

# Terms of Use for Online Services



## 1. Subject matter of the contract

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), for example based on a TAN list issued by Baloise, SMS token or similar

By 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 receive orders and legally binding notifications from them without carrying out a further check of their 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 their 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 8(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

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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 bodies responsible for the data processing described below are

- Baloise Insurance Ltd, Aeschengraben 21, 4002 Basel; and
- Baloise Life Ltd, Aeschengraben 21, 4002 Basel.

Users can contact Baloise's data protection officer on [datenschutz@baloise.com](mailto:datenschutz@baloise.com) if they have any questions. Personal data transmitted by the User when using this system is processed by Baloise in accordance with the applicable data protection legislation.

The following personal user data is requested and stored in the system: login details (username and password); last login time/date and contact details (last name, first name, email). This data is used to provide the User with the Baloise online services for the intended use. We also process the data transmitted by the User in Messenger in order to be able to process the related requests.

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

In order to provide this online service, Baloise works with legally independent companies in Switzerland and abroad that provide certain services on its behalf. These service providers are also contractually obliged to adhere to the defined purposes of the data processing. To this end, Baloise has concluded a contract with these service providers that meets the requirements of the applicable data protection law.

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.

The user data is saved for as long as the online services are being actively used. The user data will be deleted once the business relationships with Baloise have ended. If an account is inactive for a period of two years, Baloise can delete the user data after informing the User accordingly.

The User has the right to request information about their data and to have it rectified or erased. Requests can be sent to [datenschutz@baloise.com](mailto:datenschutz@baloise.com).

### 8. 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.

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### 9. 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.

Access to the online services ends in any event upon the termination of all insurance contracts and collaboration agreements specified in the relevant agreement.

### 10. Supplementary conditions for occupational pension provision

The online services are available to the User for their occupational pension if their pension fund is managed by Baloise.

In choosing to use the online services for their occupational pension, the User authorises Baloise to fulfil the pension fund's obligation to provide information using this channel.

In terms of confidentiality and data protection, the User must observe the provisions of the Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (BVG), in particular the comprehensive duty of confidentiality pursuant to Art. 86 BVG.

The User is entitled to opt out of the online service for their occupational pension.

Direct access by the User to the administrative system is excluded.

### 11. Special conditions for corporate clients

#### a. Subject of the application

Online Services for Corporate Clients is a service provided by Baloise Insurance Ltd or Baloise Life Ltd (hereinafter referred to as "Baloise"). It enables the contracting party (hereinafter referred to as the "Contracting Party") or the requested User to access the Contracting Party's contracts managed by Baloise via the Internet, to submit and print forms electronically and to use other functions. The individual functionalities of the online services available are described on the Baloise website:

[www.baloise.ch/mybaloisebusiness](http://www.baloise.ch/mybaloisebusiness).

#### b. Scope of application

The authorisation includes access to all of the Contracting Party's existing contracts with Baloise and any additional contracts that may be added.

#### c. Obligations of the Contracting Party

The Contracting Party is obliged to inform Baloise if one of the Users leaves the company or is no longer to have access. Furthermore, the Contracting Party is obliged to inform the Users about these Terms of Use and the due diligence obligations.

#### d. Liability

The Contracting Party is liable for all damage incurred by Baloise in connection with the misuse or non-contractual use of the online services. In addition, the Contracting Party undertakes to fully indemnify Baloise on demand for any damage (including but not limited to lawyers' fees and court costs, etc.) incurred by Baloise in connection with misuse or use of the Online Services for Corporate Clients that does not comply with the contract. If Baloise becomes involved in legal, administrative or other disputes in connection with the use of the Online Services for Corporate Clients, the Contracting Party is obliged to support Baloise in defending any claims. The Contracting Party bears its own costs and, in the event that it is unsuccessful, the costs imposed on it by a court or official decision.

#### e. Data protection

Insofar as sensitive personal data within the meaning of the Data Protection Act or data relating to the implementation of the Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (BVG) or the Federal Law on Vesting in Pension Plans (FZG) are processed or viewed, the Contracting Party undertakes to take the necessary measures to comply with the statutory provisions on the protection of data and personality rights as well as the duty of confidentiality regarding social insurance law. In particular, medical data is considered to be sensitive personal data.

#### f. Other Baloise Holding Ltd companies

Baloise reserves the right to grant access to documents and services of other subsidiaries of

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Baloise Holding Ltd via the Online Services for Corporate Clients at a later date. In this case, the User with access to myBaloise Business may also automatically receive access to the new service.

### **12. 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.

### **13. 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.