

# Xtra by AXA

## Terms and Conditions

### Introduction

Xtra by AXA (“Platform”) is provided by Boundlss Pty Ltd, (originally named Floq Co. Pty Ltd) trading as Boundlss (“Boundlss”) for AXA China Region Insurance Company Limited (“AXA Hong Kong” or “we” or “us”). This Platform is a dedicated personal wellness coaching mobile application provided through instant messaging with rewards encouraging you to live a healthy lifestyle. The Platform is accessible to both AXA customers and non AXA customers and is not linked to any AXA products. In order to use most aspects of this Platform, you must register an account with the Platform by providing an email and a password.

1. You understand that the access to and/or use of the Platform are subject to your acceptance of these Terms and Conditions. As such, by accessing and/or using this Platform, you hereby accept and agree to comply with these Terms and Conditions. If you do not agree to any of these Terms and Conditions, please do not use or access to this Platform.
2. Information and materials provided on this Platform is general in nature. Neither AXA Hong Kong nor Boundlss provides professional financial, medical, diagnosis or treatment advice. The information you may receive through this Platform is not a substitute for the advice of a medical professional, and should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition. If you require medical advice or services, you should consult a medical professional.
3. While AXA Hong Kong has taken reasonable care in providing such information and materials, they are not specific to your investment and/or health training objectives, financial and/or medical situation or particular needs. No person should rely on the contents of any of the information, recommendations, products or services through this Platform without first obtaining advice from a qualified health professional. No person should act on any information,

recommendations, products or services provided before they have formed their own opinion through investigation and research as to the suitability of the information, products or services for their circumstances.

4. The information and materials contained in this Platform are provided on an “as is” and “as-available” basis without representation and/or warranty of any kind, either express or implied. In particular, no warranty or responsibility is assumed by AXA Hong Kong and
5. our related or holding companies regarding non-infringement, security, accuracy, completeness, adequacy, reasonableness, fitness for a purpose or free from computer viruses in connection with the information and materials provided. AXA Hong Kong and our related companies and holding companies do not accept any liability for any loss, damage, cost or other expense, whether wholly or partially, directly or indirectly, arising from any error, inaccuracy or omission in relation to this Platform to the extent that such liability is not excluded by law.
6. By providing hyperlinks or connection to third parties’ services/products/contents via the Platform, AXA Hong Kong is not responsible for the contents, and shall not be deemed to endorse, invite, recommend, approve, guarantee or introduce any third parties or their services/products/contents, or have any form of cooperation with such third parties and websites. AXA Hong Kong is not a party to any contractual arrangements entered into between you and the third party provider of services/products/contents unless otherwise expressly specified or agreed to by AXA Hong Kong. AXA Hong Kong shall have no obligations or liabilities whatsoever in relation to the offer(s), goods and/or service(s) (including, without limitation, their quality and supply) provided by third parties.
7. Nothing contained on this Platform shall be regarded as inviting or recommending you to purchase any products provided by AXA Hong Kong.
8. Due to the nature of the internet, transactions/communication may be subject to interruption, transmission blackout, delayed transmission and incorrect data

transmission. AXA Hong Kong does not represent or warrant that this Platform will be available at all times and that access will not be interrupted, that any defects will be corrected, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile phones or access device. AXA Hong Kong is not liable for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages and transactions you send or receive. You have the sole responsibility for adequate protection of mobile phones/access device and back up of data by taking sensible and prudent actions.

9. By accessing or using this Platform, you expressly agree that such access or use is at your own risk. We assume no responsibility and shall not be held liable for any loss, damage, cost or other expenses which you may incur as a result of any information or materials provided on this Platform and/or your access to, or the use of, this Platform. You
10. acknowledge that you are fully aware and expressly agree that use of this Platform is subject to having all your relevant activities hereof monitored and recorded by us. These activities include coaching conversations, data synced or logged with the platform and location (where permission is given). Emails and other communication sent to AXA Hong Kong and/or the Platform over the Internet cannot be guaranteed to be completely secure. Access to and use of your email address is at your own risk and subject to any terms and conditions applicable to such access/use. AXA Hong Kong is not responsible for any damages incurred by you if you send an email/message to AXA Hong Kong or if AXA Hong Kong sends an email/message to you at your request, over the Internet.

11. Registration and Account Security When using the Platform, we expect you to help us maintain the security of your Account. You acknowledge and agree:

- a) You will not invent a false persona, but will use your real identity at all times on the Platform.
- b) You will not impersonate another person or entity, or otherwise misrepresent your affiliation with another person or entity.
- c) To the fullest extent permitted under Hong Kong law, you shall keep all information obtained through this Platform secure and confidential.
- d) You are solely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any activity that occurs under or through your account as a result of your failure to keep this information private, secure and confidential. AXA Hong Kong is not liable for any loss, damage, cost or other expense incurred by you due to any third party using your account or password as a result of your failure to keep your account information private, secure and confidential.
- e) If you invent a false persona or misrepresent your real identity we reserve the right to disable, delete or suspend your account.
- f) If we disable, delete or suspend your Account, you agree you will not create another account without our permission.

12. If any provision in these Terms and Conditions is held invalid, the remainder of these Terms and Conditions shall continue to be enforceable. If any provision in these Terms and Conditions is deemed unlawful, void or unenforceable, then that provision is deemed severable from the Terms and Conditions and the remaining provisions are still valid and enforceable.

13. These Term and Conditions shall be governed by the laws of Hong Kong. You and AXA Hong Kong agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

14. AXA Hong Kong reserves the right, at its sole discretion, to do any of the following, at any time, without notice:

- a) amend, modify, add, delete or revise in any way any information of this Platform and/or these Terms and Conditions;
- b) determine, impose and vary from time to time the scope and/or any restrictions on the use of this Platform to be made available;
- c) suspend or terminate operation of or access to the Platform, or any portion of the Platform, for any reason;
- d) expand, add, modify, reduce, remove or change functionalities in the Platform, or any portion of the Platform; and
- e) interrupt the operation of the Platform, or any portion of the Platform, as necessary to perform maintenance, error correction, or other changes.
- f) purge your data from our Platform at any time without notice, and you agree that we will not be liable for any loss alleged to result from purging, deletion or failure to store your data.

15. All information herein contained is subject to change without notice. Since you are bound by these Terms and Conditions, it is your responsibility to check them periodically for changes.

16. In the event of any inconsistency and/or omission between the English language and other language versions of these Terms and Conditions, the English language version shall prevail.

17. Please note that by posting any information or content onto this Platform or through instant messaging, you acknowledge that you are allowing AXA Hong Kong and its related companies or holding companies to access and use that information, and to associate it with you. Please also take note that you should not post any information (be it texts, graphics, drawings, images, photographs, audio or video materials) that:

- a) could disable, overburden, or impair the proper working of the Platform, including uploading viruses or other malicious code;
- b) may be unlawful, fraudulent, violent, abusive, obscene, profane, hateful, offensive, racist, discriminatory or otherwise objectionable or unreasonable;

- c) threaten, defame, bully, intimidate, or harass any person or organization or AXA Hong Kong generally;
- d) are solicitations, advertisements, endorsements or misrepresentation of any kind, or unauthorized commercial communications (such as spam);
- e) infringe upon any entities' privacy and rights including intellectual property right or proprietary right of any person or organization;
- f) are off-topic; and
- g) contain anything else AXA Hong Kong deems to be inappropriate.

You acknowledge and agree that AXA Hong Kong shall have the right to remove any information from you that in AXA Hong Kong's sole discretion may be in breach of this clause.

### **Rewards, Challenges & Points**

18. When using the Platform, we expect the health, fitness or nutritional data you enter in the Platform to be accurate and true to the best of your ability. You acknowledge and agree that:
- a) You will not knowingly falsify any health metrics, fitness activities or nutritional information such as steps, weight, BMI, calories burned or location.
  - b) You agree that if you have knowingly falsified any data we may reserve the right to cancel any points earned through such means.

### **Indemnity and release**

19. You agree to indemnify and must keep indemnified Boundlss and AXA Hong Kong, its related companies and any holding companies from and against any liability, loss, damage, cost or expenses of any kind whatsoever, arising directly or indirectly as a result of or in connection with your non-compliance with this Terms and Condition.

20. You will release Boundlss and AXA Hong Kong, its related companies or any holding companies from any and all liability to you in relation to your use of this Platform, including but not limited to any loss of data or purging of data.

### **About us**

21. We are known as AXA Hong Kong. Our email address is as shown in the Platform. Our country of domicile is Hong Kong. You can contact our customer service at the aforementioned email address.

### **Copyright**

22. Copyright in the information and materials provided and all trademarks, service marks, trade names, logos and icons contained on this Platform are owned by AXA Hong Kong or our group companies (unless otherwise specified) and are protected by copyright or other intellectual property rights. The IP rights in software, designs and other concepts incorporated into the Platform may be licensed by AXA Hong Kong from Boundlss or other third parties. No part of the materials may be modified, reproduced, transmitted and distributed in any format for commercial or public use without the prior written consent from AXA Hong Kong. You may not alter or modify such information in any way, including removing this copyright notice.

### **Privacy Policy**

23. AXA Hong Kong is committed to protecting the confidentiality of your personal information. To ensure confidentiality, we have implemented the following security measures to protect the information.

# Xtra by AXA

## Privacy Policy

Xtra by AXA is a mobile health application owned and managed by Australian based company Boundlss Pty Ltd, (originally named Floq Co. Pty Ltd) (trading as “Boundlss”). AXA Hong Kong does not collect, store, secure or destroy your personal data on Xtra. All the data provided on Xtra will be collected, stored, secured and destroyed by Boundlss.

The data that Boundlss collects and manages under this Agreement is owned by the individual users. Any payment received by Boundlss is for the provision of the Platform only, and not for your personal health & fitness data. Boundlss retrieves the data from both your mobile device (via Google Fit or Apple Health) and 3<sup>rd</sup> party data providers, such as Fitbit or Jawbone, only when you give your consent for Xtra to collect that data. Boundlss maintains the data on behalf of the individual user, and where applicable, shares the data between AXA employees, subcontractors, and other parties only as specifically configured by individual users.

All personally identifying data attached to a user account is deleted when the user’s account is closed (upon request). This includes all health and biosensor data that may personally identify you. Boundlss reserves the right to keep depersonalised trend data to help train and improve the coaching service it provides so that future users may receive an improved service.

Backups of this data are kept in Azure for 90 days for audit, security, and service recovery purposes only.

Boundlss complies with the [Australian Privacy Act 1988](#) (Cth) (Privacy Act). Boundlss is committed to ensuring that the privacy and security of personal information and sensitive information remains protected. This Privacy Policy explains how Boundlss manages the personal information collected, held, used and disclosed and how to



contact them if you have any further queries about their management of your personal information. This Privacy Policy applies to you only to the extent that the collection and handling of your personal information by Boundlss is subject to the Privacy Act.

### **What is Personal Information?**

Personal information is information or an opinion about an individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, or is recorded in a material form or not. It includes your name, age, gender and contact details as well your health information (which is also sensitive information). In this Privacy Policy, a reference to personal information includes sensitive information.

### **What does Boundlss do?**

Boundlss provides software products and services to aggregate and analyse health, fitness and wellbeing, and or other biometric information. Our software service also provides messages, notifications, reminders and behaviour change recommendations to individuals and organisations regarding these behaviours or biometrics.

### **What kind of Personal Information do Boundlss collect and hold?**

Boundlss will only collect personal information about you by lawful and fair means and not in an unreasonably intrusive manner. The types of personal information Boundlss may collect and hold include contact information (such as name, email address and mobile phone number), financial information (such as credit card details) and historical information (such as your prior insurance claims). Boundlss may also collect and hold sensitive information including information about your health, fitness, medical history and other biometric data (such as blood pressure, heart rate and weight).

Boundlss may collect your personal information from you in a number of ways including instant messaging, face-to-face, over the telephone, through an online form or portal, by email, using sensors in a mobile application, wearable sensors, or biometric sensors (such as a scale or blood pressure monitor). Boundlss may also

collect your personal information from third parties such as a related body corporate of Boundlss, our partner insurance providers, partner service providers & software services or from software applications that you use and give us consent to collect data from (such as Facebook, Apple Health, Google Fit, Jawbone or Fitbit).

Boundlss may also collect your personal information from organisations engaged by Boundlss to carry out functions on behalf of us, such as coaches and wellness management program providers or reward providers. Where Boundlss collects your personal information from third parties, it may use that information for a number of reasons including to display your information within our software application/s.

### **For what Purpose does Boundlss Collect, Use and Hold your Personal Information?**

Boundlss collects, uses and holds your personal information to provide you with products and services, including health and wellness related programs and other products and services offered by us or a third party. Our products and services generally involve us sending you messages, emails, notifications, reminders and recommendations regarding your health and fitness activities and or other biometric information.

With your consent Boundlss also provides you with the ability to share and distribute your personal information to other individuals and organisations (such as your employer, your colleagues, your personal trainer or your health insurer). In this case Boundlss always will request your permission to share your personal information with the relevant third party.

Boundlss also collects, uses and holds your personal information to manage our ongoing relationship with you and perform functions and activities relating to our businesses (such as undertaking marketing campaigns, processing and analysing your health and fitness information, and administering community health events).

Our range of products and services and our functions and activities, as well as those of our contracted service providers, may change from time to time.

## **Notification of the Collection of Personal Information**

When Boundlss collects Personal Information from you or on your behalf from a third party, Boundlss will notify you beforehand, at the time, or, if that is not practical, as soon as possible afterwards. When Boundlss notifies you, it means Boundlss will inform you of our identity, contact details, the circumstances of that collection, if the collection is required or authorised by or under law or a court/tribunal order (including the name of the law or details of the court/tribunal order), the purposes for the collection, any other entities Boundlss usually discloses personal information to, how you may access or correct the personal information, how you may complain about a breach of the Australian Privacy Principles, how Boundlss will deal with such a complaint, whether Boundlss are likely to disclose the personal information to overseas recipients, and the countries in which such recipients are likely to be located.

## **Dealing with Unsolicited Personal Information**

If Boundlss receives personal information and Boundlss did not solicit the information Boundlss will, within a reasonable period after receiving the information, determines whether or not Boundlss could have collected the information ourselves.

1. If Boundlss determines that Boundlss could not have collected the personal information; and the information is not contained in a Commonwealth record; Boundlss will, as soon as practicable but only if it is lawful and reasonable to do so, destroy the information or ensure that the information is de-identified.
2. If Boundlss determines that could have collected the personal information; or that the information is contained in a Commonwealth record, our Privacy Policy will apply in relation to the information as if Boundlss had collected the information ourselves.

## **To whom will Boundlss disclose your personal information?**

In order to carry out the purposes mentioned above, Boundlss will disclose your personal information to AXA Hong Kong. Additionally, Boundlss may disclose your

personal information to persons or organisations such as our software service providers, health and wellness service providers, our financial services partners, professional advisors and regulatory bodies. Boundlss may also disclose your personal information to the organisations described under the heading “What kind of personal information do Boundlss collect and hold?” from which Boundlss may collect your personal information.

### **Anonymity and Pseudonymity**

You have the option of dealing with us in relation to a particular matter without identifying yourself, or of using a pseudonym, except where Boundlss are required or authorised by or under an Australian law, or a court/ tribunal order, to deal only with individuals who have identified themselves; or it is impracticable for us to deal with individuals who have not identified themselves or who have used a pseudonym, in relation to the relevant matter.

### **How do Boundlss hold and manage the data quality and security of your personal information?**

To the extent required by the Privacy Act, Boundlss will take reasonable steps to:

1. make sure that the personal information that Boundlss collect, hold, use and disclose is accurate, complete and up to date;
2. protect the personal information that Boundlss hold from misuse, interference and loss and from unauthorised access, modification or disclosure; and
3. where permitted by law, destroy or permanently de-identify personal information that is no longer needed for any purpose that is permitted by the Privacy Act.

## **Do Boundlss transfer personal information overseas?**

Boundlss will transfer your personal information overseas to our AXA Hong Kong. Additionally, we may transfer your personal information overseas in other circumstances as outlined below. If you consent to Boundlss transferring your personal information to an overseas third party service provider, including to an overseas software service, overseas insurer, overseas wearable manufacturer or overseas health & wellness service provider. If you request an overseas software service to collect your personal information from Boundlss, Boundlss may provide access to your personal information. By making such a request, you give consent for your personal information to be transmitted overseas in these circumstances. Boundlss sometimes uses service providers who either host or store personal information overseas. This means Boundlss may transfer personal information about you between countries to those service providers for the purposes outlined in this policy. In the event Boundlss transfers your personal information outside Australia, Boundlss will comply with the requirements of the Privacy Act that relate to transborder data flows.

## **13. How can you access or correct your information?**

Please contact us if you would like to seek access to or correct the personal information Boundlss hold about you by emailing us at: [hello@boundlss.com](mailto:hello@boundlss.com).

Boundlss will generally provide you with access to your personal information if practical, and will take reasonable steps to amend any personal information about you which is inaccurate or out of date. If Boundlss have disclosed your personal information to another entity, and you request us to notify the other entity of the correction, Boundlss will take such steps (if any) as are reasonable in the circumstances to give that notification, unless it is impracticable or unlawful to do so.

In some circumstances and in accordance with the Privacy Act, Boundlss may not permit you access to your personal information, or may refuse to correct your personal information, in which case Boundlss will provide you reasons for this decision.

In some circumstances Boundlss may need to charge you for access to your personal information; the charge will not be excessive and will not apply to the making of the request.

#### **14. How Boundlss handle Complaints**

If you have any concerns or complaints about the manner in which your personal information has been collected or handled by Boundlss, please contact by email: [hello@boundlss.com](mailto:hello@boundlss.com). Your concern or complaint will be directed to the appropriate complaint person who will consider and respond to your complaint within 7 days. It is our intention to use our best endeavours to resolve any complaint to your satisfaction. However, if you are unhappy with our response, you may contact the [Office of the Australian Information Commissioner](#) who may investigate your complaint further.

#### **15. The Australian Privacy Act and Privacy Principles**

Our Privacy Policy is intended to mirror the Principles and sub-clauses of the Australian Policy Principles, with their language modified as necessary to be implementable, practical, relevant consistent and readable. Any inconsistency between this Privacy Policy and the Australian Policy Principles is unintentional, and in such a case the wording of the relevant part of the Australian Policy Principles will apply and the inconsistent language of this Policy must be ignored. References to “the Act” or to the “Privacy Act” are to the [Privacy Act 1988 \(Cth\)](#) as amended, and its regulations. References to “APP” are to the Australian Privacy Principles contained in the Privacy Act, as amended.

#### **16. Changes to Our Privacy Policy**

This Privacy Policy is effective from 1 January 2015. As this Privacy Policy is updated from time to time, to obtain a copy of the latest version at any time, you should visit the privacy page on our website: [www.boundlss.com/privacy](http://www.boundlss.com/privacy).

#### **17. Privacy Collection Statements**

This Privacy Policy provides a summary of how Boundlss handles your personal

information in the Xtra by AXA mobile app. For comprehensive information on how Boundlss collects, hold, use and disclose your personal information, please visit the privacy link at our website at [www.boundlss.com/privacy](http://www.boundlss.com/privacy) to obtain the privacy collection statement.

## **18. Further Information**

Further information about the application of the Privacy Act can be found at the website of [Office of the Australian Information Commissioner](#). If you require a copy of the Boundlss Privacy Policy in another format please [contact Boundlss](#). If you would like to contact Boundlss regarding any other matters related to your privacy and personal information please email us at: [hello@boundlss.com](mailto:hello@boundlss.com).

**Last updated: [13 April 2017]**