

AXA - GLOBAL HEALTHCARE (UK) LIMITED APP –TERMS

These terms of use ("**Terms of Use**") were last updated on [5th August 2024].

KEY TERMS YOU SHOULD KNOW

The AXA – Global Healthcare app is provided by The CareVoice Limited, a company registered in Hong Kong SAR with the company number 61678482-000-07-22-A (the "**App**") and will provide you with access to a range of our services, and those from others in the AXA Group and third-party providers. The App doesn't provide you with clinical / medical services. All clinical and medical services will be provided through a third-party service provider and will be governed by the Teladoc Health terms and conditions – available within Virtual Care section of the App. The App doesn't change any insurance policies you have with the AXA Group. Your insurance policy is underwritten by the insurer specified in your policy documents.

If you choose to receive third party services through the App, the third-party provider will be responsible to you for such services and can apply their own Terms and Conditions and privacy policies to your use of their services.

Your privacy and data security is very important to us. Personal information you input or access on the App does not affect medical insurance or benefits that you have with any of the AXA Group. More information on how data is handled is in our Privacy Policy: <https://www.axaglobalhealthcare.com/en/about-us/privacy-and-legal/>

You will need to use the App in a reasonable and acceptable way. The App may change, and we don't guarantee that the App or any service in the App will always be available.

Many services on the App are free. Where there are services that we collect payment for through the App, you can cancel them at any time, and we will not take any further payment from you for those services. You will not receive a refund of amounts already paid. If you make payment direct to a third-party provider (rather than through us), you will need to contact that provider for any cancellation or refund requests.

Please contact us if you have a question or problem with the App or the services on it. If you have problems with a third-party service, then we will try to help but may need to refer you to the third-party provider.

1. PLEASE READ ON FOR TERMS THAT APPLY TO YOUR USE OF THE APP.

1.1. Welcome to the AXA - Global Healthcare app, provided to you by **AXA - GLOBAL HEALTHCARE (UK) LIMITED**. These Terms of Use tell you the terms on which you may make use of the AXA - Global Healthcare app (the "**App**").

1.2. Please read these Terms of Use carefully before using the App. By installing and using the App, you are accepting and agreeing to:

1.2.1. these Terms of Use;

1.2.2. our Privacy Policy which sets out how we process any personal data we collect from you, or that you provide to us; and

1.2.3. any third-party provider privacy policies and terms and conditions when using third party services -- see **Section 3 (Third Party Services)** below.

1.3. The Terms of Use will apply to the relationship between us and you for use of the App from when you first access the App (by downloading it), until you delete it and cease to be registered with us. If you do not agree to any of these, you should not download or use the App. If you are unclear about its contents, please contact us -- details can be found in **Section 17 (Contact Us)** below.

1.4. References in these Terms of Use to "**we**", "**us**", "**our**" or "**AXA**" refer to **AXA - GLOBAL HEALTHCARE (UK) LIMITED** and references to "**you**" and "**users**" refer to any users of the App. "**AXA Group**" refers to AXA UK plc and its subsidiary companies.

1.5. These Terms of Use do not change, form part of, or supplement, the terms of any insurance that you hold with a member of the AXA Group. The App is a separate service.

2. USE OF THE APP

2.1. The App is provided on a personal and non-exclusive basis for use by you and your insured dependents, in relation to your and their own health and wellbeing. It is not for you to use for business purposes, or for you to make available to any other third party or commercial organisation.

2.2. The App may only be used by those who:

2.2.1. are 16 years of age or older (some features and services within the App for Virtual Care are only available to those 18 years of age or older)

2.2.3. have not been suspended or removed from the App or any other AXA Group services or products; and

2.2.4. comply with these Terms of Use.

2.3. The App includes the following main functions, which may change from time to time: registration, log-on, view personal details, delete account, password reset, accessing the help centre, viewing Terms & Conditions, changing the language in which the app operates, logout, viewing existing claims, viewing policy documents, viewing policy information, viewing cover allowance, viewing digital card, authorising new treatment, submitting invoices, finding medical providers, together with the

2.3.1. access to relevant content and information curated by AXA as well as provided by Providers (defined below).

2.3.2. ability to access your AXA insurance policy ("**Policy**") and associated documents.

2.3.3 access to insurance services related to your Policy.

2.3.4. access to relevant third-party products and services.

2.3.5. access to wellness and ongoing services.

2.4 The App also provides insurance and claims functions.

2.5. The App does not constitute a medical device under the applicable law.

2.6. Access to some functions within the App may depend upon options that you select (or your employer selects, if insurance with AXA Group is a benefit available through your employer) when taking out insurance with a member of the AXA Group and may therefore change from time to time.

2.7. We aim to make the App as accessible as possible. If you have any difficulties when using it then please contact us via the details in clause 17 'Contact Us'.

3. THIRD PARTY SERVICES

3.1. Provider Services:

3.1.1. Certain products, services, content and information available on the App ("**Provider Services**") are provided by third party providers, including other companies in the AXA Group ("**Providers**") -- this can range from those that provide information to you through the App to those that we connect you with to access their services (clinical or otherwise). To enable the App to work with these Provider Services, you instruct us (through the App) to do the following on your behalf only in relation to those Providers whose services you have chosen to receive:

- (a) securely connect to your Providers. When we do this, you will usually be redirected to the Provider controlled part of the App or a separate website or mobile application.
- (b) Share, retrieve and collect information held by you (as an example from Apple Health or Google Health) to process or display it or related information for you in the App (e.g. to show how regularly you use a particular service or provide insights). More information on this is in our Privacy Policy.

3.1.2. Additional terms and conditions between you and the Provider will govern your use of any Provider Services ("**Provider Terms**"). You will typically be asked to accept the Provider Terms when re-directed to the Provider from the App and/or when you opt to receive Provider Services. The terms and conditions that apply to your Provider Services will remain in effect with each of your Providers, and these Terms of Use do not change them.

3.1.3. Any contract entered into, and any transaction completed as part of a Provider Service is between you and the relevant Provider and not us. We are not bound by the Provider Terms.

3.1.4. As the Provider Services are supplied by the Providers, we shall have no responsibility or liability for: (i) the access to, or availability of, any Provider Services; or (ii) any problems or losses (whether direct or indirect) that arise in connection with the Provider Services or the information that we receive about you from Providers.

3.1.5. You should contact the relevant Provider directly (and refer to the Provider Terms) in relation to any complaints or issues regarding Provider Services.

3.2. Third party services generally:

3.2.1. The App may contain information provided by third parties (such as your Providers but also others). It is the responsibility of these respective third parties to ensure this information is reliable and accurate and we accept no responsibility or liability for such information as set out in **Section 11 (Our Liability)** below. Please do verify the accuracy of any information before relying on it.

3.2.2. The App may contain links to third-party websites or apps (including Providers and others) ("**Third-party Sites**"). Third-party Sites are not under our control, and we are not responsible for their content, actions or privacy policies (if any). You need to make your own judgement on any Third-party Sites, 3.2.3. You are solely responsible for any third-party applications that you install or connect with the App (such as activity monitors, calorie counters or step counters). We are not responsible or liable for any disclosure, modification or deletion of any data you share with third-party applications. You may only install or use third party applications with the App in the manner permitted by us.

3.2.4. The distribution channel partner (e.g the Apple App Store) from which you access the App may set terms and conditions which you must comply with -- please read these terms carefully. We have no control over, and are not responsible, for such additional terms and conditions. The distribution channel partner is not party to these Terms of Use and is not responsible for the App.

4. ACCESSING THE APP

4.1. Keeping your account secure:

4.1.1. You need to register on the App to use the services available through it.

4.1.2. When you register, this will create a user account (your "**User Login**") and you can choose your own password. You must keep your password secret.

4.1.3. At registration, a phone number must be provided. This will be used to send One Time Passcodes (OTP) for identity verification and user protection against malicious attacks.

4.1.4. Unless it's our fault, you are responsible for unauthorised access to any of your accounts resulting from shared access to your device or other people having access to your User Login or password.

4.1.5. If you find out or suspect that your User Login or password has been lost, stolen, or someone has used it without your permission, you will need to reset your password in the login screen or in the "My Profile" section. You may also need to inform your Providers (described in Section 3) if the security of any Provider Services may have been compromised.

4.2. The App as a mobile application:

4.2.1. You accept responsibility for the use of the App (including data or mobile network charges) and any service on or in relation to any device, whether or not it is owned by you.

4.2.2. The App is compatible to use on devices running the current and recent iOS and Android versions. It may not work on older versions.

4.2.3. In order to use the App, you must have a compatible device and internet data access. If you're using a device you don't own, you must obtain permission from the owner of the device before you download or use the App. You must also logout when finished using the foreign device, to prevent access from other users, you should not enable biometric authentication when access the app from a device you do not own.

5. ACCEPTABLE USE

5.1. Your use of the App is subject to the following terms listed in this section 5. If we find any evidence that a user has breached any of the following terms we may terminate your usage of the App immediately.

5.2. When creating an App profile, users must enter their real birth dates. We don't allow impersonation of others or other behaviour that is misleading or intended to be misleading.

5.3. General prohibited uses:

5.3.1. You must not allow any other person to use the App under your User Login.

5.3.2. You must not infringe intellectual property rights in relation to the App, or your use of it.

5.3.3. You may not use the App:

- (c) in any way that breaches these Terms of Use, any applicable third-party terms of agreement, or any applicable law (including export control laws);
- (d) in any way that is unlawful, fraudulent or malicious, or has any unlawful, fraudulent or malicious purpose or effect;
- (e) for the purpose of harming or attempting to harm others (including minors) in any way; and
- (f) to send, or allow the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of inappropriate content.

5.3.4. You will not, nor allow third parties on your behalf to:

- (a) reproduces, duplicate, copy, rent or re-sell any part of the App in breach of these Terms of Use;
- (b) interferes with, damage or disrupt: (i) any part of the App; (ii) any equipment or network on which the App is operated; (iii) any software used in the provision of the App; or (iv) any equipment or network or software owned or used by any third party;
- (c) use the App in connection with any data mining, robots or other data gathering or extraction methods;
- (d) reverse engineer, disassemble, de-compile, modify, translate, use for competitive analysis or create or derive works from the App, or any software code attached to it; or
- (e) use the App for anything other than its intended purpose.

5.3.5. You must not misuse the App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

5.3.6. You must not attempt to gain unauthorised access to the App, the server on which the App is stored, or any server, computer or database connected to the App.

5.3.7. You must not attack the App via a denial-of-service attack or a distributed denial-of service attack.

5.3.8. By breaching these terms, you may commit a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the App will cease immediately.

5.4. Your information and content:

5.4.1. You are responsible for the information you provide to us and your Providers. Information you give must be accurate and complete to the best of your knowledge and it is your responsibility to correct it with us or your Provider if there are errors so that the App can work well for you.

5.4.2. You are responsible for the material that you submit to any available forums or discussion / feedback tools, and we do not accept any responsibility or liability for the content or accuracy of your material or any liability in respect of any material submitted by users and published on the App.

5.4.3. AXA has sole discretion as to whether it publishes any material you submit to any forums or discussion / feedback tools and AXA may make additions or deletions to any such material prior to publication, after publication or to refuse publication. AXA may choose to (but is not required to) review, edit, move or delete any material submitted by users on the App at any time. Note that content on any forums or discussion / feedback tools are not private. AXA will not return material if submitted to the App and is not responsible for keeping such material in safe custody.

5.4.4. Any information content provided by you must not:

- (a) be defamatory of any person;
- (b) be obscene, offensive, hateful or inflammatory;
- (c) promote sexually explicit material;
- (d) promote violence;
- (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) infringe any copyright, database right or trademark of any other person;
- (g) be likely to deceive any person;
- (h) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) promote any illegal activity;
- (j) be in contempt of court;
- (k) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (l) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (m) impersonate any person, or misrepresent your identity or affiliation with any person;

- (n) give the impression that the content comes from AXA, if this is not the case;
- (o) relate to any ongoing or pending criminal trial anywhere in the world, or advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- (p) contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
- (q) contain any advertising or promote any services or web links to other apps; or
- (r) contain the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual.

5.4.5. You must not place anything on the App that may constitute a criminal offence or give rise to civil liability or that otherwise violates any national or international law or regulation anywhere in the world.

5.4.6. You acknowledge that AXA has no obligation to respond to your questions or comments.

5.5. Materials provided by others:

5.5.1 You agree that AXA is not responsible or liable to you for any material submitted by others, including defamatory, offensive or illicit material.

6. INTELLECTUAL PROPERTY

6.1. IP in our material:

6.1.1. The AXA logo is a registered trademark of AXA S.A. which claims trademark rights in the logo.

6.1.2. All trademarks, copyright, database rights and other intellectual property rights of any nature in the App (including its appearance and branding), together with the underlying software code, are owned by the AXA Group or its licensors. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. We may also use third party developed, and open source, software code in the App.

6.1.3. AXA grants you a revocable right to use the App for your personal (non-commercial) use in accordance with these Terms of Use. No other or wider right or license is granted.

6.1.4. You may retrieve and display content from the App on a computer screen, mobile device, smartphone or tablet and print individual pages on paper and store such pages in electronic form on disk for your own personal, non-commercial use.

6.1.5. You must not modify materials from the App or use any forecasts, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on the App must always be acknowledged.

6.2. IP in your material:

6.2.1. You grant AXA a non-exclusive, perpetual, royalty-free licence to use, reproduce, modify, translate, transmit, distribute and sub-licence any content you submit in any format, and you warrant to AXA that any material you submit is your own work and that you own the copyright and all relevant rights.

6.2.2. You are responsible for ensuring that any material you submit to the App (including text, photographs and sound) does not violate the copyright, trademark, trade secret or any other personal or propriety rights of any third party, wherever in the world enforceable.

6.2.3. If you believe that your work has been copied and is accessible on any AXA website in a way that constitutes copyright infringement, or that the App contains links or other references to another online location that contains material or activity that infringes your copyright, please contact us immediately -- details can be found in **Section 17 (Contact Us)** below.

6.2.4. This **Section 6.2** does not apply to your personal data, the use of which is governed by our Privacy Policy.

7. SURVEYS AND CONTESTS

7.1. From time to time the App may request information from users via surveys, contests or for a particular service (e.g. newsletter).

8. DATA PROTECTION

8.1 Any personal information you supply to us (and which we collect from you or other sources) when using the App will be used and protected by us in accordance with our Privacy Policy: <https://www.axaglobalhealthcare.com/en/about-us/privacy-and-legal/> and <https://www.axaglobalhealthcare.com/fr/qui-sommes-nous/donnees-personnelles/>

9. OPERATION OF THE APP

9.1. We try to ensure that the App is available to you at all times, although we can't promise that it will always be available or work perfectly. These events are sometimes outside of our control. For example, we rely upon your Provider's systems working properly, enabling us to securely connect, retrieve and display selected information.

9.2. We operate the App using a reasonable level of skill and care. However, we cannot and do not promise that: (i) the information, content or materials displayed on the App are accurate, sufficient or error-free; or (ii) the information on our system is, when accessed, up-to-date or complete.

9.3. We cannot promise that the App is free of viruses or technical defects, and we accept no responsibility or liability for any technical problems arising from your use of the App. We will not be responsible or liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of the App or to your downloading of any material posted on it, or on any website or application linked to it.

9.4. You are responsible for configuring your information technology, computer programmes and devices to access our App. You should use your own virus protection software. It is also recommended that you arrange to backup data regularly. If you

have particular concerns, please seek specialist advice about the use and security of computer equipment, downloads and the avoidance of viruses.

9.5. The App is provided "as is" and "as available". As far as is permitted by law, we do not give any implied warranties with regard to the App. Other than as expressly set out in these Terms of Use, neither AXA nor its suppliers or distributors makes any promises, either express or implied, about the App. For example, we do not make any commitments about specific functions or services being maintained, reliability, availability or the ability to meet your needs.

10. CHANGES TO THE APP

10.1. We may update the App (e.g., changing the format or content of the App) or changing the services (including available Provider Services) at any time.

10.2. Depending on the update, when using the App as a mobile application, you may not be able to use the App until you have downloaded the latest version and accepted any new or additional terms.

11. OUR LIABILITY

11.1. Important points:

11.1.1 The App and available Provider Services enables you to access your Policy and associated documents, including providing insurance and claims related functions.

11.1.2. You understand and agree that: (i) neither AXA nor any member of the AXA Group provides professional medical advice of any kind via the App; and (ii) the use of any advice or any other information on the App is solely at your own risk and without AXA Group liability of any kind to the extent permitted by law. If you think you may have a medical emergency, call your doctor immediately or your emergency services number.

11.1.3. These Terms of Use do not affect your rights or obligations under any Provider Terms.

11.1.4 The App is provided to you free of charge. As such, we are not liable to you under or in connection with these Terms of Use or your use of the App (whether in contract, tort (including negligence) or any other cause) except as set out in Section 11.1.5 below.

11.1.5. Nothing in these Terms of Use excludes or limits our liability for: death or personal injury caused by our negligence; our fraud or fraudulent misrepresentation; if we deliberately breach these Terms of Use in a major way that is designed to harm you; or any obligation under the applicable law that we cannot exclude (or limit, to the extent that it cannot be limited). Your statutory rights are not affected.

11.1.6. See **Section 3** above in relation to responsibility and liability for Provider Services.

11.2. Your responsibility

11.2.1. You agree to reimburse AXA in full and permanently against any third-party liabilities, claims, costs, loss or damage incurred by any member of the AXA group as a result of your breach of, or failure to comply with, these Terms of Use or as a result of your use of the App or Provider Services.

11.2.2. You agree to reimburse AXA against all legal fees, damages and other expenses that may be incurred as a result of your breach of **Section 11.2.1** above.

12. YOUR RIGHT TO CANCEL

12.1. You may also terminate your use of the App at any time by following the instructions in the App to close your account and then by deleting the App from your device. Additionally, you may need to follow the process outlined above to cancel Third Party Services that you have subscribed to.

13. TERMINATION BY AXA

13.1. We do not promise to continue to make the App available in any particular form. We may remove or disable access to the App, or close it indefinitely, at any time.

13.2. We may terminate your access to the App, for any reason, without notice and accept no liability for doing so. We might take this action if you breach these Terms of Use, if we wish to withdraw some or all of the App or restrict access to particular user groups, for compliance, and in other circumstances where we believe that there is a valid reason (such as for risk or fraud management).

13.3. If we end your use of the App then:

(a) the rights granted to you in these Terms of Use end;

(b) you must stop use of the App;

14. PROBLEMS, QUESTIONS & COMPLAINTS

14.1. Please contact us if you have a question or problem. This gives us the opportunity to seek a suitable solution. It also gives us the opportunity to improve its service to you and other users. We aim to handle all problems, questions and complaints efficiently and quickly. If you have questions, problems or complaints, regarding the App then please submit them to customercare.agh@axa.com and include the following information: your name, telephone number; the email address you have used to register for the app; and a description of your concern.

15. CHANGES TO THESE TERMS

15.1. Please review these Terms of Use frequently as they are subject to change. AXA may amend, update, or replace these Terms of Use at any time. Any such amendment, update, or replacement shall be effective once the revised Terms of Use have been posted on the App. Your use of the App signifies your acceptance of the Terms of Use applicable at the time you access the App.

15.2. We will act fairly and reasonably when we make these changes. The most common reasons that they will happen are if:

15.2.1. we're changing the way that an existing part of the App operates, introducing new functionality, or withdrawing functionality; 15.2.2. we're changing the Providers and Provider Services available on the App;

15.2.3. we consider that we should take account of developments (or changes we reasonably expect to happen) in technology, security or industry standards and norms;

15.2.4. there are changes in the way that we operate (which could, for example, lead to some aspects of the App becoming subject to a charge) or we think that we should explain something more clearly; or

15.2.5. there is a change in law (including industry codes) that we follow, or in response to decisions of a regulator or court.

15.3. If you don't want to accept the revised Terms of Use, you can close your App account at any time but the revised Terms of Use will apply to you until you do so.

16. OTHER IMPORTANT TERMS

16.1. We may transfer our rights and obligations under these Terms of Use to another organisation, but this will not reduce your rights or those obligations. You may not transfer your rights or obligations to another person.

16.2. Third parties (for example, distribution channel partners such as Apple or Google) may be third party beneficiaries of these Terms of Use, which means they may enforce these Terms of Use against you directly.

16.3. If we don't insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. Any waiver would need to be given by us in writing.

16.4. Each of the conditions of these Terms of Use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

16.5. Under the Terms of Use and Privacy Policy and their subject matter and formation, AXA and you are free to choose the law that applies to this App. The laws of England and Wales will apply unless you and AXA agree otherwise.

17. CONTACT US

17.1. We will normally contact you using the email address which you use to create your User Login, using notifications within the App, or using push notifications through your device. We will do this to keep you informed of matters relevant to the App, where we need to in order to comply with our legal obligations - further details are shown in our Privacy Policy. Please remember to tell us if your details change. If we discover or suspect fraud or a security threat, we will need to contact you. Equally, for security reasons, we may block use of the App if we are unable to contact you or don't receive a response when we try to do so.

17.2. The easiest way for you to contact us is to email us at customercare.agh@axa.com

Please address any postal mail to us at the following address: AXA Global Health International House, Forest Rd, Tunbridge Wells TN2 5AL. To contact us by telephone, please call +44 (0)1892 503 856. If you contact us, then please provide your preferred contact details to enable us to respond.

17.3. When communicating with us (including by telephone) it is common for us to monitor and keep a record of that communication for quality and training purposes.

17.4. These Terms of Use, Privacy Policy are drawn up in the English language. Where possible we will use the local language of your policy for written and verbal communication between you and us. However, where this is not possible, English will remain as the primary language.

18. COMPANY INFORMATION

Name: AXA Global Healthcare (UK) Limited

Registered office: 20 Gracechurch Street, London, EC3V 0BG United Kingdom

Registered in England Number 03039521

Authorised and regulated by the Financial Conduct Authority

