



Terms and Conditions

These terms and conditions ("**Terms and Conditions**") apply to the use by Intermediaries (as defined below) of this online account (the "**Portal**") via the URL <https://intermediary.axaglobalhealthcare.com/home/>, for the purpose of administering Healthcare Agreement(s) (as defined below). The Portal is offered to you by AXA Global Healthcare (UK) Limited ("**AXA Global Healthcare**") which administers the Healthcare Agreements on behalf of Healthcare Providers, and by accepting these Terms and Conditions you are entering into an agreement with AXA Global Healthcare. These Terms and Conditions may be amended from time to time by AXA Global Healthcare.

YOU ARE REQUIRED TO READ THESE TERMS AND CONDITIONS BEFORE PROCEEDING. BY ACCESSING THE PORTAL YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS IN FULL, YOU WILL NOT BE ABLE TO REGISTER TO USE THE PORTAL AND YOU MUST EXIT THE PORTAL IMMEDIATELY.

AXA Global Healthcare reserves the right to amend these Terms and Conditions or the content of the Portal at any time without notice. It is your responsibility to check this web page from time to time to review the current terms and conditions because they are binding on you. If you do not agree to the amended Terms and Conditions you must discontinue using the Portal.

1. Definitions

1.1 "**AXA Global Healthcare Group**" means AXA Global Healthcare, AXA Global Healthcare (EU) Limited, AXA Global Healthcare (Hong Kong) Limited and AXA Life and Health Reinsurance Solutions Limited;

1.2 "**Brokerage**" means an intermediary who has entered into a terms of business agreement with a member of the AXA Global Healthcare Group ("**TOBA**"), been appointed by a Client to act as its agent for the purpose of intermediating its Healthcare Agreement and who has completed a Portal registration form approved by AXA Global Healthcare;

1.3 "**Client**" means a Company or an individual who has entered into a Healthcare Agreement with a Healthcare Provider;

1.4 "**Company**" means the body corporate or association (as defined in the relevant Healthcare Agreement) who has entered into a Healthcare Agreement with a Healthcare Provider on behalf of and for the benefit of a group of individuals;

1.5 "**Healthcare Agreement**" means the written agreement (incorporating a table of benefits) entered into between a Client and a Healthcare Provider, for the provision of healthcare benefits, which is administered by AXA Global Healthcare;

1.6 "**Healthcare Provider**" means a provider of healthcare benefits from whom AXA Global Healthcare has been given authority to administer Healthcare Agreements;

1.7 "**Intellectual Property Rights**" means logos, trademarks, trade or business names, service marks, design rights, database rights, domain names, copyright, patents, utility models, know-how and any other

AXA Global Healthcare (EU) Limited. Registered in Ireland number 630468. Registered Office: Wolfe Tone House, Wolfe Tone Street, Dublin 1. Directors: X. J. C. Lestrade (FR) C. J. N. Roux (previously Launay) (FR, UK), C. A. Edwards (UK), J. D. Dear (UK), P.G. Healy. AXA Global Healthcare (EU) Limited is regulated by the Central Bank of Ireland. AXA Global Healthcare (UK) Limited. Registered in England (No. 03039521). Registered Office: 20 Gracechurch Street, London EC3V 0BG United Kingdom. AXA Global Healthcare (UK) Limited is authorised and regulated by the Financial Conduct Authority in the UK. AXA Global Healthcare (Hong Kong) Limited is registered in Hong Kong (No. 2293457). Registered Office: 10th Floor, Vertical Square, 28 Heung Yip Road, Wong Chuk Hang, Hong Kong.



similar rights, whether or not registered, and all applications for the same, as may exist anywhere in the world;

1.8 **"Intermediary"** means a duly authorised employee or a duly authorised agent of a Brokerage;

1.9 **"Lead Intermediary"** means an Intermediary which a Brokerage has authorised to manage Intermediary Portal access and who may have access to powerful administrative functions and operating system utilities;

1.10 **"Material"** has the meaning given to it in clause 6.1;

1.11 **"Privacy Laws"** means all applicable laws and regulations, including (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the GDPR and the Data Protection Act 2018, as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no.1586 and incorporated into UK law under the UK European Union (Withdrawal) At 2018; and (b) any other code of practice or guidance published by a Regulator from time to time, each as amended or re-enacted from time to time;

1.12 **"Virus"** means any program or piece of code which may either have any adverse effect on and/or cause or carry out any unwanted action on the Portal or the AXA Global Healthcare computer systems, networks or databases and which shall include but is not limited to any virus, worm, Trojan horse, dropper or malicious code, as such terms are generally understood within the computer industry;

1.13 **"you"** or **"your"** refers to each Intermediary who is authorised by AXA Global Healthcare to access and use the Portal.

2. Interpretation

2.1 These Terms and Conditions should be read in conjunction with the terms of the Portal user guide or other explanatory documentation as featured on the Portal or as may be issued by AXA Global Healthcare from time to time (the **"User Guides"**).

2.2 These Terms should be read in conjunction with our Privacy Policy which can be found at <https://www.axaglobalhealthcare.com/en/about-us/privacy-and-legal/>.

3. Intermediaries

3.1. Only Intermediaries are entitled to access the Portal. If you are not an Intermediary, you must exit the Portal immediately.

3.2. Where a Healthcare Agreement has expired or been terminated you have no authority to access or use the Portal for the purposes of administering that Healthcare Agreement and if the terminated/expired Healthcare Agreement is the only Healthcare Agreement you have authority to administer, you are no longer an Intermediary and shall have no authority to access or use the Portal.



3.3. Where a Client has removed your or the Brokerage under whose authority you are acting's authorisation to administer a Healthcare Agreement on their behalf you must notify AXA Global Healthcare immediately and you shall have no authority to access or use the Portal for the purpose of administering that Healthcare Agreement.

3.4 Where the Brokerage under whose authority you are acting's TOBA has been terminated, you shall have no authority to access or use the Portal for any purpose.

4. Access to the Portal

4.1. You must only access the Portal from a secure environment, and you must not save or record your username, password or log-in details to any system or in any medium, including hardcopy.

4.2. You must keep secure and not disclose to any third party your details for accessing the Portal, including without limitation any passwords, usernames or other log-in details, nor will you deliberately or negligently facilitate any third party from accessing the Portal using your access details.

4.3. You must only request the reset of your own password.

4.4. You must inform AXA Global Healthcare immediately if you have any reason to believe that the Portal is being used in an unauthorised manner.

4.5. AXA Global Healthcare will have the right at its discretion, to prevent or restrict your access to the Portal with immediate effect.

5. Terms of Use

5.1. You may only access and use the Portal in accordance with the instructions given to you by AXA Global Healthcare and then only in accordance with these Terms and Conditions and the User Guides.

5.2. You must only use the Portal to administer Healthcare Agreements, which you are authorised to administer and must not use the Portal for any improper or unlawful purposes including but not limited to the sending of any message or Virus through the Portal which causes or is likely to cause harm, in any degree, to the Portal or AXA Global Healthcare computer systems, networks or databases.

5.3. You are responsible for everything that you transmit to or via the Portal and at all times it remains your responsibility to comply with these Terms and Conditions. You acknowledge that the information provided by you via the Portal is legally binding and you shall provide all material facts or information relevant to the administration of the Healthcare Agreement which you are authorised to administer. In the event that the Portal does not allow such facts or information to be provided via the Portal in respect of a particular administrative act, you shall contact AXA Global Healthcare to disclose such material facts or information before affecting such administrative act.

5.4. You warrant that the information you provide to AXA Global Healthcare via the Portal is accurate and complete, and has been communicated with all necessary authorities, information and declarations.



6. Ownership of material and copyright

6.1. All Intellectual Property Rights in the Portal and all material on the Portal, including without limitation the arrangement, design and graphics (together the "**Material**") are included with the permission of the owner of the rights.

6.2. You may use the Portal and the Material to the extent permitted under these Terms and Conditions.

6.3. You are permitted to print and download any part of the Material provided that:

6.3.1. you have the necessary access rights;

6.3.2. it is for the purpose of administering the Healthcare Agreement which you are authorised to administer;

6.3.3. the Material is not modified in any way;

6.3.4. no graphics are used separately from the accompanying text; and

6.3.5. the owner's copyright notices (if any) are retained on all copies.

6.4. No Material or any part of it may be incorporated in any other work or publication, whether in hard copy, electronic or any other form.

6.5. No part of the Material may be reproduced on or transmitted to or stored on any other website or other form of electronic retrieval system.

6.6. You may only distribute documents produced via the Portal in accordance with these Terms and Conditions and the User Guides.

6.7. The Portal may not be copied, reverse engineered or in any way disassembled.

6.8. If you print off, copy or download any part of the Portal in breach of these Terms and Conditions, your right to use the Portal will cease immediately and you must, at AXA Global Healthcare's option, return or destroy any copies of the materials made.

7. Data provided by AXA Global Healthcare via the Portal

Any data provided by AXA Global Healthcare via the Portal will be that held in its records at the time of your access. AXA Global Healthcare does not warrant or guarantee that the data featured on the Portal is accurate or that it will take account of all administrative acts you carry out prior to your time of access. AXA Global Healthcare does not accept any responsibility for any misinterpretation or misuse by you or any third party of any data provided by AXA Global Healthcare via the Portal.



8. Availability

8.1. AXA Global Healthcare will use its reasonable endeavours to ensure that the Portal is accessible to view 24 hours a day. However, AXA Global Healthcare cannot guarantee uninterrupted or error free access to all or any part of the Portal or any services which are available via the Portal or that any defect will be remedied or that the Portal or the server that makes the Portal available are Virus or bug free.

8.2. No member of the AXA Global Healthcare Group will be liable for damages for loss arising in contract, tort or otherwise, if for any reason, the Portal is unavailable at any time for any period and/or a Healthcare Agreement cannot be administered.

8.3. Access to the Portal is permitted on a temporary basis and AXA Global Healthcare reserves the right to suspend access to the Portal or the administration of a Healthcare Agreement via the Portal without notice. No member of the AXA Global Healthcare Group will be liable for damages (including damages for loss of business or loss of profits) arising in contract, tort or otherwise for any such suspension.

9. Liability of AXA Global Healthcare

9.1. No member of the AXA Global Healthcare Group shall be liable for any loss or damage (including without limitation, damages for loss of business or loss of profits) that you or any third party may suffer in connection with the Portal in any way, including without limitation loss or damage suffered due to Viruses that may infect your computer equipment, software, data or other property or as a result of your inability to use or your incorrect use of the Portal or any Material.

9.2. Nothing in these Terms and Conditions restricts AXA Global Healthcare's liability for death or injury caused by its negligence or that of its employees or agents, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

10. Data Protection Compliance

10.1. AXA Global Healthcare shall comply with the provisions of the Privacy Laws in respect of any data transferred for the purposes of the use of the Portal.

10.2. When you supply personal data via the Portal, such data will be used by AXA Global Healthcare (i) for the purposes set out in its Privacy Policy, including administering the relevant Healthcare Agreement and any insurance policies set up as part of that Healthcare Agreement, and (ii) may also be used for marketing purposes, where permitted by the Healthcare Agreement and where all necessary consents have been obtained.

10.3. Please ensure you are happy with the security standards applicable to the Portal prior to inputting any data. If you are not satisfied with the security standards of the Portal you should not input any data.

10.4. You will have access to personal data and must access this personal data and/or deal with this personal data only in accordance with the Privacy Laws.



10.5. You agree to comply with all Privacy Laws applicable to you in respect of any data accessed or transferred by you for the purposes of the use of the Portal or the administration of the Healthcare Agreement including ensuring that:

- 10.5.1 you are not subject to any prohibition or restriction which would: (a) prevent or restrict you from accessing personal data relating to the Clients, or disclosing or transferring personal data relating to your Clients to AXA Global Healthcare, as required under these terms and conditions and the TOBA; or (b) prevent or restrict AXA Global Healthcare from processing the personal data, as envisaged under these terms and conditions and the TOBA (the "**Permitted Purpose**");
- 10.5.2 all fair processing notices have been given (and/ or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up-to-date in order to meet the Transparency Requirements (as such are defined under the Privacy Laws) to enable AXA Global Healthcare to process the personal data in order to obtain the benefit of its rights, and to fulfil its obligations, under these terms and conditions and the TOBA in accordance with the Data Protection Legislation; and
- 10.5.3 the personal data is: (a) adequate, relevant and limited to what is necessary in relation to the Permitted Purpose; and (b) accurate and, where necessary, up to date; having taken every reasonable step to ensure that any inaccurate personal data, (having regard to the Permitted Purpose), has been erased or rectified.

11. Virus Protection

11.1. You agree to use reasonable endeavours to ensure that any data entered via the Portal is free of any Virus.

11.2. If you become aware that a Virus has been introduced into the Portal through your access to or use of the Portal, you shall notify AXA Global Healthcare as soon as reasonably practicable after becoming so aware.

12. Cookies

Please see AXA Global Healthcare's [Privacy Policy](#) which forms part of these Terms and Conditions, where you will find details on how AXA Global Healthcare uses "cookies" and the information you provide to AXA Global Healthcare.

13. Acceptance of these Terms and Conditions

By accessing the Portal, you shall be deemed to have accepted these Terms and Conditions in full.

14. Applicable Law

The Portal and these Terms and Conditions are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.



Lead Intermediary Terms and Conditions

AS A LEAD INTERMEDIARY YOU ARE REQUIRED TO READ THESE ADDITIONAL TERMS AND CONDITIONS BEFORE PROCEEDING. BY ACCESSING THE PORTAL, YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS IN FULL, YOU MUST EXIT THE PORTAL IMMEDIATELY.

15. Access Administration

- 15.1. You are responsible for administering access to and monitoring the security of the Portal as described below.
- 15.2. Each Intermediary will have access to all Brokerage Client personal data stored on the Portal. You shall ensure, taking this into account, that when requesting or creating each Intermediary access to the Portal that an Intermediary's access rights or authorities are appropriate and that you have no reason to believe or suspect (i) that the individual will not, may not or cannot comply with these Terms and Conditions or (ii) that the individual is not reliable, trustworthy and honest or (iii) that the Intermediary does not have a legal right to access the Client personal data.
- 15.3. If you become aware that any Intermediary is not abiding by any of these Terms and Conditions you shall remove their access to the Portal immediately.
- 15.4. You shall conduct regular Intermediary reviews to ensure that access rights or authorities remain appropriate and that those that are excessive or no longer required are reduced or removed immediately.
- 15.5. You shall implement a 'leavers and joiners' policy to ensure that you revoke all Intermediary access immediately after an Intermediary leaves employment.
- 15.6. You shall maintain at all times a record of all Intermediaries to whom you have given access to the Portal and produce this to AXA Global Healthcare on request.

16. Security Administration

- 16.1. On appointment as a Lead Intermediary, you shall immediately change any and all common access control passwords known by any previous Lead Intermediary who no longer holds Lead Intermediary access rights and ensure that you have securely received all records from any such Lead Intermediary.
- 16.2. If you leave employment or will no longer require Lead Intermediary access rights, you shall notify AXA Global Healthcare and ensure that a new Lead Intermediary is nominated to AXA Global Healthcare, where one is required.
- 16.3. You shall ensure that Intermediaries may only request the reset of their own password.
- 16.4. You shall inform AXA Global Healthcare immediately if you have any reason to believe that the Portal is being used either in an unauthorised manner or by someone other than an Intermediary.