

GENERAL CONDITIONS OF USE OF THE PLATFORM

The website whose URL is [Clubmed-infirmierie.europ-assistance.fr](https://clubmed-infirmierie.europ-assistance.fr) (hereinafter the "Website") together with its content and services (hereinafter together referred to as the "Platform"), is published by EUROP ASSISTANCE FRANCE, a simplified joint stock company with share capital of €5,316,384, whose registered office is at 1, promenade de la Bonnette, 92230 Gennevilliers, registered on the Nanterre Trade and Companies Register under number 403 147 903.

EUROP ASSISTANCE FRANCE provides Club MED nurses and employees representing the medical profession (hereinafter the "Users") with a range of services accessible via the Platform that are intended to provide support to the beneficiaries of CLUB MED ASSISTANCE assistance policies (hereinafter the "Beneficiaries").

These General Terms and Conditions of Use of the Platform (hereinafter the "GTCU") set out the terms and conditions applicable between the Users and EUROP ASSISTANCE FRANCE as well as the rights and obligations of each party in relation to the use of the Platform.

Any use of the Platform presupposes the consultation and acceptance of these GTCU. The current online version of these General Terms and Conditions of Use is the only enforceable version throughout the duration of use of the Website, until a new version replaces it.

These GTCU are governed by French law.

1. DEFINITIONS

The terms used in these GTCU listed below, commencing with a capital letter, shall be understood as follows, in both the singular and the plural depending on the context of their use:

1.1. Beneficiary

Means a natural person, insured in respect of:

- the CLUB MED ASSISTANCE GM support policy no. 70 000 249;
- or the CLUB MED ASSISTANCE GO EXPATRIES 53 786 253 assistance policy;
- or the CLUB MED ASSISTANCE GO MISSION 58 224 439 support policy.

1.2. GTCU

Means these general terms and conditions of use, intended to govern the terms and conditions of use of the Platform by the User.

1.3. Content

Means all articles, photographs, illustrations, sheets, questionnaires, functionalities and, more generally, any existing component the Platform.

1.4. User Area

Means the personal space of the User that the latter can access after authentication.

1.5. Platform

Means the website developed and operated by EUROP ASSISTANCE FRANCE and all the Services and Content that it makes available to Users, which can be accessed via the following URL: Clubmed-infirmierie.europ-assistance.fr

1.6. Services

Means all the services offered and made available to Users on the Platform, as described in the GTCU. The Services are provided via the Platform either by EUROP ASSISTANCE FRANCE or by third party companies under their exclusive responsibility, which the User acknowledges and accepts.

1.7. User

Means any nurse or employee of CLUB MED responsible for medical support who is an employee of CLUB MED with access to the Platform services.

2. USE OF THE PLATFORM BY THE USER

2.1 Procedure for obtaining access – Creating a User account

Access to the Platform is subject to the prior identification of the User by entering the following information:

- ✓ the User's policy number;
- ✓ the name of the CLUB MED Village;
- ✓ the User's first name;
- ✓ the User's business email address.

Users may provide a telephone number (optional).

An email containing an activation link for their User Area is sent to the User by Europ Assistance on their business email address.

This activation link is valid for 24 hours.

On first login, Users will be required to set a password so that they can subsequently customise it and then create their account.

Once they have logged in to the account, Users may change their password.

2.2 Acceptance of the GTCU

Access to and use of the Platform by the User implies that he/she has read, unreservedly accepts and complies with these GTCU.

Acceptance of the GTCU by the User takes place when he/she first logs in to the Platform to create his/her User Area.

Permanent access to the GTCU is available from the "General Terms and Conditions of Use" section on the home page of the Platform and on each subsequent page.

The User has the right to save or print these GTCU, but cannot alter them.

EUROP ASSISTANCE FRANCE reserves the right to amend the terms of the GTCU published on the Platform at any time.

In this event, the amended GTCU will be brought to the User's attention in the "General Terms and Conditions of Use" section of the Platform.

Further use of the Platform by the User shall constitute acceptance of the modified GTCU.

2.3 Access and Security

After confirming the creation of an account, the User has the right to access the Platform in accordance with the procedures described below. The right of access to the Platform is personal, non-transferable and temporary.

User names and passwords are strictly personal and must remain confidential; the User therefore undertakes not to disclose them. Their use may not under any circumstances be transferred or lent to a third party, for any reason whatsoever.

Users are responsible for their safekeeping and must take all necessary measures to ensure that their user name and password are neither known to nor used by third parties.

EUROP ASSISTANCE FRANCE shall not be held liable for any fraudulent use of access codes.

Furthermore, the User undertakes not to disclose or appropriate the user names and passwords of another User.

2.4 Lost or forgotten password

EUROP ASSISTANCE FRANCE shall not be held liable if a password is lost or forgotten, for any reason whatsoever.

The User will be able to request a new password by clicking on "*Forgotten password*" on the home page so that the password is sent to the email address provided by the User when he/she creates his/her account. The password change link will be valid for 24 hours.

The User acknowledges that fraudulent use of login details to access the Services may cause harm and result in prosecution.

2.5 Rules for using the Platform

The User undertakes to use the Services offered by the Platform in a fair and honest manner, in accordance with their objectives and roles and in compliance with the legislation and the strictest confidentiality, in accordance with these GTCU.

In particular, the User shall refrain from:

- downloading, entering or publishing in any way on the Platform, information or documents that are incomplete, false, inaccurate, offensive, illegal or likely to infringe the rights or harm or threaten the safety of any person. Users are solely responsible for the information, documents and content that they send via the Platform and they guarantee the veracity of their information and content, which they shall update regularly;

- sharing user names and passwords with a third party;
- obtaining or attempting to obtain third party data on the Website;

- obtaining other users' passwords or personal identification data
- attempting to interfere with the Service provided to any User, host or network, in particular by downloading computer viruses, system overload, spamming, etc.

If the data consulted are not those of the User or if they contain an error that the User cannot rectify himself, the User undertakes to inform EUROP ASSISTANCE FRANCE immediately by email by contacting the administrator at the following address: protectiondesdonnees@europ-assistance.fr

EUROP ASSISTANCE FRANCE shall not be held liable for any losses caused by the User by using information from this secure space for purposes other than those for which it is intended.

The User acknowledges and accepts that compliance with these GTCU constitutes a substantial condition for maintaining the right of access.

EUROP ASSISTANCE FRANCE may cancel the right of access to the Platform or to some of its functionalities, without prior notice and therefore without requiring the User to pay compensation of any kind whatsoever, in the event of a breach by the User of the stipulations of these GTCU, notwithstanding any damages that may be claimed by EUROP ASSISTANCE FRANCE.

2.6 Deletion of the User Area

2.6.1 Deletion of the User Area by the User

Users may delete their User Area via the "Delete my account" link on the User Area.

They must confirm the deletion of their User Area.

2.6.2 Deletion of the User Area by EUROP ASSISTANCE FRANCE

The User acknowledges and accepts that compliance with these GTCU is a material condition for maintaining access to the Platform.

EUROP ASSISTANCE FRANCE may cancel access to the Platform or to certain functionalities of the Platform, without notice and therefore without requiring the User to pay compensation of any kind whatsoever, in the event of a breach by the User of the provisions of these GTCU making it impossible to maintain access to the Platform, notwithstanding any damages that may be claimed by EUROP ASSISTANCE FRANCE.

2.6.3 Consequences of deleting the User Area

Users acknowledge that they do not hold any ownership rights over their User Area.

If the User Area is deleted by EUROP ASSISTANCE FRANCE under the conditions defined herein, all the User's information, including documents, may be deleted from the Website. Users are therefore responsible for keeping copies of their documents.

However, data may remain on the website for a certain period due to the processing time required to delete it. It is specified that EUROP ASSISTANCE FRANCE may be required to retain backup copies of Users' personal information in order to comply with its legal obligations.

3. DESCRIPTION AND PROCEDURES FOR IMPLEMENTING SERVICES ACCESSIBLE THROUGH THE PLATFORM

The Platform Services are intended exclusively for the Users.

The User undertakes to communicate accurate information on the Platform.

For the operation of the Services, it is essential that the mandatory fields are filled in correctly by the User.

EUROP ASSISTANCE FRANCE requires this information to fulfil its commitments vis-à-vis the User. If the requested information is not provided, EUROP ASSISTANCE FRANCE will be unable to provide the Services.

The User undertakes to update his/her contact details online on the Platform immediately if any changes occur during the performance of the Services.

EUROP ASSISTANCE FRANCE shall not be held liable if it has not been notified of a change in the User's situation.

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

3.1 "Medical Translation" Service

The "Medical Translation" Service provides the User with a tool enabling him/her to:

- determine drug equivalence in the destination country;
- access a medical lexicon to enable him/her to better describe symptoms to a doctor in a language other than that of the User and/or the Beneficiary.

The content and information indicated in the context of this Service are given purely as an indication for an educational and preventive purpose.

EUROP ASSISTANCE FRANCE shall not be held liable for any harm of any kind related to the use of said Services or the information provided and any updates thereto.

3.2 "Your contacts" service

The "Your Contacts" Service gives the User access to two functionalities:

- The "Contact the medical assistance centre" function, which enables the User to make contact by telephone with an assistance manager who can respond to requests for assistance 24/7.
- The "Teleconsultation request" function which enables the User to request by telephone to be put in contact with a doctor for a remote consultation.

3.3 "Contact" Service

The "Contact" Service enables Users to obtain technical assistance if they have problems using the Website.

As part of this Service, the User must complete the information on the functionalities of the Platform by filling in a form with the following fields:

- User's policy number;
- Name of Club Med Village;
- User's first name
- User's e-mail address
- Subject.

3.4 "My information" service

Users have access via their User Area to the personal information they provided when they set up their User Area.

They can:

- Change their first name and telephone number;
- Change their password;
- Delete their User Area.

4. DESCRIPTION OF PLATFORM FEATURES AND INTEROPERABILITY

1. Features:

Language:

Website and instructions in French and English.

Type of access:

Online website that can connect to the internet for sending and receiving data.

Access conditions:

Access via a personal, named User Area intended exclusively for the User.

Data traceability:

Personal data are forwarded to EUROP ASSISTANCE FRANCE in its capacity as data controller, and to its subcontractors.

Internet connection:

Download speed of at least 1 Mbps required for optimum performance

2. Interoperability:

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 more, Android 5.x and more.

4. WARNING/TECHNICAL CONSTRAINTS

The User is informed of the constraints and limits of the Internet network, particularly in terms of:

- transmission of data and possible data breaches;
- non-guaranteed continuity of access to the Platform or to the various services offered by the Platform;
- technical constraints beyond the control and responsibility of EUROP ASSISTANCE FRANCE.

Under no circumstances shall EUROP ASSISTANCE FRANCE be held liable for these risks and their harmful consequences, regardless of their extent, for the User.

It is the responsibility of the User to take all appropriate measures to protect his/her own data, software and hardware from contamination by viruses or other forms of attack that may be circulating through the Platform.

Users may not claim on the basis of any problem in accessing the Platform to access the information or Services in breach of these GTCU.

URLs may link to other applications, websites or other social networks or Services provided by companies outside EUROP ASSISTANCE FRANCE. EUROP ASSISTANCE FRANCE shall not be held liable if the content of said other applications, websites or social networks or services infringes the rights of third parties or any legal or regulatory provisions in force. These other applications, websites and other social networks and services are provided under the exclusive responsibility of the companies that publish them, which the User expressly acknowledges and accepts.

The User is informed of the lack of reliability of the Internet network, especially in terms of relative security in the transmission of data, non-guaranteed continuity in access to the Platform, non-guaranteed performance in terms of volume and speed of data transmission and virus propagation.

In this respect, EUROP ASSISTANCE FRANCE shall not be held liable for damage resulting from viruses in any form, bugs, or any programme or application that is incompatible with the infrastructure used by the User, or damage suffered by the User due to a breakdown, maintenance interruption, technical problem, interruption of the telephone network or telecommunications networks, overload, negligence or fault by third parties or the User or an incompatibility of the configuration of the User's computer.

The User is responsible for installing a security solution and taking measures on his/her computer to prevent the spread of viruses.

It is the User's responsibility to verify that the Services and content offered via the Platform meet his/her needs. The User is solely responsible for any decision of any kind whatsoever made on the basis of information provided within the Content or the Services offered via the Platform.

5. RESPONSIBILITIES AND LIABILITY

5.1 Liability of the User

The User remains fully and personally responsible for the use of the Platform under the conditions of ordinary law.

It is the responsibility of the User:

- to keep their passwords and user names strictly confidential and not to disclose them to third parties and, in general, to any third party whatsoever, regardless of their professional capacities and activities;
- to comply with access management and in particular not to use the passwords and identifiers of another User or attempt to obtain this information;
- notify EUROP ASSISTANCE FRANCE of any technical malfunction observed and any anomaly discovered, such as hacking;
- use the Platform in compliance with the legal and regulatory provisions in force and in compliance with the stipulations of these GTCU.

5.2 Liability of EUROP ASSISTANCE FRANCE

EUROP ASSISTANCE FRANCE provides Users with access to the Services provided they fulfil the conditions described in these GTCU.

EUROP ASSISTANCE FRANCE is bound by an obligation of means in connection with the implementation of the Platform.

The Platform is used under the sole responsibility, control and management of the User. EUROP ASSISTANCE FRANCE may not under any circumstances be held liable for any direct and indirect losses whatsoever arising from the User's use of the Platform and the Services in any capacity and under any circumstances whatsoever.

In this respect, the User undertakes to validate the suitability of the Platform and Services to its needs, and to use the Platform and Services under normal conditions and in accordance with its purpose.

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

UNDER NO CIRCUMSTANCES SHALL EUROP ASSISTANCE FRANCE VERIFY OR CHECK THE CONSISTENCY OR RELEVANCE OF THE DATA ENTERED BY THE USER ON THE PLATFORM WHEN USING THE SERVICES.

The User is therefore informed that EUROP ASSISTANCE FRANCE shall not be liable for any damage resulting from:

- the use made by the User of the Content made available to him/her on the Platform and through the Services and in particular the interpretation that the User will make of it and the consequences of their use;
- disclosure by the User to third parties of his/her user name and/or password;
- the use by the User of the passwords and codes of another User;
- the User's recording of incomplete or erroneous information;

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

The performance of these GTCU will be suspended for as long as the case of force majeure lasts and the deadlines for performance of the Service will be extended accordingly. As far as possible, EUROP ASSISTANCE FRANCE shall endeavour to put an end to the force majeure event or to find a solution enabling it to perform its contractual obligations despite the force majeure event.

EUROP ASSISTANCE FRANCE shall make its best efforts to inform the User in advance of the unavailability of the Platform and the foreseeable duration of this unavailability.

Furthermore, EUROP ASSISTANCE FRANCE reserves the right to alter the procedures and functionalities of the Service.

Furthermore, EUROP ASSISTANCE FRANCE may automatically and without notice suspend the Service in the event of a serious and renewed breach by the User of the legal and/or contractual obligations, in the event of non-personal and/or commercial use of the Service, or at the request of the competent authorities.

6. LIMITS OF LIABILITY CONCERNING THE PLATFORM

The information provided in the Platform is provided for general and documentary purposes. EUROP ASSISTANCE FRANCE accepts no liability for the use or interpretation of the information published on the Platform and any consequences thereof.

It is specified that EUROP ASSISTANCE FRANCE may not be held liable for direct or indirect damage, whether material or immaterial, resulting from the use of the Platform or the impossibility of accessing it, or from a malfunction, interruption, virus, or a connection or system problem, acts by third parties or force majeure or fortuitous events that block access to the website or one of its functions.

The hardware used by the User to connect to the Platform shall remain under his/her sole responsibility.

He/she must take all appropriate measures to protect his/her hardware and own data, particularly in the event of virus attacks via the Internet. He/she is also solely responsible for the websites and data he/she consults.

EUROP ASSISTANCE FRANCE shall not be held liable in the event of legal proceedings against the User:

- Due to the use of the Platform or any service accessible via the Internet;
- Due to non-compliance with these GTCU.

EUROP ASSISTANCE FRANCE is not liable for any damage caused by the User to third parties and/or their equipment as a result of connecting to or using the Platform.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Platform Content and Services

All the Content and Services accessible via the Platform are protected by intellectual property rights held or claimed by EUROP ASSISTANCE FRANCE and its affiliated entities, 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 User, who has a private, non-collective and non-exclusive right of use.

Unless expressly authorised in advance by EUROP ASSISTANCE FRANCE, all reproductions, representations and uses by the User other than those referred to above are prohibited, and in particular:

- any adaptation, provision to the public at its request or otherwise, distribution or broadcasting in any form whatsoever, networking, public communication, free of charge or for consideration, of all or part of the works, services, trademarks and all elements protected or likely to be protected by intellectual property law reproduced on the Platform and the Services;
- any link, access, modification, addition or deletion that affects the automated online publishing processing system and changes the terms of publication or editorial policy.

Any breach by the User of these obligations would constitute an infringement sanctioned by Articles L.335-2 et seq. of the French Intellectual Property Code.

7.2 Databases

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

By accessing this Platform, the User acknowledges that the data that comprises it is legally protected; in particular, he/she is prohibited from extracting, reusing, storing, reproducing, representing or retaining, directly or indirectly, on any medium whatsoever, by any means and in any form whatsoever, all or a qualitatively or quantitatively substantial part of the content of the databases appearing on the Platform to which he/she has access, as well as from extracting or repeatedly and systematically reusing qualitatively and quantitatively non-substantial parts if these operations clearly exceed the normal conditions.

8. DISTINCTIVE MARKS AND SIGNS

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

Unless expressly authorised in advance by EUROP ASSISTANCE FRANCE and/or its partners, any use of this trademark as well as any other trademarks displayed, whether figurative or not, belonging to EUROP ASSISTANCE FRANCE or to third parties shall expose the User to legal proceedings.

9. COOKIES

Information relating to the cookies used on the Platform is specified in the Privacy Charter.

10. HYPERLINKS

The implementation by the User of any hypertext links to all or part of the website is strictly prohibited.

In any event, any link implemented without the agreement of EUROP ASSISTANCE FRANCE must be withdrawn at the request of EUROP ASSISTANCE FRANCE.

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

11. PERSONAL DATA OF THE BENEFICIARY

All the information collected by EUROP ASSISTANCE FRANCE is required for the performance of the services. If the requested information is not provided, EUROP ASSISTANCE FRANCE will be unable to provide the Services.

Data communicated to EUROP ASSISTANCE FRANCE in connection with the use of the Platform are subject to processing within the meaning and in compliance with the law of 6 January 1978 known as the "Data Protection Act" and the European Regulation of 27 April 2016 on data protection known as the "GDPR".

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

All information concerning the processing of the User's data, its purposes, the User's rights and the obligations of EUROP ASSISTANCE FRANCE are set forth in the Privacy Charter.

12. AGREEMENT ON EVIDENCE

EUROP ASSISTANCE FRANCE and the User agree that in the event of a dispute, the following may be admissible as evidence before the courts:

- the access codes used in connection with the Platform, together with their associated signatures and identification processes;
- login data relating to actions carried out on the Platform by the User;
- all or part of the information from the User's Account that is presumed to be attributable to him/her;
- the electronically certified dates of any Content;
- Content, e-mails and acknowledgements of receipt exchanged and in general any information or data relating to the use of the Website;
- the verified digital identity of the User.

13. TOLERANCE

The waiver by one of the parties to avail itself of its rights in connection with any breach of the provisions hereof by the other party may not be interpreted as a definitive waiver of its right at a later date.

14. DIVISIBILITY OF THE AGREEMENT

In the event that any of the provisions of these GTCU are considered null and void, in any way and for any reason whatsoever, they shall be deemed not to have been written and shall not result in the nullity of the other provisions.

16. DISPUTES – AMICABLE SOLUTION

For any complaint, the User may contact the person whose contact details are set out below:

Europ Assistance France
Service Qualité - Réclamation
1, promenade de la Bonnette
92230 Gennevilliers cedex.