

## **WEBSITE TERMS AND CONDITIONS**

### **General**

"we", "us" and "our" means Inter Partner Assistance, and/or AXA Travel Insurance, 10/11 Mary Street, Dublin 1, Ireland. Inter Partner Assistance is a branch of Inter Partner Assistance S.A., Avenue Louise 166 bte 1, 1050 Brussels, a Belgian company authorised by the Banking, Finance and Insurance Commission of Belgium, registration 0487. All are member companies of the AXA Assistance Group.

### **Introduction**

Inter Partner Assistance is regulated by the Financial Regulator in the conduct of its business in Ireland.

AXA Travel Insurance is authorised as an insurance intermediary and is regulated by the Financial Regulator.

### **Terms and conditions that apply to your use of this website**

These are the terms and conditions which apply to your use of this website. Please read them carefully. By proceeding with access to this website you are deemed to have accepted these terms and conditions. If you do not agree to these terms and conditions, you should not use this website.

Please note that this website is intended for use by residents of the Republic of Ireland whilst in the Republic of Ireland only. It is not applicable to residents of other countries because the law in other countries may restrict the distribution of the information and products on this website. For the avoidance of doubt none of the information on this website constitutes an offer to contract in any country in which it is available, including the Republic of Ireland.

We reserve the right to change these terms and conditions at any time. You should check these terms and conditions periodically for changes as you are agreeing to accept any those changes, whether or not you have reviewed them. You agree and understand that such additional terms and conditions are hereby incorporated by reference to these terms and conditions.

You are responsible for making all arrangements necessary for you to have access to this website. You are also responsible for ensuring that all persons who access this website through your Internet connection are aware of these terms and conditions, and that they comply with them.

### **Availability of this website**

We will endeavour to ensure that this website is accessible 24 hours a day but will not be liable if, for any reason, the website is unavailable for any time or for any period. We will have the right to suspend access to this website temporarily or permanently and without notice. We will not be liable for any loss or damage arising in contract, tort or otherwise if this website is unavailable or is suspended for any reason.

### **Accuracy of Information on this website**

The information contained on this website is provided for information purposes only and we will use reasonable care and skill to ensure that it is accurate at the date of publication. However, because of the nature of the Internet, there may be circumstances in which errors occur within the information. Consequently, we make no warranty as to the accuracy of any information on this website and cannot accept liability for any errors or omissions within it.

### **Acceptable use of this website**

It is impossible to provide a complete list of exactly what constitutes acceptable and unacceptable use of this website. In general, we will not tolerate any use of this website for an illegal purpose or any use which could cause us harm. We therefore also ask you to comply with any relevant notices, policies and terms imposed by third parties whose website, products or services you access through this website.

We reserve the right to suspend the use of this website generally or block your access to any part of this website and/or to suspend or terminate your rights to use this website or any part of it if we suspect misuse. We shall then report any misuse of this website to the relevant enforcement or other authorities and to our legal advisers. We further reserve the right to disclose any evidence we have which relates directly or indirectly to misuse of this website.

### **Liability**

You expressly understand and agree that (to the fullest extent permitted by law) we shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits or contracts, income or revenue, goodwill, anticipated savings, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from: (a) the use or the inability to use this website; (b) the use of any content or other material on this website or any website or websites linked to this website; (c) unauthorised access to or alteration of your transmissions or data; (d) statements or conduct of any third party on this website; or (e) any other matter relating to the website. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

If you are dissatisfied with any portion of the website, or with any of these terms and conditions, your sole and exclusive remedy is the discontinuation of your use of this website.

### **Your obligations**

You agree not to use this website or cause or permit this website to be used:

- to jeopardise or prejudice the operation, quality or integrity of this website, or the operation, quality or integrity of any telecommunications network;
- to harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- for any commercial purpose including any direct marketing, surveys, contests or pyramid schemes, nor to use this website to participate in or cause others to participate in sending chain letters, junk e-mail, spam, duplicative or unsolicited messages, advertising or promotional material;
- to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, or any other harmful or detrimental programs;
- to attack this website via a denial-of-service attack; or
- for unlawful or unauthorised purpose; or
- contrary to the terms and conditions of any Internet Service Provider you may use.

### **Copyright and other Intellectual Property Rights**

All materials incorporated in or accessible through this website, including, without limitation, text, photographs, images, graphics, illustrations, logos, button icons, audio clips, video clips, software, and other content, and the compilation, collection, arrangement, and assembly thereof (including the look and feel of this website), are protected by Irish and international copyright laws, and are owned, controlled or licensed by us, or by the original creators of such materials or their permitted licensors. All such rights are reserved. Such materials may be used only for viewing this website in the ordinary course or as a resource for purchasing the products and/or services offered through this website. Any other use of such materials, including any copying, reproduction, modification, sale, distribution, extraction, re-utilisation, transmission, republication, downloading, display, posting, performance, or other exploitation thereof by any means or medium without the prior written permission of the copyright owner is strictly prohibited.

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You are not permitted to download, print, redistribute or extract any information from this website other than for your personal, non-commercial use. You are not permitted to reproduce, modify or in any way change any of the information available on this website.

### **Links**

This website may also contain hypertext links to websites operated by other third parties. These links are provided solely as a convenience to you and not as an endorsement by us of the content on such third party websites. The responsibility for those websites belongs to the third parties who are identified as operating those websites. Separate terms and conditions will also apply to those websites. We accept no responsibility for the content of or your use of any website which is accessed via a hypertext link from this website. If you decide to access linked third-party websites, you do so at your own risk and in accordance with the prevailing terms and conditions of such third party sites.

### **Complaints**

We are committed to providing you with an exceptional level of service and customer care. We realise that things can go wrong and there may be occasions when you feel that we have not provided the service you expected. When this happens, we want to hear about it so that we can try to put things right.

Please contact: Head of Customer Care - Inter Partner Assistance, Customer Care Team, P.O. Box 11610, Dublin 1, Ireland. Or you may use e-mail: [irelandcustomer.support@axa-travel-insurance.com](mailto:irelandcustomer.support@axa-travel-insurance.com)

### **Privacy Policy**

We are committed to protecting your privacy and security. All personal information that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these terms and conditions by this reference and is available here below.

### **Security**

In accessing this website you accept that electronic mail passing over the Internet may not be free from interference by third parties. In consequence, we cannot guarantee the privacy or confidentiality of any information relating to you passing over the Internet. You shall be responsible for your communications to this Site, including its lawfulness, truthfulness and accuracy.

### **Additional Terms**

These terms and conditions (including the Privacy Policy available here below) constitute the entire agreement between us and you with respect to your access to and use of this website.

If any provision of these terms and conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

Our failure to exercise or delay in exercising a right or remedy provided by these terms and conditions or by law does not constitute a waiver of those or any other rights or remedies.

### **Applicable Law**

We have established this website in the Republic of Ireland. Irish Law shall govern its use at all times and in the event of a dispute the parties shall irrevocably submit to the exclusive jurisdiction of the Irish Courts. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.