

Terms of Use for the mobile hallesche4u app

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Terms of Use

The following General Terms and Conditions (GTC) apply to the use of the hallesche4u app (hereinafter also referred to as “app”), a service of the health insurance Hallesche Krankenversicherung Versicherungsverein auf Gegenseitigkeit, Reinsburgstraße 10, 70178 Stuttgart, Germany (hereinafter referred to as “Hallesche” or “operator”).

The operator reserves the right to alter these terms of use at any time, in particular in the event of changes of legal regulations, changes in highest court jurisdiction, or in case of an extension of services. When the General Terms and Conditions are changed, registered users will be notified within the app and asked for their consent.

1. The app “hallesche4u”

1. The app “hallesche4u” is exclusively intended for customers of the operator. An existing insurance contract with Hallesche is a prerequisite for the use of the app.
2. The app was developed in order to increase the user-friendliness of the company’s services for the policy-holders. To this end, the app offers various functions, for example the creation of health profiles or the digital filing of invoices/receipts for the purpose of reimbursement.

2. Registration

1. For the use of the hallesche4u app it is necessary to set up a user-specific account via the registration function. The registration requires the user to provide all data to be entered in the registration form in full and truthfully. Further prerequisites for the use of the app are an existing insurance contract with the operator and the prior registration by the user.
2. Through the registration, a user agreement in accordance with these General Terms and Conditions comes into effect. The use of the hallesche4u app is free of charge.
3. For the registration, the following data are required:
 - First name
 - Surname
 - Date of birth
 - E-mail address
 - Mobile phone number
 - Contract number
4. The data provided are required to ensure that the user can be allocated as a customer and identified without any doubt. All insurance contracts held by the registered person at Hallesche are displayed in the app.
5. After successful registration, the user will receive his access data (user name and password) by post. User name and password are to be changed by the user after the first log-in. For the user name, an e-mail-address (alias e-mail address) must be used.

3. Purpose of use

1. The hallesche4u app is to be understood as a mobile customer portal and digital health platform for the policyholders of Hallesche.
2. The hallesche4u app offers the option to centrally manage all insurance contracts held at Hallesche. Furthermore, invoices for medical services can be conveniently submitted via smartphone and be viewed at any time.

3. The contents of the app do not constitute medical advice or consultation and cannot replace such services.
4. There is no legal claim to use the app. The operator reserves the right to refuse registration, or usage of the app, without specifying reasons. Likewise, there is no claim to the app and its content being up-to-date, free of errors, correct, complete, or available. The operator is entitled at his own discretion and without prior notice to alter the offers of the hallesche4u app or to discontinue its operation.

4. Conditions of use

1. The hallesche4u app can be downloaded from the Google Play Store or the Apple App Store. The download requires prior registration with the respective App Store and the installation of the App Store software.
2. Furthermore, the use of the hallesche4u app requires the existence of at least one insurance contract between the user and Hallesche. A registration can only be made by submitting the corresponding contract number.
3. Persons with limited legal capacity require the consent of their legal representatives in order to use the app. The user himself is responsible for creating the necessary technical requirements for the use of the hallesche4u app. Furthermore, he bears the connection charges arising from the transfer of data.
4. The operator holds the sole copyright for the content published via the hallesche4u app, in particular text, images, graphics, video, sound or animation elements. This content may only be used or duplicated for personal, non-commercial purposes. Content that was uploaded by the user is not affected by this.
5. The hallesche4u app uses the open source product iRoot. iRoot supports the real-time detection of risks for devices and sessions. The solution preserves the integrity of the application in which it was integrated by using extended analysis and risk-detection for devices in real time. iRoot examines the end device in use in order to ascertain whether it has been compromised, e. g. by jailbreak/root manipulation. The user is not authorized to use the hallesche4u app without iRoot. The use of the hallesche4u app with a rooted end device is possible if the user agrees to it.

5. Links

1. The hallesche4u app contains occasional links to third-party online offers and web presences. This is merely a service to the user.
2. Despite careful content control, the operator does not accept any liability for the content of external links. The operators of the linked pages are solely responsible for their content.

6. General user obligations

1. The user is obliged not to misuse the hallesche4u app. He undertakes to refrain from activities in connection with the app which violate applicable law, infringe the rights of third parties, or breach the principles of the protection of minors.
2. The user affirms that the files uploaded by him do not violate applicable law or the principles of the protection of minors and are free of viruses. The operator reserves the right to delete unlawful content. Furthermore, the user affirms that his submitted invoices have not been manipulated and that the services and prices contained in them are correctly displayed.
3. The user is not entitled to use programs, algorithms or other software in connection with the use of the hallesche4u app which might disturb the functioning of the app. In particular, he must not take any measures that might result in an unreasonable or excessive impact on the infrastructure of the app, or have a disturbing influence on it.

4. During the registration process, the user is asked to define a password. With this password, he can log into the hallesche4u app. The user must keep secret his access data, including the password, and must ensure that they are not accessible to unauthorized third parties. In particular, this includes the selection of a safe password (at least eight characters, consisting of capital letters, small letters, numbers and special characters). It is the user's responsibility to ensure that the use of the hallesche4u app via his user account is exclusively conducted by himself or by persons he has authorized to utilize his user account.
5. Furthermore, the user is obliged to keep his registration data up-to-date. If the submitted data change during the period of use, the user will immediately correct them.
6. The hallesche4u app is intended for non-commercial use only. A use for, or in connection with, commercial purposes is prohibited.

7. My invoices

1. Under the function "my invoices", the user can easily and conveniently manage all refundable invoices and submit them for refund.
2. The user confirms that he only submits invoices that are refundable according to the respective insurance conditions.
3. The user acknowledges that despite digital invoice management errors may occur during transmission.
4. The user agrees to keep the originals of all invoices that are digitally managed in the profile and to send them to the operator upon request.

8. My data

1. Under "My data", the user can change his data, for example password and address, within the app.
2. Changes of address will be updated accordingly in the operator's customer system. The user ensures that the respective changes are true, and that the operator will be provided with appropriate evidence upon request.

9. My contracts

1. Under "My contracts", all existing insurance contracts for his registered contract number are displayed to the user.
2. The app does not make any claim to comprehensiveness with regards to the displayed contracts.
3. The app merely offers the user an overview of the current contracts, including the costs.

10. Contact

1. Under the section "Contact", the user can either make contact with the customer service or directly with his personal contact person from the sales department.
2. The contact with the personal contact person can be made by phone or e-mail, detached from the app. For contact made by e-mail it is necessary that a suitable e-mail program is installed and set up on the smartphone.
3. The contact with the customer service can be made within the app. You will find details on the data transfer by the app to the customer service in the data protection regulations.
4. Within the app, an inbox is available to you. The inbox serves as an electronic mailbox through which we will send you messages. The following types of messages are sent to you via the inbox:
 - general messages (e. g. messages about new app versions)
 - technical messages (e. g. usage restrictions that are due to maintenance work)
 - promotional messages (e. g. product information)

- notifications about new documents (if you have activated the access, contract-related documents are displayed to you in the document center of the respective contract).
5. In order for the messages to be tailored according to your personal situation, the selection of the message content can be based on the evaluation of data you have deposited or saved in the hallesche4u app (e. g. existing insurance contracts). You can object at any time to receiving promotional messages.

11. User data

1. The user's personal data are processed by the operator in strict compliance with the data protection regulations, in particular the European General Data Protection Regulation (GDPR) and the new German Federal Data Protection Act. Further information can be found in the data protection declaration of hallesche4u, available via the link www.hallesche.de/hallesche4u-app-data-protection.pdf.
2. If the user deletes his hallesche4u user account, his data available in the app that are not already being stored by hallesche4u due to an existing insurance relationship will be maintained for another 30 days. Afterwards, the data will be permanently deleted. The user must take care that he has made copies or backups of the data concerning him before the end of this period.

12. Transfer of rights

1. With the upload of content, the user grants the operator a non-exclusive right of use of the respective content for storage and display in the app, free of charge and limited to the duration of this contractual relationship. This right of use shall cover in particular:
 - a. the storage of the content by the operator, as well as its duplication, and
 - b. making the content publicly available by displaying it online in the hallesche4u app.
2. If the user deletes the content he has uploaded in the app, the operator's aforementioned rights of use shall expire. However, the operator shall remain entitled to keep copies made for backup and/or verification purposes, as far as this is legally required.
3. The user confirms to hold the respective rights to the content.

13. Exclusion / limitation of liability

1. The operator has unlimited liability for intent and gross negligence. For simple negligence, hallesche4u is liable only in case of injury to life, body and health, or violation of a fundamental contractual duty (a duty which is fundamental to the proper execution of the contract, and which the contractual partner can, and may, regularly rely upon to be properly executed).
2. In the event of a simple negligent violation of fundamental contractual obligations, hallesche4u's liability is limited to the amount of the foreseeable, typically occurring damage. Otherwise, hallesche4u's liability is excluded.
3. The above-mentioned limitations of liability also extend to the legal representatives and vicarious agents of hallesche4u.

14. Extrajudicial settlement of disputes

For contracts with the Hallesche Krankenversicherung a.G:
OMBUDSMANN Private Kranken- und Pflegeversicherung
Postfach 060222
10052 Berlin
Germany

Phone: +49/800/255 04 44 (free from German telephone networks)

Fax: +49/30/20458931

E-mail: ombudsmann@pkv-ombudsmann.de

Internet: www.pkv-ombudsmann.de

The European Commission has provided a platform for online dispute resolution. The platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>

15. Final provisions

1. The available language for the contractual relationship is German only.
2. Should individual provisions of these terms and conditions be, or become, invalid in their entirety or partially, the validity of the remaining provisions shall not be affected. Instead of the invalid or missing provisions, the respective legal regulations shall come into effect.