

Terms and Conditions

for

Munich Re External Sharing

Munich Re offers access to Azure Active Directory B2B (business-to business) sharing services ("Service"). Any use of the service is subject to the following Terms and Conditions („Terms“).

1. Acceptance of Terms and Use of External Sharing

- 1.1. If you wish to use the Service you have to agree to these Terms. By using the service you acknowledge that you have read these Term and agree to them.
- 1.2. Munich Re provides the Service subject to its operational availability. The availability and functionality may vary from country to country.
- 1.3. When authorized by Munich Re, you are entitled to use the Service in accordance with these Terms. If you are not authorized to use the Service, you must logout immediately.
- 1.4. You are responsible to meet all technical prerequisites that are necessary for your access to and the contractual use of the Service.
- 1.5. For admittance Munich Re will register you as "Guest User" in Azure B2B with your email-address, your full name and the name of your company. After successful registration you will receive an email with "Guest Invitation Link". By clicking in the link your account will be activated.

2. Rights of use

- 2.1. The Services and its contents are protected. All right, title and interest in and to the Services are vested in Munich Re and its licensors. Munich Re brands or logos may not be used without prior written consent.
- 2.2. Munich Re grants you a non-exclusive and non-transferable right to use the Service subject to and conditioned upon your continued compliance with these Terms.
- 2.3. As between you and Munich Re, you retain all right, title and interest in any data which you share through the Service. You agree to the storage and the use of your data by designated third parties whom you share data with.
- 2.4. The use of the Service is only allowed to the extent permitted by the laws applicable at the place of use ("Local Law"). Munich Re is entitled to restrict or terminate the Service in any country in which Local Law, competent authorities or a court of law restricts or prohibits the provision or use.

3. Data retention

- 3.1. Munich Re may store data shared by you through the Service, in particular for the purpose of the provision of Service. However, Munich Re does not provide storage as a service and a proper storage and retention of data remains your sole responsibility at any time
- 3.2. Anytime upon your request, Munich Re will either delete data shared by you or render it useless, unless Munich Re is required to retain it by law.
- 3.3. No support will be provided for the retention and extraction of data.

4. Restrictions, your obligations

- 4.1. You must not (i) sublicense, sell, transfer, assign, distribute or otherwise commercially exploit the Service, (ii) modify or create derivative works based on the Service, (iii) create internet links to the

Service or frame or mirror any content provided in connection therewith, or (iv) reverse engineer or access the Service in order to build a product using features, functions or graphics similar to the Service.

- 4.2. You must comply with all laws and regulations applicable to your use of the Service. In particular, you have to take and maintain all necessary data-protection and security measures. It is your responsibility to respond to enquiries from third parties required under laws or regulations relating to the use of the Service.
- 4.3. If you use contents provided through the Service, you are responsible for checking such contents.
- 4.4. You bear the sole responsibility for any analyses and evaluations produced or used, or decisions taken, on the basis of your use of data and information through the Service.
- 4.5. You must ensure that your use of the Service is not illegal or improper, in particular does not infringe any rights of third parties and you assume liability for any data you have uploaded. You undertake to hold Munich Re harmless with regard to any third-party claims in this respect.
- 4.6. You may not use the Service in such a way as to
 - cause violation of laws, regulations or orders issued by authorities,
 - permit unauthorised access to or disruption of services, equipment, data, accounts or networks,
 - spread spam or malware,
 - damage the Service, or impair its use by other users,
 - share obscene or pornographic contents,
 - involve any attempt to access any data or system which you are not authorized to access, or
 - create any liability for Munich Re or to cause Munich Re to lose the Service of its suppliers.

5. Rights in respect of defects

- 5.1. In making use of the Service, you acknowledge that it is technically not possible to develop complex software products that are completely free of technical defects. Consequently, there is no presumption in any agreement concluded between Munich Re and you that the Service may contain no errors whatsoever, but only that the Service will have no errors (bugs) that affect the usability more than insignificantly.
- 5.2. Munich Re will remedy any defects reported as soon as possible. Munich Re is entitled, at its own discretion, either to remedy the defect, or to supply new Services free from defects or, if the defect relates to work done, to carry out the work again without defect.
- 5.3. You undertake to support Munich Re in rectification by supplying all necessary information and documents, and providing all other reasonable assistance.
- 5.4. Liability for defects in the Service provided free of charge and as well as liability for the correctness, freedom from error, absence of property rights and copyrights of third parties, and completeness and usability of the content made available in the Service is excluded unless Munich Re has acted wilfully or has concealed a defect with intention to deceive.
- 5.5. Furthermore, Munich Re is not liable for claims based on the use of the Service by unauthorised persons, or on combination with products, data or processes not supplied by Munich Re.

6. Liability

- 6.1. Munich Re assumes no liability for any use of the Service that is not in compliance with these Terms. Nor assumes Munich Re liability for results achieved through the use of the Service, or for further use of your results therefrom. The same applies for content supplied by third parties.
- 6.2. Where Munich Re is liable, it's liability in contract, tort and otherwise is always as follows:

In cases of intent, liability extends to the full loss. In cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care.

In other cases Munich Re is not liable except for breach of a major obligation. A breach of a major obligation in the meaning of this clause 6.2 is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where the aggrieved party could legitimately rely upon its fulfilment. Contributory fault may be claimed.

7. Term and termination, suspension

- 7.1. You can delete your registration to the Service at any time by login into <https://myapps.microsoft.com> in the browser, click on your name and the settings icon and select "Leave Organization".
- 7.2. Given the fact that the Service is for your convenience, you acknowledge that Munich Re may terminate or suspend your access to the Service at any time for any reason with or without notice.
- 7.3. Any right of termination for good cause remains unaffected.

8. Confidentiality

- 8.1. Munich Re will treat confidentially all information exchanged in relation to or uploaded to the Service.
- 8.2. You must keep secret access information and passwords and not disclose them to third parties. The login process including multi-factor-authentication and password management is managed by Microsoft using Azure B2B technology.
- 8.3. Unless otherwise agreed between you and other users who share information with you, you undertake to treat confidentially all information which you have access to.
- 8.4. The obligation to maintain confidentiality does not apply where confidential information is or becomes generally known without any violation of these Terms, applicable agreements or laws.
- 8.5. The obligation to maintain confidentiality remains unaffected by any termination of use of the Service.

9. Data protection and data security

- 9.1. In order to maintain its IT systems and services and to ensure their smooth operation and for the purpose of preventing misuse, Munich Re continuously monitors and logs traffic and connection data. If you need more information or if you want to recall or revoke the consent for the use of your inventory data expressly given by you and/or if you want to revoke the use of your usage data you may contact the owner of your collaboration room at MunichRe.
- 9.2. Munich Re will comply with the data-protection and data-security regulations applicable at the location of its head office. In order to permit access to, technical operation of, and use of the Service, Munich Re will collect, process and use your personal data to the extent necessary. The details of collection and use of your data are set out in a separate data protection agreement, when necessary.
- 9.3. You must comply with any national and international data-protection regulations that apply to you. You shall hold Munich Re harmless from asserted and/or existing claims of third parties in connection with violations of data protection regulations on your part or any party authorised by you.
- 9.4. You acknowledge to be aware of the risks of the unencrypted transmission via the internet of content relating to business or personal data. Munich Re may at its sole discretion introduce appropriate encryption mechanisms and procedures, which may then be prerequisites for access to the Service.

10. Information, Communication

Munich Re may provide you with information and communications concerning the Service electronically, including by email, via application, or via a website to be specified by Munich Re. A

message shall be deemed to have been delivered on the date on which it was made available by Munich Re.

11. Final provisions

- 11.1. Any rights and obligations arising out of these Terms may only be transferred to a third party with the prior written consent of Munich Re.
- 11.2. Any supplementary agreement shall be valid only if concluded in writing.
- 11.3. Munich Re is entitled, as it sees fit, to amend these Terms as appropriate and will notify you of any changes to the Terms when you next log in.
- 11.4. Should one or more provisions of these Terms be deemed legally invalid, this shall not affect the validity of the remaining provisions. Any invalid provision is to be replaced with an effective one that comes as close as possible to fulfilling the purpose of the invalid provision.
- 11.5. The location of Munich Re's registered office is the place of performance for the Services provided by Munich Re in connection with the Service. The place of jurisdiction for any dispute concerning the use of the Service is Munich.
- 11.6. These Terms and all agreements concluded in connection with the Service shall be subject to the laws of Germany governing domestic transactions. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) shall not apply.

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