

General terms and conditions of use of Hallesche4u

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General terms and conditions of use

The following General Terms and Conditions of Use (GTC) apply to the use of Hallesche4u (hereinafter also referred to as the "application"), a service of Hallesche Krankenversicherung Versicherungsverein auf Gegenseitigkeit, Reinsburgstraße 10, 70178 Stuttgart (hereinafter referred to as "Hallesche" or the "operator").

The operator reserves the right to change these GTC at any time, in particular in the event of changes in the law, changes in supreme court rulings or an expansion of the services. In the event of changes to the GTC, users who are already registered will be notified of this within the application and asked for their consent.

1. "Hallesche4u"

1. "Hallesche4u" is aimed exclusively at the customers of the operator. The prerequisite for using the application is an active insurance contract with Hallesche.
2. The application was developed to increase user-friendliness with respect to the company's services for policyholders. The application provides various functions, including the digital submission of invoices/receipts for reimbursement, amendments to personal data in the self-service and much more.

2. Registration

1. Users must create a user-specific account via the registration function to use Hallesche4u. Registration requires the user to enter full and accurate data in the registration mask. A further prerequisite for the use of Hallesche4u is an active insurance contract with the operator and prior registration by the user.
2. Upon registration, a user agreement will be concluded in accordance with these GTC. The use of Hallesche4u is free of charge.
3. The following data is required for registration:
 - First name
 - Last name
 - Date of birth
 - Email address
 - Mobile no.
 - Contract no.
4. The data provided is required to ensure that the customer can be assigned and the user identified beyond any doubt. All the insurance contracts held with Hallesche by the registered person are displayed in the application.
5. After registration, the user will receive their access data (username and password) by post. The username and password must be changed by the user after the first login. An email address (alias email address) can be used for the username. The assigned alias email address may be used by Hallesche for contact purposes (for example, within the scope of support activities, but for all non-commercial purposes).

6. Alternatively, the user can authenticate using the fully automated online identification provided by our partner Nect and will then be able to access the application immediately. For more information about Nect please visit: <https://nect.com/de/>.

3. Object of use

1. Hallesche4u is designed to be a customer portal and digital health platform for Hallesche policyholders.
2. Hallesche4u enables users to view all their insurance contracts held with Hallesche in a central location. In addition, invoices for medical services can be quickly and easily submitted online and viewed at any time. Payment notices and contract documents are also available digitally in the application.
3. The content of the application does not constitute medical or doctor's advice and cannot replace such advice.
4. There is no legal entitlement to use the application. The operator reserves the right to refuse registration or use of the application without giving reasons for such refusal. Nor is there any claim to the application and its content being up-to-date, error-free, correct, complete or available. The operator reserves the right, at its own discretion, to change the offers of Hallesche4u at any time and without notice or to discontinue the operation of such.

4. Conditions of use

1. The Hallesche4u app can be downloaded from the Google Play Store and the Apple App Store. The download requires users to first register with the respective App Store and to install the App Store software.
It is also available as a web version via the following link: www.hallesche.de/h4u-webversion
2. The condition for using Hallesche4u is still the existence of at least one insurance contract between the user and Hallesche. Registration can only take place by stating the corresponding contract number.
3. Persons with limited legal capacity require the consent of their legal representatives to use the application. The user is responsible for creating the necessary technical conditions to use Hallesche4u. Users shall also bear the connection costs incurred arising from data transfers.
4. The operator has the sole copyright to the content published via Hallesche4u, in particular text, image, graphic, video, sound or animation elements. This content may only be used or reproduced for personal, and not commercial, purposes. Content uploaded by the user is not affected by this.
5. The Hallesche4u app uses a Flutter jailbreak and root detection plugin. This tool supports the detection of risks to devices and sessions in real time. The solution maintains the integrity of the application into which it has been integrated by using advanced analytics and real-time device risk detection. The jailbreak and root detection plugin checks the end device used to determine if it has been compromised, e.g. through jailbreak/root manipulation. The user is not authorised to use the Hallesche4u app without jailbreak and root detection. It is possible to use the Hallesche4u app with a rooted end device if the user consents to this.

5. Links

1. Hallesche4u may contain links to online offers and websites of third parties. This is only carried out as a service to the user.
2. Despite careful monitoring of the content, the operator can assume no liability for the content of external links. The operators of the linked pages are solely responsible for the content of such.

6. General obligations of the user

1. The user shall not to misuse Hallesche4u. The user shall refrain from any activities in connection with the application that violate applicable law, infringe the rights of third parties or violate the principles of the protection of minors.
2. The user declares that the files uploaded by them do not violate applicable law, do not infringe any third-party rights, do not violate the principles of the protection of minors and, in particular, are free from viruses. The operator reserves the right to delete unlawful content. Moreover, the user declares that the invoices submitted by the user have not been manipulated and that the services and costs contained therein are a correct reflection of such.
3. The user is not authorised to use programs, algorithms or other software in connection with the use of Hallesche4u that may disrupt its functioning. In particular, the user may not take any measures that could result in an unreasonable or excessive load on the infrastructure of the application or interfere with it in a disruptive manner.
4. The user is asked to set a password during the registration process. This can be used to log in to Hallesche4u. The user must maintain their access data, including the password, secret and shall ensure that no unauthorised third parties can access such data. This includes, in particular, the selection of a secure password (at least eight characters consisting of upper case letters, lower case letters, numbers and special characters). It is the responsibility of the user to ensure that the use of Hallesche4u via their user account is exclusively carried out by them or by persons authorised by them to use the user account.
5. The user is also under an obligation to update their registration data. Should changes arise in the data submitted during the period of use, the user shall immediately modify such data.
6. Hallesche4u is intended exclusively for non-commercial use. Use for, or in connection with, commercial purposes is prohibited.

7. "Health" tab

1. Various health services are made available to the user in the "Health" tab. Links to online offers and third-party websites **provided** via our application are as a service to the user only.
2. Despite careful monitoring of the content, the operator can assume no liability for the content of external links. The operators of the linked pages are solely responsible for the content of such.
3. The information provided in the "Health" tab does not constitute medical or doctor's advice and cannot replace such advice.
4. Our application uses the software from DOCYET, a program that can evaluate symptoms. Our application uses the software from DOCYET, a program that can evaluate symptoms. The software is operated by DOCYET GmbH, Floßplatz 6, 04109 Leipzig. Please note that the evaluation of symptoms by computer software in no way replaces a visit to the doctor. We therefore strongly recommend that you visit a doctor to have all your symptoms clarified. For more information, please visit www.docyet.com.

8. "Submit" tab

1. The "Submit" function enables users to quickly and easily manage any reimbursable invoices and submit them for reimbursement.
2. The user declares that they will only submit invoices that are reimbursable in accordance with the respective insurance conditions.
3. The user acknowledges that, despite digital invoice management, errors may occur during transmission.
4. The user shall retain the originals of all invoices managed digitally in the profile and shall submit them to the operator on request.

9. "Contracts" tab

1. Under "Contracts", the user can view all the existing insurance contracts that correspond to their stored contract number.
2. The application does not claim to be complete with respect to the contracts displayed.
3. The application only offers the user an overview of the current contracts including costs.

10. Digital document delivery

1. Contract-related documents (e.g. premium changes, premium invoices, payment advices, etc.) are sent to users digitally via Hallesche4u - if necessary, exclusively without additional dispatch by letter post. The documents are stored in the document center of the respective contract. To call up contract documents, the respective contract must be selected in Hallesche4u and the "Documents" button selected there. Payment advices can be called up in the "Submit" tab.
2. Only documents sent to the policyholder's address on file with Hallesche can be provided exclusively in digital form.
3. Users are asked when they first log in whether they want to activate digital document delivery. After successful activation, they will no longer receive all correspondence that has been classified for digital document delivery by post.
4. Contract-related documents are documents that may contain legally effective declarations (e.g. a change in premium). By setting up digital document delivery, the customer expressly consents to Hallesche4u receiving declarations of intent in business and legal transactions. This means that the declarations contained in the documents have the same legal effect as if they were sent to the customer by post.
5. The customer is therefore obliged to check Hallesche4u regularly for the receipt of new documents. He will also be informed by e-mail or push notification when new documents are available for retrieval in Hallesche4u.
6. Customers who wish to receive their documents that can be sent digitally by post can deactivate digital document delivery at any time by selecting the corresponding button in the "Profile > Digital Document Delivery" menu.

11. "Contact" tab

1. Under the heading "Contact", the user can either contact the customer service team or get in touch directly with their personal contact in the sales department.
2. Users can reach their personal contact via phone or email, outside the application.
3. Contact with the customer service team can also be carried out within the application. Please refer to the privacy policy for details on data transfer via the application to the customer service team.

12. "Profile" tab

1. Under "Profile", the user can modify their data within the application, e.g. password and address.
2. Changes of address will be updated accordingly in the operator's customer database system. The user shall ensure that any changes are true and accurate and shall provide the operator with the relevant evidence upon request.

13. User data

1. Personal data of the users are processed by the operator in strict compliance with the data protection regulations, in particular the European Data Protection Regulation and the new Federal Data Protection Act (BDSG-neu). Additional information is available in Hallesche4u data protection declaration via the link www.hallesche.de/hallesche4u-app-datenschutzbestimmungen.pdf.

2. If the user deletes their Hallesche4u user account, their data available in the application that is not already stored by Hallesche4u on the basis of an existing insurance relationship will be retained for a further 30 days. The data will then be irrevocably deleted. The user must ensure that they have made copies or backups of the data relating to them before the expiry of this period.

14. Transfer of rights

1. By uploading content, the user grants the operator a non-exclusive, free, spatially unrestricted right of use to the respective content for the purpose of storage and display in the application, limited in time to the term of this contractual relationship. The right of use includes in particular:
 - a. the storage of the content by the operator as well as their duplication, and
 - b. making the content publicly available by displaying it in Hallesche4u.
2. Should the user delete the content uploaded by them in the application, the aforementioned rights of use of the operator shall expire. However, the latter shall remain entitled to retain copies created for backup and/or verification purposes insofar as this is required by law.
3. The user assures that they own the corresponding rights to the content.

15. Disclaimer/limitation of liability

1. The operator is liable without limitation for intent and gross negligence. In the event of ordinary negligence, Hallesche4u shall only be liable for damages arising from injury to life, limb or health or an essential contractual obligation (an obligation whereby the fulfilment of such is a prerequisite for the correct performance of the contract and on whose compliance the contractual partner regularly relies and may rely).
2. In the event of a simple negligent breach of material contractual obligations, the liability of Hallesche4u shall be limited to the amount of the foreseeable, typical damage that would arise. In all other respects, the liability of Hallesche4u is excluded.
3. The above limitations of liability shall also apply in favour of the Hallesche4u legal representatives and vicarious agents.
4. Hallesche4u has been partially translated anonymously from German into English using an automated translation tool. Although efforts have been made to provide an accurate translation, please note that machine translations may not always reflect the nuances of the original text. Therefore, there may be errors or mistranslations in the app. No warranty of any kind, express or implied, is made as to the accuracy, reliability or correctness of the translations. We apologize for any inconvenience and encourage you to independently verify the information. If you require a professionally certified translation, we recommend that you consult a qualified human translator.

16. Out-of-court dispute resolution

For contracts with Hallesche Krankenversicherung a.G.:
OMBUDSMAN Private Kranken- und Pflegeversicherung
Postbox 060222
10052 Berlin

Telephone: 0800/255 04 44 (free of charge from German telephone networks)
Telefax: 030/20458931
Email: ombudsmann@pkv-ombudsmann.de
Internet: www.pkv-ombudsmann.de

The European Commission has provided a platform for online dispute resolution. The platform is available under the following link: <http://ec.europa.eu/consumers/odr/>

17. Final provisions

1. The language available for the user relationship is exclusively German.
2. Should any individual provisions of these GTC, including this provision, be or become invalid in whole or in part, the validity of the other provisions shall remain unaffected. The invalid or absent provisions shall be replaced by the respective statutory provisions.

Date: May 2024