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TERMS OF USE

Terms of Use

Version 2 — in force from 2 November 2026.

16 chapters | 82 articles | French and English

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
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This document brings together in a single text the rules that apply to BOKONO RDC: terms of use, data protection, consent, teleconsultation, prescriptions, emergencies, payments, minors, security, complaints and the publisher's commitments. It replaces version 1. The French version prevails in case of difference.

§ Preamble

Article 1 — Purpose

BOKONO RDC ("Bokono") is a digital health platform that connects and helps coordinate patients, health professionals, health facilities, pharmacies, laboratories and imaging centres, ambulance services, and insurers and mutual health organisations in the Democratic Republic of the Congo. These terms govern access to the application and its services.

Article 2 — Acceptance

By creating an account, the user declares having read these terms and accepts them by ticking the box provided. Each acceptance is recorded with the text version, date and time. When a new version is published, it is shown again and must be accepted to keep using the services.

Article 3 — What Bokono is not

Bokono does not replace a health professional's judgement, an in-person examination when one is needed, or public emergency and rescue services. Medical acts remain subject to the applicable professional rules and are the responsibility of the professionals who perform them.

1 Definitions and services

Article 4 — Definitions

- User: any person with a Bokono account.
- Patient: a user who uses Bokono for their own health or, as a parent or legal representative, for a child's health.

- Professional: a doctor, nurse, midwife or paramedic whose file has been verified.
- Organisation: a health facility (11 types: general hospital, specialised hospital, clinic, polyclinic, health centre, medical centre, medical practice, dental practice, maternity unit, specialised care centre, other health facility), pharmacy, laboratory or imaging centre, ambulance service, insurer or mutual.
- Health data: any information about a person's health (record, results, prescriptions, readings, reports, transcripts).

Article 5 — Services

Depending on the profile, Bokono allows in particular: keeping a medical record; finding verified professionals and booking appointments; audio or video teleconsultation; messaging and calls between registered users (Bokono Connect); electronic prescriptions and their dispensing by pharmacies; test requests and transmission of validated results; pregnancy, cycle and child follow-up; treatment and readings follow-up; the "Emergency" button and medical transport; health coverage (membership, eligibility checks, invoices); subscriptions and mobile money payments; activity reports for professionals and organisations.

Article 6 — Test version and availability

Bokono is a test version. Interruptions may occur for maintenance, security, network failure or a provider's failure. Screens and features may change. The user always keeps another way of reaching a professional or emergency services.

2 Registration, verification and accounts

Article 7 — Registration

Registration is free. The user provides accurate, up-to-date information and the documents required for their profile (official identity document, photograph, contact details). Mandatory fields are marked. Creating a fake profile, impersonating someone or providing false documents is forbidden.

Article 8 — Verification before activation

No account is operational before verification. For professionals, verification covers, depending on the profession, identity, diploma, registration with the professional council or licence to practise, specialty and place of practice. For organisations, it covers legal existence, the designated manager, licences and the legal documents attached to the form. Each file receives an explicit status (pending, verified, refused, suspended or to be renewed); the decision, its date and its author are recorded. Declared diplomas are never presented as verified until they have been. Verification reduces the risk of impersonation but does not, by itself, guarantee the quality of care.

Article 9 — Organisation accounts

An organisation registers directly as a legal entity. Its manager is named in the file, signs the application and may declare contact persons. Care is still delivered from the personal accounts of the caregivers attached to the organisation; the organisation account is used for management, coordination and reports.

Article 10 — One account, one person, one device

Credentials are personal and must never be shared. An account can only be signed in on one device at a time: a new sign-in closes the previous one, and the old device is notified. The user reports a lost phone or any suspicious use of their account without delay.

Article 11 — Two-factor authentication

Bokono offers a second authentication factor (an authenticator app showing 6-digit codes), to be enabled in Profile → Account security. It is mandatory for administration accounts and for sensitive actions by organisations and professionals, according to the rules shown in the app.

Article 12 — Roles and permissions

Each profile (patient, doctor, nurse, midwife, paramedic, facility, pharmacy, laboratory, ambulance service, insurer) has separate permissions, limited to what it needs. These rules are enforced by the server and the database, not merely by what the app displays. No administration role gives access to the content of medical records.

3 Rules of use

Article 13 — Lawful and respectful use

The user complies with the law, confidentiality, the rights of others and security rules, and uses Bokono only for the purposes of their profile.

Article 14 — Prohibited conduct

In particular, the following are forbidden: impersonation; fake diplomas, results or documents; forged prescriptions; tampering with payments; multiple accounts used to bypass controls; using someone else's account; viewing data without a legitimate need; unauthorised export of medical data; threats, harassment and exploitation of patients; any attempt at unauthorised access or at bypassing controls; using messages instead of emergency services in an emergency.

Article 15 — Fraud prevention

Bokono may apply proportionate controls: document checks, detection of unusual behaviour, transaction confirmation, temporary limits and review by a person. An automatic alert is never, by itself, proof of fraud. Measures taken are recorded and may be contested (chapter 13).

4 Partner professionals and organisations

Article 16 — Partner commitments

The professional or organisation declares that its information is accurate and up to date, that it holds the required licences, that it will report any suspension, expiry or change of status without delay, and that it will use Bokono only within its authorised functions.

Article 17 — Professional obligations

Each professional acts within the limits of their competence and licences, respects professional secrecy and the rules of their profession, ensures the quality and traceability of their work, obtains the required consent and refers the patient to in-person or emergency care when needed. They keep their clinical independence and are responsible for their decisions, advice, prescriptions and acts.

Article 18 — Confidentiality at the partner

The partner protects its credentials, limits access to authorised persons, does not exchange medical data through unauthorised channels and promptly reports any loss of access or suspected disclosure.

Article 19 — Checks and suspension

Bokono may check, proportionately, a partner's qualifications, compliance and security. Access may be suspended in case of serious risk to patients, expired or doubtful documents, a security incident or unauthorised use. Where safety allows, the partner is told the reasons and may respond. Decisions are recorded with their date, author and reason.

5 Teleconsultation and transcription

Article 20 — Conditions of teleconsultation

Audio or video teleconsultation is possible with or without an appointment when the professional considers it appropriate. It does not replace an in-person examination when a physical examination, test or procedure is needed. The patient is informed of how it works, of the technical limits linked to the network and of how to obtain in-person care.

Article 21 — No recording

Bokono audio and video calls are never recorded. Sound is never stored.

Article 22 — Text transcription, with double consent

Before the call, information about transcription is shown: purpose, who can access it, retention. The conversation is transcribed into text only if both the patient (or their legal representative) and the professional agree, by a positive action; no box is pre-ticked. If either refuses, no transcript is created and the consultation takes place normally. Either party may pause the transcription; an indicator shows when it is active. Each choice is recorded with the person, their role, the time and the version of the information text.

Article 23 — Transcript and report

The raw transcript is sealed at the end of the consultation and can no longer be changed by anyone, administrators included. The patient can read and download it in the "Consultations" tab of their record; the professional can reread those of their own consultations. The medical report is a separate document, written or validated and signed by the professional, then added to the patient's record. No automatic text is attributed to a professional without their review.

Article 24 — Artificial intelligence assistance

Bokono may offer help with drafting or organising information. Data sent to an artificial intelligence service is de-identified first. An automatic suggestion is never a diagnosis and does not replace clinical judgement. The patient can turn the assistant off for themselves in Privacy and permissions.

Article 25 — Screenshots

To protect health data, the app blocks or flags screenshots on sensitive screens.

6 Prescriptions, pharmacy and laboratory

Article 26 — Electronic prescription

Only an authorised professional can create or validate a prescription, after an appropriate clinical assessment. The prescription includes a unique identifier, the date, the prescriber, the patient, the medicines, the dosage and useful instructions, and a QR code. Every change is traced and does not erase the previous version.

Article 27 — Dispensing

The pharmacy checks the prescription's authenticity, validity and consistency before dispensing. Substitutions, quantities dispensed, stock-outs or refusals are recorded. Medicines subject to special restrictions follow their own legal requirements. A suspected forgery or error is referred to a professional; automatic alerts are aids and do not replace a human check.

Article 28 — Tests and results

A test request is received by the chosen laboratory or imaging centre. Each result is linked to the right patient, the laboratory, the sampling date and its status. An entered result remains preliminary until validated by the authorised biologist; it is then sent to the patient and the prescriber. Reference and critical ranges are the laboratory's, under its responsibility. A correction after validation keeps the former value and notifies the patient.

Article 29 — Readings and connected devices

Readings entered by the patient or sent by a compatible device are shown with their source, date and unit. They are not considered accurate without appropriate checking. Alerts state that they are automatic; the rules that trigger them are defined and validated by competent professionals.

7 Emergencies and medical transport

Article 30 — "Emergency" button

The red "Emergency" button always works, with no subscription or payment. It alerts available responders nearby and sends the minimum information needed: nature of the emergency, time,

position if the user has allowed it, a call-back number and essential information from the medical card.

Article 31 — Limits

An alert helps coordination but guarantees neither the arrival of an ambulance nor a response time. The position sent may be inaccurate. In immediate danger, the user also calls emergency services by the usual means. Bokono Connect messages must never be used for an emergency.

Article 32 — Medical transport

A transport request is sent to a registered ambulance service. Each step is time-stamped (request received, mission assigned, crew en route, on scene, patient on board, in transport, handed over, completed or cancelled). A digital confirmation is never presented as actual arrival on scene. Paramedics receive only the data needed for the intervention.

Article 33 — Transmission failure

If the network is unavailable or a technical failure occurs, the app says so clearly and reminds the user of other ways to call for help. No message suggests that an alert was sent if it was not.

8 Subscriptions, payments, insurance and reimbursements

Article 34 — Subscriptions

Registration is free. The monthly subscription is paid only after the account has been approved, directly in the app by mobile money. Current prices are:
- patient: USD 1 per month;
- doctor, nurse, midwife, paramedic and pharmacy: USD 5 per month;
- health facility, laboratory or imaging centre, ambulance service, insurer or mutual: USD 10 per month.

The price, currency, period and renewal conditions are shown before any payment is confirmed. Any price change is announced before it takes effect.

Article 35 — Private doctor follow-up

Follow-up by a private doctor is paid by the patient directly to the doctor, USD 5 per month, by mobile money. Bokono takes no commission on this payment.

Article 36 — Payments

Each payment shows the beneficiary, amount, currency and status. A receipt or reference is issued and remains available in Profile → Subscription and receipts. Pending, failed, cancelled or duplicate payments are handled through a traced procedure. No emergency is conditional on a payment.

Article 37 — Insurance and reimbursement

Eligibility, benefits, exclusions, supporting documents and reimbursement times depend on the contract with the insurer or mutual. Active coverage does not guarantee that all care is covered, and Bokono never promises coverage the organisation has not confirmed.

Article 38 — Financial disputes

An unrecognised charge, double billing, wrong amount or refund request is reported through the complaints channel (chapter 13). When the transaction involves a payment provider, the complaint may be passed on to it, with the user informed. No refund is guaranteed before its eligibility has been checked.

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.

13 Complaints, appeals and disputes

Article 67 — Channels

A complaint or dispute can be sent: from Profile → Help and support → Contact Bokono support; to contact@bokono-rdc.net; on +243 850 655 988. Requests about data go through Privacy and permissions → My requests. A complaint never replaces emergency services.

Article 68 — Content of a complaint

The user states, as far as useful: their role, the type of problem, the approximate date, a factual description, the reference of the consultation, payment or operation, supporting documents and the desired outcome. No medical data unrelated to the complaint is required.

Article 69 — Handling and time frames

Each complaint receives a reference number and an acknowledgement. Priorities range from level 1 (critical emergency, handled immediately) to level 4 (simple request for information). Our internal targets are: acknowledgement within 2 working days; first assessment within 5 working days; decision or proposed solution within 15 working days, with a reasoned notice if this is extended. These are targets; specific legal time limits prevail.

Article 70 — Complaints about a professional or a medical act

Bokono examines what falls within its platform and contracts, but is not a disciplinary body and does not replace a clinical assessment. Depending on the case, the complaint may be referred to the professional, the facility, the professional council or the competent authority. A permanent suspension is never based on an unexamined accusation; a proportionate interim measure remains possible in the face of a serious and immediate risk.

Article 71 — Internal appeal

The user may ask for a decision to be reviewed (refused verification, suspension, financial dispute) by stating the contested decision, the reasons and any new elements. Where possible, the review is entrusted to someone who did not take the initial decision alone. An internal appeal does not deprive the user of external remedies.

Article 72 — Impartiality and no retaliation

A person who is the subject of a complaint never examines it alone. No retaliation is allowed against anyone who complains in good faith. Complaints involving minors or vulnerable persons receive particular care.

Article 73 — Closure

A complaint is closed after a reasoned answer, an implemented solution or a referral to a competent body, with the complainant informed. A partly resolved file is never presented as fully satisfied.

14 Suspension, closure and liability

Article 74 — Account suspension and closure

An account may be restricted or suspended in case of risk to patients, suspected fraud, false information, an order from a competent authority or breach of these terms. The user is told the reason and the available remedies, as far as the law allows. A suspension is designed not to dangerously interrupt ongoing care. The user may ask for their account to be closed; data subject to retention (chapter 11) is kept.

Article 75 — Liability

Each party is responsible for its own acts and obligations. Professionals and organisations are responsible for their care, advice, prescriptions, dispensing and results. ESPAGNORA SARLU is responsible for the operation of the platform within the limits set by applicable law; it is not responsible for medical decisions taken by professionals, nor for interruptions due to external causes (network, electricity, providers), subject to mandatory rules.

15 Governance and publisher commitments

Article 76 — Organisation

The management of ESPAGNORA SARLU approves Bokono's policies and appoints owners for operations and support, legal compliance, technology, security and partner verification. Sensitive tasks are separated as far as possible: no one approves their own sensitive operations alone.

Article 77 — Sensitive decisions and controls

Sensitive decisions (exceptional data access, administration accounts, exports, retention rules, payments, incident response) are recorded in a register. Privileged accounts are personal, protected by a second factor and reviewed at least every quarter. Proportionate internal controls and audits are carried out, and each finding leads to a tracked corrective action.

Article 78 — Review

These terms and the internal policies are reviewed at least once a year, and after any major incident, change of provider, new service or change in the law.

16 Final provisions

Article 79 — Changes

These terms may change for legal, technical or operational reasons. The version in force, its date and significant changes are available in the app and at admin.bokono-rdc.net/conditions. A new version is

shown to the user and must be accepted.

Article 80 — Governing law

These terms are governed by the law of the Democratic Republic of the Congo. Failing an amicable solution through the complaints procedure, disputes fall within the jurisdiction of the competent courts of the Democratic Republic of the Congo.

Article 81 — Languages

These terms are available in French and English. In case of difference, the French version prevails.

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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