

NOVEMBER 2026

PRIVACY POLICY

Privacy Policy

Protection of personal and medical data — version 2, in force from 2 November 2026.

Health data | Minors | Retention | Security

BOKONO RDC
Your health, our priority

ESPAGNORA SARLU
A project led by Espagnora
Version 1.2 (test version) — November 2026

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§ Introduction

Version 2 — in force from 2 November 2026
Publisher: ESPAGNORA SARLU, which leads the BOKONO RDC project
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This policy explains how BOKONO RDC protects personal and medical data. It reproduces chapters 9 to 12 of the Terms of Use (admin.bokono-rdc.net/conditions) and keeps their article numbers. It replaces version 1. The French version prevails in case of difference.

9 Minors and legal representatives

Article 39 — Registering a minor

A minor is registered by a parent or legal representative, from that person's account (My children). The representative's identity and status are checked by a person, with only the documents strictly needed. In case of serious doubt or conflict between representatives, non-urgent acts are suspended and reviewed.

Article 40 — Separate permissions

Permission to use Bokono for the child does not cover everything: data sharing, teleconsultation, transcription and medical decisions remain separate decisions, each with its own information and proof.

Article 41 — The child's view and transcription

The child receives, in suitable language, an explanation of what will happen, and their view is sought according to their age and maturity. For a teleconsultation transcript, the representative confirms having informed the child and the professional records the child's view: if the child does not agree, no transcript is created.

Article 42 — Enhanced protection

Shares concerning a minor are limited to 30 days at most, the other known representative is informed, and a minor's data is never used in similar-case searches.

Article 43 — Emergency

The digital procedure never delays urgent care. Professionals apply the relevant legal and clinical rules and document the circumstances.

Article 44 — Coming of age

At 18, representation ends, shares decided by the representative are revoked and the representative is informed. The adult asks to take over their record, and this is validated by an authorised person so that no third party takes control of the record.

10 Protection of personal and medical data

Article 45 — Data controller

ESPAGNORA SARLU is responsible for the processing of data by Bokono. Any question or request can be sent to contact@bokono-rdc.net or from the app (Profile → Privacy and permissions → My requests).

Article 46 — Data processed

Depending on the service used: identity and contact details; account and sign-in information; verification documents; appointments; messages; health data (record, prescriptions, results, readings, reports, transcripts); payments and receipts; position when allowed for a specific feature; consents and permissions; technical and security logs.

Article 47 — Purposes

Data is used to provide the services requested, coordinate care, verify accounts, secure the platform, prevent fraud, ensure traceability, manage subscriptions and payments, handle requests and complaints, and comply with applicable obligations. A new purpose requires prior assessment and, where needed, separate information or consent.

Article 48 — Minimisation and legal bases

Only the data needed for a defined purpose is collected. Each processing operation relies on an identified basis: consent, care relationship, keeping the medical record, vital interest in an emergency, contract, security and traceability, or legal obligation.

Article 49 — Consent

Consent is free, informed, specific and given by a positive action. Accepting these terms is not overall consent to all processing or medical acts. The user may refuse an optional feature without losing access to features that do not depend on it. Each consent is recorded with the person, its purpose, the date, time and text version; it cannot be backdated or rewritten.

Article 50 — The patient decides what is shared

The patient chooses exactly what they share, with which professional or organisation, and for how long (30 days by default for a shared item). They can withdraw a share or a professional's access at any time, and see the history of who viewed what and when. Transmissions to a pharmacy, laboratory, ambulance or insurer are limited to the information needed for the requested action.

Article 51 — Who can access medical data

Access to a record requires being a verified professional, a member of the patient's care team and authorised. No employer has access to medical data. No administration role opens access to medical content; exceptional access requires dual approval and is traced. Support staff never view medical content. Information about two patients is never mixed.

Article 52 — Exceptions

Sharing without specific permission only happens when a legal basis allows or requires it, for example in a life-threatening emergency. The reason is documented and the patient can see the circumstances.

Article 53 — What cannot be withdrawn

Some processing does not depend on consent and therefore cannot be withdrawn: keeping the medical record, responding to a life-threatening emergency, security and traceability, and payment-related obligations. The app explains this in Privacy and permissions.

Article 54 — Individual rights

From Profile → Privacy and permissions → My requests, the user can request a copy of their data, its correction, withdrawal of consent, objection to processing or deletion. Each request receives a written answer; a refusal states its basis. Some data must be kept for medical, evidential, accounting or legal reasons.

Article 55 — Technical providers

Bokono relies on technical providers bound by security and confidentiality obligations and limited to what their task requires: hosting of the database, authentication and files (Supabase), application server (Render), administration console and public pages (Cloudflare), notifications (Firebase Cloud Messaging), audio and video calls (LiveKit), artificial intelligence assistance on de-identified data (Anthropic), speech-to-text transcription, and mobile money payment. These providers may host data outside the Democratic Republic of the Congo. The up-to-date list is available on request.

Article 56 — Notifications

By default, notifications do not show message content; a preview appears only if the user has turned it on.

11 Retention, archiving and deletion

Article 57 — Principle

Each category of data has a retention period or documented criterion, a justification, an owner and a deletion or archiving method.

Article 58 — Medical record, transcripts and reports

Teleconsultation transcripts and reports are kept with no time limit, for continuity of care and to protect the patient's rights, unless the law provides otherwise; this rule is shown before each call. The medical record, prescriptions, results and proofs of consent are kept as long as continuity of care and professional and legal obligations require. All are protected against undue access and alteration.

Article 59 — Other data

Other data (account, verification documents, messages, payments, logs) is kept as long as needed for its purpose and applicable obligations, then deleted or made anonymous in a verifiable way, including in copies and backups when they expire.

Article 60 — Retention hold

In case of dispute, investigation, incident or legal obligation, deletion may be suspended for the necessary scope. The reason, who decided and the review date are recorded.

Article 61 — Backups and archives

Backups are protected against unauthorised access and alteration; restoring them is tested regularly. Archives remain accessible only to authorised persons and are never used for incompatible purposes.

12 Security, incidents and continuity

Article 62 — Security measures

All medical data is treated as particularly sensitive. Bokono applies: access rules enforced by the database on every sensitive table; authentication, single session and second factor; encrypted exchanges; tamper-proof access and audit logs that do not needlessly reproduce medical content; secrets kept out of the app's code; separate test and production environments; permission tests, reviews of privileged accounts and regular updates.

Article 63 — Reporting an incident

Any user can report a suspected incident (compromised account, lost phone, unusual access, mistaken disclosure) at contact@bokono-rdc.net, on +243 850 655 988 or from Profile → Help and support.

Article 64 — Incident response

Each incident is recorded, rated by severity (low, moderate, high or critical) and handled by a designated owner: session revocation, key renewal, account deactivation, isolating a service, correcting permissions. Evidence is preserved. A potential breach of medical data, of a patient's safety or of a privileged account is escalated immediately.

Article 65 — Informing those concerned

The persons concerned, partners and authorities are informed when the applicable law or the level of risk requires it, within the time limits set by law. Communications are accurate and disclose no additional data.

Article 66 — Continuity

Critical services, including emergencies, are identified and have fallback and recovery procedures. Patient safety comes before technical availability. Before any service is restored, system integrity is checked.

Article 82 — Contacts

ESPAGNORA SARLU — BOKONO RDC
3336, Avenue des Orangers, Nganda, Kintambo, Kinshasa, Democratic Republic of the Congo
Email: contact@bokono-rdc.net
Phone and emergency: +243 850 655 988
Terms of use: admin.bokono-rdc.net/conditions
Privacy policy: admin.bokono-rdc.net/confidentialite

Bokono RDC
Votre santé, notre priorité

Need help?

BOKONO SUPPORT
support@bokono-rdc.net

PHONE
+243 850 655 988

EMERGENCY (BOKONO NUMBER)
+243 850 655 988

DOWNLOAD THE APP
admin.bokono-rdc.net/telecharger

TERMS OF USE AND PRIVACY
admin.bokono-rdc.net/conditions
admin.bokono-rdc.net/confidentialite

PRESENTATION AND HEALTH REPORT
admin.bokono-rdc.net/presentation
admin.bokono-rdc.net/constat

MANUALS AND DOCUMENTS

admin.bokono-rdc.net/manuels
admin.bokono-rdc.net/documents

In an emergency, also use the red "Emergency" button in the app: it always works, with no subscription or payment.

BOKONO RDC is a project led by Espagnora, through the company ESPAGNORA SARLU (Kinshasa, Democratic Republic of the Congo).

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