

Agreement regarding the online service *BalCert*

1. Object of the Agreement

BalCert is a service provided by the Baloise Insurance Ltd ("the Baloise") which enables contracting parties to issue transport insurance certificates through the Internet on the basis of this contract as well as of an existing and valid marine cargo insurance contract with the Baloise. The functionalities available under this online service are described in this Agreement and on the www.baloise.ch/BalCert website.

This Agreement and the **Terms and conditions of use of Baloise online services** govern the rights and obligations of both parties concerning the use of the *BalCert* online service provided by the Baloise.

At variance with Section 3 of the Terms and conditions of use of Baloise online services, identification is effected by entering a user name and a personal password. The Baloise considers anyone who identifies himself/herself by user name and personal password as authorized to use this service.

2. Details of the Contracting Party

Company			
Responsible person			
Form of address	<input type="checkbox"/> Ms	<input type="checkbox"/> Mr	
Surname		First name	
Street, no.			
Postcode		Town	
Telephone		E-mail	
Contract no.			
Parent company			

3. Access authorization for Superuser

The following person is to be granted the right of access as Superuser:

Personal data of Superuser

Form of address	<input type="checkbox"/> Ms	<input type="checkbox"/> Mr	
Surname		First name	
Date of birth			
Function			

Address at company to which to send access authorization:

Street, no.			
Postcode		Town	
Telephone		E-mail	

The Superuser will receive authorization to access *BalCert*.

The Superuser will manage the access to *BalCert* within the defined group. The Superuser is granted the right to authorize others to use *BalCert* and to provide them with the identification means (user name and personal password) specified in Section 3 of the Terms and conditions of use of Baloise online services and in this Agreement. He is also responsible to delete and or block any access of Users if necessary (e.g. because an employee has left the company).

4. Liability

The Contracting Party is liable for all loss or damage arising for the Baloise owing to improper use of *BalCert* or use not in conformity with the terms of the Agreement respectively out of a certificate which is in contradiction to the marine cargo insurance policy.

Furthermore the Contracting Party undertakes to fully indemnify the Baloise, upon first request, for any loss or damage (including but not limited to legal and court fees, etc.) incurred by the Baloise as a result of improper use of *BalCert* or use not in conformity with the terms of the Agreement. If the Baloise becomes involved in legal, administrative or other disputes in connection with the use of *BalCert* or the issue of transport insurance certificates, the Contracting Party is obliged to support the Baloise in refuting any claims. The Contracting Party shall thereby bear its own costs and, if the dispute is lost, the costs imposed by the court ruling or administrative decision.

5. Data protection

Insofar as confidential data are accessed or processed, the Contracting Party undertakes to take adequate measures to ensure data protection.

6. Application

The Contracting party hereby applies for use of the online service *BalCert*, provided by the Baloise, in connection with the transport insurance contract mentioned in Section 2, concluded between the Contracting Party and the Baloise, for itself and the Superuser mentioned in Section 3 as well as any other user authorized by the Superuser.

The Terms and conditions of use of Baloise online services are an integral part of this Agreement. With their signature, the Contracting Party and the user confirm that they have read the Terms and conditions of use of Baloise online services and accept them in full.

7. Entry into effect of the Agreement

This Agreement comes into effect as soon as the Baloise has granted the Superuser the right of access.

Place / Date

Signature of Superuser

Place / Date

Company stamp / Signature of Contracting Party

Please send to:

Baloise Insurance Ltd, Transport Insurance, Aeschengraben 21, P.O. Box, 4002 Basel

To be filled in by the Baloise:

Entered:

Examined:

Permission granted:

User ID:

Baloise Insurance Ltd, Aeschengraben 21, P.O. Box, 4002 Basel, tel. 058 285 85 85, www.baloise.ch

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