



# Privacy policy

V1.0 – May 2025 – English version

## 1 – Definitions

Client:	Any person receiving services from North90 in Consulting, Training, Coaching or Therapy as stated in a contractual agreement between the person themselves, or their employer. Prospects, that is potential clients with whom North90 is in commercial contact, are considered enjoying the same rights as Clients in this policy.
Consulting:	The service where North90 provides a Client with expertise and support on a specific subject, as agreed contractually.
Contact information:	Information collected in the normal course of doing business or providing services to a Client.
Coaching:	The service where North90 supports the development of a Client (a person, team or organization) as agreed contractually.
North90:	The company registered at the Rotterdam chamber of commerce (KvK) under the number 699 121 65, headquartered in Lansingerland, The Netherlands.
Non-personal information:	Information that cannot be used to personally identify you.
Personal information:	Data that identifies the Client as a person. Personal information includes the Client's first name, last name, email address, telephone number, date of birth, and their biographic details.
Services:	Means the services delivered by North90 to the Client, agreed contractually, and including but not limited to, Consulting, Coaching or Training, or Therapy.

Therapy	The provision of Gestalt therapy services in accordance with applicable regulations in France or the Netherlands depending on where the Service is delivered.
Training:	Means any individual or group activity supporting the acquisition of new competences.
Website	The North90 website as can be accessed at the address <a href="http://www.north90.co">www.north90.co</a> .

## 2 – The North90 Website

### 2.1 Accepting this policy

By accessing the Website or entering a contract with North90 for the delivery of Services you accept this privacy policy, and you consent to the potential processing of any Personal Information that you share with North90 as described herein.

### 2.2 Non personal information

North90 collects Non-Personal Information and may collect Personal Information if you voluntarily disclose it when seeking contact with North90 via the contact page of the Website.

The North90 Website ([www.north90.co](http://www.north90.co)) and associated blog ([www.north90.co/blog](http://www.north90.co/blog)) use analytics and webmaster tools to track non personal information such as:

- number of visitors to the Website
- general browsing and traffic related information
- type of device (mobile, tablet or desktop/laptop) a
- browser used to view the pages
- page from which the visit originated
- the country from which the website was accessed

However, the Website does not collect any information about the age, gender, precise location or any other demographic or advertising-oriented information about site visitors. The Website does not use cookies for profiling or retargeting.

### 2.3 Personal information

The Website collects personal information only, and only if, you use the Website to book a call or send an email using the contact page. In that case your name and email address are collected, which are required for contact to be established.

### 2.4 Scheduling service

To facilitate the scheduling of calls and meetings, the Website uses a scheduling platform. Like all other tools used by North90, the scheduling application has entered into a data processing agreement with North90 and complies with GDPR.

The scheduling application connector on the Website may collect cookies. However, in accordance with GDPR, website visitors can opt out of all cookies not required for the app to function normally.

## 2.5 Sensitive information and phishing

North90 does not collect and will never collect or process the following information:

- Your social security or BSN number
- Payment information (Credit card)
- Copies or number of your identity document
- Detailed health information such as diagnostics, analysis or imagery

Any request seemingly emanating from North90 to collect this information is to be considered as suspicious online activity (e.g. phishing), ignored, and immediately reported to North90.

## Article 3 – Working with North90

### 3.1 Client contact information

Collected Client data (Such as name, email, phone number, employer, job title) is stored in professional cloud applications used by North90 to propose and provide its services.

If no commercial transaction happens between you and North90, your details will be stored in an address book protected by best practice measures to prevent hacking (Encryption, protection against hacking and malwares etc.).

If you enter a commercial agreement with North90, North90 will collect further information as needed to establish its contract and invoices and keep record of its customer list. Depending on the nature of the service, such information may include: your first and last Name, email address, home or professional address, and date of birth.

### 3.2 Consulting, training and coaching

If you become a consulting, training, or coaching client with North90, some notes may, with your consent, be taken during individual sessions as the need arises during the performance of the agreed service.

These notes may contain information that you disclose for the purpose of receiving the services and remain the sole property of North90. They are protected by the confidentiality clauses and rules pertaining to consulting training and/or coaching respectively. Coaching notes are taken digitally and stored in a space that is access protected and encrypted at rest.

These will be kept for a period not exceeding 10 years and thereafter deleted.

### 3.3 Therapy patient file

If you become a therapy client, North90 is required by law to keep a patient folder. Your patient folder does not feature any identity details. Name, email, address, phone number, date of birth are not mentioned on the patient file.

Your patient file does however contain confidential biographic information that is disclosed by you during your therapy sessions.

The patient folder features two distinct parts:

- A set of therapist notes that are the property of the therapist. These notes refer to the therapist's impressions during the session.
- A clinical findings dossier. This part contains the therapist's findings about your situation, your history, and a history of the therapy journey itself. This part of

the folder belongs to the Client and is kept by the Therapist on their behalf and in accordance with applicable regulations.

Your patient folder will be kept by North90 for 15 years. After this 15 years retention period, your patient file will be deleted. Some summary elements of it may be retained by North90 for the purpose of statistical analysis in an anonymized way.

### **3.4 Invoices**

North90 keeps an archive of all its invoices for auditing purposes. Invoices are kept for a duration of 10 year max and will thereafter be deleted.

## **Article 4 – Your right regarding your data**

### **4.1 Consultation**

On simple email request from you, North90 will deliver you a list of the data being held about you. If you are a Therapy Client, you may receive a copy of the clinical findings part of your dossier, by asking for it via email or during a therapy session.

### **4.2 Correction and deletion**

North90 will endeavour to comply within 30 calendar days, with any request expressed in writing (email sufficient), for:

- data correction
- data deletion, as long as your request does not contravene current applicable regulations regarding in particular your patient file.

## **Article 5 – Data processing providers**

### **5.1 Data processing agreements**

All third parties contracted by North90 to operate its activities, and which North90 uses to process personal data are contractually bound to respect the GDPR requirements by a Data Processing Agreement entered with North90.

### **5.2 Provider register**

North90 keeps a complete register of its data processing providers. This register contains:

- a list of data is stored by provider, and their which purpose
- a record of the Data Processing Agreement entered with each provider
- A definition of the type of person whose data is processed (Client, prospect, partner, supplier etc...)
- List of any further measures taken to safeguard the data.
- Duration of data storage per type of data or group of people

## **Article 6 – Handling of a data breach**

### **6.1 Risk assessment and reporting**

If, despite all the precautions taken by North90 to ensure the safeguard of your data a breach was to happen, North90 would then take the following measures:

- Assessing the risk presented by the data breach to your rights and freedom as data subject. This assessment takes in account several criteria such as the type

of breach, nature, sensitivity and volume of the personal data, ease of identification of individuals, severity of the consequences for the individual, characteristics of the unauthorized recipients, special characteristics of the individual, and of North90, number of people or organizations impacted by the breach.

- Notifying the Dutch Data Protection Authority if the situation warrants it.
- Notifying you of the breach and its potential impact on you.

Determining and applying measures in hindsight to prevent the problem reoccurring.

#### **Article 7 – Complaints and dispute settlement**

- 7.1 North90 is an organization governed by the laws of the Netherlands.
- 7.2 In the event of any arising dispute, North90 and the Client work in good faith to arrive at a resolution and settle by themselves to the greatest extent possible. If the dispute cannot be resolved, North90 and the Client agree to submit such dispute to the competent court of Rotterdam (the Netherlands).