

## PRIVACY POLICY

This Privacy Policy sets out the rules for the processing of the personal data of a Customer who uses Confido Self-Service's electronic reservation system for booking healthcare and/or health services.

The terms used in this Policy have the following meanings:

<b>Confido</b>	OÜ Arstikeskus Confido, registry code 12381384, address Veerenni Street 51, Tallinn, administrator of Confido Self-Service
<b>Confido Self-Service</b>	The website through which contracts for the supply of the Service are concluded between the Customer and the Service Providers.
<b>Customer</b>	A person who uses Confido Self-Service to book a Healthcare Service or Health Service.
<b>Privacy Policy Service</b>	This Privacy Policy. The Healthcare and Health Services, the provision of which can be booked through Confido Self-Service.
<b>Service Provider</b>	The provider of the Health Service or the Healthcare service.
<b>Health Service</b>	A service provided to the Customer that is not a Healthcare Service.
<b>Healthcare Service</b>	A service provided by a person holding an activity license for the provision of the relevant service, if the existence of such an activity license is required for the provision of the relevant service, following the rules of medical science.
<b>Provider of the Health Service</b>	A legal entity partner of Confido whose Health Services can be booked through Confido Self-Service and who is not a Healthcare Provider.
<b>Healthcare Provider</b>	A legal entity partner of Confido whose Healthcare Services can be booked through Confido Self-Service and who is indicated to be a Healthcare Provider in the Confido Self-Service.
<b>General Regulation</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

### 1. ROLE OF CONFIDO IN THE PROCESSING OF PERSONAL DATA

Confido determines the purposes and means of processing the Customer's personal data when arranging a booking through Confido Self-Service and is therefore considered the controller of the Customer's personal data within the meaning of the General Regulation.

Both Confido and the Service Provider are independent controllers of the processing of the Customer's personal data within the meaning of the General Regulation. Confido is liable for the processing of data

that Confido receives from the Customer through Confido Self-Service and the Service Provider is liable for the processing of data that the Service Provider receives when providing the Service to the Customer.

If it is necessary to process the Customer's data concerning health in order to book the Healthcare Service, the Healthcare Provider notifies Confido of the need to collect such data, in which case Confido processes the Customer's data concerning health on the basis of the Healthcare Provider's authorisation and instructions.

## 2. PERSONAL DATA COLLECTED

Confido processes the following personal data of the Customer through Confido Self-Service:

<b>Identification data</b>	Given name and surname, personal identification code, residency
<b>Contact information</b>	Telephone number, address, e-mail address
<b>Booking data</b>	Information on the Service Provider, the time of provision of the Service, the place of provision of the Service and the content of the provision of the Service.
<b>Data concerning health</b>	Data on the Customer's state of health, including information on the reason the Customer wants to visit the doctor and information on the medicines taken by the Customer. If the provision of the Healthcare Service requires a referral letter, information on the referral letter. In addition, the instructions and guides given to the Customer by Confido, which the Customer undertakes to follow considering the nature of the Service selected by them. The list of data that Confido processes in a specific case depends on the type of Service booked.
<b>Payment information</b>	Information on payment for the Service, information on the existence of a discount code.
<b>Feedback and suggestions</b>	Data related to the feedback or suggestions submitted by the Customer or their parent or guardian, including the booking number in connection with which the suggestion or feedback has been submitted, in relation to the time booked with the Service Provider the suggestion or feedback has been submitted for, in relation to the Service the suggestion or feedback has been submitted for or the name of the worker whose activities the feedback has been provided on.
<b>Platform information</b>	Data collected by Confido using the cookies of Confido Self-Service, such as information about the device used to visit the website (model, name, IP address), information about preferences, use of the website.

Confido processes personal data about the Customer, which it receives directly from the Customer. Confido does not collect personal data about the Customer from third parties, except to check the data submitted by the Customer in the clinical information system or if the Service is booked by a third party on behalf of the Customer. In the latter case, Confido receives personal data about the Customer from the person booking the Service. By booking the Service, the third party confirms that they have the right or authorisation to submit the Customer's personal data, including health data, to Confido and to book the Service on behalf of the Customer.

Disclosure of personal data to Confido is voluntary, but if the Customer decides not to disclose the data, the Customer cannot book the Services for themselves through Confido Self-Service.

### 3. PURPOSES AND LEGAL BASES FOR PROCESSING PERSONAL DATA

3.1. Confido processes the Customer's personal data only pursuant to applicable law and for the stated purposes.

Data sets	Purpose	Legal basis
<b>Identification data</b>	To allow the Customer to book the Service with the Service Provider.	Contract for the provision of the Booking Service (GDPR art 6 (1)(b)).
<b>Booking data</b>	To allow the Customer to book the Service with the Service Provider.	Contract for the provision of the Booking Service (GDPR art 6 (1)(b)).
<b>Contact information</b>	To allow the Customer to book the Service with the Service Provider.  To contact the Customer, including transmission of additional guides and instructions related to the Service.  To be transferred to databases and registers in order to fulfil the obligations arising from the legislation in force.	Contract for the provision of the Booking Service (GDPR art 6 (1)(b)).  Contract for the provision of the Booking Service (GDPR art 6 (1)(b)).  Fulfilment of a legal obligation (GDPR art 6 (1)(c)).
<b>Data concerning health</b>	To make sure that the Healthcare Service can be provided to the Customer. To ensure the safe provision of the Healthcare Service.  To be transferred to databases and registers in order to fulfil the obligations arising from the legislation in force.	An authorisation granted by a Healthcare Provider to ensure the performance of a contract for the provision of the Healthcare Service.  Fulfilment of a legal obligation (GDPR art 6 (1)(c)).
<b>Payment information</b>	To pay for the Healthcare Service.	Contract for the provision of the Booking Service (GDPR art 6 (1)(b)).
<b>Feedback</b>	To ensure the quality of the healthcare service.	An authorisation granted by a Healthcare Provider to ensure the performance of a legal obligation.
<b>Information from the Confido Self-Service website</b>	To perform website analytics in order to understand the preference of website users and what features users use on the website.	Confido's legitimate interest (GDPR art 6 (1)(f)).

### 4. AUTOMATED DECISION OR PROFILING

4.1. Confido may process the Customer's personal data for automated decision-making and use automated processing of the Customer's personal data, including profiling and data modelling, to provide services in accordance with the Customer's preferences, set service prices, detect fraud and fraud risk or meet marketing objectives. The Customer has the right to submit their

opinion to Confido and to contest the automatic decisions by sending a corresponding notice to the contact details referred to in clause 9 of this Privacy Policy.

## **5. TRANSMISSION OF PERSONAL DATA**

- 5.1. Confido does not transmit personal data to third parties, unless it is necessary for the performance of the contract concluded with the Customer or to ensure the performance of the contract or if the obligation to transmit such data arises from legislation.
- 5.2. When providing a Healthcare Service to the Customer, Confido transmits personal data, including the Customer's health data, to the e-health patient portal information system [www.digilugu.ee](http://www.digilugu.ee), the controller of which is Tervise ja Heaolu Infosüsteemide Keskus (registry code 70009770, address Uus-Tatari Street 25, 10134 Tallinn). If such an obligation arises from the applicable legislation, Confido transfers the Customer's personal data to other registers and databases.
- 5.3. Confido transmits the Customer's personal data both to persons who are considered independent controllers in the processing of the Customer's personal data (i.e. the Service Provider selected by the Customer) and to persons who process the Customer's personal data under Confido's authorisation and supervision (e.g. server service providers, payment service provider Maksekeskus AS, IT software developers).
- 5.4. As the processors, Confido uses only those partners who are committed to processing personal data in accordance with these principles of processing personal data and applicable law.

## **6. RETENTION OF PERSONAL DATA**

- 6.1. Confido does not retain Customer's personal data longer than is necessary for the purposes of processing personal data or pursuant to applicable law.
- 6.2. Pursuant to the Accounting Act, we store accounting documents for seven years.
- 6.3. We generally store the data collected for the conclusion of an agreement with the Customer, the longer retention period of which has not been prescribed by applicable law, as long as they are required for the purposes of the contract during the term of the contract or up to three years after expiry of the contract.

## **7. SECURITY OF PERSONAL DATA**

- 7.1. Confido ensures the security of personal data processing in order to protect personal data against unintentional or unauthorised processing, disclosure or destruction.
- 7.2. Taking into consideration the latest scientific and technological developments, the cost of implementation and the nature, scope, context and purposes of personal data processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons posed by the processing, Confido, upon processing of personal data, implements appropriate technical and organisational measures for ensuring the security of personal data.

## **8. RIGHTS OF THE CUSTOMER**

- 8.1. Upon processing personal data, the Customer has all the rights of a data subject pursuant to applicable law, in addition to the following rights:

- 8.1.1. **Right of access:** The Customer has the right to ask whether Confido has any of their personal data and to obtain information about the Customer's personal data processed by Confido at any time.
  - 8.1.2. **Right to rectification of personal data:** The Customer has the right to request that Confido specify or rectify their personal data if they are inadequate, incomplete or incorrect.
  - 8.1.3. **Right to object:** The Customer has the right to submit objections to the processing of their personal data by Confido if the use of personal data is based on the legitimate interest of Confido.
  - 8.1.4. **Right to request erasure of personal data:** The Customer has the right to request the erasure of personal data if their personal data is processed with their consent and they have withdrawn their consent.
  - 8.1.5. **Right to restriction of processing:** The Customer has the right to request that Confido restrict the processing of the Customer's personal data based on current legislation, e.g. if Confido no longer needs the Customer's personal data for the purposes of processing or if the Customer has objected to personal data processing.
  - 8.1.6. **Right to withdraw consent for processing:** If the processing of personal data is based on the Customer's consent, the Customer may withdraw their consent to Confido at any time.
  - 8.1.7. **Right to data portability:** The Customer the right to obtain personal data from Confido which they have submitted to Confido and which is processed on the basis of their consent or in order to perform the contract concluded with them, in writing or in a commonly used electronic format, and, if it is technically possible, to request that Confido transmit the data to a third service provider.  
**Right to file a complaint:** To file a complaint with the Data Protection Inspectorate or a court in the case of a violation of the Customer's rights.
- 8.2. The Customer's rights related to the processing of personal data listed in this chapter do not include all of their rights. In certain cases, the rights of other data subjects or the legal obligations of Confido may limit the rights of the data subject.
  - 8.3. In order to exercise the rights associated with the processing of personal data or to submit applications, the Customer must contact Confido (contact information in clause 9).

## 9. CONTACT INFORMATION

- 9.1. For questions or requests related to the processing of personal data, the Customer must contact Confido or the Data Protection Officer of Confido by telephone, e-mail or post. Contact information of Confido: Business name: OÜ Arstikeskus Confido Address: Veerenni 51, Tallinn 10138; telephone: +372 629 9277; e-mail: [info@confido.ee](mailto:info@confido.ee) Contact information of the Data Protection Officer of Confido: [monika.prits@confido.ee](mailto:monika.prits@confido.ee).