

The user can only benefit from the services of the CNSapp under the condition of unreserved acceptance of an identification and activation of a personal account with the "Agence nationale des informations partagées" in the Health field, of an identity check by Digital Health Network S.à.r.l, as well as the General Conditions of Use of the "Agence nationale des informations partagées" in the Health Field and of Digital Health Network S.à.r.l.

In this context, the CNSapp allows the user to take a photo of his identity card free of charge in order to transmit it directly to Digital Health Network S.à.r.l. The user is the sole owner of this data which he transmits to Digital Health Network S.à.r.l via the CNSapp.

The transmission of these documents to Digital Health Network S.à.r.l. allows them to create a personal account and link it to the user's personal account with the "Agence nationales des informations partagées" in the Health Field.

The fact of submitting a request to create a personal account does not imply its automatic acceptance.

General conditions of use of the CNSapp mobile application

The purpose of these General Conditions of Use (hereinafter "T & Cs") is to determine the rules for using the mobile application of the National Health Fund, called "CNSapp", in the context of accelerated reimbursement. For the purposes of these T & Cs, by accelerated reimbursement is meant the reimbursement made following receipt by the National Health Fund (hereinafter "CNS") of a digital bill of fees, paid immediately to the health care provider in accordance with legal, regulatory and contractual provisions and the statutes of the CNS.

Solution editor

The CNSapp mobile application is implemented and published by:

The National Health Fund (CNS)

125, route d'Esch

L-1471 Luxembourg

Phone. : +352 27 57 - 1

Email: cns@secu.lu

RCS: J21

Host

The data collected as part of the services offered by the CNS are hosted by the "Agence nationale des informations partagées" (hereinafter "Agency") and Digital Health Network S.à.r.l. (hereinafter "DHN"). The Agency provides the CNS with a highly secure electronic communication system to ensure exchange with the national electronic platform for exchanging and sharing health data (hereinafter the "platform eSanté"), in compliance with privacy and data protection legislation.

Agency contact details:

Address: 125, route d'Esch

L-1471 Luxembourg

Phone. : (+352) 2712 5018 1

DHN contact details:

Address: 29, rue de Vianden

L-2680 Luxembourg

Phone. : (+352) 621 353 195

RCS: B235036

Prior consent

Any use of the CNSapp application is subject to prior knowledge and express and unreserved acceptance by any CNSapp user of these T & Cs.

Object

These T & Cs are intended to govern the use of the CNSapp application and the services that are accessible from this application as well as to define the rights and obligations of users, on the one hand, and of the CNS, on the other hand.

The refusal by the user to accept these T & Cs will make it impossible to use the CNSapp application.

The user is an adult and capable natural person affiliated with the CNS, the “Caisse de maladie des fonctionnaires et employés publics” (hereinafter “CMFEP”), the “Caisse de maladie des fonctionnaires et employés communaux” (hereinafter “CMFEC”) or to “Entraide médicale de la société nationale des chemins de fer luxembourgeois” (hereinafter “EMCFL”), benefiting from health care in the Grand Duchy of Luxembourg provided by a health care provider subject to the amended agreement of 13 December 1993 between the “Association des médecins et médecins-dentistes” (hereinafter “health care provider”), which uses the CNSapp on its mobile terminal.

Consequently, these T & Cs are applicable and fully enforceable against the user upon activation of his personal CNSapp account. By using and accessing the CNSapp, the user is deemed to have read and accepted these T & Cs without reservation.

Presentation of the application and services

General

The CNSapp, accessible from a smartphone or tablet, is available to any adult and capable person.

The purpose of the CNSapp is to allow users to carry out administrative procedures related to the CNS, CMFEP, CMFEC or EMCFL via a mobile application connected to a highly secure electronic communication system to ensure the exchange with the eSanté and DHN platform, as well as to allow the CNS to consult the data and documents that the user agrees to share and, if necessary, to transmit them to the CMFEP, CMFEC or even to the EMCFL.

The application aims in particular to modernize, dematerialize, digital transformation and facilitate administrative procedures, reduce paper consumption and fight against fraud and abuse.

The application allows the user to:

- activate and access their personal account;
- retrieve and view data and documents available on his personal account;
- select the data and documents he wishes to share with the CNS;

The application allows the CNS to consult the data and documents that the user agrees to share.

Downloading and using the application are optional and free of charge (with the exception of any costs invoiced by the provider of access to mobile equipment) and have no impact on the reimbursement conditions and the level coverage of the user by health and maternity insurance. It is also not a prerequisite for access to care from a health care provider. Non-use of the application does not result in any modification, loss or degradation of the provision of health care carried out under the sole responsibility of the health care providers.

The user's consent to compliance with these T & Cs is materialized by a dedicated box to be checked. This will also be the case for the materialization of his consent during each subsequent modification of these T & Cs.

Data and documents that may be digitally transferred via the CNSapp application will always be accessible from the healthcare provider and may be transmitted to the user in paper format.

Access to the service

Terms of access to the service

Users of this service can access it through a specific application, called "CNSapp", which can be downloaded from the "Apple App Store" and "Google Play Store" platforms.

Identification and authentication

To access and use the application, the user must have a mobile device compatible with the application, namely:

- either a mobile phone with a camera and the system operating iOS 10.0 or Android® 7.0 or later;
- either a tablet with a camera and the operating system iOS 10.0 or Android® 7.0 or any later version;
- a customer account on one of the two platforms "Apple App Store" or "Google Play Store".

The acquisition, use and configuration of the compatible mobile terminal are the sole responsibility of the user, to the total exclusion of that of the CNS.

Use of the CNSapp application requires a connection of the mobile terminal to the Internet. The mobile terminal must therefore be able to be connected to the Internet.

Access to the CNSapp application requires a personal account opened by the Agency. Connection to the CNSapp application is made through the user's personal Agency account, linked to the personal DHN account. The general conditions of use relating to these personal accounts are defined by the Agency, respectively DHN.

The CNS does not guarantee the regular transfer of data and documents through the CNSapp application if the Agency removes or suspends the user's access to his personal Agency account.

If the user already has a personal Agency account, a check is performed from the CNSapp application to ensure that the user is the owner of this personal account. If the user does not yet have a personal Agency account, he can activate it from the CNSapp application, under the terms and conditions of the Agency.

Password management

The user secures access to the CNSapp application by entering a password for his personal Agency account, which is required when opening the application. The session for using the app ends one (1) minute after going into the background or after one (1) minute of not using the app, and the password is required again.

The username and password allowing access to the CNSapp application are personal and confidential and must be kept secret by the user. The user is solely responsible for respecting the strictly confidential nature of the username and password associated with his personal CNSapp account as well as the actions that are carried out on the basis of these username and password.

No recovery is possible if you forget to the CNS since the latter does not collect or manage any personal data on users.

If their password is lost, the user can reset it via a "Forgotten password" link accessible from the login screen. This link will automatically redirect him to the login page of the Agency's portal eSanté.

The password cannot be changed via the CNSapp.

Closing the application

The user can decide to remove his access to the CNSapp by exercising his rights relating to personal data. In this case, he sends the CNS a request for deletion of his data by accessing the "Management of my personal data" section. This deletion results in the deletion of all data and documents contained in the CNSapp application.

Application availability

The CNS provides the best possible security as well as the availability of access, consultation and use of data, documents and services accessible from the CNSapp application.

The CNSapp application is in principle accessible 24 hours a day, 7 days a week, except in the event of force majeure or the occurrence of an event beyond the control of the CNS and subject to the following interventions:

- maintenance operations;
- updates ;
- technical improvements or to improve the content and / or presentation;
- any other reason deemed necessary.

These interventions can be carried out at any time, without the user having been previously notified.

The CNS cannot be held responsible for the consequences related to unavailability or malfunction of the application which do not give entitlement to compensation.

The regular functioning of the CNSapp application also depends on the availability of other services, servers and applications, whatever their name, necessary for the transmission of data and documents, the unavailability of which does not entail any responsibility for the CNS.

Intellectual property of the CNSapp application

The CNS is the exclusive owner of all intellectual property rights relating to both the structure and the content of the application, unless expressly stated otherwise and to the exclusion of users' personal data.

These T & Cs do not entail the transfer of any intellectual property rights for the benefit of the user, either on the structure or on the content of the application and its services.

The user expressly agrees that the use of the application will in no way infringe the rights of the CNS.

All texts, graphics, icons, photographs, illustrations and more generally, all the elements making up the application may not be the subject of any representation, reproduction, exploitation or extraction, in whole or in part, on any support whatsoever, without the express prior written authorization of the CNS.

Limitation of Liability

The CNS cannot be held liable in the event of access interruption or inability to access the CNSapp application for any reason whatsoever.

No liability for any direct or indirect damage in connection with changes, modifications, suspension or deletion of the CNSapp application can be held against the CNS.

The CNS declines all responsibility in the event of improper use of the mobile terminal by the user or a third party, as well as in the event of an incident related to the use of the mobile terminal while using the CNSapp application.

The CNS cannot under any circumstances be held liable for any damage of any kind whatsoever caused to the user, to his mobile terminal, to his computer or telephone equipment or to the data stored therein, nor consequences that may result from this on the user's personal, professional or commercial activity.

The user declares to know and accept the risks, limits and problems of the Internet network and the operating systems of the CNSapp application and for which the CNS cannot be held liable, and in particular acknowledges that:

- his use of the CNSapp application is done at his own risk;
- the CNSapp application is accessible to him in its latest available version and according to its availability;
- the protection of his own data stored on his mobile terminal is his responsibility and it is his responsibility to take all appropriate measures to protect them against any attack (malfunction, virus, hacking, etc.);
- the technical performance of mobile Internet requires processing time necessary to respond, consult, query or transfer information.

The user agrees not to use the CNSapp application for fraudulent activities.

The user acknowledges being solely responsible for any breach of his obligations as established in these T & Cs, as well as for its consequences.

The CNS assumes no responsibility for the content and availability of digital data and documents by healthcare providers.

Personal data

The information stored in the user's medium (mobile terminal) is exclusively the data that the user has voluntarily recorded when using the service in accordance with these T & Cs.

When the user has chosen to share this information, and therefore the documents and their content (eg: honorary memorandum) with the CNSapp, they are stored with:

- from the Agency in a dedicated environment allowing their communication to the CNS and public funds where applicable;
- the CNS and the Social Security IT Center (in its capacity as IT and telecommunications partner of the CNS) for the processing of this data;
- DHN respectively for the personal account creation data and not for the documents and their content.

As the information is not collected by the CNS, the user has direct access to all of their data and can choose the data which they authorize consultation by the CNS.

When using the application, information on the user's navigation may be recorded or read in his mobile device.

The CNSapp exclusively uses cookies relating to the user's navigation in the application. Cookies correspond to small files temporarily placed on the hard drive of the user's mobile terminal. These cookies are necessary to facilitate the accessibility and usability of the application. These files do not contain personal information and cannot be used to identify a person. By using the application, the user accepts cookies. Their deletion can be done via the CNSapp settings.

Protection of data communicated by the user

Personal data processed

The operation of the CNSapp application induces the collection and processing of personal data which may be the following:

- As part of CNSapp membership
 - registration number
 - last name and first name
 - phone number
 - elements of the identity document used
- In connection with the use of CNSapp
 - elements of identification of one or more health care providers;
 - elements contained in the documents drawn up by the user or his healthcare providers, including, where applicable, health data, genetic data, data relating to sex life or other sensitive data.

Purpose of the processing of personal data

The personal data collected is necessary for the operation of the CNSapp application.

If the user refuses to consent to the processing of their personal data, access to the user's personal account from the CNSapp application is not authorized.

Lawfulness of personal data processing

As this is an optional service offered to persons affiliated with the CNS, CMFEP, CMFEC or EMFCL by the CNS, the processing envisaged is carried out with the obtaining of the consent of the person concerned.

Retention period of personal data

Personal data, other than those allowing the use of the application, are not stored by the CNSapp application. However, temporary storage for the sole purpose of the proper functioning of the application (eg display of data that the user wishes to consult) is possible on the user's mobile terminal exclusively.

Protection of personal data

The CNS uses various technical and organizational measures to protect users' personal data against unauthorized access, use, disclosure, modification or destruction, in accordance with applicable data protection legislation.

Access to the personal account on the application is only possible after completing a two-factor authentication process (strong authentication).

All data that is sent or received from or to the CNSapp application is encrypted according to the requirements of the HTTPS protocol. All data that is sent or received from or to the CNSapp application passes through or is stored on servers controlled and protected by the Agency.

Communication of personal data to third parties

None of the personal data is transmitted by the CNS free of charge or against payment without the prior consent of the user.

It is further specified that the application makes it possible to generate a digital document which can be stored, at the user's express request, outside the application. The user can then send such a document to any third party of his choice.

Responsibilities regarding the processing of personal data

Each healthcare provider is responsible for processing personal data relating to users to whom they have provided healthcare.

The Agency is responsible for processing personal data relating to users collected and hosted on the eSanté platform.

The CNS is responsible for processing personal data relating to users which are processed via the CNSapp application.

In general, the user acknowledges that the use he makes of the information and functionalities of the application is under his sole control, direction and responsibility. He implements, under his responsibility, all the security measures necessary for the purposes of protecting access to his account and ensures access by unauthorized third parties to his personal account.

The CNS declines all responsibility for errors or omissions in the content of the data and documents transferred, nor for the consequences resulting therefrom.

User rights regarding their personal data

In accordance with the legislation in force, the user has the following rights:

- a right of access to their data;
- a right of rectification;
- a right to erasure (right to be forgotten);
- a right to request a limitation of the processing of his personal data;

- a right of opposition with regard to the processing of his personal data;
- a right to portability;
- a right to lodge a complaint with the National Commission for Data Protection.

The user can exercise their rights, as the case may be:

- to the CNS Data Protection Officer (DPO), by e-mail to the following e-mail address: dataprotection.cns@secu.lu
- to the health care provider who provided him with a health care service
- to the National Commission for Data Protection, by post to:

National Commission for Data Protection
15, boulevard du Jazz
L-4370 Belvaux
or by phone at: +352 26 10 60 -1

or from the website of the National Data Protection Commission accessible at the address:

<https://cnpd.public.lu/fr.html> (the page concerning the lodging of a complaint is accessible at the address: <https://cnpd.public.lu/fr/particuliers/faire-valoir/formulaire-plainte.html>).

The user can, at any time, withdraw his consent and oppose the processing of his personal data by requesting the deletion or suspension of access to his personal account from the CNSapp application.

User responsibility

The data entered in the application constitutes personal data. The user is solely responsible for the use of the application and the content provided and exported by him in accordance with his use, in compliance with the laws, regulations, conventions and statutes of the CNS in force and these T & Cs.

The user is solely responsible for the use of third party applications through the CNSapp application.

Modification of the general conditions of use

In the event of modification of the provisions of these T & Cs, in order to adapt them to technical, legal, regulatory, contractual or statutory developments of the CNS or when new services are set up, the CNS will inform the user by means of a notification displayed in the application and will request express acceptance of this modification by the user.

Any refusal to accept the new version of the T & Cs will make it impossible for the user to continue using the CNSapp application.

The modified versions will come into force on the day of their publication on the site www.cns.lu, unless otherwise specified.

Applicable law and attribution of jurisdiction

These T & Cs are subject to Luxembourg law.

Any dispute or dispute relating to the execution or interpretation of these T & Cs which cannot be settled amicably between the parties will be submitted to the courts of the Grand Duchy of Luxembourg.