 8 August 1980 on institutional reforms, including those falling within the remit of the Joint Community Commission (COCOM) within the meaning of Article 2, 3° of the Ordinance;

“DATA SUBJECT” : The identified or identifiable natural person to whom personal data relates; the patient or healthcare provider in the context of these terms and conditions.

“CONTROLLER”: Means the natural or legal person, public authority, agency or other body which alone or jointly with others determines the purposes and means of the processing; where the purposes and means of such processing are determined by Union law or by the law of a Member State, the controller may be designated or the specific criteria applicable to his designation may be laid down by Union law or by the law of a Member State within the meaning of Article 4(7) of the RGPD;

“PROCESSOR”: The natural or legal person, public authority, department or other body which processes personal data on behalf of the controller within the meaning of Article 4, 8 of the GDPR;



“PERSONAL DATA BREACH” : Means a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed within the meaning of Article 4, 12 of the GDPR;

“PROCESSING” : Means any operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction within the meaning of Article 4(2) of the RGPD.

ARTICLE 4: Access to Brussels Health Network’s services

§1 All costs incurred by the User in accessing the Brussels Health Network’s services (computer hardware, software, Internet connection, etc.) are at the User's expense.

§2 The User undertakes to use the services of the Brussels Health Network only within the strict framework of his professional activity in the field of health, and more specifically within the framework of continuity of care.

ARTICLE 5: Obligations of the Parties

5.1. ABRUMET's obligations

§1 ABRUMET uses all the means at its disposal to ensure availability and quality access to its services.

In the event of scheduled unavailability of the service, ABRUMET will warn the User 10 calendar days before the planned period of unavailability.

§2 ABRUMET undertakes to implement all necessary means to guarantee the security and confidentiality of data and, in general, compliance with the regulations applicable to the protection of personal data. In particular, ABRUMET undertakes to fulfil the obligations incumbent upon it in its capacity as subcontractor, as set out in article 6 of these general conditions.

§3 Unless otherwise stated in these general conditions, ABRUMET's obligations are obligations of means.



5.2. *Obligations and responsibilities of the User*

The User processes data through the services of the Brussels Health Network in full compliance with the regulations applicable to the protection of personal data. In particular, it will not disclose data to third parties and will implement all appropriate technical and organisational measures to guarantee data security and prevent unauthorised access.

In particular, the user must ensure that :

- Ensuring that all persons processing data on its behalf - whether subcontractors or members of staff - are properly informed of all the rules relating to the protection of personal data;
- The appointment of an IT technical manager and, if necessary, a DPO;
- The introduction of a regulated access procedure to BHN's services;
- The implementation of measures designed to guarantee the confidentiality, availability and integrity of the data processed. In particular, the User undertakes to carry out backups;
- Implementing an internal security policy ;
- ...

Any access to or use of the BHN's services by the User or by an unauthorised third party using the User's access, resulting directly or indirectly in damage and/or a breach of the regulations applicable to the protection of personal data, shall render the User liable for any damage suffered by ABRUMET or any third party.

ARTICLE 6: Protection of personal data

6.1. *Distribution of roles*

As part of the use of the Brussels Health Network's services.

- The User is responsible for the processing within the meaning of Article 4, 7 of the RGPD, as he determines the means and purposes of the processing;
- ABRUMET is a sub-contractor within the meaning of Article 4, 8 of the RGPD since it stores personal data on behalf of the User.

6.2. *Data processed by ABRUMET as the User's subcontractor*

§1 Personal data relating to patients :

- Name
- First name
- Date of birth
- Place of birth
- Address
- Gender



-
- NISS/BIS number
 - E-mail address
 - Phone number
 - Language
 - Indexing data

§2 Personal data relating to Users :

- Name
- First name
- NISS/BIS number
- INAMI number
- E-mail address
- Phone number
- Business address
- Language

6.3. Security and confidentiality

§1 ABRUMET shall take appropriate technical and organisational measures to prevent any breach of personal data, taking into account the state of the art, the costs of implementation, as well as the nature, scope, context and purposes of the processing and the risks to the rights and freedoms of individuals, the likelihood and seriousness of which vary.

These measures may include :

- Pseudonymisation and encryption of personal data ;
- Means to guarantee the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- Means of restoring the availability of personal data and access to it within an appropriate timeframe in the event of a physical or technical incident;
- A procedure for regularly testing, analysing and evaluating the effectiveness of technical and organisational measures to ensure the security of processing.

§2 ABRUMET ensures :

- Raising awareness and training its staff involved in processing operations.
- Persons authorised to process personal data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality.

§3 ABRUMET does not make personal data available to third parties for whom there is no legal or regulatory obligation of access.

§4 ABRUMET shall inform the User as soon as possible after becoming aware of it when it receives a request for information or communication of Personal Data, a summons or a request for



inspection or audit from a competent public body concerning the processing of Personal Data, including the Data Protection Authority.

§5 ABRUMET shall immediately inform the User if it considers that an instruction received from it infringes the GDPR or any other applicable provision relating to the protection of personal data.

6.4. Exercising the rights of data subjects

§1 ABRUMET undertakes to help the User, by means of appropriate technical and organisational measures, as far as possible, to fulfil its obligation to respond to requests made by data subjects with a view to exercising their rights under Chapter III of the RGPD.

§2 When the persons concerned make requests to ABRUMET to exercise their rights, ABRUMET must send these requests as soon as they are received by e-mail to the User or any other person designated by the User. If the User has appointed a Data Protection Officer, ABRUMET shall forward the request to the latter.

§3 The parties undertake to cooperate in good faith in the performance of their obligations.

6.5. Second-tier subcontracting

§1 ABRUMET may call upon a second-tier processor to carry out specific processing activities. In this case, it shall inform the User in advance in writing.

The User has 21 calendar days from the date of receipt of this information to cancel the contract.

§2 The second-tier subcontractor used by ABRUMET is required to comply with the obligations set out in these general conditions or with the legal or regulatory obligations applicable on behalf of and in accordance with the instructions of the User.

It is the responsibility of ABRUMET to ensure that the second-tier processor presents the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the RGPD or any other applicable legislation regarding the protection of personal data.

§3 If the second-tier processor does not fulfil its data protection obligations, ABRUMET shall remain fully responsible to the User for the performance by the processor of its obligations.

A contract meeting the requirements of Article 28 of the RGPD will be concluded between ABRUMET and the second-tier processor.



§4 Adherence to these general terms and conditions implies authorisation for ABRUMET to appoint second-tier subcontractors, without prejudice to §1^{er} of this article.

6.6. Notification of personal data breaches

§1 . ABRUMET must, as soon as possible and if possible within 72 hours of becoming aware of it, inform the User via the professional representative association to which the User is "affiliated", when it becomes aware or reasonably suspects that a personal data breach has occurred. ABRUMET shall mention, to the best of its ability, whether or not the breach involves a risk to the rights and freedoms of natural persons within the meaning of the "Guidelines 9/2022 on personal data breach notification under GDPR adopted on 23 March 2023".

§2 The notification shall contain at least :

- A description of the nature of the personal data breach including, where possible and relevant, the categories and approximate number of persons affected by the breach and the categories and approximate number of personal data records affected;
- The name and contact details of the Data Protection Officer or other contact point from whom further information can be obtained;
- A description of the likely consequences of the personal data breach ;
- A description of the measures taken or envisaged by ABRUMET to remedy the personal data breach, including, where appropriate, measures to mitigate any negative consequences.

This notification is accompanied by any useful documentation to enable the User to notify, if necessary, this breach to the competent supervisory authority and/or to communicate with the persons concerned.

§3 In the event of a personal data breach, ABRUMET undertakes to - as soon as possible - take appropriate corrective measures in order to put an end to the said personal data breach, to limit the possible damage and to prevent and/or limit a possible future personal data breach. ABRUMET shall inform the User of these measures.

6.7. Support

ABRUMET shall deal correctly and promptly with all requests for information from Users concerning data processing.

ABRUMET must, given the nature of the processing and the information available to it, assist the User in order to guarantee compliance with its obligations, in terms of :



- Implementation of appropriate technical and organisational measures to guarantee an adequate level of security for the processing operations for which ABRUMET acts as processor;
- Notification to the data protection authority and, where appropriate, to data subjects in the event of a data breach ;
- Carrying out, if necessary, a data protection impact assessment (This assistance may consist of an impact assessment carried out by ABRUMET on the data processing carried out).

ABRUMET shall make available to the User, at his request, all the information necessary as soon as possible to prove compliance with such obligations.

ABRUMET shall, where appropriate, assist the User in carrying out prior consultation with the supervisory authority.

6.8. Register of processing activities

ABRUMET declares that it keeps a register of processing activities in accordance with Article 30.1 of the RGPD.

6.9. Deletion

At the end of the contract or at the User's request, ABRUMET will deactivate the links but will keep the access logs to the shared data for as long as the medical file must be kept by the User or the healthcare professional responsible for keeping the medical file or for as long as this is necessary for medico-legal purposes.

6.10. Control

§1 ABRUMET shall make available all the information necessary to enable the User to verify that it complies with the provisions of the contract within the meaning of article 28.3 of the RGPD. The costs generated by this verification will be borne by the User.

ARTICLE 7: Mutual responsibilities and guarantees

7.1. General rules

§1 ABRUMET shall only be liable for damage resulting directly and exclusively from the serious failure of the services it provides and from its own breaches of these general conditions.

§2 Under no circumstances may ABRUMET and/or its suppliers and/or employees be held responsible for any indirect damage suffered by the User as a result of activities carried out by the latter.



ABRUMET declines all responsibility for damage that may result from the use of the Réseau Santé Bruxellois services for the User or third parties. This includes, without limitation, any indirect damage, loss, interruption of work, deterioration of programmes or data on the User's computer system, hardware, software, etc. It is the User's responsibility to take all precautions to ensure that the services they access are free of viruses, worms, Trojan horses and other elements that could damage their data or equipment.

§3 ABRUMET cannot be held liable:

- In the event of reasonable unavailability of the service when this is justified by maintenance, programme upgrades or updates, provided that ABRUMET has warned the User of a scheduled unavailability of the system 10 working days before said unavailability.
- In the event of fraudulent use of the BHN's services or the plundering of data that could result from unauthorised access to its computer systems despite the means implemented to prevent such unauthorised access.

In the cases described above, no compensation will be payable by the party concerned.

§4 Furthermore, the liability of ABRUMET and/or its suppliers and/or employees is limited to €250,000 per claim and per year.

§5 ABRUMET and the User agree that if either of them is held liable by a patient for a breach of these terms and conditions by the other party, to the extent that the latter is liable, it shall compensate the former party for any costs, charges, damages, expenses or losses incurred by the former party.

Compensation is subject to :

- The party sued by the patient communicates the complaint as soon as possible to the other party and,
- That other party is offered the opportunity to co-operate with the first party in the defence or settlement of the complaint.

The limit of liability provided for in §4 shall not apply in the application of this paragraph.

§6 The limitations of liability set out in this paragraph shall not apply in the event of ABRUMET and/or its subcontractors failing to comply with the RGPD.

7.2. Responsibilities relating to the RGPD

In the event of joint and several liability or liability *in solidum*, each party must, as part of its contribution to the debt, bear the cost of any damage arising from its own failings.

This solidarity only applies in the event of liability under the RGPD.



ARTICLE 8: Intellectual property

§1 . All intellectual property rights on the programmes belong to ABRUMET or are used under licence. The User obtains only a personal and non-transferable right of use. The User shall use the programming solely for internal purposes and shall not make the programme available in any way, directly or indirectly, for a fee or free of charge, to third parties.

The User is prohibited from copying the programme. The User is prohibited from translating the programme, modifying it or adapting it without the prior written agreement of ABRUMET. In the event of breach of this contract or in the event of non-payment the User will no longer have any right to use ABRUMET programmes.

§2 All trademarks, photos, logos, models, etc. appearing on documents and material originating from ABRUMET are the exclusive property of the latter.

Any partial or complete reproduction of these logos, trademarks, photos, models, etc., whatever the medium, for commercial, associative or voluntary purposes, is prohibited without the written consent of ABRUMET or the holders of the trademarks or rights attached to these graphic representations.

The prohibition referred to in the previous paragraph does not, however, concern the reproduction by the User of documents issued by ABRUMET for strictly internal or purely informative purposes. The User must however ensure that the documents reproduced in this way are still relevant and that they are the latest version updated by ABRUMET.

ARTICLE 9: Resolution

In addition to the other cases indicated in these General Terms and Conditions, the contractual relationship may be terminated in the following cases, if applicable:

- In the event of a breach by one of the parties of its obligations under these general terms and conditions, which is not remedied within thirty calendar days from the date of the registered letter with acknowledgement of receipt notifying the other party of the breach, the latter may terminate the contract to the detriment and grievance of the other party, without prejudice to any damages to which it may be entitled.
- In the event of serious breaches, the party prejudiced by the said breaches shall have the right to terminate the contract ipso jure without prior judicial intervention, without notice or delay and to the detriment and grievance of the other party after sending a registered letter stating the reasons for the decision.



ARTICLE 10: Force majeure

Neither party shall be held liable to the other for non-performance or delays in performance of any obligation under these general terms and conditions, which are due to the act of another party or to the occurrence of a case of force majeure usually recognised as such by case law, such as, but not limited to, flooding, storm, lack of products, partial or total strike, lockout, computer system failure due to external factors. The following are not considered to be cases of force majeure: financial impossibility for the User to pay all costs relating to access to or use of BHN's services.

The party affected by such events must inform the other party of the occurrence of the event as soon as possible.

Force majeure suspends the obligations arising from the contractual relationship for as long as the force majeure exists; however, if the force majeure lasts for more than three months, the contractual relationship will be terminated automatically with notice.

ARTICLE 11: Modification of the general terms and conditions of use

ABRUMET reserves the right to modify the clauses stipulated in these general conditions of use and data protection rules at any time.

ARTICLE 12: Duration

These general conditions take effect with regard to the User from the date corresponding to the first day of use of the services provided by ABRUMET. This date also marks the formation of the contractual relationship between ABRUMET and the User, which shall continue for as long as the User uses the services provided by ABRUMET.

ABRUMET reserves the right to withdraw access to its services from any User who has infringed these general conditions of use or committed acts contrary to the regulations applicable both to ABRUMET and to the User.

ARTICLE 13: Applicable law and jurisdiction

These general terms and conditions of use and data protection rules are governed by Belgian law. If a dispute between the parties cannot be resolved amicably, the Belgian courts shall have sole jurisdiction.

The inapplicability of one of the provisions of these general terms and conditions of use or its contravention of a mandatory legal provision shall have no effect on the validity or applicability of the other provisions.

