

# SE Factory B.V. – EMDR Kit Online – Privacy Statement

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This Privacy Statement describes how SE Factory B.V. ("EMDR Kit") handles the personal data of professionals using our online platform ("EMDR Kit Online"). This document is specifically designed for the SaaS environment.

## Article 1: Privacy by Design & Zero Client-Data Policy

**1.1 Zero-Storage Philosophy:** The Platform is built to function **without storing identifiable patient information**.

**1.2 Client Access & Invitations:** Client access is facilitated via temporary, session-bound links.

- **Manual Sharing:** Therapists may copy the link and share it via their own secure communication channels (e.g., their professional email or portal). In this case, no client contact details are processed by EMDR Kit.
- **Platform Invitations:** If the Therapist chooses to send the invitation directly via the Platform, the client's email address is processed solely for the one-time transmission of the invitation.
- **No Identification:** In both cases, the link is time-limited, and the client is not required to create an account or provide personal details to EMDR Kit to access the session.

**1.3 Transient IP Processing:** To establish a secure peer-to-peer connection for bilateral stimulation and video, the Platform must temporarily process the IP addresses of both the Therapist and the Client.

- **Client IP:** The Client's IP address is processed solely for the transient duration of the technical session. Upon termination of the session, the Client's IP address is immediately and permanently deleted and is not stored, logged, or retained anywhere within the Platform, user records, or server infrastructure.
- **Therapist IP:** The Therapist's IP address is processed to facilitate the session and may be retained within the Therapist's secure user logs for account security, authentication, and system stability purposes, as described in our Privacy Statement.

1.4 **Audiovisual Data:** Streams are encrypted and transient. They are never recorded, archived, or stored by EMDR Kit.

## Article 2: Data we collect (Therapist/User)

The categories of personal data that we may collect, use, disclose and otherwise handle may vary by country and applicable law. They include:

1. **Account Information:** Name, address, telephone number, professional email address, , encrypted credentials and country.
2. **Preferences:** UI-presets and stimulus settings (language, speed, color, sounds).
3. **Activity data:** We collect data on how our website and the Platform is used and referring websites.
4. **Support Data:** We collect information about users that reach out for support and details relevant to the support incident. This concerns data such as contact or authentication data, the content of communication with our customer service, data about the website/Platform at the time of the incident and during diagnosis.
5. **Content:** We collect content from messages that users sent to us, such as a request, feedback, or questions and information you have provided for customer support. When you contact us, for example with customer service, emails and chat sessions with our employees may be recorded and monitored.
6. **Technical Logs:** We collect technical metadata (IP address, browser and device type, timestamps) for a maximum of **30 days** for security, stability, and debugging. These logs do not contain clinical session content.

## Article 3: Goals

3.1 The collected personal data (which can be used to identify someone) will be used primarily for the following:

1. Displaying and using the website(s) and the Platform in a correct and personalized manner.
2. Executing the agreement, including delivering services.
3. Checking your identity, for example in the event of complaints, returns and refunds.
4. Maintaining relationships with customers and suppliers.
5. Reporting changes to policies, documents and our services.
6. To better understand your needs via privacy-friendly, cookieless metrics and thus be able to evaluate and improve our company, Platform, website, software, and security.
7. Registering and handling complaints and requests.

8. Sending newsletters and informational updates regarding our products, services, and hardware developments (subject to your opt-out right or explicit consent where required by law)
9. Conducting (demographic and statistical) research on an anonymous basis.
10. Comply with statutory (tax) retention obligations and other legal and regulatory obligations.
11. Handling invoicing and collections.
12. To secure and protect our business operations and to identify and help minimize or prevent fraud, unauthorized activities, claims and other liabilities.

## Article 4: Cookies

4.1 **Strictly Necessary Only:** We use only strictly necessary functional cookies to manage your secure session and remember your professional preferences.

4.2 **Cookieless Analytics:** To understand platform usage and improve our service, we use privacy-friendly, cookieless analytical tools. These tools process aggregated, anonymous usage metrics (such as page views and feature engagement) without placing tracking cookies or storing personal data.

## Article 5: Security & Compliance (NEN 7510 / ISO 27001)

5.1 We do our utmost to process your data securely, with the aim of preventing unauthorized access to data or disclosure of data, maintaining data accuracy, and ensuring the correct use of data. To this end, we have put in place physical, electronic and organizational controls to protect and secure the information we collect online.

5.2 **Infrastructure:** Our Platform infrastructure is hosted on **ISO 27001** and **NEN 7510** certified environments. SE Factory B.V. aligns its internal data handling processes with these standards.

5.3 **Hosting & Backups:** All data is hosted and backed up on certified secure servers in the **Netherlands**. Backups of account data are encrypted.

5.4 **Breach Protocol:** In the event of a security breach involving therapist account data, SE Factory B.V. will notify the affected Users and the relevant authorities as soon as possible, with a maximum of **72 hours** after discovery.

## Article 6: Third-Party Processors

6.1 **Sub-processors:** We engage specialized partners for hosting and real-time communication (Encrypted Video API).

6.2 **Transfers:** If a sub-processor operates outside the EEA, we ensure appropriate safeguards (such as Standard Contractual Clauses) are in place to maintain an equivalent level of protection.

## Article 7: Data retention

7.1 Active Accounts: Settings are stored for the duration of the subscription.

7.2 90-Day Account Grace Period: Upon termination of a subscription, personal account data and custom presets are retained for 90 days to allow for seamless reactivation, after which they are permanently deleted from the active Platform database.

7.3 Marketing & Relationship Data: Basic contact information (name, professional email, and customer history) of former users may be retained for up to 2 years after subscription termination for marketing and relationship-management purposes (such as win-back offers), unless the user explicitly requests deletion or opts out.

7.4 Platform Usage Metrics: General platform usage data and engagement metrics are processed on an anonymous and aggregated basis (as per Article 4.2). Because this data cannot be linked to an identifiable individual, it is retained indefinitely for product evaluation and statistical purposes.

7.5 Tax Law: Invoices are stored for 7 years per statutory requirements.

7.6 Data of people who have reached out to us through the contact form on the website will be stored for 2 years.

7.7 Emails will be stored for 6 years.

## Article 8: Your rights and protocols

8.1 **Subject Rights:** You have the right to access, rectify, or delete your professional data. As we do not store client data, any client-related inquiries should be directed to the treating therapist.

8.2 **Unsolicited Data Protocol:** Users are strictly prohibited from entering client personal data in free-text fields. If SE Factory B.V. is made aware of the presence of identifiable client data in such fields, it will be destroyed immediately.

## Article 8: Others

8.1 We will not sell or provide personal data to third parties without your express permission, unless we are obliged to do so on the basis of a legal provision or this provision to a third party is necessary due to, for example, an acquisition and/or merger in which we are involved.

8.2 We have the right to change this privacy statement. These changes will be immediately posted on our website and you will be notified by email. We are not liable for damage caused by changes to this privacy statement.

8.3 This privacy statement is effective as of June 1, 2026 and replaces all previous versions.

8.4 If you believe that the content of this privacy statement is not being complied with or if you have any other reason to complain regarding your data, you should contact our management. If that does not help, there is always the option to reach out to the Dutch Supervisory Authority for the GDPR (de Autoriteit Persoonsgegevens).