

## License and terms of use for the "Allianz Travel" app

Status: April 2021

The following conditions apply to the use of the "Allianz Travel" app. Please read this carefully before accepting them and proceeding with registration.

**Note:** This app is not a substitute for medical advice or treatment. Call the local emergency number immediately if you are in a medical emergency.

The general insurance conditions and their exclusions apply to insurance benefits.

We aim to ensure that the information in this app is always useful and we are working to keep the content as up-to-date as possible. However, when entering into this user agreement, there is no claim to the completeness of the information provided.

You can find a PDF version of these terms and conditions [here](#) for printing or saving.

### 1. Subject of the app

These license and terms of use ("**Terms of Use**") regulate your access to and your use of the "Allianz Travel" app (collectively "**App**").

The provider of the app is AWP P&C, S.A., branch for Germany based in Bahnhofstraße 16, 85609 Aschheim ("**Allianz**", "**we**", "**us**").

1.1. You can use the app installed on a mobile device (e.g. smartphone or tablet) to access information about your insurance coverage and other topics relating to your trip before and during your trip.

1.1.1. The app serves as an information platform for you. You have the following option within the app

- In an emergency, make direct contact with the employees of AWP P&C, S.A., branch for Germany (Allianz Travel for short),
- To receive information about assistance facilities in your area (such as hospitals, doctors, pharmacies and police stations),
- Track flights,
- To have medical terms translated (e.g. certain complaints, names of medicinal products).

- 1.1.2. When you log into the app, you also have the option of viewing details of your insurance contracts with Allianz Travel and, in the event of an insurance claim, to report a claim directly (via a link to our online claims portal). You can also receive push notifications about security and protection for the country you have selected.

## **2. Use of the app**

- 2.1. You can use the in-app services listed under 1.1.1 as soon as you have installed the app on your device, agreed to these terms of use, and confirmed that you have read the data protection provisions. You can only use the app if you activate the button with a "click" and then press "Continue".
- 2.2. The in-app services shown under 1.1.2 require registration. You must be at least 18 years old to register. In the first step of the registration process, you must provide your e-mail address and your insurance policy number.

We will send you an access code to your email address. You have to enter this in the app. You must also explicitly agree to these terms of use for the app and declare that you have read the data protection provisions of the app. You can only use the app if you activate the button with a "click" and then press "Continue".

- 2.3. You may print or save the Terms of Use before proceeding. The Terms of Use and Privacy Policy are also available at any time in the menu "Service" > "Privacy Policy".
- 2.4. With the installation of the app on your smartphone, your agreement to the terms of use and your declaration of acknowledgement of the data protection provisions, the contract on the use of the app with us comes into effect.

## **3. Technical requirements and upgrades of the app**

- 3.1. The technical requirements for downloading, installing and using the app (e.g. supported operating systems and versions) can be found in the description of the app. (e.g. supported operating systems and versions) can be found in the description of the App in the Apple App Store or the Google Play Store.
- 3.2. The App checks from time to time via its servers whether upgrades are available for the App, such as bug fixes, patches, enhanced features and new versions. If you choose in the app to request such upgrades automatically, you agree to receive such upgrades on your mobile device.

#### **4. Your obligations when using the app**

You have the following contractual obligations for the use of the App:

- 4.1. You may only use the App for private purposes.
- 4.2. During the term of the contract, you must ensure that you keep your login data secret and secure it from access by third parties. If you suspect that third parties know your log-in data or that the App is being used unlawfully by a third party, you are you are obliged to change them immediately and to inform Allianz of the suspicion. In this case, please contact Allianz Travel customer service.
- 4.3. You are not entitled to transfer or assign any rights or obligations under this contract to third parties (assignment) or assign any rights or obligations under this Agreement to any third party (non-assignment clause).
- 4.4. You may not perform any unlawful acts with the aid of this app and may not use the app if you are in a place where its use is prohibited for legal reasons.
- 4.5. You may not use the app if you are driving a motor vehicle or other motorized vehicle at the same time.

#### **5. Connection to mobile services and charges of the network operator**

- 5.1. You acknowledge that the App may require telephone services, text messaging capabilities, data access, data network connectivity and/or location data (GPS) (collectively, "mobile connectivity") to perform its intended function or to receive updated information and alerts, to receive updated information and alerts. You are responsible for ensuring that cellular connectivity is enabled and available on your mobile device to receive features, updates or alerts that require it. If you do not, you will not receive such features, updates or alerts. We are in no way responsible for any problems that occur because of reduced, limited, intermittent or unavailable mobile connectivity. The use of certain features of the Application or certain content or services, available through it may require you to accept additional terms of use that apply to that feature.
- 5.2. Use of this application and the content or services available thereon may be subject to operator charges, rates, fees and taxes for telephone, data and text message usage, including without limitation roaming charges, international charges, operator network access charges, mobile website access charges, charges from other websites offering mobile services, downloaded content charges, SMS charges and other charges related to mobile services. You agree that you are solely responsible for all such charges incurred by you from your mobile carrier and other service providers.

## 6. Translation of drug names

International Nonproprietary Names (INNs) facilitate the identification of pharmaceutical substances or active ingredients. Each INN is a unique name recognized worldwide. The pharmacist can use the INN to identify the local name of the corresponding medicinal product. The availability of medicines is subject to local laws and regulations and may depend on your location. Again, the content of this app is not exhaustive and is for information purposes only.

Furthermore, we would like to point out that neither the contents of this app, nor the further information or services available via further information or services available via the application are to be construed as advice of any kind. By using it, you agree that neither we, nor our affiliates, can be held responsible for the accuracy of the content presented here or the consequences of your reliance on it.

## 7. Charges, due date, delay

The use of the app is free of charge.

## 8. Right of use

- 8.1. Allianz is the owner or licensee of all intellectual property in the App, including any content provided by Allianz in connection with the App ("**Allianz Content**"), the software underlying the App, connected systems, text, graphics, icons and audio and video used, if any.
- 8.2. You are only permitted to install and use the App, including the Allianz Content, on your mobile device within the scope of and in accordance with the provisions of these Terms and Conditions and - with regard to the use of the App - in accordance with its functionalities. In this respect, Allianz grants you a simple and non-transferable right to use the App, which is limited to the duration of the usage relationship. This right applies to all upgrades provided by Allianz that replace and/or supplement the original App, unless such upgrade is accompanied by a separate license, in which case the terms of that license apply.
- 8.3. Except as permitted by mandatory law or by these Terms, you may not, without the prior written consent of Allianz, (a) edit, modify, adapt, translate, create derivative works from or modify the source code of the App or any part of the App, (b) modify, adapt, translate, create derivative works from or modify the source code of the App or any part of the App without the prior written consent of Allianz, (b) to store, reproduce or pass on to third parties (e.g. by offering it on exchange platforms) any Allianz Content beyond its intended use in the App, i.e. to the extent that this is not made possible in particular on the App by corresponding functionality (e.g.

download button). (c) circumvent technical restrictions, (d) systematically extract Alliance Content for re-use (e.g. by data mining, robots or similar means), (e.g. by using a file-sharing service), (f) use the App for any purpose other than that for which it is intended (e.g. download button), or (g) support such acts, (h) use the App for any purpose other than that for which it is intended (e.g. by data mining, robots or similar means). (e) Remove, alter or obscure any copyright notices, logos and other marks or proprietary notices on the App; or (f) use the App in a manner that competes with the business model of the App. The provisions of Sections §§ 69d und 69e UrhG remain unaffected.

## 9. Performance problems

- 9.1. The functionality of the App may be impaired. We do not warrant or guarantee the unrestricted availability of the App if you do not install any voluntary security updates, improved functionalities or bug fix updates provided, but also if maintenance work, technical malfunctions or security reasons lead to a temporary unavailability of the App.
- 9.2. The liability regulations according to section 10 remain unaffected.

## 10. Liability

- 10.1. Allianz shall be liable for damages in the event of a culpable breach of a material contractual obligation that was decisive for you for the conclusion of the contract. For the conclusion of the contract, Allianz shall be liable for damages in accordance with the statutory provisions. This refers to essential obligations, the breach of which jeopardizes the achievement of the purpose of the contract, as well as all obligations, the fulfilment of which makes the proper performance of the contract for the use of the app possible in the first place and the observance of which you may regularly rely on. And on whose compliance you may regularly rely. Insofar as a breach of an essential contractual obligation only occurred due to slight negligence and did not result in injury to life, limb or health injury to life, body or health, the amount of claims for damages shall be limited to the reasonably foreseeable damage.
- 10.2. Furthermore, Allianz shall be liable for compensation for expenses and damages in accordance with the statutory provisions in the following cases:
  - 10.2.1. for culpably caused damage resulting from injury to life, body and health,
  - 10.2.2. To the extent of a guarantee assumed,
  - 10.2.3. in accordance with the provisions of the Product Liability Act,

10.2.4. in the event of intent and gross negligence,

10.2.5. In the event of fraudulent misrepresentation and

10.2.6. in all other cases of mandatory legal liability.

10.3. Any further liability of Allianz for damages or reimbursement of futile expenses is excluded, even in case of slight negligence.

10.4. Events of force majeure, which result in our performance being temporarily impossible, shall entitle Allianz to delay the performance of its obligation to perform for the duration of the impossibility and a reasonable recovery period. "Force majeure" means in particular hacker attacks, machine and power failure, disruption of data transmissions.

10.5. In the case of data transmission via the Internet, complete security cannot be guaranteed.

## **11. Duration of contract, termination**

11.1. The contract for use of the app shall run for an indefinite period.

11.2. You may terminate this contract at any time with one month's notice to the end of the month following the notice of termination. Notice of termination may be given to our customer service via the App (in the profile under the menu item "Customer Service"), by post to AWP P&C, S.A., branch for Deutschland, Bahnhofstraße 16, 85609 Aschheim or by e-mail and shall only be deemed effective in these cases. Effective only in these cases. Uninstalling the App does not constitute a declaration of termination.

11.3. The contract may be terminated for good cause with immediate effect. Good cause is deemed to exist for Allianz in particular if:

- You are not yet 18 years of age, contrary to the information you have provided,
- You seriously breach your contractual obligations under these terms and conditions of use, in particular these terms of use, in particular if there is a suspicion of misuse of the app,
- You violate the prohibition of assignment in accordance with section 4.3.

## **12. Links to external websites or use of third-party services**

12.1. The app contains links to external websites of third parties ("external websites"). The external websites are subject to the liability of their respective operators. Accordingly, Allianz shall not be liable for illegal, incorrect or incomplete content and, in particular, for damages arising from the use or non-use of such content. When the external websites linked for the first time, Allianz

checked their design and external content ("External Content") for existing legal violations. At that time, no legal violations were apparent. Allianz has no influence whatsoever on the current and future design of the external websites and their third-party content. The inclusion of links does not imply that Allianz adopts the design of the linked external websites or the linked third-party content as its own; Allianz cannot reasonably be expected to constantly monitor the linked external websites without concrete indications of legal violations.

However, if Allianz becomes aware of any legal infringements, it will immediately delete the links in question. You are requested to report any (even possible) legal violations that you see on the external websites to Allianz (e.g. via the app to our customer service - in the menu "Contact" > "Customer Service Centre").

- 12.2. In particular, Allianz is not liable for the availability, accuracy, completeness, reliability or timeliness of location data available via the App through a third party service. The display of location data for specific entities such as hospitals, doctors or police stations does not constitute a recommendation, endorsement, guarantee or warranty by us or any relevant service provider for any such third party entity. The App and some or all of its content and services may not be available or accessible in, from, for all countries, or in all languages. We make no representation that the App is appropriate or available for use in any particular location. To the extent, you access the App, you do so on your own initiative and are responsible for compliance with all applicable laws, including but not limited to applicable local laws.

### **13. Data protection**

The protection of your data is very important to us. Insofar as we process personal data within the framework of the app, done exclusively in accordance with the relevant data protection regulations. For details on data protection, please refer to the data protection provisions, which you can access in the app under the menu item Service "Data protection provisions".

### **14. Reservation of right of modification**

With regard to the technological progress, optimization and further development of the App Allianz reserves the right to change these terms and conditions at any time, insofar as this is reasonable for you. Allianz will inform you in advance of any such changes. Unless you object to such a change in text form (e.g. via the app to our customer service in the menu "Contact" > "Customer Service Centre") within eight (8) weeks after the information, the change will be deemed to have been accepted by you; Allianz will refer to this fact in the information. In the event of an objection, the usage relationship will continue under the existing conditions. The Allianz shall be at liberty to terminate the usage relationship, whereby good cause entitling Allianz to extraordinary termination shall be assumed in

particular if a continuation of the usage relationship under the existing conditions is technically not possible.

**15. Applicable law; place of performance; place of jurisdiction; alternative dispute resolution; severability clause**

- 15.1. German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 15.2. The place of performance is 85609 Aschheim.
- 15.3. The place of jurisdiction for property disputes arising from or in connection with this contract shall be Munich (city) if you, as the party to be sued, have moved your place of residence or habitual abode to a place outside the Federal Republic of Germany or if your place of residence or habitual abode is not known to Allianz at the time the action is brought.
- 15.4. Allianz shall participate in the dispute resolution procedure before the consumer arbitration body Versicherungsombudsmann e.V. (insurance ombudsman). Information can be found at [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de).
- 15.5. These Terms of Use finally and completely regulate the mutual contractual obligations of the User and Allianz. If any provision of these Terms and Conditions is or becomes invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. Rather, both parties shall cooperate to replace the invalid or unenforceable provision with a legally permissible, valid and enforceable provision that is suitable to achieve the success intended by the invalid or unenforceable provision. The same shall apply to the filling of loopholes.

\*\*\*