
Spentys – Privacy Policy - footForma

Version: V1 – 8th of October 2025

This Privacy Policy ("Policy") explains how **Spentys SA/NV** ("Spentys", "we", "us", "our") collects, uses, shares, and protects personal data when you use the **footForma software solution** (the "Application" or "Solution").

This Policy is specific to the FootForma software and supplements Spentys' **general Privacy Policy**, available at <https://share.google/Kj9z7qLZia8zN7sXR>. Where differences exist, this Policy prevails for data processed through footForma.

1. Data Controller and Contact Information

Controller:

Spentys SA/NV
Boulevard de l'Humanité 292,
1190 Brussels (Forest), Belgium
Company number: 0681.502.303
Website: www.spentys.com
Email: privacy@spentys.com

Data Protection Officer (DPO):

Apogado CVBA
Nattehofstraat 33B B, 2800 Mechelen, Belgium
Email: privacy@spentys.com

Spentys is responsible for determining how and why personal data are processed within FootForma and ensures compliance with the **General Data Protection Regulation (GDPR – EU 2016/679)**.

2. Scope and Application

This Policy applies to:

- All users of the **footForma Application** and related online services, including the desktop software and cloud components.
- Any person whose personal data are processed by Spentys for the purpose of providing, maintaining, or supporting footForma.

It does not apply to the processing of patient data by Users (e.g. clinicians or healthcare providers) when they use footForma in a professional capacity. In such cases, the User acts as an independent data controller and is responsible for compliance with applicable data protection laws.

3. Types of Data We Process

When you use FootForma, we may collect and process the following categories of data:

A. Account and Identification Data

- First and last name
- Professional email address
- Company name and role
- Login credentials (username, password – encrypted)
- Contact details (phone number, address if applicable)

B. Technical and Usage Data

- IP address and device identifiers
- Browser type, operating system, and hardware specifications
- Connection timestamps, login events, and activity logs within the Application
- Error reports, diagnostic logs, and crash information
- License usage data and feature usage analytics (non-identifiable)

C. Payment and Subscription Data

- License type and subscription details
- Payment confirmations, invoices, and billing address (processed securely via external providers)

D. Communication Data

- Messages or support requests you send us
- Feedback, survey responses, or other interactions with Spentys support or sales teams

E. Restricted Medical Context Data

Spentys **does not process identifiable patient information** through footForma. The Application is designed so that:

- Patient names, numbers, and identifiable details are not transmitted to Spentys.
- Only anonymized design and 3D data are processed, without any identifying metadata.
Users are prohibited from entering personal data of patients into fields visible to Spentys unless explicitly agreed and documented.

4. Purposes and Legal Bases for Processing

Spentys processes personal data for the following purposes, under the corresponding legal bases:

Purpose	Examples	Legal Basis
Account creation and management	User registration, authentication	Contract performance (Art. 6(1)(b) GDPR)
Providing and maintaining the Application	Licensing, functionality, updates, troubleshooting	Contract performance
Security and fraud prevention	Monitoring logins, detecting misuse, enforcing Terms	Legitimate interest (Art. 6(1)(f))
Payment and billing	Subscription renewal, invoicing	Contract performance / Legal obligation
User support and communication	Answering requests, sending operational notices	Legitimate interest
Improving footForma	Diagnostics, bug fixing, usage analytics	Legitimate interest (minimised data)
Legal compliance	Record-keeping, responding to authorities	Legal obligation
Marketing communications (optional)	Newsletters, product updates	Consent (Art. 6(1)(a))

5. Data Retention

We retain personal data **only for as long as necessary** for the purposes described above:

- Account and usage data: retained during the active subscription and deleted within 90 days after termination.
- Billing and financial records: retained for 10 years (legal obligation under Belgian law).
- Technical logs: stored for a maximum of 12 months for diagnostic and security purposes.
- Support communications: retained for 2 years after last contact.

Once the retention period expires, data are securely deleted or anonymized.

6. Data Hosting and Security

Spentys takes all appropriate technical and organizational measures to protect data:

- footForma servers are hosted in the European Union (primarily in Belgium and/or other EEA countries).
- Data are encrypted in transit (TLS/SSL) and at rest (AES-256).

- Access to personal data is strictly limited to authorized personnel under confidentiality obligations.
- Regular backups, intrusion detection, and monitoring ensure business continuity.
- Multi-factor authentication and password hashing are enforced for user accounts.

Despite these safeguards, no system is immune from risks; users are encouraged to maintain local security (firewalls, antivirus, and secure passwords).

7. Data Sharing and Sub-Processors

We may share limited personal data with trusted service providers (“sub-processors”) that help us operate footForma. These include:

- Hosting and infrastructure providers (e.g. AWS, Azure, or equivalent EU-based providers)
- Payment processors (for subscription and billing; Stripe Payments Europe, Limited (SPEL))
- IT support and security monitoring providers
- Professional advisors (accounting, legal, compliance)

All sub-processors act under Data Processing Agreements (DPAs) that ensure compliance with GDPR and confidentiality.

Spentys does not sell or rent personal data to third parties.

If data are transferred outside the EEA, Spentys ensures an adequate level of protection through:

- EU Commission adequacy decisions, or
 - Standard Contractual Clauses (SCCs) approved by the European Commission.
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8. Data Subject Rights

As a data subject, you have the following rights under GDPR:

- Right of access: obtain confirmation and a copy of your personal data.
- Right to rectification: correct inaccurate or incomplete data.
- Right to erasure: request deletion when data are no longer necessary or processed unlawfully.
- Right to restriction of processing: limit use of your data under specific conditions.
- Right to data portability: receive your data in a structured format or transfer it to another controller.
- Right to object: to processing based on legitimate interest or direct marketing.
- Right to withdraw consent: where processing relies on consent, without affecting prior lawful processing.

To exercise these rights, please contact privacy@spentys.com. We will respond within one month, extendable by two months for complex cases.

9. Data Breach Notification

In the event of a personal data breach that is likely to result in a risk to individuals' rights and freedoms:

- Spentys will promptly notify the Data Protection Authority (APD-GBA).
 - Where required, affected users will also be informed without undue delay.
 - Affected parties will receive information on the nature of the breach, potential consequences, and protective measures taken.
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10. Cookies and Analytics

The footForma desktop and web components may use limited analytical or diagnostic tools to:

- Monitor performance and stability
- Detect technical issues
- Improve user experience

These analytics are anonymized and aggregated. The Application does not use advertising cookies or third-party trackers.

For cookie use on Spentys' websites, see the Cookie Policy available at <https://share.google/byvhYKQVG1VbwVUyr>

11. Minors and Professional Use

footForma is intended exclusively for professional users (clinicians, healthcare providers, or technicians) aged 18 or older.

Spentys does not knowingly process data from minors. If we become aware that data from a minor has been provided, it will be deleted immediately.

12. Third-Party Links and Integrations

footForma may contain links or integrations with third-party systems (e.g. CAD software, medical record platforms).

Spentys is not responsible for the privacy practices of such third parties. Users should review their respective privacy notices before integration.

13. Changes to this Policy

Spentys reserves the right to amend this Policy from time to time, for example to reflect legal or technical developments.

All updates will be published within the Application and on the Spentys website, with a new effective date.

In case of significant changes, users will be informed directly via email or in-app notification.

14. Complaints and Contact

If you have any question or concern regarding this Policy or data protection, please contact:

Data Protection Officer

Email: privacy@spentys.com

Postal: Spentys SA/NV, Boulevard de l'Humanité 292, 1190 Brussels, Belgium

You may also lodge a complaint with the **Belgian Data Protection Authority**:

Autorité de Protection des Données (APD – GBA)

Rue de la Presse 35, 1000 Brussels, Belgium

Email: contact@apd-gba.be

Website: www.autoriteprotectiondonnees.be

15. Governing Law and Jurisdiction

This Policy and all related processing are governed by Belgian law.

In the event of a dispute regarding the interpretation or execution of this Policy, the courts of Brussels (Belgium) have exclusive jurisdiction, unless otherwise required by mandatory legal provisions.

Annex: Relationship Between footForma and the Spentys General Privacy Policy

- This footForma Privacy Policy provides software-specific transparency for users of the Application.
- The general Spentys Privacy Policy continues to apply to processing activities related to Spentys' website, marketing, and corporate communications.
- Together, these two documents form the complete privacy framework for Spentys' ecosystem.