

Terms of service

SWISS LIFE GLOBAL SOLUTIONS

These Terms of Service ("TOS") shall be binding upon any person accessing the Website/Web Application or mobile applications, namely, Swiss Life ("the Company"), or on any person availing any of the Services or using any of Swiss Life Applications. By accessing the Website, the User is consenting to be bound by these TOS. These TOS shall govern any person accessing the Website or using any of Swiss Life Applications or else availing any of the Services offered by Swiss Life. In the event that the User is accessing the Website, mobile apps or using any Swiss Life Applications and/or Services on behalf of an entity, the User hereby agrees and accepts that she/he is authorised to act on behalf of such entity and that her/his actions shall be binding upon such entity.

Should you choose not to be bound by these TOS you are hereby requested to refrain from using the Website, the Services or any of the Swiss Life Applications.

1. Definitions

Unless otherwise defined within the Application Form, any capitalised term used within this TOS shall have the meaning set out below:

- 1.1. "Confidential Information" shall mean any information or data which belongs to the Company (including any representatives, officers or employees of the latter) and/or the User or the relevant Policy/ies and regardless of whether the information was marked as being proprietary or confidential. Such information shall include but not be limited to any information ascertainable by inspection or analysis of samples and/or which may be disclosed while using, testing or reviewing, and any information relating to the Company's business, operations, processes, plans, product information, know-how, design rights, trade secrets, software, rules and concepts, documentation market opportunities and customers and business affairs, including any information being made available through the Swiss Life Applications and covered by insurance or banking secrecy (e.g. Policy related information, funds' evaluations, account statements).
- 1.2. "Intellectual Property" shall mean collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, knowhow, including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof; (ii) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trademark registrations, and applications therefore, trade names, service marks, service names, logos, or trade dress; (iv) rights relating to the protection of trade secrets and Confidential Information; and (v) internet domain names, internet and world wide web URLs or addresses; and (vi) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registration and whether or not such registration has been obtained.

- 1.3. "Policy" shall refer to an insurance or capitalization product issued by the Company and "Policyholder" shall refer to the individual and/or legal entity holding the Policy.
- 1.4. "Privacy Notice" shall refer to the privacy notice of Swiss Life (Luxembourg) S.A. (directly available at the website <https://www.swisslife-global.com/global-solutions/footer/privacy.html>) describing, inter alia, the manner in which Swiss Life processes the personal data of Users in relation to the use of Swiss Life Application, the Website and the Services.
- 1.5. "Services" shall mean all kinds of services provided by Swiss Life with regard to the usage of the Website/Web Application and the Swiss Life Applications. Services available through the Swiss Life Application will include access to marketing material and product documentation, which may include (pre)contractual forms and periodic reporting on, inter alia, insurance contract's value, accrued fees, capital transactions, funds, underlying assets and brokerage commissions.
- 1.6. "Swiss Life Application" shall refer to the secure extranet service created by the Company, the content of which is stipulated in Article 3.5 of this TOS, and access to which is strictly limited to the Users.
- 1.7. "Website/Web Application" shall refer to the portal of Swiss Life Global Solutions as per the following link: www.e-swisslife.com.
- 1.8. "User" shall refer to any Policy stakeholders which also includes Policy holders who adheres to these TOS and whose access is granted to the Swiss Life Applications under the procedure of article 3.5 of this TOS.
- 1.9. "User Account" shall mean the account created by the User for accessing the Website and using Swiss Life Applications and Services.

2. *General terms of use*

- 2.1. The access to the Website allows the User to use the Website, Swiss Life Applications and Services hosted on the Website/Web Application. However, the Website/Web Application, the Swiss Life Application and the Services are intended for use only in compliance with all applicable laws and in accordance with these TOS.
- 2.2. The access to the Website/Web Application, the use of Swiss Life Applications and the Services are offered for the User's own use and she/he may not provide any of the Services offered by Swiss Life to any third party nor allow any third party to use the same for personal gain or otherwise unless with the prior express written consent from Swiss Life.
- 2.3. All of the information, material and other content present on the Website/Web Application, in any of Swiss Life Applications or Services, including but not limited to any Intellectual Property or any software, shall be those belonging solely to Swiss Life or those which have been duly obtained by Swiss Life, by way of license or otherwise, from third parties. The User is hereby expressly restricted from using any of the above-mentioned information material or content unless with Swiss Life's express consent in writing.
- 2.4. The Swiss Life Applications may be accessible only by users who have duly fulfilled the authentication procedure, through the creation of a User Account, as described in Article 3.5 below and have been authorized for the purpose by Swiss Life prior to the first User's access.
- 2.5. The User hereby agrees and accepts that she/he is accessing the Website/Web Application or Swiss Life Applications and availing various Services and features at her/his own risks and costs.

- 2.6. The User is requested to provide true, up to date and accurate information wherever required.
- 2.7. Swiss Life further reserves the right, at any time, to deny access to the Website or to any of Swiss Life Applications and/or Services offered through the Website to one or more Users, for any grounded reason if the User is a legal representative of the Partner, and without justification if the User is not a legal representative of the Partner.
- 2.8. Please note that the Website/Web Application or Swiss Life Application cannot be used to carry out transactions in relation to the respective Policy(ies), such as switches, surrenders or premium payments. The forms accessible on Website/Web Application or Swiss Life Applications should be duly completed and returned to the Company for execution.
- 2.9. The right of access is determined and may vary on the basis of the status of the User and the type of Policy for which consultation occurs. The Company reserves the right to grant or withhold the requested access.
- 2.10. The User Content has a purely informative character. The Company does not provide any guarantee that the data, information or documents provided by the Company or third parties and accessible via the Swiss Life Applications are up to date, complete, accurate, reliable or appropriate. Data, information and documents accessible on the Swiss Life Applications do not constitute evidence against the Company and do not under any circumstances commit the Company, particularly in case of error, inaccuracy or omission in data, information or documents made available by the Swiss Life Applications.
- 2.11. Due to the constraints of the accounting and IT process, the Website/Web Application or Swiss Life Applications are used subject to the limitation that transactions that have not yet been booked will not be visible.
- 2.12. The Swiss Life Applications facility and the Terms of Service may be amended without notice from the Company.

3. Registration

- 3.1. Upon each User first access and use of the Website/Web Application, Swiss Life Applications and the Services requires the User to register her/himself on the Website/Web Application
- 3.2. The User is requested to provide only accurate, complete, true and up to date information while registering her/himself on the Website/Web Application.
- 3.3. The User shall be fully liable for any and all acts and/or omissions taken by way of her/his User Account.
- 3.4. The User hereby grants in favour of the Website/Web Application a right to monitor User Accounts to check for compliance with these TOS as well as with all applicable laws. However, nothing contained herein shall be construed as placing any obligation on the Website nor on Swiss Life to monitor any User accounts.
- 3.5. While accessing the Website/Web Application, each User shall identify her/himself with all the required identification elements, i.e. by entering the following login credentials:
 - The User's name and family name;
 - The number of the concerned Policy;
 - The User's e-mail address and phone number;
 - The verification code, as received by each User via the User's registered authenticator tools.

- 3.6. The Company shall keep the right at any time and without stating reasons, to refuse or block access to such person until the latter will provide proof of authorisation by any means.
- 3.7. Secure access to the Swiss Life Applications requires a computer with an internet connection, a smartphone and an access code (user name, password) and a “TOTP” received/generated on the users registered authenticator tool.
- 3.8. Access to the Swiss Life Applications is subject to the overall availability of the Company’s IT infrastructure, which may be subject to down-time on a one-off or regular basis notably for maintenance, upgrade, repair or other purposes. The Company also reserves the right to suspend access to the Swiss Life Applications temporarily or permanently, without being required to justify its decision.
- 3.9. The website www.e-swisslife.com is certified by the trusted provider of authentication services “GlobalSign” which guarantees that the User is definitely logged on to the Company’s website. However, the Company provides no guarantee against damage or inconvenience directly or indirectly caused by a virus not detected by the Company’s security system or, in general, technical malfunction due to the User, the internet, other computer systems or third parties.

4. Restrictions on use

The User is hereby specifically restricted from performing or engaging in any of the following:

- 4.1. The User shall not use the Website/Web Application, the Services or any of Swiss Life’ Applications in any manner not compliant with the provisions contained herein or contrary to any applicable law.
- 4.2. The User shall not either remove or alter or otherwise attempt to remove or alter any of the features, information, content or functionality of the Website/Web-application, the Services or of any Swiss Life Applications.
- 4.3. The User shall not, either remove, alter, obscure or attempt to remove, alter or obscure any of the trademarks, logos, icons, graphics and other representative marks of Swiss Life.
- 4.4. The User shall not restrict or attempt to restrict any other Users access to the Website, the Services or to any Swiss Life Applications.

5. User content

- 5.1. The User hereby agrees to refrain from posting on the Website/Web application any content:
 - 5.1.1 That is unlawful, inciting, hurtful, libellous, discriminatory, harmful, harassing, threatening, fraudulent, misleading, obscene, vulgar, inappropriate or pornographic.
 - 5.1.2 That contains any viruses, trojans, logic bombs, keystroke loggers, malware or any other disruptive, malicious or destructive code, program or file.
 - 5.1.3 That is owned by a third party over which the User has not obtained the necessary rights, title and consents.
 - 5.1.4 That is infringing upon or violating the intellectual or proprietary rights of any third party.
 - 5.1.5 That results in the unauthorised disclosure or makes public any personal, confidential or otherwise sensitive information of any third party.

- 5.1.6 In the same terms as above, the User shall refrain from posting on the Website any such other information, content or material that Swiss Life may, from time to time, restrict her/him from posting.
- 5.2. The User may post, publish or transmit User Content only in such places specifically designated for on the Website.
- 5.3. By agreeing to these TOS, the User hereby agrees to the monitoring of any and all User Content by Swiss Life. However, this shall not place any obligation on Swiss Life to regularly monitor any User Content. Swiss Life shall not, in any way, be liable for any loss or damage arising in relation to any User Content except to the extent that a court of a competent jurisdiction has determined in a decision, not subject to further appeal, that Swiss Life was grossly negligent, acting fraudulently, or has committed an intentional tort.
- 5.4. The Website/Web Application shall not have any obligation of confidentiality over any information, content or material that the User may post, publish or distribute in any public area of the Website.
- 5.5. The Website/Web Application reserves the right to remove, on its own discretion, any and all content posted, published, uploaded, transmitted or distributed anywhere on the Website for any whatsoever reason.
- 5.6. User Content shall be stored on the Website's servers only for the duration of the use by the User of the Website, Swiss Life Applications and the Services. On the expiry or termination of the transactions between Swiss Life and the User, Swiss Life may remove any and all associated User Content. Users are requested to make adequate backups for any User Content and Swiss Life shall not be responsible for any loss or destruction of the same.
- 5.7. The User shall refrain from posting or publishing anywhere on the Website/Web Application any ideas or suggestion with regard to the Website, Swiss Life Applications or with regard to the Services. Though Swiss Life greatly appreciates all feedback, ideas and suggestions received from the Users, the present mechanism is in place so as to avoid any potential misunderstandings with regard to the ownership of such ideas and suggestions. In case any User continues to post ideas and suggestions anywhere on the Website, such User shall be granting in favour of Swiss Life a worldwide, irrevocable, royalty free right to use, incorporate, adapt, modify, publicly perform, disseminate, copy, distribute, transmit, sell or offer for sale such ideas and suggestions.

6. *Website content*

- 6.1. The information, content and other material present on the Website/Web Application are not intended to be a professional advice.
- 6.2. The User is advised to seek the assistance from a professional prior to relying or using any information present on the Website.

7. *Links*

- 7.1. The Website/Web Application may have various links and advertisements present on it, which direct the User to a third-party site.
- 7.2. The User is hereby advised to exercise caution while following any links or advertisements present on the Website as the site to which the User may be directed may have a Terms of use and Privacy Notice different from that of the Website/Web Application.

- 7.3. Any ideas, opinions or suggestions or other content present on any site to which the User may be directed to, shall not be construed as being a site supported or endorsed by the Website or Swiss Life in any manner.
- 7.4. The User shall not, unless with Swiss Life's express written consent, create or post any links or advertisements anywhere on the Website/Web Application. Any User found to be posting or creating any links anywhere on the Website shall be fully responsible for the contents of such links and advertisements.
- 7.5. The User hereby acknowledges that while following any links or advertisements the User shall be leaving the Website and these TOS and related Privacy Notice shall no longer be binding upon the User nor Swiss Life.

8. *Intellectual property*

- 8.1. The Website/Web Application along with all of its content, features, functionality as well as Swiss Life Applications and Services are and will remain the property of Swiss Life.
- 8.2. Any and all Intellectual Property in or related to the Website/Web Application, the Services and the Swiss Life Applications, including but not limited to any trademarks, trade names, graphics, icons, logos, images, audios, videos, copyrights, patents, and trade secrets, shall be the sole and exclusive ownership of Swiss Life or otherwise duly licensed to the latter.
- 8.3. You shall not use any Intellectual Property, including but not limited to any trademarks, trade names, graphics, icons, logos, images, audios, videos, copyrights, patents, and trade secrets, unless upon obtaining the requisite rights, consents and licenses from Swiss Life or from such third party from which Swiss Life has obtained the license.
- 8.4. Any rights not specifically and expressly granted to You hereunder shall not be construed to have been granted.
- 8.5. Any and all software available on the Website/Web Application are either owned by Swiss Life or have been duly licensed or otherwise obtained from a third party. The User shall not download or use any such software unless with the express consent from Swiss Life. You are further restricted from dissemination, disassembling or reverse engineering any software or other Intellectual Property present anywhere on the Website.
- 8.6. Swiss Life is acting in compliance with Applicable laws and shall in appropriate circumstances and at its sole discretion terminate any infringing User's User Account and shall deny such User further access to the Website.

9. *Confidentiality*

- 9.1. The User and Swiss Life hereby agree to protect and treat as confidential all the Confidential Information disclosed by whatever means, in any medium or format (whether marked "confidential" or not) which the recipient had received or receives from the disclosing party, either directly or from any other person. Neither party shall use or disclose any Confidential Information pertaining to the other Party for any reason other than those specifically mentioned herein.
- 9.2. However, Swiss Life shall have no duty of confidentiality over any information which is:
- 9.2.1. Already known to it prior to this TOS.
- 9.2.2. Freely available to the public domain.

- 9.2.3. Made public by a third party with no breach of confidentiality towards the disclosing party.
- 9.2.4. Disclosed in compliance with any applicable law or in compliance with an order or direction received from any court or governmental authority.
- 9.2.5. Posted, published, transmitted on or through any public feature of the Website or which is made public on the Website in any manner.
- 9.3. You hereby agree and accept that any unauthorised use or disclosure of any Confidential Information pertaining to Swiss Life may result in irreparable losses to Us for which monetary compensation may prove insufficient and that Swiss Life reserves the right to seek injunctive or equitable relief in addition to the rights granted under these TOS.
- 9.4. The User hereby acknowledges that the Company, an entity being registered as a life insurance company with the Commissariat aux Assurances, the Luxembourg's supervisory authority of the insurance sector, is subject to the professional secrecy as set out in Article 300 of the Law of 7 December 2015 on the insurance sector, in the text from time to time in force, covering all information confided to Swiss Life in its capacity as insurer.

10. *Protection of personal information*

In the context of the insurance relationship, Swiss Life, as data controller, is required to collect personal data from the policyholder that is protected by the General Data Protection Regulation (EU regulation no. 2016/679).

This personal data is processed in accordance with the Privacy Notice (directly available on the website <https://www.swisslife-global.com/global-solutions/footer/privacy.html>) which contains all information that the Company must provide to the policyholder on the processing of her/his personal data.

11. *Indemnity and liability*

- 11.1. The User hereby agree, at her/his own expense, to indemnify, defend, and hold harmless the Company and its officers, directors, employees, successors, assigns, agents, Data Subjects and representatives, from and against any claim, suit, action or other proceeding brought against the Company or its officers, directors, employees, successors, assigns, agents, Data Subjects and representatives by a third party or client arising from or relating to:
- 11.1.1. The violation of these TOS.
- 11.1.2. Unauthorised use of any information, material and content including but not limited to any Intellectual Property.
- 11.1.3. The use of the Website, the Services or any of the Swiss Life Applications.
- 11.1.4. Any User Content posted, published, uploaded, distributed or otherwise transmitted by the User.
- 11.1.5. Breach of any of User's representation and warranties.
- 11.1.6. Swiss Life Applications' unauthorized use or a third-party using User's computer, password or account.
- 11.1.7. A claim that any use of Swiss Life Applications by a User or a third party using User's computer, password or account infringes any contractual or other proprietary right of any third party, is libellous or defamatory, or otherwise results in injury or damage to any third party.
- 11.1.8. Any unauthorized use of Swiss Life Applications by a User or a third party using Swiss Life Applications'

computer, password or account.

The User agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs arising out of or relating to any such claim, suit, action or proceeding.

11.2. IN NO EVENT SHALL SWISS LIFE, ITS DIRECTORS, MEMBERS, EMPLOYEES, LICENSORS OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING THOSE ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE WEBSITE, THE SWISSLIFE APPLICATION OR ANY LINKS THEREON OR ANY PROVISION OF THIS AGREEMENT AND THESE TOS, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME, REVENUES, GOODWILL, BUSINESS ARISING OUT OF OR RELATED TO THESE TOS INCLUDING THOSE IN CONTRACT OR TORT (INCLUDING NEGLIGENCE).

11.3. In no event shall SWISS LIFE ITS DIRECTORS, MEMBERS, EMPLOYEES, LICENSORS OR AGENTS be liable for any direct damages, losses or causes of action (whether in contract or tort, including but not limited to, negligence) except to the extent that a court of a competent jurisdiction has determined in a decision not subject to further appeal that SWISS LIFE was grossly negligent, acted fraudulently, or committed an intentional tort.

11.4. Neither shall Swiss Life be liable for any damage or destruction caused to the User' s device/system due to her/his use of the Website, the Services or any of the Swiss Life Applications.

12. Representation and warranties

12.1. Swiss Life MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE ACCURACY, CORRECTNESS OR RELIABILITY OF ANY OF THE INFORMATION OR OTHER CONTENT THAT IS PRESENT ON THE WEBSITE.

12.2. Swiss Life MAKES NO REPRESENTATION OR WARRANTY THAT the WEBSITE, THE SERVICES OR ANY OF Swiss Life Applications SHALL BE ACCURATE, UP TO DATE, ERROR FREE, UNINTERRUPTED OR OTHERWISE COMPATIBLE WITH THE USER' S DEVICE/SYSTEM.

12.3. ALL OF THE SERVICES OFFERED ARE ON AN "AS IS" AND AVAILABILITY BASIS AND Swiss Life HEREBY EXCLUDES ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE MERCHANTABILITY OR FITNESS OF THE SERVICES AND OTHER Swiss Life APPLICATIONS.

12.4. THE USER HEREBY REPRESENTS AND WARRANTS THAT ALL OF THE INFORMATION PROVIDED BY HER/HIM TO Swiss Life IS TRUE, ACCURATE AND COMPLETE IN ALL MANNERS TO THE BEST OF HER/HIS KNOWLEDGE AND THAT ANY AND ALL RIGHTS, CONSENTS AND LICENSES WITH REGARD TO SUCH INFORMATION, WHEREVER NECESSARY, HAVE BEEN OBTAINED.

13. Term and termination

13.1. These TOS shall be binding on the User for the entirety of her/his use of the Website/Web Application or the use of any of Swiss Life Services or Applications. The User may at any time request Swiss Life to terminate these TOS via a written notice sent to Swiss Life. Swiss Life reserves the right to terminate the TOS in the event of the violation of any of the terms contained herein by the User. Swiss Life further reserves the right to terminate

the TOS and any User Account for convenience with a thirty (30) days notice.

- 13.2. Upon termination of these TOS or on the termination of your User Account, your User Account shall be forthwith deactivated and you shall henceforth have no right of access to the Website/Web Application, to Swiss Life Applications or to any of the Services offered.

14. *Miscellaneous*

14.1. Amendments

- 14.1.1. Swiss Life reserves the right to amend, revise, change or remove the whole or any portion of the provisions of these TOS in respect to costs or fees, or in order to correct any mistake, inconsistency or error, to insert a supplement reflecting the common understanding of the parties or to provide a precision of a technical nature.
- 14.1.2. Swiss Life will inform the User prior to the entry into force of such amendment, revision, change or removal of any of these TOS in a way to allow the User to terminate these TOS under the pre-existing terms.
- 14.1.3. In addition to the notice under paragraph 14.1.2 above, the revised TOS shall be made available on the Website/Web Application for the User's review and continued use of the Website/Web Application, the Services or of any Swiss Life Applications shall mean her/his acceptance of the revised TOS.

14.2. Severability

The invalidity or unenforceability of any provision of this TOS shall not affect the validity or enforceability of any other provision hereof. In such a case such provision will be replaced by Swiss Life with a valid and enforceable provision which achieves, to the nearest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

14.3. Waiver

Any waiver of the rights of either Party shall be effective only if such waiver is in writing and is signed on behalf of the waiving Party.

14.4. Applicable Law and Jurisdiction

- 14.4.1. These TOS shall be governed by and in accordance with the laws of the Grand-Duchy of Luxembourg.
- 14.4.2. Any action or claim arising with regard to this TOS shall be brought to the courts of Luxembourg City.
- 14.4.3. Contact Information

Questions or comments with regard to this TOS may be directed to Swiss Life:

Swiss Life (Luxembourg) SA | Vertigo Naos Building | 6 rue Eugene Ruppert | L-2453 Luxembourg