

# Terms of use

## My Kanta Pages Personal Health Record

24.10.2018 Kela Kanta services



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# 1 Terms of use of My Kanta Pages Personal Health Record

## 1.1 Parties to the use of the service

**The administrator and register controller of My Kanta Pages Personal Health Record is the Social Insurance Institution of Finland (hereinafter Kela).**

Contact details: Kela Kanta services  
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Website: [kanta.fi](http://kanta.fi)

**The user of My Kanta Pages Personal Health Record** (hereinafter the User) may be any natural person who has a Finnish personal identity code and who signs up for the service and that way agrees to these terms of use.

**The supplier of the wellbeing application** (hereinafter the Application Supplier), which has implemented the wellbeing application for the use of My Kanta Pages Personal Health Record.

## 1.2 Description of the service

My Kanta Pages Personal Health Record (hereinafter the Service) is part of the Kanta services. It is a citizen's own data repository, in which the user can enter their own wellbeing data. Wellbeing data means, for example, various measurement data (e.g. blood pressure, respiration rate), symptom evaluations, examinations and self-care plans.

The service is used with wellbeing applications approved by the Kanta services. Approved wellbeing applications can be viewed in [the application list](#) published on the [kanta.fi](http://kanta.fi) website.

The user can enter their wellbeing data in the service and process it with all the wellbeing applications to which they have granted user rights. The functionalities and the data content to be entered depend on the wellbeing application and its features. The user can also view and delete their data in the service via the My Kanta Pages service.

The service is available only to persons aged 16 or over.

[The service description](https://www.kanta.fi/en/wellbeing-data) of My Kanta Pages Personal Health Record is available on <https://www.kanta.fi/en/wellbeing-data>.

### 1.2.1 Consent

In order to use the service, the user will grant user rights to the application to enter the user's personal wellbeing data in My Kanta Pages Personal Health Record and to process the wellbeing data in the service. When signing up for the service, the user must accept the terms of use of the service and give their consent to saving data in My Kanta Pages Personal Health Record.

My Kanta Pages Personal Health Record will be provided for in the Client Data Act at a later date. The user needs to give their consent in relation to the use of My Kanta Pages Personal Health Record until the Client Data Act enters into force.

The user may stop using the service at any time. The user may remove the user rights they have granted to the wellbeing application and delete all the wellbeing data they have already entered in My Kanta Pages Personal Health Record via the application or in My Kanta Pages. The log data of the deleted data in relation to the use of the data will remain in the system.

## 1.3 Purpose of the terms of use

These terms of use are applied to the use of My Kanta Pages Personal Health Record. The terms of use regulate the relationship between Kela and the users of the service. Kela owns the rights to the service, and the user is granted the right to use the service according to these terms of use.

Kela acts as the register controller of the service so that Kela currently keeps a register of the users of My Kanta Pages Personal Health Record and the log data of the use of wellbeing data. The user is personally responsible for their own wellbeing data.

The rights and obligations related to the agreement between the user and the Application Supplier are separate from these terms of use.

## 1.4 User's responsibilities and obligations

The user is responsible for using the service in accordance with the instructions provided by Kela and the Application Supplier.

The user of the service is personally responsible for all wellbeing data they enter, edit or remove from the service. The user is responsible for ensuring that the data they have entered in the service is correct.

The manufacturers of applications approved for the service are responsible for ensuring that the applications function correctly. In terms of any recovery of data removed from the service, please see the instructions for use of the application in question.

The user is responsible for keeping their own identification data confidential (in relation to Suomi.fi identification).

## 1.5 Kela's rights, responsibilities and obligations

Kela is responsible for

- maintaining the service, such as storing the data and ensuring the technical operation of the service to prevent the processing or sharing of wellbeing data via the service in contravention of the law or the EU's General Data Protection Regulation.
- the development process of the national data content of the service, and the maintenance and development of the service. Kela is entitled to make technical changes to the contents and implementation of the service.
- ensuring that the use and sharing of wellbeing data are recorded in the log register, as well as for the log register and its storage.

Kela must not assign the task of data storage to outsiders and the data must not be transferred outside Finland. However, Kela may use subcontractors in the production and maintenance of the service.

Kela is entitled to process wellbeing data where it is absolutely necessary with respect to Kela's maintenance tasks.



Kela's technical support is responsible for providing support for the service. It provides assistance to users in service fault situations. The customers can contact one common customer support point with respect to all matters related to the service. The service is used with applications approved by the Kanta services.

Kela aims to act in such a way that the service is available without interruption with the exception of unexpected technical faults. However, Kela may temporarily suspend the service for the duration of modification or repair tasks or general data communication outages. Kela will notify in advance of any known service interruptions on the kanta.fi website.

Kela may close or suspend the service if there is reason to suspect that it is under cyber attack or if the user is using the service in contravention of these terms of use or the law or good practice or in a way that jeopardises the functioning or data security arrangements of the service, or if there is reason to suspect misuse.

Kela may also block access to the service if a wellbeing application accepted for its use or the user organisation of the application jeopardises appropriate functioning of national information system services. The service will be closed or suspended until the Application Supplier can prove in a reliable manner that the situation has been remedied.

Kela is not responsible for the operation of the Application Suppliers or for any other errors or negligence in the production or use of the service which are due to the Application Suppliers. Kela is not responsible for the applications or their support services unless the problems are due to Kela.

Kela is not responsible for the independent collection of data by Application Suppliers into their own registers in addition to the use of the service or the use of the data in the registers and sharing it from there with other parties.

Each Application Supplier is responsible for ensuring that it is entitled to use the user data in the service according to existing legislation.

Kela is not responsible for any indirect or direct damage caused by the use of or an error, defect or fault in the service unless otherwise provided by mandatory law.

## 1.6 Processing of personal data

In the processing of personal data, Kela complies with the requirements of the EU's General Data Protection Regulation and other national data protection legislation.

More detailed information about the handling of personal data is available in [the privacy policies](#) (the privacy policy for My Kanta Pages Personal Health Record and the privacy policy for the log data in My Kanta Pages Personal Health Record), which are available on the kanta.fi website.

## 1.7 Changes to the terms of use

Kela is entitled to amend these terms of use at any time for a justified reason. Information about changes to the terms of use is provided on the kanta.fi website.

In the event of a change in the terms of use, all access rights that the user has granted to the wellbeing applications will be removed automatically after six months of the change if user has not accepted the new terms of use in six months. When logging in to the service the next time, the user will be directed to renew the user rights to the wellbeing applications to use the service and the data they have entered in the service and also to accept the terms of use of the service.

If the user does not accept the amended terms of use for the service, they cannot grant the user rights requested by the wellbeing application.



## 1.8 Terminating the use of the service

The user may at any time terminate the use of the service by deleting via My Kanta Pages all wellbeing data entered in My Kanta Pages Personal Health Record and by withdrawing the user rights they have granted to the wellbeing applications. If the user does not delete the data, the entered data will remain in the service. That way the data will still be available to the wellbeing applications to which the user has granted user rights.

If the user terminates the use of the wellbeing application, the data entered in My Kanta Pages Personal Health Record with the wellbeing application in question will not be deleted automatically, and therefore the user must delete it themselves via My Kanta Pages.

Moreover, an Application Supplier of an approved wellbeing application may also withdraw from using My Kanta Pages Personal Health Record by notifying Kela of this one (1) month in advance. Termination of the use of the service has no impact on the data entered in the user's service or its availability. The entered data will remain in the service until the user has deleted it themselves.

## 1.9 Other terms and conditions

The service and these terms of use are governed by Finnish law.

Any disputes concerning the service shall be settled primarily through negotiation and ultimately in the District Court of Helsinki.

The service is free of charge to the user until further notice.

