

General Conditions of Use of the Site

Internet and

Mobile Application

Updated date: 09/27/2023

| | |
|--|----|
| Legal Notice..... | 1 |
| Article 1. Definitions..... | 1 |
| Article 2. Fields of application..... | 2 |
| Article 3. Management of user accounts..... | 2 |
| 3.1. Creating a user account..... | 2 |
| 3.2. Deleting a user account..... | 3 |
| Article 4. Description of services..... | 3 |
| 4.1. Services for comparing and providing offers for group insurance, supplementary health and protection contracts and intermediation services for the conclusion of contracts..... | 3 |
| 4.1.1. Service for providing proposals for group supplementary health and welfare insurance contracts..... | 4 |
| 4.1.2. Intermediation service for the conclusion of group supplementary health and welfare insurance contracts..... | 4 |
| 4.2. Management services for group contracts subscribed to for companies..... | 5 |
| 4.3. Service for managing affiliations to contracts taken out for policyholders..... | 5 |
| 4.4. Administrator portal Chartered Accounting Firm giving access to compliance analyzes and audits as well as all the management documents necessary for setting up payroll..... | 6 |
| Article 5. Obligations of Sidecare..... | 6 |
| 5.1. Availability of the site and the Application..... | 6 |
| 5.2. Maintenance of the site and the Application..... | 7 |
| 5.3. Security..... | 7 |
| Article 6. User obligations..... | 7 |
| Article 7. Exclusions and limitations of liability..... | 8 |
| 7.1. As for the functionalities and contents of the site and the application..... | 8 |
| 7.2. As for the services offered on the site..... | 9 |
| Article 8. Personal Data..... | 9 |
| Article 9. Cookies and Javascript..... | 9 |
| Article 10. Intellectual Property..... | 10 |
| Article 11. Disputes..... | 10 |



Legal Notice

These General Conditions govern the use of the site www.sidecare.com (hereinafter referred to as “the Site”), belonging to SAS Lounna, 54 rue de Seine 75006 Paris, an insurance brokerage company with capital of 21,246.77 euros and the Sidecare mobile application (hereinafter referred to as “the Application”) available on the Apple Store and Google Play.

The company Lounna operates under the commercial name SideCare, is registered with the Paris RCS under number 831 322 367, registered with ORIAS (Organism for the Register of Insurance Intermediaries) under number 18 000 400. Its APE code is 6622 Z.

Sidecare is subject to the obligations of insurance intermediaries in Article L. 511-1 et seq. of the Insurance Code and Article L. 519-1 et seq. of the Monetary and Financial Code and is under the control of the ACPR , Prudential Control and Resolution Authority 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09.

It does not hold any direct or indirect participation, voting rights or capital of a partner insurance company whose offers are compared on the Site and the Application and none of these insurance companies holds any direct participation or indirect, voting rights or capital of Sidecare. It is therefore legally and financially independent of its partners and has professional civil liability insurance for the exercise of its activities.

The Lounna company is remunerated as an intermediary and receives remuneration paid to it by its insurance partners. The commissions received are based on the premiums paid by our clients and vary according to the partnership agreements.

By accepting these general conditions when registering, the User confirms having read, understood and accepted the content of these General Conditions.

Article 1. Definitions

Site: web platform published by the company LOUNNA operating under the commercial name Sidecare, accessible at the address www.sidecare.com;

Application: mobile application published by the company Lounna, accessible on Apple Store and Google Play.

Consumer: person who uses the Services for needs unrelated to their professional activity;

User: any Internet user who accesses the Site or the Application, either as a simple holder of a user account, or as a subscriber to a group contract via Sidecare, or as an affiliated employee to a group contract taken out by their employer through Sidecare;

Services: services offered by Sidecare on the Site and the Application.



Article 2. Fields of application

These General Conditions govern the relationship between the User and Sidecare.

These General Conditions of Use (CGU) apply, without restriction or reservation, to any Service offered by Sidecare on its website www.sidecare.com and on the Sidecare Application.

They apply to all features and all Services offered by the Site and the Application, to the exclusion of all other conditions. The fact of the User creating an account and validating the form which specifies that “by continuing, you accept our T&Cs ([link](#)) and our confidentiality policy ([link](#))” demonstrates their acceptance of these general conditions, without restriction or reserve.

Sidecare reserves the right to modify these T&Cs at any time. The new conditions will, where applicable, be brought to the attention of the customer by online modification and will be applicable to the Services used after the modification.

The French version of these General Conditions takes precedence over any other version.

Article 3. Management of user accounts

3.1. Creating a user account

In addition to acceptance of these General Conditions, access to all Services other than simple consultation of the Site is subject to opening an account on the Sidecare site using a valid email address.

Use of the Site is prohibited for minors.

The User must inform Sidecare of any change of email address affecting the use of the account.

The identifier must not be used by third parties without the consent of the User himself.

The User is responsible for managing and safeguarding his password and username. Sidecare cannot be held responsible for damage caused by the User's negligence.

In the event of misappropriation or fraudulent use of an identifier and/or password by a third party, the User undertakes to immediately inform Sidecare.



By creating an account, the User agrees to receive certain notifications necessary for the proper functioning of the Site.

Opening an account is free (excluding any connection costs, the price of which depends on your electronic communications operator).

3.2. Deleting a user account

The User can delete their account at any time.

Deletion of the account automatically terminates the ability to access the Services. The data will be deleted immediately.

If the User wishes to reconnect after deleting their account, they will have to create a new account.

Article 4. Description of services

Sidecare provides a comparison, subscription and management service for insurance, supplementary health and protection contracts.

Access to the Services is completely free.

Sidecare reserves the right to modify at any time the Services provided on the Site and the Application as well as all the functionalities and contents of the Site or the Application.

In the event of non-compliance with these General Conditions, Sidecare reserves the right to interrupt, temporarily or permanently, without delay, access to the Services to the User concerned.

The Site offers 4 features:

- The provision of insurance contract proposals, with the possibility of subscribing to said contracts online,
- A business space allowing employers to monitor the management of their group contracts,
- A secure space allowing employees to join group contracts signed by their employers and to submit their requests.
- A Chartered Accounting Firm administrator portal giving access to analyzes and compliance audits as well as all the management documents necessary for setting up payroll.

The Application is available to policyholders and allows them to consult information about their contracts taken out by their employers as well as health care reimbursement information made available by the insurer.



4.1. Services for comparing and providing offers for group insurance, supplementary health and protection contracts and intermediation services for the conclusion of contracts

4.1.1. Service for providing proposals for supplementary insurance group contracts health and welfare

The Site allows the User who is an employer to establish a comparison between a current contract and offers from other competing companies that are partners of Sidecare. The comparison concerns both prices and guarantees. At the end of the comparison, Sidecare provides the User with the most suitable proposal for them.

To benefit from this service, the User can send their current contract to Sidecare via the Site, by following the instructions mentioned on the Site.

Within an indicative period of less than one month, the User is informed by email that one or more proposals are available in their private space, which they can access via a hyperlink.

4.1.2. Intermediation service for the conclusion of group supplementary health and welfare insurance contracts

After having read the contract proposals provided by Sidecare, the User who has the status of employer has the possibility of subscribing to a group contract via the Site, thanks to a secure electronic signature process.

Before subscribing to the contract, the User undertakes to read the brochure, the table of guarantees and the information notice, documents which are communicated on their "private space" with the contract proposal. The name of the insurance company(ies) guaranteeing the contract is indicated on the brochures as well as on the information notices. The User cannot electronically sign the proposed contract without having checked the box(es) indicating that he acknowledges having read all of these documents.

Please note that Sidecare is a broker playing the role of a simple intermediary connecting the User with insurance companies, offering additional health and welfare insurance. The User's attention is drawn to the fact that by electronically signing a contract via the Site, the User is directly involved with the insurance company.

Under articles L. 112-2/1 of the Insurance Code, natural persons having concluded a distance contract for purposes which do not fall within the scope of their commercial or professional activity

To exercise their right of withdrawal, the person must write to the company LOUNNA 54 rue de Seine, 75006 Paris.

However, the right of waiver does not apply to contracts executed at the request of the insured before the expiration of the withdrawal period, i.e. taking immediate effect before the expiration of the withdrawal period.



In this case, the Subscriber Client who has requested the start of execution of the contract before the expiry of the waiver period, must, if he wishes to use his right of waiver, pay the portion of the contribution corresponding to the period during which the risk was covered at his request.

The amount thus owed is calculated according to the following rule: Amount of the annual contribution (excluding management fees) / 365 x the number of days guaranteed.

4.2. Group contract management services subscribed to for businesses

The “business area” of the Site allows companies to manage group contracts that they have previously subscribed to via the Site.

In this space, Sidecare provides the User with all the documents relating to the conclusion and execution of the group contract, including in particular the signed contract, calls for contributions, DSN slips (Nominative Social Declarations) , notices, amendments and information relating to company employees who are affiliated to the group contract.

When any new document is put online, the User receives an email notification informing them of the availability of said document on the business area, and allowing them to access it via a hypertext link.

4.3. Service for managing affiliations to contracts taken out for policyholders

The “insured area” of the Site allows employees to join a group contract taken out by their employer via Sidecare, to send various requests and to receive insurance proposals.

To be able to join a group contract, the Employee User must provide a certain amount of personal data detailed in Sidecare's Confidentiality Policy.

The “insured space” also allows employees affiliated to a group contract:

- access the details of the group contract guarantees;
- update their personal data;
- to transmit their reimbursement requests.

The Application made available to employees affiliated to a group contract allows them :

- access the details of the group contract guarantees;
- to transmit their reimbursement requests.



Regarding reimbursement requests, it is specified that Sidecare, in its capacity as broker, does not process them directly, but transmits them to the company and the company manager.

4.4. Administrator portal Chartered Accounting Firm giving access to analyzes and compliance audits as well as all the management documents necessary for setting up payroll

The Chartered Accountant space allows the User to access a social compliance analysis of the Health and Protection insurance contracts of their business clients. This analysis reflects any anomalies detected, such as the absence of a mandatory contract or the presence of guarantees that do not comply with regulatory and conventional obligations.

This space also allows the User to follow the signatures of contracts by their Business Clients and to consult the configuration elements of these contracts in order to pass them on to their Payroll software.

The Chartered Accountant User can also view the affiliations of the Employees of their Business Clients, as well as changes in the Employees' choices (assignment of beneficiaries, change of option, etc.)

Finally, the Chartered Accountant space allows the User to consult the various elements of Payroll Variables transmitted by their Business Clients via their interface. These elements include Rewards, Transport Tickets and Restaurant Tickets among other things. He can also consult leave and absence declarations. These modules are optional and can be activated by the Client Company.

Article 5. Sidecare Obligations

5.1. Availability of the site and the Application

Sidecare undertakes to make the functionalities of the Site and the Application available to Users.

Sidecare will endeavor to ensure the availability of the Site and the Application 24/7, subject to any planned maintenance requiring temporary technical interruption. Access is considered unavailable when one or more elements of the Site or the Application undergo an interruption whose origin is not planned maintenance, causing total unavailability of the Site or the Application. Sidecare cannot guarantee 100% continuous availability of the Site and the Application due to the potential occurrence of external events (cyber attack, disruption of hosting, etc.), the obligation of availability of the Site and the Application constitutes a simple obligation of means. Sidecare will make its best efforts to restore access to the Site and the Application within a reasonable time frame.



Sidecare may automatically, with two working days' notice or without notice if the situation presents a serious emergency, suspend or block access to all or part of the Site, the Application and/or the Services in the following cases :

- To comply with any law, regulation, court order, or any request or injunction requiring immediate action;
- To avoid any interference that could cause damage or degradation Sidecare equipment.

5.2. Maintenance of the site and the Application

Sidecare undertakes to permanently ensure the maintenance of the Site and the Application in order to allow Users to use the Services under normally expected conditions.

5.3. Security

Sidecare guarantees that it has implemented adequate physical and logical security measures taking into account the nature of the data stored and taking into account the risks involved, in accordance with the state of the art.

The User acknowledges that Sidecare cannot guarantee 100% data security and that the security obligation has the characteristics of a reinforced obligation of means.

Article 6. User obligations

The user must provide true and correct information. He must refrain from any illicit action having the object or effect of:

- To interrupt, destroy, limit or interfere with the Services or the functionalities of the Site as well as the functionalities of any software or telecommunications hardware used to operate the Site;
- Infringe the rights of third parties (violation of privacy, infringement of intellectual property rights, criminal offenses affecting individuals such as insult, defamation, identity theft).

The User guarantees Sidecare against any claims from third parties for which it may be responsible and for any damage caused by non-performance of its obligations. Consequently, the User must indemnify and guarantee Sidecare against all third party claims resulting from the User's faults. In the event of legal proceedings, the User must reimburse Sidecare for all costs linked to the procedure (in particular lawyer, court registry, bailiff, expert's fees and others).

Upon reporting or on the basis of its own findings, Sidecare reserves the right, as soon as it becomes aware of it, to delete or block any illicit content or any account from which a User carries out illicit actions.



A notification will be sent to the User, author of the illicit action, to inform them and order them to cease any illicit action.

After opening their account, the User undertakes to use the Services in accordance with these General Conditions and the law in force. Failing this, Sidecare reserves the right to delete or suspend the User's account without delay. Sidecare cannot under any circumstances be held responsible in the event of deletion or suspension of a User account motivated by non-compliance with these General Conditions or the regulations in force.

Article 7. Exclusions and limitations of liability

7.1. As for the functionalities and contents of the site and the application

The Sidecare Site and Application are made available as is. The User uses the Site or the Application at his own discretion. Therefore, Sidecare cannot be held responsible in the event of any loss or damage whatsoever that may arise from the use of the Site or the Application.

Sidecare is in no way responsible for content that could possibly be posted by third parties, including posted by other Users. Consequently, Sidecare cannot be held liable in the event of any loss or damage whatsoever that may arise from the actions or omissions of third parties, including for example if another User is guilty of the abusive use of content, the identity of another User or their personal information.

The Site may contain links to other websites. Sidecare has no control over and does not endorse third party sites. Consequently, Sidecare cannot be held responsible for the availability or content of these third-party sites, which the User uses at their own risk.

Sidecare's liability towards the User can only be incurred for facts which are directly attributable to it.

In any event, Sidecare's maximum cumulative liability for any loss or damage that the User may suffer in connection with the use of the Site and the Application is limited to 1,000 euros.

Sidecare cannot under any circumstances be held responsible for any indirect damage such as loss of profits or operating losses.



7.2. As for the services offered on the site

Please note that Sidecare acts as an insurance intermediary. Consequently, Sidecare cannot be held responsible for the non-execution or poor execution of the insurance contract taken out between the insurer and the subscriber through it.

Sidecare can only be held responsible in the event of duly proven fault on its part, for facts which are directly attributable to it and which cause direct and certain harm to the User.

Sidecare cannot under any circumstances be held responsible for indirect damage such as loss of profits or operating losses.

Article 8. Personal Data

Users of the Site and the Application are invited, to find out how their personal data is processed, to consult the personal data protection policy for the service, accessible below.

In the event of persistent disagreement concerning data, users can contact the CNIL at the following contact details: Commission Nationale Informatique et Libertés, 3 place de Fontenoy 75007 Paris, 01 53 73 22 22.

The Data Protection Officer officially designated to the CNIL is: Mr. Benjamin Ponsan (benjamin@sidecare.com).

Article 9. Cookies and Javascript

The Site uses cookies and trackers.

Cookies are small text files stored in the browser of the User's terminal when they use a website, and allowing the browser of their terminal to be recognized and information to be retained during the validity period of the cookie concerned.

When consulting the Site, information relating to navigation may be recorded in "Cookies" files installed on the User's terminal (computer, tablet, smartphone).

These cookies are issued by Sidecare in order to facilitate the User's navigation on the Site.

Unless the User decides to deactivate cookies, he accepts that the Site can use them.

The User can deactivate these cookies at any time, free of charge, in their terminal with the appropriate settings of their Internet browsing software,



knowing, however, that this risks preventing accessibility to the Services offered by the Site.

If the User deactivates Javascript this prevents accessibility to the Services offered by the Site

The user must express, after receiving the information, their consent for the use of cookies. The collection of consent and its traceability are provided by Sidecare.

Article 10. Intellectual Property

Sidecare is the owner of all brands, logos, graphics, photographs, animations, videos and texts contained on the Site, excluding content provided by Users. They cannot be reproduced, used or represented without the express authorization of Sidecare, under penalty of legal action.

The User is prohibited in particular from modifying, copying, reproducing, downloading, broadcasting, transmitting, commercially exploiting or distributing in any way whatsoever the Services, the pages of the Site or the computer codes of the elements making up the Services and the Site.

All content possibly provided by the User which would be the subject of an intellectual property right is subject to a license in order to authorize Sidecare to use it. This license includes in particular the right for Sidecare to reproduce, represent, adapt, translate, digitize and use on any media for the purposes of providing the Services.

Article 11. Disputes

Sidecare provides Users with a service providing all the information necessary for the use of the Services and managing any complaints.

Before any legal action, Sidecare invites Users to use the contact form to express their dissatisfaction in order to find a solution. In particular, the User can contact Sidecare in the event of a technical problem or various questions.

This service can be reached via the online form by writing to the email contact@sidecare.com. The User can also contact Sidecare directly by post at the following address: Sidecare Complaints Service - Lounna - 54, rue de Seine 75006 Paris.

The User also has the possibility to contact directly:
To the ACPR (Prudential Control and Resolution Authority)
Address: 4 Place de Budapest, 75009 Paris
Tel: 01 49 95 40 00



To the mediator whose contact details Sidecare provides upon simple request via a form on the website _____

These various complaints procedures are amicable procedures and do not deprive the User of their right to refer the matter to the competent court.

In accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and legal professionals. 'European Union.

This platform is accessible at the following link:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR> _____

In the absence of an amicable settlement, the dispute will be brought

- exclusively: if the User is a professional: exclusively before the Paris Commercial Court; if the User is a
- consumer: before the High Court or the Commercial Court of the User's domicile or Sidecare's head office.

Any disputes arising from the use of the Services will be subject to French law.