

Dail Healthcare - Limitation of liability

General. Welcome to the website Dail Healthcare of Inter Partner Assistance nv, Louizalaan 166, B 1 - 1050 Brussels - Belgium (Tel.: +32.(0)2.550.04.50 / Fax.: +32.(0)2.552.52.24
Insurance company authorised under code number 0487 and registered with company number RPR Brussels - BE 0415.591.055, hereafter called "Axa Assistance".

Information and liability.

By validating your registration and/or amendments or adjustments, you declare that the information that you share is correct and complete. You also commit to regularly check the correctness of the information that you provided during or after your registration and to complete this and, if necessary, to correct the inaccuracies or outdated information or to contact AXA Assistance to implement the necessary corrections. AXA Assistance declines all responsibility for the inaccuracy of the personal data that you have registered in Dail Healthcare and/or have provided in this manner.

It also remains your prime responsibility to protect the safety of your user name (user ID) and your password (password). You will also take all necessary measures to protect these and to prevent each notification or announcement of these to third parties. AXA Assistance declines any responsibility in case of malevolent, fraudulent or unlawful use of your user name and password.

AXA Assistance expressly reserves the right to amend the information on the website, the presentation and the architecture of it at any time. AXA Assistance undertakes to make its best endeavour to - in as far as possible - limit the disadvantages caused by mistakes, technical problems or updates. AXA Assistance however does not guarantee the proper operation of the website and can never be held liable for the proper operation or temporary (un)availability of the website or for any form of damage caused by this or from the access to the website or the usage thereof. Except where this is expressly prescribed by law, AXA Assistance does not undertake any responsibility or liability for the documents or information provided by third parties on the website Dail Healthcare.

Usage. You undertake to:

- a) use the website as a prudent man, in accordance with the general applicable legal and contractual terms and conditions and in accordance with the objectives and functionalities of the website Dail Healthcare;
- b) not to use the information on the website in an unlawful, unauthorised or fraudulent way nor in a way which infringes the rights of AXA Assistance or of third parties;
- c) not to make use of the website in a manner which damages the website itself or the software or hardware or content in connection to this website or whereby the function of the website is entirely or partially, temporarily or permanently, prevented or interrupted.

AXA Assistance denies all responsibility in case that the website Dail Healthcare is used in a manner that is not in accordance with the above mentioned obligations. She also reserves the right to temporarily or permanently exclude every user who violates these obligations.

Automatic storage of non-personal data. During your visit to the website, non-personal data such as the browser type, the IP address, the platform as well as 'cookies' can be placed on the hard disk of your computer to adjust the site to your requirements as a returning visitor. These data or the cookies will not be used to track the browsing behaviour of visitors to the websites on other websites. Internet browsers such as Internet Explorer® or Netscape Navigator® allow you to prevent the usage of cookies, to receive a warning when a cookie is installed or to remove the cookies at a later stage from your hard disk. Please note that browsing the website will be less easy or even impossible when you reject cookies. Please consult the help function of your internet browser thereto.

Provision and registration of personal data. During your visit you have the possibility to

- a) complete forms for which you need to provide certain data (for instance the personal data of a new member, the contact data, the request to open a claim, etc.);
- b) send an email with certain data to AXA Assistance. Hereby the email address and the data provided by AXA Assistance will be kept in a database and will be processed for purely internal purposes, such as the management of insurances, customer management, direct marketing, statistic and actuarial studies, the combating of fraud/money-laundering/financing of terrorism and the management of disputes and

contestations. The provided data can, however, also be transferred to third parties or the partners or companies connected to AXA Assistance.

Privacy protection, safety regulations, right of access and control. AXA Assistance undertakes to the best of its ability to guarantee the protection of all personal data via technical safety instructions and an adequate safety policy regarding all her employees, subcontractors and external service providers. We ask to thoroughly read the content of the form « Privacy policy » available on the website Dail Healthcare.

Intellectual ownership rights. All texts, documents, drawings, images and data (hereafter generally called 'information') as well as the designations, trading names, domain names, brand names, logos, databases and the underlying technology as well as the other parts of this website are protected by intellectual rights and belong to AXA Assistance or third parties. For all these parts you only possess a user right (non-exclusive license), personal and private, but you do not possess any ownership rights in it. This user right only provides you with the right to get access to the content of Dail Healthcare, to consult it and to use the services provided on Dail Healthcare in a normal and adequate manner. Normal usage includes in principle the management of your profile and of those affiliated to your Health Care contract, access to, the consultation of and the management of certain documents and information with regards to your contract. Therefore it is not allowed to perform any other actions or manipulations regarding the architecture, content or presentation of Dail Healthcare, and you are also not allowed to put it (neither free nor against payment) at the disposal of a third party who is not an affiliate and/or for any other reasons than the management of the cover offered within the framework of your Health Care contract.

With the exception of the actions forming part of your user right, you are explicitly not allowed to reproduce, process, amend, publish, distribute, send, sell or in any other way transmit to third parties, the information, designations, trade names, domain names, brand names, logos, databases and the underlying technology and other components offered via this website. You are also not allowed to:

- a) request and/or reuse all content of Dail Healthcare or part of it, neither qualitative nor quantitative, in any form or via any means, without the prior and written authorisation by AXA Assistance;
- b) to repeatedly and systematically request and/or reuse one or more non-substantial parts of the content of Dail Healthcare, regardless in which form and via which means, without the prior and written authorisation by AXA Assistance, if this request or reuse is contrary to the normal usage of the portal site or if this would damage the legal interests of AXA Assistance in an unreasonable manner.

Links to other websites. The website contains or could contain hyperlinks to websites or pages of third parties or of partners (for instance customers, service providers, providers of complete solutions or software, public institutions) or could refer to this indirectly. The display of links to said websites or pages in no way implies the implicit approval of their content. AXA Assistance expressly declares that she has no influence over the content or other features of these websites and can in no way be held responsible for the content or the features of these websites or for any other form of damage following the usage of these websites.

Applicable law and jurisdiction. All comments regarding these general terms and conditions should be addressed to customer.care.bnl@axa-assistance.com. Save where the mandatory provisions of the law provide otherwise, the Belgian law applies to these terms and conditions. In case of disputes only the courts of Brussels have jurisdiction.