

GENERAL TERMS AND CONDITIONS OF USE OF THE PLATFORM

The website with the URL <https://www.trip.europ-assistance.fr> as well as its contents and services, hereinafter together referred to as the "Platform", is published by EUROP ASSISTANCE FRANCE, Société Anonyme [public limited company] with share capital of €5,316,384 with registered offices at 11-17. Avenue François Mitterrand 93210 Saint Denis – France, registered with the Nanterre Trade and Companies Register under number 403 147 903.

EUROP ASSISTANCE FRANCE places at the disposal of the employees of companies that have subscribed to Carewings, (hereinafter referred to as the "Beneficiaries"), a wide range of services accessible via the Platform.

These present general terms and conditions of use of the Platform, hereinafter referred to as "GTC", define the conditions applicable between the Beneficiary and EUROP ASSISTANCE FRANCE as well as the rights and obligations of each, in relation to the use of the Platform.

Any use of the Platform implies consultation and acceptance of these GTC.

The version currently online of these GTC is the only enforceable during the entire period of use of the Platform and this, until a new version replaces it.

These GTC are subject to French law.

1. DEFINITIONS

The terms listed below used in these GTC and beginning with a capital letter will be understood as follows, whether in the singular or the plural depending on the context of their use:

1.1. Beneficiary

Means the natural person, domiciled in metropolitan France, having access to the services of the Carewings range, as defined by the assistance agreement sent to them and having access to the Platform.

1.2. GTC

Refers to these general terms and conditions of use intended to regulate the terms of use of the Platform by the Beneficiary.

1.3. Content

Refers to all articles, photographs, illustrations, fact sheets, questionnaires, features and more broadly any existing element within the Platform.

1.4. Beneficiary Space

Refers to the Beneficiary's personal space to which the Beneficiary can access after being authenticated.

1.5. Platform

Refers to the website published by EUROP ASSISTANCE FRANCE and all the Services and Content it makes available to the Beneficiaries.

1.6. Service

Refers to all the services offered and made available to Beneficiaries within the Platform as described in the GTC. The Services are provided via the Platform either by EUROP ASSISTANCE FRANCE, or by third- party companies under their exclusive responsibility which the Beneficiary acknowledges and accepts.

2. USE OF THE PLATFORM BY THE BENEFICIARY

2.1. Access Opening Procedure – Creation of Beneficiary Account

Access to the Platform is subject to the prior identification of the Beneficiary by entering a login consisting of their contract number and their professional email address. An email containing a reset link is sent to them by Europ Assistance.

During this first login, the Beneficiary will be obligated to change their password in order to personalise it, then to create their account, the Beneficiary saves the following elements:

- **password**
- **surname**
- **first name**
- **e-mail address**
- **telephone number**
- **passport type**
- **nationality**

Mandatory information is indicated as such by an asterisk.

A confirmation e-mail is then sent to the e-mail address provided by the Beneficiary to activate the Platform access account.

Once connected to the account, the Beneficiary can change his password.

2.2. Acceptance of the GTC

The access and use of the Platform by the Beneficiary implies the knowledge, unreserved acceptance and respect by the latter of these GTC.

The acceptance of the GTC by the Beneficiary is expressed during their first logging into the Platform at the time of creation of his Beneficiary Space.

Permanent access to the GTC is possible from the "General Terms and Conditions" icon of the Platform.

EUROP ASSISTANCE FRANCE reserves the right to modify the terms of these GTC at any time. In this case, the modified GTC will be brought to the attention of the Beneficiary from the "General Terms and Conditions" icon of the Platform.

The logging into the Platform by the Beneficiary will be deemed as acceptance of the modified GTC.

2.3. Access and Security

Access to the Platform is personal, non-transferable and temporary.

The username and password are strictly personal and must remain confidential, therefore the Beneficiary undertakes not to disclose them. Their use may not be assigned or loaned to any third party for any reason whatsoever.

The Beneficiary is responsible for their retention and must take all necessary measures to ensure that their username and password are not known or used by third parties. EUROP ASSISTANCE FRANCE is released from any responsibility in the event of fraudulent use of the access codes.

In addition, the Beneficiary undertakes not to divulge and not to appropriate those of another Beneficiary.

2.4. Lost or Forgotten Password

In case a password is lost or forgotten, for any reason whatsoever, the responsibility of EUROP ASSISTANCE FRANCE cannot be engaged.

It will be necessary for the Beneficiary to click on the "*forgotten password*" icon present on the home page so that the password is sent to the email address communicated by the Beneficiary.

The fraudulent use of login information to access the Services may cause harm and result in prosecution.

2.5. Rules of Use of the Platform

The Beneficiary undertakes to use the Platform in a fair and honest manner, in accordance with its purpose and role, in accordance with the law and the strictest confidentiality.

In particular, the Beneficiary refrains from:

- downloading, informing or publishing in any way on the Platform, information or documents that are incomplete, false, inaccurate, offensive, illegal or likely to infringe rights, to harm or threaten the security of any person. The Beneficiary is solely responsible for the information, documents and content that he communicates through the Platform and he guarantees the veracity of his information and content which he ensures is kept up to date;
- sharing with a third party the username and password;
- obtaining or attempting to obtain data from third parties on the Platform;
- obtaining other Beneficiaries of passwords or personal identification data;
- attempting to interfere with the Service provided to any Beneficiary, host or network, in particular by downloading a computer virus, an overload, "spamming"

If the data consulted are not those of the Beneficiary or if they contain an error, the Beneficiary undertakes to immediately inform EUROP ASSISTANCE FRANCE by email by contacting the administrator at the following address:

protectiondesdonnees@europ-assistance.fr

EUROP ASSISTANCE FRANCE cannot be held responsible for damages that the Beneficiary may cause by using information from this secure area for purposes other than those for which they are intended.

2.6. Deletion of the Beneficiary Space

2.6.1. Deletion of the Beneficiary Space by the Beneficiary

The Beneficiary may at any time request the termination of their Beneficiary Space via the "contact" section of the site.

2.6.2. Deletion of the Beneficiary Space by EUROP ASSISTANCE FRANCE

The Beneficiary acknowledges and agrees that compliance with these GTC is a substantial condition for maintaining their access to the Platform.

EUROP ASSISTANCE FRANCE may remove access to the Platform or to certain features of the Platform, without notice and without owing, therefore, to the Beneficiary of any kind whatsoever, in case of violation by the Beneficiary of the provisions of these GTC making it impossible to maintain access to the Platform, notwithstanding the damages that could be requested by EUROP ASSISTANCE FRANCE.

2.6.3. Consequence of the deletion of the Beneficiary Space

The Beneficiary acknowledges that he does not hold any property rights in his Beneficiary Space. If he deletes his Beneficiary Space or if the Beneficiary Space is deleted by EUROP ASSISTANCE FRANCE under the conditions defined herein, all of the Beneficiary's information, including documents, may be deleted from the Platform. It is therefore up to the Beneficiary to keep a copy of his documents.

However, data may remain for a certain period due to the processing time necessary for their deletion. It is specified that staff of EUROP ASSISTANCE FRANCE may keep saved copies of Beneficiary's personal information in order to comply with their legal obligations.

3. DESCRIPTION AND TERMS FOR THE IMPLEMENTATION OF SERVICES ACCESSIBLE FROM THE PLATFORM

It is specified that the On-Site Services are exclusively intended for the beneficiaries.

Access to the Platform includes all the Services described in each of the following sections:

3.1. “Country Info” Service

The “Country Info” Service provides the Beneficiary with practical and useful information when travelling abroad and a general assessment of each country in the world, including its political situation, the level of safety on site, health aspects or the occurrence of possible natural hazards.

3.2. “24/7 Alerts” service

The “24/7 Alerts” service lists the latest events having an impact in particular on the safety, transport or health conditions of a country that have occurred worldwide and could be of interest to any Beneficiary before or during their trip. On activating his/her Personal Space to access the services on the site, the Beneficiary will receive an email informing him/her of the events in question.

3.3 “Travel” service

The “Travel” Service enables the Beneficiary to enter information relating to a trip (travel date, destination, etc.) so that Europ Assistance can locate the Beneficiary in the event of a major crisis in the country in which he/she has indicated that he/she is located. If the “Travel” Service is used, a confirmation email is sent to the email address entered by the Beneficiary.

3.4 “24/7 Assistance” service

The “Assistance 24/7” service, accessible from the home page of the Personal Space, allows each Beneficiary to call a number in the event of a travel, medical or security assistance requirement. In the event of a medical emergency, the Beneficiary must contact the emergency services of the country in which he/she is located.

3.5 “Medical Network” Service

The “Medical Network” Service provides access to the list of medical organisations located in the country selected by the Beneficiary, in accordance with the terms of the “Medical Network” section.

3.6 “Trip Declaration” Service

The "Trip Declaration" service makes it possible to record details of a trip (travel dates, destination, number of travellers, etc.) by the Beneficiary in the country, region, or area for which a government authority has advised against any trip¹ or for any reason other than an essential trip, so that Europ Assistance can provide assistance services to the Beneficiary if required, under the conditions of the Carewings range.

The trip declaration must be made before the start of the trip. The Beneficiary acknowledges that inaccurate or incomplete information or the absence of a declaration may result in the loss of the right to cover, as stipulated by the terms and conditions of the Carewings range.

This Service is accessible and available from the following URL: <https://risky-trip-declaration.europ-assistance.fr/>.

3.7 “Callback” service

The “Callback” service, available from the Platform via the “Callback” button, allows the Beneficiary, in addition to the telephone line made available under the procedures specified in the Carewings range agreement, to be put in contact with an assistance manager of the Insurer (as defined in said agreement), after having completed a form to explain the purpose of his/her request (i.e. subject to your prior consent in this respect).

¹ Sauf dans les pays exclus qui sont : **Territoire de Crimée, les Républiques Populaires de Donetsk, Louhansk, Kherson et Zaporijjia, Biélorussie, Corée du Nord, Iran, Russie, Syrie, Afghanistan, Birmanie (Myanmar) et Venezuela.**

4. DESCRIPTION OF PLATFORM FEATURES AND INTEROPERABILITY

<p>1. Key features:</p>	<p>Platform for practical information about a country's health conditions. The platform makes it possible to obtain information before a trip.</p> <ul style="list-style-type: none"> - Country information - Information on the various alerts ongoing for the country - Health information - Information on the medical organisations in our MNA network <p>We also have the option of entering a trip abroad.</p>
<p>2. Features</p>	<p>Language: Website and instructions in French and English</p>
	<p>Type of access: Online website that can connect to the internet for sending and receiving data.</p>
	<p>Access conditions: Access via a personal User Area exclusively for the Beneficiary</p>
	<p>Data traceability: Personal data are intended for:</p> <ul style="list-style-type: none"> • EUROP ASSISTANCE FRANCE in its capacity as data controller, as well as its subcontractors, Gardaworld Crisis 24
	<p>Internet connection: Download speed of at least 1 Mbps required for optimal performance</p>
<p>3. Interoperability</p>	<p>Hardware & Software: Internet Explorer 11 or later (IE 10 with limitations), Chrome latest stable version, Firefox latest stable version, Safari MacOS latest stable version, Safari Mobile iOS 7.x and up, Android 5.x and up</p>

5. TECHNICAL CONSTRAINTS/CAUTION

The Beneficiary is informed of the constraints and limitations of the Internet, especially in terms of:

- data transmission and possible data breaches;
- unsecured continuity in accessing the Platform or the different services offered by the Platform;
- technical constraints that are not under the control and responsibility of EUROP ASSISTANCE FRANCE.

In no event will EUROP ASSISTANCE FRANCE be held liable for these risks and their harmful consequences, whatever their extent, for the Beneficiary.

It is the responsibility of the Beneficiary to take all appropriate measures to protect their own data, software and materials from contamination by viruses or other forms of attack that may circulate through the Platform.

The Beneficiary may not claim any difficulty in accessing the Platform to access the information or Services to the detriment of these GTC.

Links may link to other applications, websites or other social networks or services provided by third parties to EUROP ASSISTANCE FRANCE. The responsibility of EUROP ASSISTANCE FRANCE cannot be engaged in the case where the content of said other applications, websites or social networks or services would infringe the rights of third parties and any legal or regulatory provisions in force. These other applications, websites or other social networks or services are provided under the exclusive responsibility of the companies that publish them, which the Beneficiary specifically recognises and accepts.

The Beneficiary is informed of the lack of reliability of the Internet network, especially in terms of relative security in the transmission of data, unsecured continuity in access to the Platform, unsecured performance in terms of volume and speed of data transmission and the spread of viruses.

As such, EUROP ASSISTANCE FRANCE cannot be held responsible for damage resulting from viruses in any form, bug(s), or any program or application that would be incompatible with the infrastructure used by the Beneficiary, nor any damage sustained by the Beneficiary due to a breakdown, maintenance interruption, technical problem, interruption of the telephone network or telecommunications networks, overcharging, negligence or fault of third parties or the Beneficiary or incompatibility of the computer configuration of the Beneficiary.

The Beneficiary is responsible for implementing on their computer system a solution and security measures to prevent the spread of viruses.

It is up to the Beneficiary to check the adequacy of the Services and contents offered via the Platform to their needs. The Beneficiary is solely responsible for any decision of any nature, taken from information provided within the Content or Services offered via the Platform.

6. RESPONSIBILITIES

6.1. Responsibility of the Beneficiary

The Beneficiary remains fully and personally responsible for the use of the Platform under the conditions of common law.

The Beneficiary is responsible for:

- keeping their passwords and usernames strictly confidential and not to disclose them to third parties, and, in general, to any third party regardless of their professional qualities and activities;
- respecting access management, in particular, not to use the passwords and usernames of another Beneficiary, nor to seek such information;
- warning EUROP ASSISTANCE FRANCE of any technical malfunction and any anomalies found, such as intrusions;
- using the Platform in compliance with the legal and regulatory provisions in force and in compliance with the stipulations of these GTC.

Moreover, it is the Beneficiary's sole responsibility to check that the Services and Content offered through the Platform meet his/her requirements. The Beneficiary is solely responsible for any decision of any kind whatsoever that he/she may make on the basis of information given in the Content and/or the Services and/or any other information available on the Platform.

6.2. Responsibility of EUROP ASSISTANCE FRANCE

EUROP ASSISTANCE FRANCE is bound by a best efforts obligation as regards the implementation of the Platform.

The Platform is used under the sole responsibility, control and management of the Beneficiary. EUROP ASSISTANCE FRANCE can in no way be held responsible for any direct or indirect damages, whatever they may be, resulting from the use by the Beneficiary of the Platform and Services in any capacity and under any circumstances whatsoever.

As such, the Beneficiary undertakes to validate the adequacy of the Platform and the Services to its needs, and to use the Platform and the Services under normal conditions and in accordance with its purpose.

EUROP ASSISTANCE FRANCE is in no way responsible for the quality, timeliness, completeness and truthfulness of the data entered by the Beneficiary, under its sole responsibility, control and management.

IN NO EVENT SHALL EUROP ASSISTANCE FRANCE MAKE ANY VERIFICATION OR AUDIT OF THE CONSISTENCY OR RELEVANCE OF THE DATA ENTERED BY THE BENEFICIARY WITHIN THE PLATFORM WHEN USING THE SERVICES.

The Beneficiary is therefore informed that EUROP ASSISTANCE FRANCE will not be liable for damages resulting from:

- the use made by the Beneficiary of the Content made available to them within the Platform and through the Services and in particular the interpretation that will be made by the Beneficiary and the consequences of their use;
- the disclosure by the Beneficiary to third parties of their username and/or password;
- the use by the Beneficiary of the passwords and code of another user;
- the registration by the Beneficiary of incomplete, erroneous information;

EUROP ASSISTANCE FRANCE will not be held responsible for any non-performance or delay in the performance of the Services, caused by events beyond its control or force majeure within the meaning of the definition of the Civil Code.

The execution of these GTC will be suspended as long as the case of force majeure and the execution periods of the Service will be extended accordingly. EUROP ASSISTANCE FRANCE will endeavour as far as possible to put an end to the case of force majeure or to find a solution enabling it to fulfil its contractual obligations despite the case of force majeure.

7. LIABILITY LIMITS REGARDING THE PLATFORM

The information provided in the Platform is provided for general and documentary purposes. EUROP ASSISTANCE FRANCE declines any responsibility as to the use, the interpretation that could be made of the information published in the Platform and their possible consequences.

It is specified that EUROP ASSISTANCE FRANCE cannot be held responsible for direct or indirect damage, material or immaterial, resulting from the use of the Platform or the impossibility to access it, or from a malfunction, an interruption, a virus, or a problem related to the connection or system, acts related to third parties, case of force majeure or fortuitous events, preventing the access to the site or one of its features.

The site connection equipment used by the Beneficiary remains under their sole responsibility. They must take all appropriate measures to protect their equipment and their own data, particularly in the event of viral attacks via the Internet. They are also solely responsible for the sites and data they consult.

EUROP ASSISTANCE FRANCE cannot be held responsible in case of legal proceedings against the Beneficiary:

- because of the use of the site or any service accessible via the Internet;
- due to non-compliance with these GTC.

EUROP ASSISTANCE FRANCE is not liable for damages caused to the Beneficiary, third parties and/or their equipment due to the connection or use of the Platform.

8. INFORMATION AVAILABLE ON THE PLATFORM

The information available on the Platform is given for general and documentary purposes. Europ Assistance France shall not be liable for any use or interpretation of the Content or of the information published on the Platform and any consequences thereof. Under no circumstances should they be taken as an advisory service by Europ Assistance. In particular, information relating to health cannot therefore replace a personalised consultation with a health professional in any way. Lastly, the Content and/or the information may be modified or updated without notice. With regard to the Medical Network database in particular, and any equipment, information and documentation relating thereto are provided to Beneficiaries "as is" and "as available" on the Platform. To the extent permitted by the applicable regulations, the Medical Network database and its contents are provided without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third party rights. The Beneficiary understands that the Medical Network database that is available on the Platform lists a certain number of medical service providers to provide him/her with information that could be useful during these professional missions. In addition, the Beneficiary understands that these medical service providers are third party providers and that this database is provided only as additional information available from the Platform.

Accordingly, Europ Assistance does not guarantee and is not responsible for the accuracy of the information provided by and/or the quality of the medical care received in a medical facility, clinic or service provider included in the Medical Network database. This list of institutions, clinics and medical care providers does not guarantee the provision of medical care, the obtaining of third-party payment services or the acceptance of the Beneficiary in the establishment of the third-party provider.

The Beneficiary alone may decide to directly contact all the medical service providers listed in the Medical Network database provided for information by Europ Assistance, and request the services offered by said service providers. The Beneficiary therefore understands that a direct contract ties it to said third-party medical service provider under specific terms and conditions between the service provider and the Beneficiary that are separate from this agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Platform Services and Content

All Content and Services accessible through the Platform and Services are protected by intellectual property rights, owned or claimed by EUROP ASSISTANCE FRANCE, its entities related or used by EUROP ASSISTANCE FRANCE with the authorisation of the holders of these rights.

These Services and Content are exclusively intended for the personal information and use of the Beneficiary who benefits from a private, non-collective and non-exclusive right of use.

Except with the express prior authorisation of EUROP ASSISTANCE FRANCE, all reproductions, representations and uses by the Beneficiary other than those referred to above, and in particular:

- any adaptation, making available to the public at its request or not, distribution, rebroadcasting in any form whatsoever, networking, public communication, free of charge or not, all or part of the works, services, brands and all elements protected or susceptible to protection by the intellectual property right reproduced within the Platform and the Services;
- any link, access, modification, addition, deletion that relates to the online publishing automated processing system and modifies the conditions of publication or the editorial policy.

Any failure by the Beneficiary with respect to these obligations constitutes an infringement punishable by Articles L.335-2 et seq. of the Intellectual Property Code.

9.2. Database

In accordance with the provisions relating to the protection of databases, EUROP ASSISTANCE FRANCE is the producer and owner of all or part of the databases comprising the Platform.

By accessing this Platform, the Beneficiary acknowledges that the data constituting it is legally protected; it is prohibited to extract, reuse, store, reproduce, display or preserve, directly or indirectly, on any medium, by any means and in any form whatsoever, all or part of the content of the databases within the Platform to which it has access as well as to extract or repeatedly and systematically reuse qualitatively and quantitatively non-substantial parts when these operations clearly exceed normal conditions.

10. DISTINCTIVE SIGNS AND TRADEMARKS

Unless otherwise specified, all trademarks used within the Platform are the property of EUROP ASSISTANCE FRANCE or its partners.

Except with the express prior authorisation of EUROP ASSISTANCE FRANCE and/or its partners, any use of this mark as well as any other trademarks, figurative or not, visualised belonging to EUROP ASSISTANCE FRANCE or to third parties exposes the Beneficiary to legal proceedings.

11. COOKIES

The information on cookies used within the Platform is specified in the Privacy Policy.

12. HYPERLINKS

The establishment by the Beneficiary of any hyperlinks to all or part of the site is strictly prohibited, unless prior written authorisation is given by EUROP ASSISTANCE FRANCE, requested by email to the following address:

trip@europ-assistance.fr

EUROP ASSISTANCE FRANCE is free to refuse granting this authorisation without having to justify its decision in any way. In the event that EUROP ASSISTANCE FRANCE grants its authorisation, this is in all cases only temporary and may be withdrawn at any time, without any obligation to justify it to EUROP ASSISTANCE FRANCE.

In any case, any link must be removed upon simple request from EUROP ASSISTANCE FRANCE.

Any information accessible via a link to other sites is not under the control of EUROP ASSISTANCE FRANCE, which declines all responsibility for their content.

13. PERSONAL DATA OF THE BENEFICIARY

The data communicated to EUROP ASSISTANCE FRANCE within the framework of the use of the Platform are the subject of processing within the meaning and in the respect of the Act of 6 January 1978.

In this context, the data controller is EUROP ASSISTANCE FRANCE.

All information concerning the processing of the Beneficiary's data, their purposes, the rights of the Beneficiary and the obligations of EUROP ASSISTANCE FRANCE are detailed in the Privacy Policy published on the Platform.

14. AGREEMENT IN RELATION TO PROOF

EUROP ASSISTANCE FRANCE and the Beneficiary accept that the following proof will be admitted in case of dispute:

- the means of identification (user e-mail, passwords, etc.) used on the Platform, as well as the signatures and identification procedures they express;
- the electronic signatures used and the conventions concluded thanks to these signatures within the framework of the Platform as well as stipulations accepted between the parties;
- the connection data relating to actions carried out on the Platform by the Beneficiary;
- all or part of the Content from the Beneficiary Space is deemed to be attributable to it;
- electronically certified dates of any Content;
- Content, emails, acknowledgments of receipt exchanged and generally any information or data related to the use of the Platform;
- the verified digital identity of the Beneficiary.

15. WAIVER

No failure on the part of any party to exercise any right power or privilege hereunder, shall operate as a waiver thereof.

16. SEVERABILITY

Should one or more of the provisions of the GTC be declared null and void in any way and for any reason, they shall be deemed not written and the other provisions herein shall remain in full force and effect.

17. DISPUTE – AMICABLE SOLUTION

The Beneficiary can address any complaints to the contact person whose contact details are given below:

Europ Assistance France
Service Qualité – Réclamation
11-17. Avenue François Mitterrand
93210 Saint Denis – France