

## 1. Subject matter of the agreement

Online services are services provided via the internet by Baloise Insurance Ltd or Baloise Life Ltd, or, if provision is made, by other companies of the Baloise Group (hereinafter: "Baloise") with personal access authorisation for the relevant authorised contracting parties and/or users authorised by Baloise (hereinafter: "the User").

Access, use and the functionalities made available to the User are defined in the agreement for the relevant online service or on the Baloise website. These Terms of Use form an integral part of the applicable agreement.

## 2. Scope of the rights of use

Baloise provides the User with the online services specified in the applicable agreement for the intended use in accordance with the agreement and these Terms of Use.

The online services must only be used by the User. This notification by Baloise regarding the authorisation of use is made in writing or via a channel made available by Baloise.

The access authorisation issued by Baloise is valid exclusively for each User on an individual basis. The associated access information must not be disclosed to another person under any circumstances. No use by unauthorised third parties is permitted.

## 3. Online access / identification

Unless otherwise agreed in the applicable agreement for the online service, access to Baloise online services is granted to anyone who has authenticated their identity upon using the services by entering the following identifiers:

- username (first security level),
- personal password (second security level),
- one-time valid additional password (third security level). E.g. based on a TAN list issued by Baloise, SMS token or similar.

By the accessing online services, the User accepts the provisions of the Terms of Use in the version that applies at the time.

Anyone who has identified themselves through a username, password and additional password, or, as appropriate, the identifiers specified in the agreement for the relevant online service (hereinafter: "Identifiers") is regarded as having been appropriately authenticated to Baloise.

Baloise may therefore permit the person in question to make enquiries and conduct transactions

and take receipt of orders and legally binding notifications from the person without further checks of his/her authorisation.

## 4. User's duty of care

The User of the online services is required to keep the Identifiers secret and to protect them from misuse by unauthorised parties. The User shall bear all the consequences that arise from the use – and also the misuse – of his/her Identifiers.

If there is reason to suspect that unauthorised third parties have gained knowledge of a password and/or an additional password, the password must be changed immediately. If necessary, the User must request a new TAN list from Baloise and/or arrange for access to be blocked.

## 5. Security and freedom from disruption

Baloise applies automatic cryptographic end-to-end encryption to all dialogue via the Baloise websites that may contain personal data.

The internal Baloise network is protected from the outside internet by a state-of-the-art firewall system. Internal Baloise applications can only be accessed by authorised employees through a log-in procedure with an individual user key and password. Within the applications, the user rights are limited based on the business requirements and the principles of authentication systems under data protection law.

Despite these state-of-the-art precautions, freedom from disruption and the confidential transmission of data cannot be ensured with complete guarantee due to the particular characteristics of the internet (cf. clause 9(b)). It is recommended that the User also take his/her own precautions for their systems in order to increase data security and freedom from disruption (e.g. by using WLAN encryption and antivirus and firewall programs).

## 6. Blocking of access

Baloise reserves the right to restrict or, where appropriate, block access to its online services in justified cases (e.g. for maintenance purposes, in the event of security risks or if confidentiality and/or data protection regulations are violated). In such cases, Baloise can demand that the User provide a different form of authentication (e.g. signature).

The User can ask Baloise to block his/her access at any time.

### 7. Confidentiality and data protection

The User grants Baloise the right to record, store and, when necessary, evaluate all log-in and access data, transactions and changes by the User.

Baloise and the User undertake to comply with the regulations governing the protection of personal data and data security (in particular, the Swiss Data Protection Act) and to take the necessary measures.

Confidential information, especially sensitive personal data, must not be sent to Baloise by email, but only by using the forms provided online, via the secure messaging system that is provided, or by post in the form of original documents.

### 8. Using the online services from abroad

The User takes note that, when using online services from abroad, the data protection legislation of the country in question may not meet the Swiss standard and/or that provisions of foreign law may be violated. It is the responsibility of the User to obtain information on this. Baloise accepts no liability in such a case.

### 9. Liability

As far as this is permitted by law, Baloise accepts no liability for any losses incurred as a result of, or in connection with, the use of online services. In particular, Baloise accepts no liability for:

- a. the accuracy and completeness of the data that is displayed, transmitted electronically or printed out;
- b. the occurrence of risks inherent on the internet, such as technical or organisational difficulties when receiving or transmitting data, transmission errors, technical defects, disruptions or suspensions of the telephone network and internet access, for whatever reason, unlawful interference in network facilities, the smuggling-in of viruses, the copying and falsification of data and content, the overloading of networks and the blocking of electronic access caused wilfully or accidentally by third parties;
- c. the restriction or blocking of access;
- d. the failure to recognise falsified information, authentication deficiencies and the violation of authentication regulations;
- e. the use of the online services from abroad; or
- f. defective security and/or functionality of the hardware and/or software employed by the User.

### 10. Termination

The agreement can be terminated by either party by giving one month's notice to the end of a calendar month. The right to terminate the agreement without notice remains reserved in the event of material breaches of the agreement, in particular, any use of the online services not in accordance with the agreement, service quality that is not in line with the agreement, or the violation of security, confidentiality or data protection regulations.

The agreement ends in any event upon the termination of all insurance contracts and collaboration agreements specified in the relevant agreement.

### 11. Amendments to the Terms of Use

Baloise reserves the right to amend these Terms of Use and the scope of the online services at any time and/or to adjust them to technical or legal developments. Relevant amendments will be announced in an appropriate manner – generally online. The amendments are regarded as accepted if no objection is raised in writing in the month following the notification and, in any event, when the online services are used for the first time. An objection to an amendment of the Terms of Use is to be regarded as notice to terminate the agreement and treated in accordance with the provisions under clause 10.

### 12. Applicable law / place of jurisdiction

The agreement and these Terms of Use are subject to Swiss law; the place of jurisdiction is Basel. Baloise also has the right to bring legal proceedings against the User at the competent court in the jurisdiction of the User's registered office/place of residence or at any other competent court.