

TERMS OF USE AND LEGAL INFORMATION

General

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Your access to and use of this Application is expressly conditioned on your acceptance of these Terms. You are not authorized to use this Application if you do not agree to these Terms. By agreeing to these Terms when prompted by the Application, and for so long thereafter as you continue accessing this Application and using its content and services, you acknowledge and agree that you have read, understood, and agree to be bound by these Terms. We reserve the right to change, modify, add to, or remove portions of these Terms at any time in our sole discretion. If we make any such revisions, we will notify you of those changes through the Application and prompt you to reaffirm your acceptance of, and agreement to be bound by, the Terms as described above provided, however, that it is your responsibility to regularly check the Application for any such notices. Your failure to reaffirm your acceptance within 3 days upon receipt or your continued use of the Application will constitute your continued acceptance of, and agreement to be bound by, these Terms. We are entitled to modify, reduce, discontinue, remove or otherwise terminate this Application, or any portion thereof, including any or all of the services, functions and information offered thereon, at any time without prior notice to you. We grant you a revocable, non-exclusive, non-transferable license to access and use the Application in accordance with these Terms. You agree to use the Application only as set forth in and in accordance with these Terms. All rights not specifically and expressly granted under this Terms are reserved by us. This Application is licensed, not sold. Your license confers no title or ownership in this Application and should not be construed as a sale of any rights in this Application. The terms of the license will govern any upgrades we provide that replace and/or supplement the original App unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern.

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This Application is available for your non-commercial, private, personal, and informational purposes only. You may not use the Application in any other way for any other purpose. The posting of content and access to the Application do not represent, either explicitly or implicitly, any provision of services or products by us, nor does it represent any promise to you that such Application access will be available to you now or in the future or that you qualify to receive any information, or that it will be fit for a particular purpose.

You agree that you are responsible for your own conduct and content while using the Application, and for any consequences thereof. Specifically but without limitation, you are responsible for any changes

made to any insurance policy through the Application. You warrant as a condition of your use of the Application to only use the Application for purposes that are legal, proper and in accordance with these Terms and that you will only use the Application as authorized by law and to not use the Application when or where such use is illegal in the jurisdiction in which you are using it.

You agree that you will not use the Application while driving or otherwise operating a vehicle of any kind or while you are otherwise distracted. This Application is not designed or intended to be used for or in connection with real-time turn-by-turn navigation or route guidance based on your device's position. Location data provided by the Application is not intended to be relied on for navigational purposes or related applications, particularly in situations or in applications where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Such navigational purposes or related applications include without limitation military use; aircraft navigation or communication systems; air traffic control systems; navigation at sea; backpacking, hiking, or "off-road" navigation of any kind; or any other such applications. Location data may not be accurate. We do not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data available via the Application. Display of location data for various, third-party businesses, including but not limited to, hospitals or other medical facilities, vehicle repair shops, towing services, taxi services, and car rental services, does not constitute a recommendation, endorsement, guarantee, or warranty by us, or any applicable Provider, of such third-party business. The Application and some or all of its content and services may not be available or accessible in, from, or to all countries or in all languages. We do not make any representation that the Application is appropriate or available for use in any particular location. To the extent you choose to access the Application, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.

AWP attempts to make the content available via this Application useful and up-to-date. However, use of this Application or any of the content or services available thereon is entirely at your own risk and discretion. You assume all risk. The content provided in this Application is non-exhaustive and is for informational purposes only. Further, neither we nor this Application, nor any of the content or services available through the Application, shall be construed as providing advice of any kind or any nature, and we shall not be responsible for the accuracy of the content presented herein or consequences of your reliance thereon. The content available on this Application is also not intended to be, nor should it be treated as, a substitute for professional medical advice or treatment. If you have any medical-related questions before, during, or after your trip, or if you believe you may require medical advice or treatment of any kind, AWP strongly recommends that you contact your doctor or other qualified health provider. If you need urgent medical assistance, please contact the closest emergency room or call the local emergency services number.

Some of the content, services, or information provided through this Application may be through one or more third party providers. AWP is not responsible for the content, services, or information provided by third party service providers to be delivered through this Application. You agree that you are solely responsible for any charges incurred from third party service providers.

You agree not to use the Application to transmit information or content that is: (1) unlawful in any jurisdiction to which you or we are subject; (2) obscene, harmful, threatening, harassing, defamatory, or invasive of the privacy of another; (3) an infringement of another's intellectual property rights; (4) falsified; (5) containing or transmitting software viruses or any other malicious computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware. Regardless of whether such violation is intentional or unintentional, you agree to indemnify and hold us harmless from any liability resulting from your violation of these Terms.

The Application may communicate with applicable servers from time to time to check for available updates to the Application, such as bug fixes, patches, enhanced functions, and new versions. If you elect in the Application to automatically request such updates, you agree to receive such updates on your device.

Connectivity and Carrier Charges

You acknowledge that the Application may require internet connection, phone service, text messaging capability, data access, data network connectivity and/or location data (GPS) (collectively, "Connectivity") to perform its intended function or to receive updated information and alerts. You are responsible for ensuring that all Connectivity is enabled and available on your device in order to receive functionality, updates or alerts that require it. If you fail to do so, you will not receive such functionality, updates or alerts. We are not responsible in any way for any issues encountered as a result of reduced, restricted, interrupted or unavailable Connectivity. Use of certain features of the Application or specific content or services available hereon may require you to accept additional terms of use applicable to such feature.

Carrier charges, rates, fees, and taxes for device, data and text messaging use may apply to use of this Application and any content or services available hereon, including without limitation roaming charges, international charges, charges to access carrier networks, fees to access mobile application or websites, fees from other websites providing services, charges for downloaded content, SMS charges and other charges related to services. You agree that you are solely responsible for all such expenses you incur from your device carrier and any other service provider.

Translation of drug names

International Nonproprietary Names (INN) facilitate the identification of pharmaceutical substances or active pharmaceutical ingredients. Each INN is a unique name that is globally recognized. The pharmacist may be able to use the INN to identify the local name of the equivalent drugs. Drug availability is subject to local law and regulation and may depend upon your location. However, again, the content provided in this Application is non-exhaustive and is for informational purposes only. Further, neither we nor this Application, nor any of the content or services available through the Application, shall be construed as providing advice of any kind or any nature, and you agree that neither AWP nor its affiliates are responsible for the accuracy of the content presented herein or consequences of your reliance thereon.

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Disclaimer of Warranty

THIS APPLICATION AND ALL CONTENT AND SERVICES AVAILABLE THROUGH THIS APPLICATION (INCLUDING WITHOUT LIMITATION APPLICATIONS, SERVICES, MAPS, CALL FUNCTIONALITY, TRAVEL INFORMATION, TRANSLATIONS, REFERENCE DATABASES (E.G. DRUG DICTIONARY, EMERGENCY NUMBERS, MEDICAL PROVIDERS), FLIGHT INFORMATION, POLICY/CLAIM INFORMATION, GRAPHICS, TEXT AND HYPERLINKS, AND REFERENCES TO OTHER SITES) IS PROVIDED AS A REFERENCE ONLY. IT IS NOT INTENDED TO BE, AND MUST NOT BE USED AS, A SUBSTITUTE FOR, MEDICAL ADVICE. USE OF ANY OF THE FOREGOING IS AT YOUR SOLE RISK. THE APPLICATION AND CONTENT AND SERVICES AVAILABLE HEREON IS SUBJECT TO ALTERATION WITHOUT PRIOR NOTICE AND IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT THE ADEQUACY, ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY

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Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM, AND YOU AGREE NOT TO HOLD US RESPONSIBLE FOR, ANY LOSSES, DAMAGES, INJURIES, CLAIMS OR OTHER LIABILITY OF ANY KIND, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESSING OR USING OR INABILITY TO ACCESS OR USE ALL OR ANY PART OF THE APPLICATION OR ANY OF THE INFORMATION CONTAINED THEREIN OR YOUR RELIANCE ON THE APPLICATION AND/OR SUCH INFORMATION, OR ANY FAILURE OF PERFORMANCE, ERROR, INTERRUPTION, DEFECT, DELAY IN TRANSMISSION, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS OR CONTENT, OR LINE OR SYSTEM FAILURE ASSOCIATED WITH THE APPLICATION OR THE INFORMATION CONTAINED THEREIN, REGARDLESS OF OUR NEGLIGENCE AND/OR KNOWLEDGE THEREOF. THE LAW IN CERTAIN STATES MAY NOT ALLOW THE DISCLAIMER OR EXCLUSION OF ANY OR ALL OF SUCH LIABILITY, AND AS SUCH, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU; HOWEVER, IN ANY EVENT, THE ABOVE PARTIES' LIABILITY TO YOU FOR ANY AND ALL LOSSES, DAMAGES, INJURIES AND CLAIMS OF ANY KIND, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED TEN DOLLARS (\$10.00).

Access to Member Services

Login through our members' area of our Application is provided strictly to facilitate registered policyholders to view and administer their health insurance from us and not for any other purpose. In the event that you wish to avail of our member login service, you undertake that all information provided in accessing and using member login is true complete and accurate. We reserve the right to terminate access to member login at our discretion.

Hyperlinked and Referenced Websites

FOR YOUR CONVENIENCE CERTAIN HYPERLINKS OR REFERENCED WEBSITES IN THIS APPLICATION MAY TAKE YOU TO THIRD PARTIES' WEBSITES, WHICH ARE GENERALLY RECOGNIZED BY THEIR TOP-LEVEL DOMAIN NAME. THEIR CONTENT HAS NOT BEEN INVESTIGATED OR ANALYZED BY US, AND WE DO NOT WARRANT THE ADEQUACY, ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION ON HYPERLINKED OR REFERENCED WEBSITES AND EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY AND ALL OF THEIR CONTENT.

By accessing this Application, you also agree to abide by the terms of use and other policies applicable to any website accessed or hyperlinked through this Application.

Privacy

AWP believes that an individual's personally identifiable information should be handled with the utmost respect and care, and we are committed to protecting your privacy and confidentiality. We take our responsibilities regarding privacy and security of your information very seriously. AWP's Privacy Notice contains a detailed description of our practices regarding data privacy and security. For purposes of this Application, our Privacy Notice is applicable to any data that identifies you and is either provided to us by you or collected from your device via this Application, and it explains how we use that data and how we protect your privacy. For purpose of this Application, when "website(s)" are referenced in our Privacy Notice, that includes this Application. Our Privacy Notice is subject to change without notice. Continued use of the Application by you will constitute your acceptance of any revisions to the Privacy Notice. You will be bound by any such modifications. As such, it is your responsibility to check our Privacy Notice regularly. Do not use the Application if you do not agree with our Privacy Notice.

By using this Application, you are agreeing to the collection and use of your personal information as described herein and in our Privacy Notice. We will only collect and use your personal data for the purpose of providing you with content or services you request through the Application and for the other purposes described herein, and only to the extent necessary for those purposes. This may include sharing your data with affiliates or third party service providers, but only for the purposes of providing you with the services or content you have requested through the Application, or to resolve an issue or inquiry that you have raised through the Application or with the third party or affiliate in question.

With respect to this Application, we collect information you input into the Application and information about your device and usage of the Application and content. We may use cookies (text files on your device) to do so. You can refuse cookies by disabling them in your browser; however, please note that doing so may affect the content and functionality of the Application. Information collected may include your name, email address, policy number, geolocation, device information, network provider, and operating system/version. This information will be used to enable you to use the functionality of the Application and access the Application's content and services.

In addition, we use Google, Inc.'s Google Analytics and FollowAnalytics, Inc.'s FollowAnalytics software and services, which may collect the above-described information as well as information about your usage and other device-generated information. These services monitor a user's usage of the Application and content to generate reports and information for us. We use those reports only for our (and/or our affiliate's) business purposes (i.e. optimization of the content you see from us, Application and content development and improvement, and other purposes provided herein). As a condition of your use of the Application, you agree to our use of these analytics services. You can access the Google Analytics privacy policy. These policies are maintained by FollowAnalytics, Inc. and Google, Inc. respectively and are subject to change without notice.

Jurisdiction; Applicable law

These Terms are written and provided in Thai and English, and any provided translation will be governed by the Thai version. These Terms will be governed by and construed in accordance with the laws of the Kingdom of Thailand without giving effect to its conflicts of laws principles. You agree that any legal action, suit, or proceeding arising out of or relating to these Terms or the use of (or the inability to use) this Application, or any functions thereof, must be brought solely and exclusively in the courts of Thailand.

Further, you irrevocably submit to the sole and exclusive personal jurisdiction of such courts generally and unconditionally, with respect to any action, suit or proceeding brought with respect to these Terms or this Application.

In the event that any clause or provision of these Terms is held by any court of competent jurisdiction to be invalid, illegal or unenforceable, you agree that any such provision(s) shall be deemed modified to the minimum extent necessary to render such provision valid, legal and enforceable where possible, and where not possible, then any such provision(s) shall be severed from the remainder of these Terms, and the invalidity of such provision(s) will not affect any other provision of these Terms.

The Application is subject to Thai's law. By using the Application, you agree to use the software only for purposes that are legal, proper and in accordance with these Terms. You may not use or otherwise export or re-export the Application except in compliance with and as authorized by applicable Thai's rules, laws or regulations. Specifically, but without limitation, the Application may not be used, exported or re-exported into (or to a national or resident of) any country without written consent by us. By using the Application, you represent and warrant that you are not located in, under control of, or a national or resident of any country which not allow using, exporting or re-exporting into.

You acknowledge and agree that third party distributors of the Application, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, such third party distributors will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

The headings used herein are for convenience only and will be given no effect in the construction of interpretation of these Terms.

Plan Information and About Us

Insurance plans are subject to terms, conditions, and exclusions. Plans are available to all residents. For a complete description of the coverage and specific benefit limits offered under your plan, carefully review your letter of confirmation/declarations and insurance policy/certificate of insurance. AWP is the licensed producer and administrator of this plan and an affiliate of Allianz Worldwide Partner. You shall not receive any special benefit or advantage because of the affiliation between AWP and Allianz Worldwide Partner.

When you click the button on this Application or other site to purchase insurance from us, you are submitting a request for coverage from the insurer. This request for coverage is considered an offer by you to the insurer. The insurer may decline to accept your offer, or your coverage may later be nullified and voided as if it were never in effect, if you fail to meet the terms and conditions of that coverage. This includes, but is not limited to, any circumstance where providing cover, benefit, or services under the policy, or the underlying business or activity, would (1) violate any applicable law or regulation, including without limitation any economic or trade sanction or embargo; or (2) be provided within, or otherwise related to, any country subject to comprehensive economic and/or trade sanction or embargo in the Allianz Worldwide Partner's restricted listed.

Assignment

You shall under no circumstances be entitled to assign or novate your rights and obligations under these Terms. We may assign or novate our rights and obligations under these Terms without your consent, and you agree to, at your own expense, take whatever action or execute any document required for the purpose of effecting any such assignment or novation by us.

Remedies and Waivers

No failure to exercise, nor any delay in exercising, on our part, any right or remedy under these Terms, shall operate as a waiver of any such right or remedy or constitute an election to affirm these Terms. No election to affirm these Terms on our part shall be effective unless it is in writing. No single or partial exercise of any right or remedy prevents any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies provided by law.

PLEASE BE ADVISED: This plan contains insurance benefits (which may include disability and/or health insurance benefits) that only apply during the covered trip. This optional coverage may duplicate coverage already provided by your personal auto, home, renter's, health, life, personal liability, or other insurance policy or source of coverage but may be subject to different restrictions. You should review the terms of this policy with your existing coverage. This insurance is not required to purchase any other products/services. Unless licensed, travel retailers and their employees may provide general information

about the insurance, including a description of coverage and price, but are not qualified/authorized to answer technical questions about terms and conditions of the insurance or evaluate the adequacy of existing coverage.

You expressly acknowledge, understand and agree that you are using the Application at your sole risk and discretion, and that the Application is provided and used on an “AS IS” and on an “AS AVAILABLE” basis without any representations, warranties, promises or guarantees whatsoever of any kind by us. Prior to making any decision to use the Application, you shall conduct your own due diligence and rely only on your own examination and investigation thereof.

We assume that you have already read these Terms, especially the risks and disclaimer stated herein and hereunder, and you shall automatically be regarded and agree to take all risks (including but not limited to the risks stated herein) in relation to using the Application.

These Terms were last revised on, and are effective as of [1 Jan 2019].

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