

Terms of Use for Online Services provided by Baloise

1. Subject matter of the contract

Online services are Internet services provided by Baloise Insurance Ltd and/or Baloise Life Ltd and/or other companies of the Baloise Group where applicable (hereinafter referred to as "Baloise") with personal rights of access granted to the relevant contracting partners/users. Access and use, along with the functions made available to the contracting partner/user concerned, are described in the Agreement relating to the online services in question, or on the Baloise website. These Terms of Use form an integral part of the respective Agreement.

2. Extent of user rights

Baloise will provide the contracting partner/user with the respective online services described in the Agreement, for use in accordance with the terms and conditions contained in the Agreement and in these Terms of Use. The online services may be used only by the contracting partner/user and the authorised users (hereinafter referred to as "users") notified to Baloise in writing by the contracting partner/user. No use by unauthorised third parties is permitted.

3. Internet access / Identification

Unless agreed otherwise in the respective Agreement applicable to the online service in question, access to the online services provided by Baloise is granted to anyone who has established his identity on each occasion by entering the following:

- User name (1st level of security)
- Personal password (2nd level of security)
- Single-use supplementary password according to the list provided by Baloise (3rd level of security).

By accessing online services, the contracting partner/user accepts the provisions of the Terms of Use in their current form.

Anyone who has identified himself by user name, password and single-use password, or by the identification features defined in the Agreement applicable to the online service in question ("identification features") will be treated by Baloise as a legitimate user. Baloise may therefore, without further checking with regard to entitlement, carry out requests or transactions ordered by the person concerned and receive orders and legally binding notifications from that person. This also applies if the person concerned is not the actual authorised user. Baloise accepts no liability for wrongful access.

4. Duty of care of the contracting partner/user

The contracting partner/user of online services must keep the identification features strictly confidential and protect them against wrongful use by unauthorised persons. The contracting partner shall bear all the consequences arising out of the use, including wrongful use, of his identification features.

If there are any reasons to suspect that unauthorised third parties have become aware of a password and/or a sup-

plementary password, the password must be changed immediately. If appropriate, the contracting partner/user must ask Baloise for a new single-use password list, and/or arrange for the access to be blocked.

5. Security and freedom from interruption

For every dialogue involving the Baloise website that may contain person-related data, we employ automatic end-to-end encryption. The key length is 128 bit.

The Baloise network is protected against the outside world by an up-to-date firewall system. Baloise internal applications are only accessible to authorised staff via individual user log-on and password. Within the applications themselves, access is restricted by authorisation systems in accordance with business needs.

Despite the up-to-date technical precautions, security, freedom from interruption and confidentiality of data transfer cannot be entirely guaranteed owing to the special nature of the Internet (see 9 b). It is recommended that the contracting partner / user also take his/her own suitable precautions to increase data security and freedom from interruption (e.g. by using anti-virus and firewall programs).

6. Blocking access

Baloise reserves the right, where there is good cause (e.g. for maintenance purposes, in the event of security risks, or where its confidentiality and/or data protection provisions have been breached), to deny access to its online services or, if appropriate, to block or restrict access. In such cases, Baloise may require the contracting partner/user to prove his identity in some other way (e.g. by signature).

The contracting partner/user, for his/her part, may ask Baloise to block his/her access at any time. The block will be cancelled only in response to a written request. Baloise accepts no liability for losses resulting from blocked access.

7. Confidentiality and data protection

The contracting partner/user grants Baloise the right to record, save and if necessary evaluate all login data, accesses, transactions and changes made by the contracting party/user.

Baloise and the contracting partner/user are obligated to observe the provisions to protect personal data and data security (particularly those of the Swiss Data Protection Act) and take the required action.

Confidential information, in other words personal data requiring special protection, must not under any circumstances be sent to Baloise by e-mail, but should be sent using the online forms provided, or as original documents by post.

8. Using online services from abroad

The partner/user acknowledges that in the event of using online services from abroad the foreign legal provisions

regarding data protection might not meet the Swiss legal standard. In addition it is possible that using online services from abroad may involve the violation of foreign laws. It is the responsibility of the contracting partner/user to obtain information on this. Baloise will accept no liability whatsoever in such a case.

9. Liability

Except as required by law, Baloise accepts no liability whatsoever for any losses occurring out of or in connection with the use of online services. In particular, Baloise accepts no liability for

- a. the accuracy and completeness of data displayed, sent electronically or printed out,
- b. the occurrence of risks inherent to the Internet, such as technical or organisational difficulties when sending or receiving data, transmission errors, technical defects, disturbances or interruptions in the telephone network or Internet access, regardless of the cause, unlawful access to network equipment, the smuggling in of viruses, copying and falsification of data and contents, overloading of networks, malicious or accidental blocking of electronic access caused by third parties,
- c. the blocking of access,
- d. the failure to recognise false information, lack of legitimacy or the failure to observe rules for proving identity,
- e. the use of online services from abroad, or
- f. defective security and/or functionality as regards the hardware and software employed by the contracting partner/user.

10. Termination

The Agreement may be cancelled by either party by giving one month's notice to the end of a calendar month. The parties reserve the right to cancel without notice in the event of any material breach of the Agreement, namely the failure to use online services in accordance with the contract, service quality that does not comply with the Agreement, or the breach of security, confidentiality or data protection provisions.

In any event, the Agreement will end upon expiry or termination of all the insurance and/or cooperation contracts listed in the Agreement.

Upon ceasing to use the services, the contracting partner/user must return all materials provided to him to Baloise.

11. Changes to the terms of business

Baloise reserves the right to alter these Terms of Use and the extent of the online services at any time, and/or to make adjustments to keep up with technical or legal developments. Any such changes will be notified in an appropriate manner, normally online. Provided that no objection is raised in the month following the notification and in all cases when the online services are used for the first time, the changes will be deemed to have been accepted. Objection to changes in the Terms of Use will be seen as notice to cancel the Agreement, and will be treated accordingly as set out in 10 above.

12. Applicable law and place of jurisdiction

The Agreement, as well as these Terms of Use, is governed by Swiss law. The place of jurisdiction is Basel. Baloise shall also have the right to prosecute the contracting partner/user at the competent court at his/her domicile/place of residence or in any other competent court.