

TERMS OF USE

These Terms of Use set out the terms and conditions for accessing and using the MonacoSanté Portal.

They are applicable to anyone accessing the MonacoSanté Portal. By using the MonacoSanté Portal, you are accepting these Terms of Use. You will be required to confirm your acceptance of these Terms of Use when registering on the Portal.

The legal notices, Terms of Use, cookie management policy, and personal data protection policy together form an indivisible whole and solely the French language versions of those documents are legally binding.

You confirm that you have read and understood these Terms of Use in full before using any of the services offered by the MonacoSanté Portal, and undertake to comply with them.

The Government reserves the right to amend these Terms of Use at any time. These Terms of Use will take effect on the date of their publication and supersede any other versions.

You will be notified by email of any changes (noreply_monacosante@gouv.mc).

1. DEFINITIONS

The following words and phrases appearing in these Terms of Use, beginning with a capital letter and whether in the singular or plural, have the meanings given below:

- “Client Administrator”: the State, represented by the Ministry of State / Digital Services Department (“DSN”). The Client Administrator is responsible for creating User accounts and managing User support tickets, in coordination with the Publisher of the MonacoSanté Portal.
- “Government”: the State, represented by the Ministry of Health and Social Affairs of the Principality of Monaco (“DASS”) / Department of Health Affairs (“DASA”). The Department of Health Affairs is specifically responsible for managing the news service and updating emergency contact numbers.
- “Support Person”: a non-professional individual who primarily intervenes, whether partially or wholly, to help a dependent person within their close circle to use the MonacoSanté Portal.
- “Successor”: a person classed as an heir for the purpose of successions or gifts.
- “Terms of Use” or “ToU”: this document, setting out the terms of use for the Services.
- “Personal Data” or “Personal Information”: any information relating to an identified or identifiable individual (“data subject”), i.e. an individual 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 the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.
- “MonacoSanté Portal Publisher”: Maincare, an accredited health data host (specifically holding Monegasque “HDS” certification). This company operates the MonacoSanté Portal and manages User support tickets.

- “Login Credentials”: the credentials you use to access Services on the MonacoSanté Portal. This includes your email address and password, or your MConnect account.
- “MConnect”: the technical sign-in solution provided by the Digital Services Department (DSN), which allows you to verify your identity and gain secure access to services provided by service providers. More information about MConnect can be found at mconnect.gouv.mc
- “Parties”: in the singular, refers either to the Government or to a User of the MonacoSanté Portal; in the plural, refers collectively to both the Government and Users of the MonacoSanté Portal.
- “Patient”: a User who makes an appointment via the MonacoSanté Portal and gains access to the range of Services available.
- “MonacoSanté Portal”: the website at <https://www.monacosante.mc/>, and the mobile app.
- “Healthcare Professional”: any healthcare professional in the Principality of Monaco who is listed in the directory or has signed up to all or part of the Services offered via the MonacoSanté Portal.
- “Services”: services provided via the MonacoSanté Portal giving you access to:
 - the online directory (via the MonacoSanté Portal), allowing you to search for and identify Healthcare Professionals practising independently or at a healthcare institution;
 - the online calendar (via the MonacoSanté Portal), allowing you to schedule and keep track of appointments made with your chosen Healthcare Professional via the MonacoSanté Portal;
 - emergency contact numbers (doctor, pharmacy, osteopath, fire service, police)
 - online consultations, allowing you to consult your chosen Healthcare Professional remotely;
 - the secure healthcare messaging service, allowing the Healthcare Professional to send secure documents or emails to you or to other medical practitioners;
 - health news (via the MonacoSanté Portal only), allowing you (whether a Patient or a Healthcare Professional) to view, like, and share articles and videos appearing on the MonacoSanté Portal and relating to health in the Principality of Monaco.
 - mobile app, allowing you to access the MonacoSanté Portal.
- “Website”: the website at <https://www.monacosante.mc/>
- “User” (hereinafter also referred to as “you”): any Patient or Healthcare Professional who uses the MonacoSanté Portal and accesses the Services. By creating a MonacoSanté account, you are automatically classed as a User.

2. LEGAL CAPACITY

You confirm that you have legal capacity to enter into these Terms of Use.

You may use the Services on behalf of minors or third parties of whom you are the legal parent or guardian under Monegasque law.

3. PURPOSE OF THE MONACOSANTE PORTAL

The MonacoSanté Portal allows you to access a range of Services via an online platform and a mobile app for Patients <https://www.monacosante.mc/>

Different categories of Users may have access to different Services.

The complete list of Services currently available is as follows:

- Main MonacoSanté Portal service including User sign-in and notifications
- News
- Emergency contact numbers
- Online directory
- Appointment scheduling service for Patients
- Appointment management service
- Calendar service for Healthcare Professionals
- Online consultations service
- Secure health messaging service
- Mobile app

4. ACCESSING THE MONACOSANTE PORTAL

Access to the MonacoSanté Portal Services requires an active internet connection and compatible devices or hardware capable of browsing the internet. You are solely responsible for providing and covering any costs associated with this connection and these devices or equipment.

The Government accepts no liability in the event that the Services fail to function correctly as a result of issues affecting your hardware, software, or internet connectivity.

The Services are freely available via a secure URL: <https://www.monacosante.mc/>

There are two ways to sign in:

- Using your username and password:

For Patients only: the first time you use the Services, you will be invited to create an account by completing the online form on the MonacoSanté Portal with the following information: first name, last name, usual name (optional), sex, date of birth, email address, mobile phone number, and password. The password chosen must satisfy all of the minimum security requirements.

For Healthcare Professionals: your account will be created by activating a one-time password.

Healthcare Professional accounts are created by the Client Administrator of the MonacoSanté Portal.

Your password is strictly personal and confidential and must never be shared or stored in plain text format. For enhanced security, your password should be at least 12 characters long and include upper and lower case letters, numbers, and special characters ((/, \$, etc.). It must not contain any part of your username, first name, or last name. You must change your password every 90 days.

If someone uses your username and password or signs into your account without your permission, you must inform the Client Administrator immediately by sending an email to esante@gouv.mc.

You undertake to enter the above information at your own liability, under your own control and direction, to provide complete, accurate and up-to-date information, and to refrain from using another person's identity.

You will then be automatically signed into your account and can begin using the Services.

- Via MConnect

The first time you use the Services, you will be invited to create an account by identifying yourself using your card or the MConnect app and confirming your identity.

Service availability:

The Government makes every effort to ensure the Services are available 24 hours a day, seven days a week. Services may be suspended at certain times, including for maintenance.

You acknowledge and accept that computer and telecommunication systems are not error-free, and that occasional interruptions to the Services may occur.

Access to the Services may be interrupted temporarily and without notice as a result of technical issues affecting the system or network, maintenance, repairs, changes to operating procedures, and for any other reasons within or beyond the Government's control.

In the event that access to the Services is interrupted or unavailable, you may send an email to the Client Administrator requesting more information: esante@gouv.mc.

Rules for using the portal:

The Services must not be used in an abusive or malicious way.

Generally speaking, you undertake to use the Services:

- in compliance with the laws, regulations and rights of third parties, in particular the Government's intellectual property rights, as set out in Article 5 below;
- fairly and in accordance with their intended purpose;
- at your own risk.

The Government makes every effort to ensure the MonacoSanté Portal is appropriately secure with regard to the risks involved and the nature of the data processed via this site. The MonacoSanté Portal Publisher hosting the Services is an accredited health data host.

You may not fraudulently access or remain in any part of the MonacoSanté Portal, delete or change data on the MonacoSanté Portal, place fraudulent data on the MonacoSanté Portal, or otherwise alter the MonacoSanté Portal or interfere with its proper operation.

You undertake to access and use the MonacoSanté Portal via a secure connection or network. You undertake to take all appropriate measures to protect your data and equipment from becoming infected with viruses or other types of attack. You are responsible for the security of your data and network, which you use at your own risk.

You are aware of the risks associated with using the internet, such as potential hacking, and accept the corresponding limitations and risks.

If you wish to inform the Government about a mistake or correction, please send an email to the following address: monacosante-dasa@gouv.mc

ONLINE CONSULTATIONS AND PAYMENTS

You can pay for online consultations via the MonacoSanté Portal using Monext, by MASTERCARD or VISA debit or credit card. Payments are denominated in euros only.

Full secure management of online payment is handled by the Payment Service Provider Monext, whose website is at www.monetico-paiement.fr.

Details of Monext's personal data policy can be found at: <https://www.monext.com/en-gb/legal/politique-donnees-personnelles>.

Details of Monext's cookie management policy can be found at: <https://www.monext.com/en-gb/legal/politiques-de-gestion-des-cookies>.

5. INTELLECTUAL PROPERTY

All elements of the MonacoSanté Portal are and remain the exclusive intellectual property of the Client Administrator.

6.1 Copyright

Copyright to the MonacoSanté Portal is the exclusive property of the Client Administrator or the MonacoSanté Portal Publisher. This includes, but is not limited to, texts, comments, titles, names, photographs, sounds, images, data, designs, animated sequences with audio, video, functions and features, and graphic charters. All of these elements are protected by applicable Monaco copyright law.

With the exception of official non-copyrighted documents, any use, representation, transformation, reproduction, adaptation or dissemination, in whole or in part, of any element or content from the MonacoSanté Portal on any medium or using any process is strictly prohibited and constitutes a criminal offence that will be prosecuted by the Monaco courts, unless express permission is obtained from the Client Administrator or the MonacoSanté Portal Publisher.

You must therefore refrain from any action intended to appropriate or attempt to appropriate unduly any information or file content, including for the purpose of creating a documentary database or reconstituting all or part of the original files comprising the MonacoSanté Portal.

6.2 Trademarks

Trademarks or logos owned by the Government and appearing on the MonacoSanté Portal are protected. Any reproduction of these trademarks and/or logos, in whole or in part, without the permission of the Government, constitutes a criminal offence that will be prosecuted by the Monaco courts.

a. TRANSFERRING YOUR CALENDAR TO THE PORTAL

Healthcare Professionals who wish to transfer their professional calendars maintained in paper or electronic formats to the MonacoSanté Portal acknowledge and accept that their patient file may be processed by both the Client Administrator and the MonacoSanté Portal Publisher.

The patient file (including patient data and records of past and upcoming appointments) originating from a third party will be imported into the MonacoSanté Portal and subsequently deleted by both the MonacoSanté Portal Publisher and the healthcare professional responsible for processing the data within eight (8) days of receipt by the Publisher.

It is the sole responsibility of the third party providing the patient file to delete all patient data and appointment records (past and future) remaining in their possession.

Accordingly, the Healthcare Professional expressly authorises the MonacoSanté Portal Publisher to notify their patients that their records have been transferred to the MonacoSanté calendar platform.

The Client Administrator encourages Healthcare Professionals to archive the original version of their calendar and patient file on a durable storage medium. Healthcare Professionals are also encouraged to update all of their archived calendars regularly. Appointments may still be made by phone.

Healthcare Professionals who wish to change the administrative status of their practice while remaining on the MonacoSanté Portal will receive support from the Government to retrieve their patients' data.

b. LIABILITY

The Client Administrator provides no guarantees regarding the operation or content of the MonacoSanté Portal.

While the Government makes every effort to ensure that the information published on the MonacoSanté Portal is accurate and up to date, it does not guarantee the accuracy, completeness, or timeliness of such information. The Client Administrator does not guarantee the continuity, accessibility, or availability of the MonacoSanté Portal or its related Services.

You acknowledge and agree that the Client Administrator may not be held liable for any consequences related to the MonacoSanté Portal or the Services, including but not limited to unauthorised access, data alteration or misuse, or any unlawful or harmful use of the network by a third party that may impact you or any third party.

Users of the MonacoSanté Portal are required to comply with these Terms of Use, and must refrain from using or attempting to use the MonacoSanté Portal and its features for any purpose other than those provided for herein.

c. PERSONAL DATA PROTECTION

In accordance with applicable personal data protection regulations, information collected via the MonacoSanté Portal is processed by the Government acting as the data controller.

Personal Data is processed for the purposes of "*Operating the Principality of Monaco's MonacoSanté Portal*". This includes the following specific purposes (or processing functionalities):

- Managing User accounts and scheduling appointments online;
- Managing an online directory of Healthcare Professionals in Monaco;
- Managing online consultations;
- Managing the secure health messaging service;
- Managing a health news service providing information about health issues in the Principality;
- Managing permissions;
- Managing emergency contact numbers;
- Managing the online calendar;
- Managing the mobile app;
- Generating anonymous audience measurement statistics for the MonacoSanté Portal. These statistics measure the number of visits to Portal web pages. The Healthcare Professional's name and medical speciality may be visible in the web page's URL. The reasons for which Healthcare Professionals are consulted may also be visible in the statistics, but no information will be displayed that could be used to identify Patients. Statistical data is hosted in the Principality of Monaco by the Prince's Government and is accessible only to members of the Client Administrator's personnel with proper authorisation;
- Using an online payment service (Monext) to pay for online consultations;
- Using an SMS and email messaging service (SMSMode)

The Client Administrator processes Personal Data as part of its remit. The legal bases for processing are:

- your consent;
- a contract between the Client Administrator and you as understood by these Terms of Use;
- the public interest: providing you with information about health in the Principality of Monaco;

To provide these functionalities, the following categories of Personal Data are used:

- For Patients: identity, FaceID for the mobile app, medical records, address and contact details, bank details, login credentials (username and password), connection log, cookies (if turned on);
- For Users signing in via MConnect: usual name (autocompleted with the "digital identity" name which cannot be changed), birth name, first names (cannot be changed), date of birth, place of birth, sex;
- For Healthcare Professionals: identity, address and contact details, bank details, qualifications and career history, login credentials (username and password), connection log; patient file if transferring calendar;
- For authorised personnel of the Government and Client Administrator: identity, login credentials (username and password), technical data (logs).

Information is kept only as long as necessary for the purposes described above. Specifically:

- User accounts: after three years of inactivity, data is archived for a further five years before being deleted;
- Directory service: data on Healthcare Professionals is retained for as long as the professional consents to the publication of detailed information about them or holds a valid license to practice in the Principality;
- Logs: retention period is a maximum of 12 months;
- SMS and email notifications: retention period is a maximum of 12 months.

The personal data processed originates from the data subject themselves, a successor, or a support person. Where personal data is provided by someone other than the data subject, the person providing the data undertakes to provide information in accordance with the rights of the data subject. This includes informing the data subject that their personal information will be sent to the MonacoSanté Portal and obtaining their consent where required, in compliance with applicable regulations.

Information about Healthcare Professionals appearing in the directory is partly obtained from licence-to-practise authorisations published in Monaco's official gazette. Healthcare Professionals wishing to use the calendar and/or online appointment scheduling features must provide the Client Administrator with additional information by completing the form provided.

Healthcare Professionals also supply additional information themselves when they request a MonacoSanté account from the Client Administrator.

Your Personal Data will never be shared for commercial or advertising purposes.

Personal Data collected via the MonacoSanté Portal may be shared with:

- Authorised Monegasque Government personnel (with the Government and Client Administrator), but only where strictly necessary for the News service or for accessing User support tickets. These personnel have no administrator rights over other Portal services and are unable to access Healthcare Professionals' calendars or patient accounts:
 - There is no access to medical records or correspondence between Healthcare Professionals and Patients when scheduling appointments online via the MonacoSanté Portal.
- Healthcare Professionals and Healthcare Institutions with whom Patients wish to schedule appointments:
 - Information about the appointment will only be shared with the Patient's chosen Healthcare Professional;
 - Medical records and other health information entered by Healthcare Professionals in their calendars will only be shared with specifically authorised practice staff (locum, partner, assistant, secretary). The Healthcare Professional is responsible for designating which members of their practice staff have access to information.
- The MonacoSanté Portal Publisher, for IT outsourcing, system maintenance, managing support tickets submitted by Users, and hosting the data processed on the MonacoSanté Portal (by an accredited health data host with Monegasque "HDS" certification), in accordance with applicable regulations.

The information collected is used internally by the MonacoSanté Portal. Information about appointments will only be shared with the Patient or User's chosen Healthcare Professionals.

In addition, data provided by Healthcare Professionals using the information form (excluding medical records) is shared with authorised personnel from the Government, the Client Administrator, and the MonacoSanté Portal Publisher.

In accordance with applicable laws in the Principality of Monaco, Healthcare Professionals and Patients have the right to access and object to the processing of their personal data. They may also request that any inaccurate, incomplete, ambiguous, outdated, or unlawfully collected, recorded, disclosed, or stored data be rectified, supplemented, clarified, updated, or erased.

To exercise these rights or if you have any questions about how your Personal Data is processed in connection with the MonacoSanté Portal, you can submit a written request, including proof of your identity:

- To the following email address: monacosante-dasa@gouv.mc;
- Or by post to Direction de l'Action Sanitaire, 48 boulevard d'Italie, MC 98000 MONACO, stating the subject of your request, your full name, email address, and date of birth.

To ensure that the response remains confidential and that we are replying only to the data subject concerned, you may be asked to provide proof of your identity in black and white.

You can also access the information you have entered in your user account.

If you are a Patient, to exercise your right to access your medical records or any other information provided to the Healthcare Professional, you must contact the Healthcare Professional concerned directly.

If, after exercising your rights and having contacted the Client Administrator and/or Healthcare Professional (and allowed the legally mandated time for them to respond), you believe your rights have been infringed, you can file a complaint with Monaco's data protection authority, the ADPD: <https://apdp.mc/>

When transferring Healthcare Professionals' calendars to the MonacoSanté Portal, the Client Administrator is acting as a data processor for the Health Professionals concerned (see Clause 6 – Transferring your Calendar to the Portal).

When managing the calendars of Healthcare Professionals, the Client Administrator undertakes to:

- process Personal Data obtained from the Healthcare Professional's patients only at the request and on the instructions of the Healthcare Professional;
- ensure that Personal Data is processed only by individuals with the proper authorisation;
- ensure that Personal Data processed during the transfer procedure is kept strictly confidential;
- implement appropriate technical and organisational measures to ensure a level of security commensurate with the risks associated with processing;
- delete, within eight (8) days of receipt, all Personal Data received while transferring Healthcare Professionals' calendars to the MonacoSanté Portal;

Where the Client Administrator transfers Healthcare Professionals' calendars to the MonacoSanté Portal, the MonacoSanté Portal Publisher acts as a sub-processor of the Client Administrator, under the terms of a written agreement. In any event, the MonacoSanté Portal Publisher is bound by the same data protection obligations as the Client Administrator, along with any other applicable personal data protection provisions, including EU Regulation 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 (transposed into Monaco law by Act No. 1,565 of 3 December 2024 on the protection of personal data).

d. HYPERLINKS

Hyperlinks leading to the MonacoSanté Portal or hyperlinks to third-party websites from the MonacoSanté Portal may be created solely with Government approval. The Government reserves the right to request removal of any links that fail to meet this requirement.

The MonacoSanté Portal may contain hyperlinks to third-party websites. The Government does not control these third-party websites and may under no circumstances be held liable in any way for the content published on them.

The Government is not liable for any damage or loss resulting from or connected with the use of third-party websites. Users of the MonacoSanté Portal use third-party websites at their own exclusive risk and liability. The Government accepts no liability whatsoever.

If a link directs you to illegal content prohibited by applicable legislation, you should immediately leave the website concerned. Failure to do so may result in prosecution and penalties provided for by applicable Monegasque legislation. You should also report any links leading to an illegal website immediately to the Government and the competent authorities.

In the event that a link on the MonacoSanté Portal is broken, you are invited to report it the Client Administrator by email at: esante@gouv.mc

e. JURISDICTION AND APPLICABLE LAW

In the event of a dispute as to the interpretation, formation, validity, or performance of these Terms of Use or the use of the Website, only Monegasque laws and regulations shall apply.

If no amicable resolution can be reached, any dispute as to the interpretation, formation, validity, or performance of the Terms of Use shall be subject to the exclusive jurisdiction of the competent courts of the Principality of Monaco.