

## Terms and Conditions of Use for Swiss Life myLife (TCU); company employee benefit institutions

Valid as of: 1 December 2014

### Art. 1 General

Swiss Life provides web-based services via an extranet under the name Swiss Life myLife (hereinafter "SL myLife" or "web application").

Although SL myLife is internet-based, special security measures have been implemented to secure it as an extranet. The web application address (URL) is: <https://mylife-sms.swisslife.ch>.

SL myLife is available to the following persons (referred to as "users") for the implementation and administration of employee benefits insurance:

- the Board of Trustees of an employee benefits institution, which has concluded a group life insurance contract with Swiss Life,
- the Board of Trustees of an association employee benefits institution, which has concluded a group life insurance contract with Swiss Life,
- distribution partners (brokers) who provide support to such persons under a mandate agreement.

The use of SL myLife is governed by these *Terms and conditions of use for Swiss Life myLife; company employee benefit institutions*.

### Art. 2 Services offered via SL myLife

The Swiss Life services offered by SL myLife comprise the use of the web application and its databases, access identification and authentication of users, the direct exchange of information between the user and Swiss Life, the provision of various user manuals (available in document format or as online webvideos), and support.

The individual services and business cases available to the user are listed in SL myLife under the title Actions Menu.

This range of services can be expanded or restricted by Swiss Life at any time without prior notice. Advance notice will be given of any planned temporary or permanent restriction of the services.

### Art. 3 Electronic correspondence / e-documents

Business correspondence with Swiss Life can largely be exchanged electronically via SL myLife. If the decision is made to use SL myLife, all documents are automatically sent electronically (e - documents). Electronic mail is deemed to be notification in writing within the meaning of the General Policy Conditions for Group Insurance (GPC).

The user can activate an SMS or e-mail function to be alerted that documents have been sent.

E-documents are deemed to have been delivered as soon as they can be accessed in SL myLife. This applies even if the documents can only be read at a later stage.

The type of delivery (electronic or paper documents) can be changed in SL myLife at any time. Paper documents will be sent to the last business or correspondence address notified to Swiss Life.

### Art. 4 Maintenance and support

SL myLife is maintained on an ongoing basis and updated whenever necessary. Maintenance and updates are usually carried out on the night of Thursday to Friday or at the weekend. During these times the availability of SL myLife cannot be guaranteed. Swiss Life reserves the right to also interrupt access to SL myLife at other times if justified.

If SL myLife is not accessible for more than three business days, printed copies of the information and documents can be requested from Swiss Life. Swiss Life does not accept any liability for loss or damage caused by SL myLife system interruptions.

Telephone support for SL myLife is guaranteed during business hours on business days. An online form can be used to request support outside of these hours or if required. Such requests will be answered as soon as possible.

### Art. 5 General obligations of the user

In order to use SL myLife, the user must have the required standard of hardware and software (hereinafter "equipment") needed to connect to the internet. This also includes the internet configuration of the equipment and access to the internet. The hardware and software that are required are described on the internet at <http://www.swisslife.ch/mylife>.

The user undertakes to refrain from using SL myLife to disseminate or access illegal information or for any other abusive purposes. The user in particular undertakes not to interfere with, change or damage SL myLife or the network and to refrain from using the network to transmit any prohibited advertising materials or other annoying messages (spam), viruses or other harmful programs (malware). The user shall indemnify Swiss Life for any and all claims of third parties based on the unlawful use of SL myLife or the internet.

The intentional or grossly negligent disruption or impairment of SL myLife through the inappropriate use of equipment and software is prohibited.

Swiss Life reserves the right to block access to SL myLife if the user uses SL myLife in breach of the contract or the law or if his/her equipment jeopardises the trouble-free operation of SL myLife.

The commercial use of the SL myLife access provided by Swiss Life or any of the services offered by Swiss Life in this respect and in particular their onward sale are not permitted and will be prosecuted.

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

The Board of Trustees and the distribution partners designate a person to have all administrator rights for SL myLife with respect to Swiss Life (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 issues and manages all other access rights to SL myLife in accordance with the instructions of the TCU. The user must appoint a suitable deputy for the Super User and ensure the smooth succession of the latter.

The Super User registers and updates all other access rights. Swiss Life must be informed of the title, first name, last name, insured person's number, date of birth, e-mail address and mobile phone number as well as all changes to this data for all authorised users.

The Super User must check that all access rights that are granted are correct. Swiss Life must be informed of any discrepancies online via SL myLife or by e-mail without delay.

The Super User and all other users authorised to access SL myLife receive a personal username and initial password which must without exception be changed to a personal password when the user logs on to the application for the first time.

Access identification to SL myLife is based on a personal username and personal password. A PIN code (SMS code), which is sent to the authorised user via text message, must also be entered.

These security features are allocated individually and cannot be transferred to another party. Forwarding to unauthorised third parties is not allowed. The user is liable for the safekeeping and non-disclosure of these security features.

Swiss Life considers every person who identifies him/herself with the security features to be authorised to use SL myLife. Swiss Life is not liable for any damage or loss caused by use of the security features or the web application which is unlawful or exceeds the authorisation allocated.

## **Art. 7 Security and smooth operation**

Swiss Life attaches great importance to the security and smooth operation of SL myLife. Data is transmitted via an encrypted SSL (Secure Socket Layer) connection.

In spite of the best efforts of Swiss Life, other service providers and internet providers, the public nature of the internet means that the security, completeness, current relevance and confidentiality of the data transmitted via SL myLife cannot be guaranteed. The user therefore uses SL myLife and the internet at his/her own risk. The user is advised to also implement his/her own security measures (firewall, virus protection, security patches, etc.) and to activate the security settings for his/her hardware that are recommended by the manufacturer in question.

The use of SL myLife and storage of data and documents on users' systems is at his/her own risk.

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

SL myLife is available to the user for their individual, non-exclusive, non-transferable and proper use. Proper use specifically but not exclusively includes calling up, transmitting, downloading, scanning, saving and reproducing data and information as well as the system-internal use of programs and parts of programs as defined in these TCU. All and any other use of SL myLife is prohibited.

The web applications made available to the user, and any other materials provided to the client remain the exclusive property of Swiss Life. All other rights such as industrial rights and copyrights and all usage rights that have not been explicitly transferred to the user remain the property of Swiss Life or the owners of the software copyrights.

## **Art. 9 Liability**

Swiss Life rejects all liability to the extent permitted by law for any damage or loss suffered by the user, the Super User and any other authorised users from or in connection with the use of SL myLife.

Swiss Life in particular does not offer any guarantees for the smooth functioning of access to SL myLife, uninterrupted service to the internet or for the accuracy and completeness of any data, information or documents provided, processed or transferred by Swiss Life, the user or any third party. Swiss Life also does not accept any responsibility for the security and functionality of the hardware and software used by the user. Losses incurred by the user, Swiss Life or third parties through defective equipment or software owned by the user must be borne by the latter.

Swiss Life does not under any circumstances accept liability for damage or loss caused by force majeure or as a result of unforeseen or temporary problems or problems for which Swiss Life cannot be held responsible (such as official or statutory directives, the collapse of the communication networks, etc.). Swiss Life also does not accept any liability whatsoever for direct, indirect or consequential damage (such as lost profits or third-party claims) caused by the user, the Super User or a third party.

## **Art. 10 End of use**

The use of SL myLife for a specific group of persons identified in a group life insurance contract ends when the active insured members' cover, provided by Swiss Life, comes to an end. Otherwise the agreement to use SL myLife can be terminated by the user or by Swiss Life by giving six months' notice to the end of a calendar month. Both Swiss Life and the user reserve the right to terminate the use of SL myLife immediately in the case of a serious violation of the contractual obligations.

## **Art. 11 Obligation of surrender**

If the agreement to use SL myLife is terminated, the user must return to Swiss Life all materials given to him/her in this respect or delete or destroy said material in accordance with the instructions of Swiss Life. All identification details for the user or other authorised persons to access SL myLife will automatically be deleted.

## **Art. 12 Data protection**

The user, the Super User and Swiss Life undertake to implement the required measures to ensure compliance with the applicable data protection regulations, in particular those relating to occupational provisions. The user and the Super User must in particular ensure that only the data required for implementing the employee benefits insurance is used and processed. Data and information are to be treated in strict confidence and under no circumstances to be made accessible or disclosed to unauthorised third parties.

Confidential information and secret, sensitive personal data (in particular medical data) may not be transmitted unsecured via SL myLife, but may only be sent to Swiss Life by mail. If this provision is breached, Swiss Life may at its own discretion interrupt or block access to SL myLife. Swiss Life does not accept any liability for any resulting damage or loss suffered by the user.

The user, the Super User and any other authorised persons agree that their data may be captured in a session cookie and a log file when they access SL myLife. This shows which user and other authorised persons accessed SL myLife at what time. This data will only be saved to the extent that it will allow Swiss Life to improve SL myLife and to prepare performance, error and misuse analyses.

### **Art. 13 Further stipulations**

Swiss Life reserves the right to amend or supplement these TCU at any time. Swiss Life in particular reserves the right to make technological, administrative or actuarial changes and adjustments or changes ordered by law or the authorities.

In addition to the TCU, the online *Legal information and terms and conditions of use* published on the website of SwissLife also apply (<http://www.swisslife.com/legal>).

Swiss law applies. The exclusive place of jurisdiction is Zurich.

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