



# General Terms and Conditions of Use for Swiss Life myLife (GTCU); Collective Foundations / Employee Benefits Institutions

**Valid from: 1 July 2023**

## Art. 1 General remarks

These GTCU govern the business relationship between the User and Swiss Life Ltd (hereinafter “Swiss Life”).

In the following, only the male form is utilised in order to facilitate reading, though the feminine form is also implied.

Swiss Life provides web-based services under the names Swiss Life myLife Light (hereinafter referred to as “SL myLife Light” or the “Web Application”) and Swiss Life myLife Expert (hereinafter referred to as “SL myLife Expert” or the “Web Application”). Any communication via the Portal is carried out via an encrypted, secure and authenticated internet connection. The addresses (URLs) of the web applications are: <https://www.mylifelight.swisslife.ch> and <https://www.mylife.swisslife.ch>.

### Users

SL myLife Light and SL myLife Expert are available to the following persons (“Users”) for implementing and managing their employee pension plans:

- the employer and the management committee of a company that carries out its benefits scheme through a contract of affiliation with a collective foundation of Swiss Life
- distribution partners (brokers) who assist such persons on a per-assignment basis.

The use of SL myLife Light and SL myLife Expert is governed by these Terms and Conditions. By accessing the Swiss Life Corporate Client Portal, the User declares his consent to these Terms and Conditions of Use and acknowledges their binding effect.

## Art. 2 Services of Swiss Life myLife Light and myLife Expert

The services offered by Swiss Life in relation to SL myLife Light and SL myLife Expert include the use of the Web Application together with its databases, the access identification and authentication of the User and the insured persons, the direct exchange of information between the User or the insured persons and Swiss Life, the activation of various user manuals (available online as a document or as a web video) and support.

Swiss Life may expand or restrict the range of services at any time without prior notice. Any planned restriction of the offering, whether temporary or permanent, shall be reported in due time and proper form.

Business with Swiss Life can largely be conducted electronically via SL myLife Light and SL myLife Expert. If processing is selected via SL myLife Light, documents are provided electronically by default (e-documents). Electronic business is deemed to be a written communication to Swiss Life as defined in the General Terms and Conditions of Insurance for Collective Insurance (GTCI).

E-documents shall be deemed to have been delivered as soon as they are available for download in SL myLife Light and SL myLife Expert. This applies regardless of whether the documents can only be read at a later date.

The method of delivery (electronic or in paper form) may be changed in SL myLife Expert at any time. Deliveries in paper form shall be sent to the last known business or correspondence address. The type of delivery selected also applies in principle to insured persons.

## Art. 3 Features of Swiss Life myLife Light and myLife Expert

With the help of SL myLife, the User can manage his company pension plan. He can enter and change start dates,

end dates, salary figures, employee data and employee addresses. In addition, he has the option of ordering and downloading contract documents, such as pension plans, lists of contributions and lists of benefits, for all contracts.

In SL myLife Light, the client is actively informed when an order has been concluded.

The user has the option to switch from SL myLife Light to SL myLife Expert at any time in order to benefit from enhanced features and additional information:

- Adjustment by the Administrative Board
- Management of the company address
- Group modifications (salary changes and start dates)
- Simulation modifications

### Public Cloud

Only personal data and other data from the Swiss Life management and partner systems that is required for the services of the Swiss Life Corporate Client Portal and is not classified as highly sensitive is stored in a public cloud. The data in the public cloud is maintained at the same level as the data in the Swiss Life management and partner systems that are not directly accessible to the User.

The data in a user account can only be viewed by the relevant User. The User may, on his own responsibility, authorise other persons to view this data. Swiss Life disclaims all liability for any resulting losses that be incurred by the User.

## Art. 4 Maintenance and support

SL myLife Light and SL myLife Expert are maintained on an ongoing basis and updated as required. Maintenance and updates are usually carried out at night from Thursday to Friday or on weekends. During this time, the availability of SL myLife Light and SL myLife Expert is not guaranteed. Where there is good cause, Swiss Life reserves the right to suspend access to SL myLife Light and SL myLife Expert at other times, as well.

Telephone support for SL myLife Light and SL myLife Expert is provided on business days during business hours.

## Art. 5 Duties and obligations of users and insured persons

In order to use SL myLife Light and SL myLife Expert, Users must ensure that they have the hardware and software required to connect to the Internet in accordance with normal standards (hereinafter “Work Devices”). This also includes the internet-enabled configuration of the work devices, as well as access to the Internet. The necessary hardware and software requirements are available on the Internet at: <https://www.swisslife.ch/myLife>.

Users undertake not to utilise access to SL myLife Light and SL myLife Expert for purposes of distributing or retrieving illegal information or for any other improper use. In particular, Users undertake not to disrupt, modify or damage access to SL myLife Light and SL myLife Expert or the networks and not to transmit any unauthorised advertising or other offensive messages (spam), viruses or other malware. The User and/or the insured persons shall indemnify Swiss Life against any third-party claims resulting from the unlawful use of the SL myLife Light and SL myLife Expert access and/or the Internet.

The deliberate or grossly negligent disruption or impairment of SL myLife Light and SL myLife Expert through improper use of work devices and software is prohibited.

Swiss Life reserves the right to block access to SL myLife Light and SL myLife Expert if the User or the insured persons utilise SL myLife Light or SL myLife Expert in breach of

contract or law or if their work devices jeopardise the seamless operation of SL myLife Light or SL myLife Expert.

Any commercial use of the access offered by Swiss Life to SL myLife Light and SL myLife Expert or the services offered by Swiss Life in this context, in particular the resale thereof, is prohibited and subject to legal action.

#### **Art. 6 Login identification and authentication**

The management committee (in consultation with the employer) and the distribution partner shall designate to Swiss Life a person with all administrator rights for SL myLife Light and SL myLife Expert (hereinafter referred to as the “Super User”). Swiss Life is entitled to request copies of official documents in order to identify the Super User. It is also entitled to reject a Super User without giving reasons.

The Super User assigns and manages further authorisations for access to SL myLife Light and SL myLife Expert in accordance with the GTCU. The User guarantees an appropriate deputy and the seamless succession of the Super User.

The Super User registers and changes the other access permissions. For persons with access permissions, the form of address, first name, last name, insured ID number, date of birth, e-mail address and mobile telephone number must be reported and kept up to date.

The Super User checks the accuracy of the access permissions after they have been granted. Any discrepancies must be immediately reported to Swiss Life online via SL myLife Expert or by e-mail.

For the login identification, the Super User and other authorised persons each receive a personal username and an initial password which must be changed to a personal password when logging in for the first time.

The login identification for SL myLife Light and SL myLife Expert is carried out by entering the personal username and password. In addition, a PIN code (SMS code) must be entered in each case. This code is sent to the authorised user via SMS.

These security features are assigned individually and are non-transferable. Disclosure to unauthorised third parties is prohibited. The User or the insured persons are liable for the security and confidentiality of these features.

Swiss Life considers any person who identifies himself using the security features to be authenticated for the purpose of using SL myLife Light and SL myLife Expert. Swiss Life declines any liability for losses resulting from any unlawful use of the security features or the web application that goes beyond the permission granted.

#### **Art. 7 Security standards**

Swiss Life considers the safety and seamless operation of SL myLife Light and SL myLife Expert a top priority. The data is transmitted in encrypted form using the SSL (Secure Socket Layer) protocol.

Despite the best possible precautions taken by Swiss Life and/or other service providers, such as the connection provider, the security and seamless operation, as well as the up-to-dateness and confidentiality of the data transmitted via SL myLife Light and SL myLife Expert cannot be guaranteed because of the public nature of the internet. The use of SL myLife Light and SL myLife Expert and of the Internet is therefore at the User and the insured persons' own risk. The User and the insured persons are advised to take their own additional precautions to increase security (firewall, virus protection, security patches, etc.) and to activate the security settings for their hardware as recommended by the relevant manufacturer.

The use of SL myLife Light and SL myLife Expert, as well as the storage of data and documents on the computer systems of the User or the insured persons, is carried out on their own responsibility.

#### **Art. 8 Scope of use**

SL myLife Light and SL myLife Expert are available to the User and the insured persons for the simple, non-exclusive, non-transferable and intended use. The intended use includes but is not limited to the retrieval, transmission, downloading, reading, saving and displaying of data and information, as well as the system-internal use of programs or parts thereof within the meaning of these GTCU. Any other use of SL myLife Light and SL myLife Expert is prohibited.

The web application made available to the User and the insured persons, along with any and all materials, remains the exclusive property of Swiss Life. Other rights, such as industrial and copyrights and all rights of use not expressly transferred to the User and the insured persons, shall also remain with Swiss Life or the holders of the intellectual property rights to the software.

#### **Art. 9 Termination of use**

The use of SL myLife Light and SL myLife Expert for a group of persons defined in a contract of affiliation shall end in its entirety upon termination of the reinsurance coverage of the active insured persons of that group with Swiss Life. The use of SL myLife Light and SL myLife Expert for an individual insured person ends when the latter's reinsurance coverage with Swiss Life ends. In addition, the use of SL myLife Light and SL myLife Expert may be terminated by the User or by Swiss Life at the end of any calendar month, subject to six months' notice. Swiss Life and the User reserve the right to immediately terminate the use of SL myLife Light and SL myLife Expert because of a serious breach of contractual obligations. In this case, all authentication features for access by the User and all other authorised persons to SL myLife Light and SL myLife Expert shall be automatically deleted.

#### **Art. 10 Data protection**

The User, the Super User and Swiss Life undertake to take the necessary precautions to comply with the applicable data protection provisions. The User and the Super User shall ensure that only data processing permitted under these Terms of Use and the applicable data protection provisions is conducted. The legitimate processing of personal data by the User and the Super User within the scope of the permitted use specified in Article 8 of these GTCU shall be the exclusive responsibility of the User and the Super User.

Data and information must be treated in the strictest confidence and shall under no circumstances be made available to unauthorised third parties. Furthermore, the provision of access to personal data by third parties is only permitted subject to strict observance of the need-to-know principle in connection with these Terms and Conditions of Use. Swiss Life shall be entitled to make personal data available to third parties in Switzerland and abroad, provided that Swiss Life ensures that this is done in accordance with these GTCU and the applicable data protection provisions.

Confidential information and particularly sensitive personal data (particularly medical data) may not be transmitted online without protection via SL myLife Light and SL myLife Expert but may only be forwarded to Swiss Life by post. In the event of non-compliance with this provision, Swiss Life shall be entitled to restrict or block access to SL myLife Light and SL myLife Expert in whole or in part. Swiss Life also expressly reserves the right to take further legal action against offenders. Swiss Life expressly disclaims, to the extent

permitted by law, any and all liability for any resulting losses incurred by the User or the insured persons.

Additional explanations and information on data protection and data security at Swiss Life Ltd are available here: <https://www.swisslife.ch/Privacypolicy>.

### **Art. 11 Web analytics / cookies**

Swiss Life myLife Light and myLife Expert may send files known as cookies to the User's work device, where they are stored for future use. A cookie is a string of data that is utilised to automatically collect data about the use of a website. This data also includes the IP address (Internet Protocol address) of the User, similar, in terms of its function, to the User's telephone number. The data obtained by means of cookies is used primarily for the management, quality assurance and monitoring of the use and performance of SL myLife Light and SL myLife Expert.

If the cookie feature is disabled on the User's work device, or the corresponding filters are used, it may not be possible to properly retrieve or receive all information and data via the Swiss Life corporate client portal. Swiss Life disclaims any and all liability for any losses resulting from such limited use.

Further information can be found in the separate general Privacy Statement of Swiss Life at: <https://www.swisslife.ch/legal>.

### **Art. 12 Exclusion of liability**

To the extent permitted by law, Swiss Life disclaims any and all liability for any losses incurred by the User as a result of or in connection with the use of SL myLife Light and SL myLife Expert.

In particular, Swiss Life does not provide any warranty for the proper functioning of the access to SL myLife Light and SL myLife Expert, for seamless access to the Internet, as well as for the correctness, up-to-dateness and completeness of the content of the data, information or documents offered, processed or retrievable or transmitted via the Internet by it, its partners and the User or third parties. Swiss Life shall not be liable for any direct or indirect losses incurred by the User or third parties as a result of contacts or transmissions over the Internet or as a result of incorrect or falsified data and information in SL myLife Light and SL myLife Expert.

The User is directly responsible for the security and functionality of the hardware and software used by him. Losses incurred by the User, Swiss Life or third parties as a result of defective work devices or software of the User shall be borne by the latter.

Under no circumstances shall Swiss Life be liable for any losses arising as a result of force majeure or because of unforeseeable or temporary circumstances or circumstances for which Swiss Life is not responsible (e.g. because of official or statutory orders, a breakdown of communication networks, power supplies, etc.). Furthermore, Swiss Life shall not be liable under any circumstances for direct, indirect or consequential damages (such as lost profits or third-party claims) caused by the User or third parties.

### **Art. 13 Copyright**

The Swiss Life websites and the Swiss Life myLife Light and myLife Expert Web Application contain legally protected designations, copyrighted images and information, as well as trademarks and company names. Their reproduction and use is prohibited by the relevant applicable law for the protection of intellectual property.

Without the express permission of Swiss Life, any copying, reproduction, distribution or other use of the information appearing on Swiss Life's websites or in the Swiss Life myLife Light and myLife Expert Web Application, including excerpts, is prohibited unless the information or data in question is expressly authorised by Swiss Life for particular purposes (e.g. downloading forms).

### **Art. 14 Further provisions**

Swiss Life reserves the right to amend or supplement these GTCU at any time. The foregoing shall be subject particularly to adaptations based on technological, administrative, or actuarial changes and adaptations based on statutory or regulatory requirements.

In addition to the GTCU, the Legal Notice and Terms of Use published online on the Swiss Life websites (<https://www.swisslife.ch/legal>) and the Privacy Policy (<https://www.swisslife.ch/Privacypolicy>) shall apply.

Swiss law shall apply. The exclusive place of jurisdiction shall be Zurich.