

EFES App Privacy Policy & Terms of Use

Acknowledgement

Thank you for opting for this mobile phone application ("Application"). This Application grants users access to pertinent information, relevant resources, claims submission services, online contract conclusion tools, and updates on EFES Insurance CJSC's products ("Insurance Services"). The terms "we", "our", and "us" in these Terms denote EFES ICJSC.

Privacy Policy

We highly regard the trust you place in us. Consequently, we uphold this trust by safeguarding your privacy, particularly concerning the confidentiality of any personal data received. This notification elucidates the types of personal data collected through this Application, its utilization, and the circumstances under which it might be disclosed. This Privacy Policy pertains solely to the usage of this Application. It applies exclusively to the data received concerning your utilization of this Application and does not extend to data acquired from third parties or to publicly available information. Periodically, we may revise this Privacy Policy in accordance with pertinent laws and internal group policies, with the latest Policy superseding any prior Privacy Policies associated with this Application.

Choice & Consent

When utilizing this Application, personal data is gathered to assist us in providing effective support for the EFES User. When you use this Application, the personal profile is voluntarily developed by you. We strictly limit the information obtained from you during the application's use to what is essential for conducting our business, delivering exceptional service, presenting useful opportunities to you as an EFES User or otherwise, and ensuring compatibility with your device. The decision to provide your personal data is up with you. However, choosing not to do so may result in our inability to fulfill your requested services. By providing your personal data, including data necessary for biometric identification, any sensitive information such as health or medical conditions, and subsequently using the Application, you are considered to have consented to our collection, processing, maintenance, transmission, utilization, and storage of your personal data, including sensitive information, as well as requisition of information about you from third-parties, for the purposes outlined in this notice. All services within the framework of the contract are performed in the specified ways: by e-mail, official website, mobile application or short (SMS) messages. Notifications made in any of the above ways are considered proper mediums, and there is no requirement for a return notification of receipt (reading) for them. You retain the option to withdraw your consent by informing us in writing and discontinuing the use of this Application by uninstalling it.

Automatically Collected Information

Each time you interact with or utilize this Application, certain information is automatically gathered about you. This data may encompass, but is not limited to the following elements: the specific pages, buttons, images, videos, links, or forms you access within this Application; the software and operating system type and version you use; the date, time, and duration of your usage; your IP address; the type of your device; your mobile carrier and/or internet service provider; your device's location; and demographic details pertaining to your device's country of origin and the languages it employs.

How we use and disclose your information

The majority of the data we gather is utilized to facilitate the delivery of the insurance services accessible through this Application, as per your requests. Additionally, it may enable us to develop and provide tailored products and services that offer benefits, added value, or discounts to our customers. Periodically, we may utilize and disclose personally identifiable information to our third-party service providers, affiliates, and other non-affiliated entities in the following instances:

- In response to judicial proceedings, subpoenas, court orders, or other legal processes;
- To adhere to the legal, regulatory, or administrative requirements of state authorities;
- To safeguard the rights or assets of EFES ICJSC, including customers, suppliers, or consumers, and to enforce the terms or policies, in cases of customer fraud or disputes, and/or to prevent harm to you or others;
- As disclosed in other relevant policies, terms of use, or agreements;
- To manage and serve you better, including marketing and promoting other products and services by EFES, its designated third-party service providers, and its group of companies and affiliates;
- As permitted or required by law or as authorized by you.

You consent to us and our affiliates (including companies in contract of delegation of functions) collecting and utilizing technical and related information, such as details about your device, system, application software, peripherals, and similar data, periodically gathered to facilitate the provision of software updates, product support, and other related services (if applicable) concerning this Application, and to verify compliance with these Terms. Additionally, we may utilize this information to enhance our products or provide improved services or technologies to you in the future.

Certain services provided through this Application may depend on location information. To furnish these services, EFES ICJSC, its affiliates, appointed third-party service providers, and partners may transmit, collect, maintain, process, and utilize your location data, including your device's real-time geographic location. By utilizing this Application, you consent to EFES ICJSC, its appointed service providers, and partners' transmission, collection, maintenance, processing, and utilization of your location data to provide the requested services. The collected location data is not personally identifiable to you or your vehicles.

Our concept of personally identifiable information excludes "aggregate" information. Aggregate information pertains to data collected about a group or category of products, services, or customers, from which individual customer identities have been removed. In other words, information regarding your service usage may be collected and combined with data on how others use the same service, without including personally identifiable information in the resulting data. Similarly, data about the products you've purchased may be collected and combined with information about products purchased by others. Aggregate data aids us in comprehending trends and customer requirements, enabling us to consider new products and services, and tailor existing ones to meet customer needs.

Your Rights of Access to Your Personal Data

You have the right to access and make changes to your personal data handled by us through a written request sent via email. Additionally, you can address any queries or concerns regarding your personal data by reaching out to EFES's Customer Service Officer at 37410 700 800, available from 9:00 a.m. to 5:00 p.m., Monday to Friday, or by email at info@efes.am.

You also have the right to submit a written request to EFES ICJSC, requesting the cessation of processing your personal data, including for marketing purposes.

Security

We maintain security protocols aimed to keep your information secure. Despite our utilization of these security measures, we cannot assure the absolute security of personally identifiable information you provide on this Application, particularly when involving interactions with third-party hardware, software, services, and applications. We cannot guarantee the security or uninterrupted, error-free functioning of such third-party services. Likewise, we are not responsible for physical loss or damage of your device on which the application is installed.

Links and External Websites

This Application includes links to and from other websites. We do not make any representations regarding any other website that you may access from our website or through this Application. We do not take responsibility for the privacy practices or content of those websites, and we explicitly disclaim any liability for the use of such websites.

Notice to Persons Accessing this Application Outside Armenia

If you are located outside of Armenia, any information you submit to us through this Application will be transferred from your country to Armenia. If you prefer to keep your personally identifiable information within your country, we advise against providing it to us. By sharing personally identifiable information with us, you expressly agree to the transfer of your data to Armenia. Any personally identifiable information collected on this Application or during the provision of services may be stored and processed in Armenia or any other country where we, our affiliates, subsidiaries, or service providers maintain facilities.

Use of this Application by Children

We do not aim to gather information from individuals under the age of 18. If you are under 18 years old, please refrain from providing information in this Application unless you have obtained consent from your parents or legal guardian.

Terms of Use

The End User Agreement, along with its provisions encompassing the Privacy Policy for the Application ("Terms"), pertains to the user's interaction with EFES ICJSC concerning the utilization of this Application, including all associated updates and enhancements that either substitute or supplement this Application ("License").

EFES User

As a customer of EFES ICJSC ("EFES User"), you are entitled to access the pertinent Insurance Services provided by EFES ICJSC as outlined in the terms and conditions of your insurance coverage with EFES ICJSC when utilizing this Application. Please consult the insurance policy documents shared by EFES ICJSC for the terms and conditions governing the relevant Insurance Services.

As an EFES User, you have the option to create an account within this Application ("Account"). It is your sole responsibility to safeguard the confidentiality and security of your Account and to monitor all activities conducted through it. Therefore, refrain from disclosing your Account details to any third party. You agree to promptly notify EFES ICJSC of any security breaches affecting your Account.

Non-EFES User

If you are not currently an EFES User or if your coverage under any of EFES's insurance plans has expired, you can still utilize this Application to access emergency contacts, panel listings, marketing materials, and other published information available within the Application.

Scope of License

This Application is available to you under a free license agreement. You do not own this Application. These Terms constitute the comprehensive agreement governing the utilization of this Application. Your download or use of this Application signifies your unequivocal acceptance of these Terms. If you do not consent to these Terms, kindly refrain from downloading, installing, or utilizing this Application. The terms of this License will govern any upgrades that either replace or supplement the Application, unless such upgrades are accompanied by a distinct license, in which case the terms of that license will take precedence.

Intellectual Property Rights

The materials within this Application, encompassing text, images, audio, and video, as well as their arrangement, are subject to copyright and other forms of intellectual property protection by their respective owners. All trademarks, logos, and service marks referenced or utilized in this Application ("Trademarks") belong to their respective owners. The Trademarks and other identifiers associated with EFES may not be altered, used, downloaded, copied, or distributed in any manner other than as an integral component of the authorized download, copy, or transmission of materials from this Application.

The respective owners/licensors hereby grant you a non-exclusive, non-transferable license to download, install, and use this Application on your smartphone, computer, or other electronic or mobile device ("Device") for your personal, non-commercial use in accordance with these Terms. This authorization is contingent upon: (a) refraining from altering the displayed content on this Application; (b) preserving all copyright, Trademark, and other proprietary notices intact; and (c) acknowledging and adhering to the terms, conditions, and notices accompanying this Application or any of its content. Except for the limited authorization outlined in the foregoing paragraph, the respective owners/licensors do not confer upon you any express or implied rights or licenses under any patents, Trademarks, copyrights, or other proprietary or intellectual property rights.

Your use of the Trademarks within this Application, or any other content within this Application, except as specified in these Terms, is strictly prohibited. Furthermore, you are hereby notified that the respective owners/licensors will vigorously uphold their intellectual property rights to the fullest extent of the law, including pursuing criminal prosecution where deemed necessary.

Use of this Application

You are forbidden from transmitting any information or supplying content that: (a) infringes upon any third-party intellectual property, publicity, or privacy rights; (b) contravenes any applicable law or regulation; (c) is defamatory, obscene, profane, false, threatening, pornographic, inappropriate, or unprofessional; (d) contains viruses, Trojan horses, worms, time bombs, or other computer programming routines intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; or (e) is otherwise tortious or criminal. Within the bounds of the aforementioned, users retain the discretion to determine the information to transmit and the content to provide. We typically do not make editorial judgments concerning your transmissions or any content you furnish. Nevertheless, we retain the right to take any measures we consider necessary or appropriate to mitigate any liability arising from your transmissions or

content provision, or to preserve our relationships with our service providers (including Internet access providers). We pledge full cooperation with law enforcement authorities or court orders requesting or directing us to divulge the identity of anyone posting such information or content.

Third Party Beneficiary - Apple

Apple and its subsidiaries are third-party beneficiaries of this End User Agreement. Upon your acceptance of the terms and conditions outlined in this End User Agreement, Apple will possess the authority to enforce this agreement against you as a third-party beneficiary. Apple and its subsidiaries bear no obligation to provide any maintenance or support services concerning this Application.

Third Party Services

The use of this Application entails the involvement of hardware, software, services, and applications that were neither developed nor controlled by us. These include your mobile device, the mobile network provided by your wireless service provider, your device's operating system, browser, email and SMS programs, dialer, and other applications. We cannot guarantee the seamless functioning of such third-party hardware, software, services, and applications with this Application. Therefore, we explicitly disclaim any liability from the involvement and interaction with such third-party hardware, software, services, and applications.

Fees, Costs and Other Expenses

This Application uses data network managed by your wireless service provider to transmit data from your device to our servers and call centers, as well as to send information back to you. Depending on your data plan, you may be subject to charges from your wireless service provider for utilizing their network and/or for specific services such as making phone calls, sending or receiving text messages and/or emails, or other services. You are solely accountable for any and all expenses incurred due to your usage of this Application.

Third Party Service Providers and Advertisers

We reserve the right to display products, services, advertisements, and other offers from our business partners and other third parties into the Application at our discretion. Any such offerings presented to you are directly provided and offered by the respective third-party service provider or advertiser, unless explicitly stated otherwise. By purchasing any of these products or services, you acknowledge that you are entering into a direct contractual agreement with the relevant business partner, third-party service provider, or advertiser. Any interactions or transactions you engage in with third-party service providers or advertisers found on or through the Application, including payment and delivery of goods or services, and any associated terms, conditions, warranties, or representations, are solely between you and such third-party service provider or advertiser. We disclaim any responsibility or liability for the performance or non-performance of any third-party service provider or advertiser, as well as any resulting loss or damage of any nature.

Changes to these Terms

Please note that we will periodically update these Terms, and we reserve the right to modify them at any time. We will notify you of any changes by indicating the date of the last update at the top of these Terms. It is your responsibility to regularly review these Terms and stay informed about any revisions. These Terms supersede any prior terms we have issued regarding this Application, and your continued use of the Application signifies your acceptance of the modifications made to the latest version of these Terms.

Disclaimer & Limitation on Liability

You explicitly acknowledge and agree that your use of this Application entails inherent risks, and you bear full responsibility for assessing the quality, performance, accuracy, and effort associated with it. To the maximum extent permitted by applicable law, this Application and all materials, information, products, software, programs, and services provided herein are offered on an "as is" and "as available" basis, with any faults present, if any, and without any form of warranty.

We hereby disclaim, to the fullest extent permitted by applicable law, all warranties and conditions concerning this Application and all materials, information, products, software, programs, and services provided herein, whether express, implied, or statutory, including but not limited to the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third-party rights. No oral or written information or advice provided by us or our authorized representative shall create a warranty. Specifically, we do not warrant or guarantee that this Application will be uninterrupted, timely, secure, or error-free.

To the fullest extent permitted by applicable law, under no circumstances shall we be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, data corruption or loss, failure to transmit or receive data, business interruption, or any other commercial damages or losses, arising out of or related to this Application or your use of or inability to use this Application or any materials, information, products, software, programs, and services provided herein, regardless of the cause, whether in contract, tort, or otherwise, even if we have been advised of the possibility of such damages. In jurisdictions where the exclusion of liability is prohibited by law, our total liability to you for all damages shall not exceed the amount of ten Armenian drams (AMD 10.00). These limitations shall apply even if the aforementioned remedy fails its essential purpose.

Term and Termination

These Terms take effect immediately upon your download of this Application and shall remain valid until your usage of this Application ceases. You have the option to terminate your access to this Application or uninstall it at any time. Failure to comply with these Terms will result in the automatic termination of any rights granted to you, without prior notice, and you must promptly delete all copies of downloaded materials in your possession or under your control. We reserve the right to terminate this Application at any time and for any reason, with notice provided. Upon termination, your authorization to use this Application will cease.

Provisions within these Terms pertaining to limitations on liability shall persist even after the termination of these Terms and shall remain in force indefinitely.

Governing Law

These Terms and any actions associated with them shall be governed and construed in accordance with the laws of Republic of Armenia. You consent to the notion that any notice, agreement, or other communication disclosed by us to you electronically will fulfill all legal communication requirements, including those necessitating written form.