

ePrivateWealth [e-swisslife.com]
Application Form
Terms of Service

Application to access and use the website URL “e-swisslife” (the “Website”) and the applications and services present on the Website (the “Swiss Life Applications”)

IMPORTANT DISCLAIMER: this Application Form does not constitute an offer to contract or to further contract by Swiss Life, which consent may only be granted by acceptance if and when Swiss Life returns the present application form countersigned to the Partner.

1. Information on Swiss Life’s business partner (hereinafter referred to as the “Partner”)

Partner’s name:

Legal domicile or registered office:
Street/No.

Postal code/Town or city

Country of domicile

Trade and company register name and registration number (if applicable)

Insurance distributor’s licence number and reference countries

Name of Supervisory Authority

2. Access to the Website and Swiss Life Applications through the Partner’s professional e-mail domain @_____.

The Partner would like to use *e-swisslife* (online platform) of Swiss Life (Luxembourg) S.A. (hereinafter referred to as the “Company” or “Swiss Life”) within the scope of the agreement signed with the Company on _____ (the “Partner Agreement”) under the following professional e-mail domain:

Partner’s E-mail @_____.

The Website will grant access to the Partner and its authorized user(s) to a digital B2B collaboration platform (the “Website”) aimed at facilitating interaction with the Company. The Website will be shared between the Company’s sales / operations team and its Partners for a better access to information, to facilitate advisory activity and to support / assist prospects in the pre-contractual phase as well as existing clients throughout the contract’s term. Services available through the Website will include access to marketing material and product documentation, including (pre)contractual forms and periodic reportings on, *inter alia*, insurance contract’s value, accrued fees and brokerage commissions.

3. Access authorization for Users of the Website and the Swiss Life Applications

The Partner authorises the following person(s) to access and use the Website and Swiss Life Applications as well as any additional services to be hosted on the Website. Please refer to the list set down below (the “Designated Users”).

The authorisation of the Designated Users to access and use the Website and Swiss Life Applications is subject to Swiss Life’s written acceptance of this Application Form. The Designated Users so authorised by Swiss Life shall be hereinafter referred to as the “Users”. Swiss Life shall reserve the right, at any time throughout the term of the Partner Agreement, to decline authorisation of access and usage of the Website and Swiss Life Applications to one or more Designated Users, for any grounded reason if the Designated User is a legal representative of the Partner, and without justifications if the Designated User is not a legal representative of the Partner.

The Partner must immediately inform the Company in writing of any deletion on the list of Users (e.g. in case any User will cease to be employed by the Partner) in order for Swiss Life to promptly deactivate any pertaining login credentials. The Partner will bear any and all disadvantages and losses resulting from failure to notify the Company of such changes.

The Partner must immediately request the Company in writing if it wishes to add a new Designated User into the list of Users in order for Swiss Life to accept or reject such designation, in writing.

List of Designated Users:

Title (Mr, Ms)	Name/First name	Function of the User	Country of Domicile

4. Login Credentials

The Login Credentials of each User will be constituted of:

- The User ID, which shall correspond to the User’s professional e-mail address (as indicated in the List of Designated Users under paragraph 3 above);
- The password, which shall be created and validated in accordance with article 3.5 of the Terms of Services (hereto appended as Annex 1);
- The token code for the log-in to the Website.

Each token code will be sent by sms to the professional mobile number of the Designated User or, as an alternative if the latter does not work, via the email provided hereunder. To such extent, each Designated User has provided her/his contact numbers below:

	Title (Mr, Ms)	Name, First name	Mobile phone number	Email
1				
2				
3				
4				

5. First access to the Website by Users

Before her/his first access to the Website, each User shall have confirmed to have read, understood and accepted the Terms of Services and Privacy Notice (as both provided as Annexes (respectively Annex 1, and 2) to this Application Form).

The Terms of Services will appear on the User' screen after the creation of the User Account in accordance with article 3.5 of the Terms of Services. The User will be required to scroll down the entire document before being able to click on the "I agree"-type button placed on the botton-left side of the User' screen.

The Privacy Notice will be shown on the same User' screen thereafter. Also in this case, the User will be required to go through the entire document before being able to click on the "I consent"-type button placed on the botton-left side.

Notwithstanding the above, the Partner shall ensure each User be provided with a paper version of the Privacy Notice and ensure that the User will execute it upon its first use of the Website and provide the original of the signed Privacy Notice to Swiss Life, on simple demand.

The Partner hereby acknowledges that no User's access will be possible before the acceptance process of the Terms of Services and Privacy Notice being positively concluded.

In addition, to inform the User of the possible use of cookies within the Website, a document providing further details in this respect - and notably details on the use of cookies and how personal data is collected and processed (types of cookies, location of data, duration for which personal data is kept, means to oppose the use of cookies, etc.) - (the "Cookies Policy") is provided as Annex 3 to this Application Form.

The Cookies Policy will appear on a persistent banner upon the User's first access to the Website.

In this respect, the User will be asked to confirm or disable the use of cookies in the Website. Before her/his first access to the Website, each User shall have confirmed to have read, understood and accepted or refused the Cookies Policy *by clicking on an "I agree"-type button placed on the botton side of the banner.*

In addition to the above cookies, the Company will also use Google Analytics to help collect and compile information like: the number of visitors to the Website, where visitors accessing the Website come from and the pages they visited.

The Cookies Policy will also contain a link to the Privacy Notice used by Google and information on how to opt out of the Google Analytics cookie.

6. General Provisions

In addition to the other provisions governing the contractual relationship between the Partner and the Company pursuant to the applicable Partner Agreement (of which this Application Form, as an Addendum thereto, is an integral and substantive part), the Terms of Services, the Privacy Notice and the Cookies Policy, as per Annexes 1, 2 and 3 hereto, shall apply.

The Partner confirms that it has received the Terms of Service, the Privacy Notice and the Cookies Policy

at the same time and as annexes to this Application Form, it acknowledges them, and, in addition to the provisions of article 5 above, has duly informed each User of their receipt and content. The Partner shall, and shall procure that any of its Users shall, strictly comply with the Terms of Services, as well as, to the extent they contain rules of conduct for the Users, the Privacy Notice and the Cookies Policy and duly fulfill each and all obligations thereunder.

Any access and/or use by Users of the Website and Swiss Life Applications is considered to be made under the full responsibility and supervision of the Partner. The Partner and Users shall be jointly and severally liable for each and any act or omission of any of its Users under or in connection with the access to and/or usage of the Website and Swiss Life Applications (including, without limitation, for any breach of the Terms of Services hereof).

The Partner agrees, at the Partner's own expense, to indemnify, defend, and hold harmless the Company and its officers, directors, employees, successors, assigns, agents and/or representatives, from and against any claim, suit, action or other proceeding brought against the Company or its officers, directors, employees, successors, assigns, agents and/or representatives by a third party or a client arising from or relating to the acts or omissions of Partner (and/or any of its Users) with respect to the Website and/or Swiss Life Applications or any links on its website, including, without limitation: (i) the Website and/or Swiss Life Applications' use of a third party using the User's computer or login credentials; (ii) a claim that any use of the Website and/or Swiss Life Applications by a User or a third party using the User's computer or login credentials infringes any contractual or other proprietary right of any third party, is libelous or defamatory, or otherwise results in injury or damage to any third party; (iii) any unauthorized use of the Website and/or Swiss Life Applications by a User or a third party using Swiss Life Applications' computer or login credentials; or (iv) any misrepresentation or breach of representation, or covenant made by the Partner or its Users herein. The Partner agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs arising from or relating to any such claim, suit, action or proceeding.

The Partner shall keep and make available to Swiss Life on its simple request an original exemplar of the Application Form (with the Terms of Services, Privacy Policy and Cookies Policy attached) duly signed in handwritten form. Likewise the Partner shall provide the User with a paper version of the Privacy Notice and ensure that the User will execute it upon its first use of the Website and provide the original of the signed Privacy Notice to Swiss Life. This obligation is a strict obligation (*obligation de résultat*) to provide Swiss Life with such evidence of the User's consent enabling Swiss Life to comply in this respect with the accountability requirement of Article 24(1) of the GDPR. This clause is without prejudice to Swiss Life's obligations as the only accountable party and data controller under GDPR.

This Application Form is governed by the law of the Grand-Duchy of Luxembourg. The Partner acknowledges that the provisions governing jurisdiction in the Partner Agreement also apply to this Application Form.

The Partner's proposal to contract under this Application Form (including the list of Designated Users) will not be deemed officially accepted by the Company until the Partner has received written acceptance to this effect. Upon its conclusion, this Application Form will constitute an addendum to the Partner Agreement.

Place, date

Signature(s)

The Partner

Swiss Life (Luxembourg) S.A.
(For acknowledgement and acceptance thereof)

ANNEX 1
TERMS OF SERVICE

These Terms of Service (“TOS”) shall be binding upon any person accessing the Website 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, or by allowing your Users to access the Website, you are 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 User is accessing the Website, mobile apps or using any of Swiss Life Applications and/or Services on behalf of an entity, the User hereby agrees and accepts that she/he is authorized 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 and/or the Partner Agreement, any capitalized term used within this TOS shall have the meaning set out below:

1.1 “Confidential Information” shall mean any trade secret or other information which is deemed confidential or commercially sensitive and which is not in the public domain (other than through the wrongful disclosure by the other Party) and which belongs to any associates or representatives of either Party (whether stored or recorded in documentary or electronic form) and which (without limitation) relates to the proprietary information relating to the development, utility, operation, general or specific data, functionality, performance, cost, knowhow, details of present and proposed businesses, formulas, ideas, strategies, techniques, policy, data related to employees, present or proposed vendors/customers, clients of either party and, in the case of Swiss Life, for the avoidance of doubt, not only end customers but any other related contracting party such as policy holders, beneficiaries, brokers, asset managers, bank counterparties and business partners generally, information regarding research and development, unpublished financial statements, budgets and other financial details, computer programming techniques, methodologies and related technical information, business or marketing plans, forecasts, licenses, prices or lists, quotes, bids, controls, operating procedures, organisation responsibilities, marketing matters and any policies or procedures, software programs and files, operating manuals, user manuals documentation, source code and any and all information pertaining to Swiss Life’s applications and softwares, of any of its associates, subsidiaries or representatives.

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 “Party” shall refer to either the Partner or Swiss Life as the context may suggest and the Partner and Swiss Life may collectively be referred to as “Parties”.

1.4 “Privacy Notice” shall refer to the policy 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. The

Privacy Notice forms an integral and substantive part of the Terms of Service, both constituting an annex (I and II) to the Application Form.

1.5 “Services” shall mean all kinds of services provided by Swiss Life with regard to the usage of the Website and the Swiss Life Applications. Services available through the Website will include access to marketing material and product documentation, including (pre)contractual forms and periodic reportings on, *inter alia*, insurance contract’s value, accrued fees and brokerage commissions.

1.6 “Swiss Life Applications” shall mean any such software, program or other application tool developed or proposed to be developed by Swiss Life for the User within the Website.

1.7 “Website” shall refer to the portal of Swiss Life Global Solutions as per the following link: www.e-swisslife.com. The Website will be shared between the Company’s sales / operations team and insurance intermediaries for a better access to information, to facilitate advisory activities and to support / assist prospects in the pre-contractual phase as well as existing clients throughout the contract’s term.

1.8 “User Account” shall mean the account created by the User for accessing the Website and using Swiss Life Applications and Services.

1.9 “User Content” shall mean any and all such information, material or content posted, uploaded, published, distributed, transmitted or posted anywhere on the Website by the User.

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. However, the Website, 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, 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, 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 Website, Swiss Life Applications and Services may be accessible only by users who have been first designated by the Partner, by duly submitting the Application Form to Swiss Life and then authorized by the latter in writing upon formal acceptance of the Application Form (the “User(s)”). Users wishing to access the Website and use Swiss Life Applications and Services are requested to create a User Account on the Website.

2.5 The User hereby agrees and accept sthat she/he is accessing the Website 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.

3. REGISTRATION

3.1 Upon each User first access and use of the Website, Swiss Life Applications and the Services requires the User to register her/himself on the Website.

3.2 The User is requested to provide only accurate, complete, true and up to date information while registering her/himself on the Website.

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 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, each User shall identify her/himself with all the required identification elements, i.e. by entering the following login credentials:

- The User ID, which shall correspond to the User's professional e-mail;
- The password, which shall be created through the registration link that the Company will provide to the User's professional e-mail; and
- The verification code, as received by each User via the User's registered mobile phone number provided to Swiss Life.

3.6 The User is allowed to access and use the Website, Swiss Life Applications and the Services only by using her/his professional e-mail. Any access through her/his personal e-mail will be technically inhibited by the Website. Any repeated attempt (i.e. more than three times in a row) to access the Website from the User's personal e-mail could result in a forthwith deactivation of her/his Account User and the simultaneous resetting of her/his login credentials. The Company strongly recommends that Users change their passwords periodically.

3.7 The Company considers anyone who provides proof of identification in accordance with paragraph 3.5 above as authorized to use or activate the Website, Swiss Life Applications and the Services hosted on the Website. The Company may therefore, within the framework and scope of the Services provided through the Website and Swiss Life Applications, allow this person to use the Website, Swiss Life Applications and the Services and to perform, on behalf of the Partner, any transaction contemplated thereunder in accordance with the terms agreed under the Partner Agreement, without further inquiry as to his/her authorization. Nevertheless, 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 authorization by any means.

4. RESTRICTIONS ON USE

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

4.1.1 The User shall not use the Website, the Services or any of Swiss Life' Applications in any manner not compliant with the provisions contained herein or contrary to any applicable law.

4.1.2 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, the Services or of any Swiss Life Applications.

4.1.3 The User shall not use the Website as a mean of marketing or promoting any product or service unless within the scope of the Partner Agreement signed with the Partner or otherwise with the prior written consent from Swiss Life.

4.1.4 The User shall not either contact or attempt to contact any other User on the Website unless within the scope of the Partner Agreement or otherwise with the prior written consent from Swiss Life.

4.1.5 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.

4.1.6 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 Any information, material or content posted, uploaded, published, distributed, transmitted or made public anywhere on the Website by any User (“User Content”) shall be in the Partner’s responsibility and of the concerned User.

5.2 The User hereby agrees to refrain from posting on the Website any content :

5.2.1 That is Unlawful, inciting, hurtful, libellous, discriminatory, harmful, harassing, threatening, fraudulent, misleading, obscene, vulgar, inappropriate or pornographic.

5.2.2 That contains any viruses, trojans, logic bombs, keystroke loggers, malware or any other disruptive, malicious or destructive code, program or file.

5.2.3 That is owned by a third party over which the User has not obtained the necessary rights, title and consents.

5.2.4 That is infringing upon or violating the intellectual or proprietary rights of any third party.

5.2.5 That results in the unauthorised disclosure or makes public any personal, confidential or otherwise sensitive information of any third party.

5.2.6 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.

5.3 The User may post, publish or transmit User Content only in such places specifically designated for on the Website.

5.4 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.

5.5 The Website 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.

5.6 The Website 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.

5.7 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.

5.8 The User shall refrain from posting or publishing anywhere on the Website 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 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 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's.

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. 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 acknowledge 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.

7.6 Any interactions between the User and any third party found through the Website shall be solely between the User and such third party and the User hereby acknowledges and accepts that Swiss Life shall not be a party to any such transactions neither shall Swiss Life be liable towards the User for any loss or damages incurred by the latter while transacting with such third party.

8. INTELLECTUAL PROPERTY

8.1 The Website 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, 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 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 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 Both the Partner, its Users 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 1 January 2016 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. Breach of the professional secrecy is criminally sanctioned under article 458 of the Luxembourg Criminal code.

10. PROTECTION OF PERSONAL INFORMATION

10.1 If a Data Subject makes a written request to the User requesting information concerning the processing of, or copies of, its personal information, the User shall promptly notify Swiss Life of that request (including a copy of the request) so that Swiss Life, as the data controller, can duly and timely take the appropriate measures vis-à-vis the Data Subject concerned and/or the competent supervisory authority. The User shall not respond to that request except in accordance with Swiss Life's prior written instructions and shall at all times adhere to Swiss Life' instructions, provided always that in doing so Swiss Life does not cause the Partner to be non-compliant with the applicable laws, regulations and/or an order of any competent supervisory authorities.

10.2 The User shall give Swiss Life written notice as soon as she/he becomes aware of any legally binding request for disclosure for data relating to a Data Subject by any competent supervisory authority.

10.3 For more information about how Swiss Life collects and processes information that is identifiable about Users or any other Data Subject, please refer to our [Privacy Notice \(Annex II\)](#).

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 and related Privacy Notice.

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 libelous 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 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, 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 both the Partner and 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 Partner 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 for the User's review and continued use of the Website, the Services or of any Swiss Life Applications shall mean her/hus 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 Entirety

These TOS along with the Privacy Notice (cf. Annex II) and Cookies Policy (cf. Annex III) shall set out the entire understanding and agreement between the Parties and shall supersede any and all prior understandings and agreements.

14.5 Applicable Law and Jurisdiction

14.5.1 These TOS shall be governed by and in accordance with the laws of the Grand-Duchy of Luxembourg.

14.5.2 Any action or claim arising with regard to this TOS shall be brought to the courts of Luxembourg City.

14.6 Contact Information

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

Swiss Life (Luxembourg) S.A. | Att.: Partner Management
Vertigo Naos Building | 6 rue Eugène Ruppert | L-2453 Luxembourg

Place, date	
Signature(s) of the Partner (also on behalf of the Users)	

ANNEX 2 Privacy Notice

Introduction

This Privacy Notice is designed to inform each respective User (hereinafter also referred as “**You or Your**” as the case may be) about the personal data which Swiss Life (Luxembourg) S.A., with registered office at 2-6 rue Eugene Ruppert and registered with the Luxembourg Trade and Companies Register under number B 22.663, in the person of its legal representatives (acting as data controller and hereinafter referred as “**We, Our and Us**”) collects via the portal of Swiss Life Global Solutions, as per the following web domain: [\[e-swisslife.com\]](http://e-swisslife.com) (referred to hereinafter as the “**Website**”).

This Privacy Notice informs You about the purposes of Our collection of Your and other Data Subjects’ personal data, on which basis, and how We will handle personal data you provide Us with and personal data that We learn about you or other Data Subject from your visit to the Website. This Privacy Notice forms an integral and substantive part of the Terms of Service (“**TOS**”) and constitutes an Annex thereto. As a consequence, the Partner agrees and consents to be bound by this Privacy Notice and undertakes to provide with an evidence of such consent by each User in handwritten form, on simple demand of Us or of the Luxembourg competent authority the *Commission Nationale de Protection des Données* (“**CNPD**”). By accepting this Privacy Notice (in strict accordance with the procedure outlined on the Website), You also adhere, agree to be bound by this Privacy Notice and provide your free, informed and specific consent to allow Us processing Your personal data for the purposes hereunder and in accordance with GDPR (as defined below) and relevant implementing rules (if any) in Luxembourg. If You do not agree with Our Privacy Notice, please do not use the Website.

Definitions

Unless otherwise herein defined, any capitalized term used within this Privacy Notice shall have the meaning set out within the ToS.

Data Subject: within the meaning of GDPR, a data subject is an identified or identifiable natural person whose personal data is being processed. In the frame of this Privacy Notice, any identified or identifiable natural person whose Personal Data are processed through the Website or the Swiss Life Application is deemed as data subject; for the purpose of this definition, data subject includes also our employees, insurance intermediaries (and its representatives as the case may be), prospects and clients.

“User(s)” shall mean the person(s) designated by a duly authorised insurance mediator, and so authorised by virtue of a prior agreement with Swiss, Life to access and use the Website and Swiss Life Applications as well as any additional Services to be hosted on the Website.

Legal basis of processing

We will process Your personal data, those of our also our employees, insurance intermediaries (and its representatives as the case may be), prospects and clients (referred to hereinafter as “**Personal Data**”) on the basis of:

- Your specific consent pursuant to Article 6 (a) of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) entered into force as of 25 May 2018 (the “**GDPR**”);
- An insurance contract to which a client is a party or in order to take steps to entering into such contract with a prospect;
- A legal obligation to which We are subject to, in the case of Personal Data necessary for KYC and AML checks as described in the section “Use of Personal Data / e) Compliance” below;
 - Our legitimate interests to pursue marketing purposes in compliance with the applicable laws.

For each of the categories of data processing that we will carry out, you will find at the end of this Privacy Notice a formal summary of each type of personal data processing, the data controller, the purpose of such processing, and a statement of your consent.

Whenever the processing of your personal data is based on Your consent, You have the right to withdraw such consent at any time, without affecting the lawfulness of such processing before the withdrawal of consent.

Personal data collected

We collect Personal Data in the following ways:

- Through registration and sending of information that you are requested to enter while registering yourself on the Website and creating a User Account. The information marked with the “*” symbol must be provided, in order to enable Us to fulfill the processing purposes, as mentioned below. Such Personal Data directly collected from You include Your first and last name, birth date or age, nationality, professional address, professional email address, professional mobile, activity, position, title, message, or other personal identified or identifiable information or contact information you provide Us with.
- Through the Website’s cookies. Cookies are bits of data that are sent from the Website to your browser and helps the Website in collecting certain non-identifiable information. The information collected by the cookies will include:
 - a) Your system’s Internet Protocol (IP) address;
 - b) The browser type and browser version;
 - c) Details regarding your browsing and browsing patterns within the Website;
 - d) Amount of time spent on the Website;
 - e) Information related to certain ads that you may find relevant or have previously visited;
 - f) Additionally we may also receive certain User information from our partners, service providers, associates, representatives and other affiliates.

Cookies may be disabled by You at any time should you choose to by visiting your browser settings. However, disabling cookies may affect the features and certain functionality of the Website. Any reduced performance or functionality that is a result of you disabling the cookies shall not be Swiss Life’s responsibility.

For further information, please refer to the Cookies Policy in the text from time to time made available on the Website. The current version of the Cookies Policy is appended hereto as Annex 3.

- Through Google Analytics.

The Website uses Google Analytics, which is a web data analysis tool of Google Inc. (Google). Google Analytics uses “cookies”, which are text files placed on your computer, to help the website analyze how Users use the Website.

Please refer to the Cookies Policy for further details to the Privacy Notice used by Google and information on how to opt out of the Google Analytics cookies.

- Through identification and registration of existing clients and prospects prior to taking any step before entering into an insurance contract with Swiss Life via the Website and for the ongoing execution thereof. Such Personal Data include their first and last name, professional email address, professional mobile, or other personal identified or identifiable information or contact information you provide Us with.

Use of Personal Data

Your Personal Data and the Personal Data of existing clients and/or prospects that You provide to Us will exclusively be used the minimum extent necessary and for the purpose of allowing You or Us as the case may be to:

a) Account Creation

Create a profile on the Website. The information may also be used to verify Users. Certain of the information collected may also be displayed on the User's profile on the Website. However, Users may choose what information should be publicly displayed.

b) Providing Services

Manage Your use of the Website and provide You with our Services as well as fulfilling all Our contractual obligations towards You under the ToS and/or hereunder.

c) Communication

Respond to Your direct requests.

d) Improvements

Improve Our Services and the functioning of the Website and Swiss Life Applications as well as to develop further applications as per your requirements and needs.

e) Compliance

Duly comply with a legal, regulatory or a contractual obligation towards You or the legal entity that You are representing or acting on behalf of.

- For AML and KYC checks, We may collect and process Personal Data such as identification data of a legal or natural person (including her/his/its first name, last name, email address, telephone number, address, country of residence), personal characteristics (date and place of birth, nationality), profession and job (profession), affiliations, household composition, financial data (salaries and assets, origin of wealth, inheritance, evidence of funds, properties evidence of valid acquisition), national identification number, passport number, suspicions and indictments, investigations or lawsuits, judicial measures, convictions and sentences.
- For other legal obligations (including FACTA and CRS reporting, tax reporting to authorities of some countries, annual certificate communication to the insured person, audits, court related injunctions), We may collect and process Personal Data such as identification data of a legal or natural person (including her/his/its first name and last name, address and country of residence, policy number, tax identification number), electronic identification data, personal characteristics (place and date of birth), financial data (amount collected by the client during the year, portfolio), free content (free text field), geolocation, suspicions and indictments, investigations or lawsuits, judicial measures.

f) Business purposes

Maintain and/or extend a business partner relationship the legal entity that You are representing or acting on behalf of. Assessing and accepting of, entering into and executing of insurance contracts, with prospects or existing clients.

g) Issuance and ongoing performance of an insurance contract

We may further use Personal Data necessary for the performance of an insurance contract to which a client is a party or in order to take steps at Your request prior to entering a contract with a prospect:

We may collect and process Personal Data such as identification data (first name, last name, telephone number, email address, address, country of residence, tax identification number), personal characteristics (sex, birth date, gender, marital status, nationality), height and weight, education and training, profession and job (place of work, employer, occupation), household composition (number of children, partner, family situation), hobbies and interests (sport practiced), life habits (consumption of alcohol, tobacco, pills), financial data (bank account, salary, pay slips, solvency of the company and salary of the final beneficiary, amount to be paid, origin of wealth), national identification number, free content (free text field). Such Personal Data may also refer (in whole or in part) to the following Data Subjects:

- Persons appointed as insured person of an insurance contract;
- Other persons appointed as ultimate beneficiaries of an insurance contract.

The conditions and modalities regarding this data processing – and the relevant rights attributed to the concerned data subjects – are made available also for the benefit of all the above-listed Data Subjects through the reference herein and a reference by the insurance contract to the following website: <https://www.swisslife-global.com/footer/privacy-notice.html>.

In relation to the special category of Personal Data which may be processed by Swiss Life, the User represents that it collected the explicit consent for the relevant Data Subject and hereby undertakes to provide Swiss Life with any document as necessary for Swiss Life to evidence compliance with its obligations under the Applicable Laws.

Combination of Personal Data

We may combine the Personal Data you submit with other data We have obtained about You for the same purposes from other sources, including if You have provided your information to Us in other places or through another medium.

Restriction to processing

We may not use your Personal Data for new purposes which are as yet unforeseen in this Privacy Notice except on the basis of an applicable statutory permission or your valid consent. In any event, prior to using Personal Data for other purposes, We will inform You about such change to this Privacy Notice and in case of consent-based activities, We will offer You the chance to decline participation in these changes.

Special category of Personal Data

We will not collect or process any special category of Personal Data relating to you unless You have explicitly provided Us with such data, and always in compliance with Article 9 of the GDPR. The special categories of Personal Data concern information relating to race or ethnical origin, political opinions, religious or philosophical beliefs or other beliefs of a similar nature, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, health, sex life or sexual orientation (“**Special Data**”).

Should we process such Special Data, we will inform you about the type of processing for each category of Special Data, of the purpose thereof and of the legal basis thereof in compliance with Article 9 (2) of the GDPR. If we process Your Special Data on the basis of your consent, we may ask you to confirm Your consent in compliance of Article 9(2)(a) of the GDPR.

Direct marketing

We will not use Personal Data for direct marketing purposes without your explicit prior consent.

If at any time you decide not to receive any commercial or promotional information from Us, You may, free of charge and without having to provide any justification, opt-out of any direct marketing campaigns and oppose to the future processing of your Personal Data for such purposes by sending an email to the attention of our Data Protection Officer at dpo.sli@swisslife.com and mention “opt-out” in the subject of your email. Alternatively, you may use the opt-out procedure provided in any promotional message you receive from Us.

Please note that opting out from receiving promotional messages from Us will not exclude You from receiving information that relates to any agreement that the legal entity that You are representing or acting on behalf of may have entered into with Us. Similarly, it will not affect your rights nor our obligations towards You or the Partner, including but not limited to the Services.

Automated decision-making

We will not make use of automated decision-making processes, including profiling, unless You have explicitly and validly authorized us to do so. In such case we would inform you about the logic involved in the decision, as well as the significance and the envisaged consequences of such processing for You.

Disclosure of Information and transferring Personal Data to other countries

Identity of potential transferees:

We may, for any of the purposes set down in this Privacy Notice, disclose certain of Your Personal Data to Our employees, directors, [duly authorized service providers], representatives, affiliated companies (“**Group Disclosure**”).

All such Group Disclosures shall be made only on the basis of our justified interest (of good internal and commercial administration) and subject to a prior agreement on confidentiality with the recipient.

We may also, for any of the purposes set down in this Privacy Notice, disclose certain of Your Personal Data to the following external services providers:

- our external IT services provider, which is a qualified professional of the financial sector in Luxembourg, for the purpose of storing data;
- our other business partners such as our banks and the other Partners hereunder.

Location of potential transferees:

Please note that:

- We may transfer your Personal Data to processors or third parties located **within the European Economic Area** without restrictions, which You will be asked to consent to and accept at the end of this Privacy Notice;
- We may transfer your Personal Data to processors or third parties located **outside the European Economic Area** in countries which **are considered** by the European Commission to guarantee an adequate level of personal data protection without restrictions and on the basis of Article 45(1) GDPR. You will be asked to consent to and accept such transfers at the end of this Privacy Notice;
- We may transfer your Personal Data to processors or third parties located **outside the European Economic Area** in countries which **are not considered** by the European Commission to guarantee an adequate level of personal data protection, without requiring any specific authorization from any supervisory authority (including the CNPD) on the basis of Articles 46(1) and (2) of the GDPR. In such case, we shall ensure that appropriate measures are implemented according to the applicable national and European legislation relating to data protection, including making available to you enforceable data subject rights and effective legal remedies.

You may obtain explanation about, and a copy of the appropriate safeguards taken, rights and remedies by sending an email to our Data Protection Officer at dpo.sli@swisslife.com. Please note that You will be asked to consent to and accept such transfers at the end of this Privacy Notice.

Further details regarding the transfer of Personal Data through Google Analytics and information on how to opt out of the Google Analytics cookies can be found in the Cookies Policy (as per Appendix 3).

Legal basis for disclosure and transfer:

We will not make Your Personal Data available to any third party and shall not publicly disclose the Personal Data unless such transfers are legally based on your specific consent and for the purpose of for the performance of the Contract, or when such transfer of Personal Data is made compulsory by law or by order of an administration or judicial authority.

Links to third parties websites

On certain areas of this Website, We may provide links to third parties websites. These links are provided as a convenience to You; however please be aware that We do not control the third parties or their websites and that those third parties will have a different privacy notice applying to information collected from you when you are on those third parties' websites. You should read the privacy notices of all websites carefully before providing personally identifiable information.

Storage duration

We will retain your Personal Data only as long as necessary for the fulfilment of the purposes described above or as required by law.

Security and confidentiality

We have implemented technical and organisational measures in accordance with standard industry practices to ensure an appropriate level of security of the Personal Data processed. Nevertheless, security requires efforts from all actors involved. We thus encourage you to contribute to these efforts by taking appropriate security measures yourself, including using strong passwords and keeping all user names and passwords confidential.

Children on the Website

This Website is not intended for or directed to children under 16. We do not knowingly collect any information from such individuals. Parents, if you believe your child has provided Us with Personal Data, please contact our Data Protection Officer at dpo.sli@swisslife.com.

Your rights

At any time, You may exercise your right to request access to or rectification of and, as the case may be, erasure of any Personal Data relating to you, or to object to processing, or restriction of processing, as well as your right to data portability, in compliance with applicable data protection law, by sending a signed request form with a copy of Your ID card, passport or other proof of identity to the attention of our Data Protection Officer (dpo.sli@swisslife.com) or in writing to the correspondence address of Swiss Life (Luxembourg) S.A.:

6, rue Eugene Ruppert
L-2453 Luxembourg
Grand-Duchy of Luxembourg

As a data subject, you have a right to lodge a complaint with a supervisory authority if you consider that the processing of Personal Data relating to you infringes the applicable legislation relating to data protection. Details of the competent data protection authority are set out below:

Commission Nationale pour la Protection des Données (CNPD)
1 Avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette
Grand Duchy of Luxembourg

Data protection officer

We have designated a data protection officer whose contact details are the following (the "Data Protection Officer" or the "DPO"):

DPO of Swiss Life (Luxembourg) S.A.
e-mail: dpo.sli@swisslife.com | Tel: (+352) 4939591

You may contact Our Data Protection Officer with regard to all issues related to processing of your Personal Data and to the exercise of your rights under the applicable European legislation relating to data protection and relevant implementing rules applicable in the Grand-Duchy of Luxembourg.

Governing law and Jurisdiction

This Privacy Notice has been developed and construed in the frame of, and in accordance with, the provisions of the GDPR. As such, this Privacy Notice shall be governed by, and interpreted in accordance with the 2002 Law and GDPR as well as by the provisions relating to data protection under the applicable laws of the Grand-Duchy of Luxembourg. Any dispute arising with regard to this Privacy Notice shall be deferred to the competent courts of the City of Luxembourg.

Effective date and changes

This Privacy Notice was created on and has been in effect since 14 November 2019.

We reserve the right, at Our complete discretion, to change, modify, add, or remove portions of this Privacy Notice at any time and submit these revisions or amendments to your express and specific consent by making available to you the revised Privacy Notice on the Website. Failure or refusal by you to agree to these changes will entitle us to immediately interrupt all your access to the Website and any related application to the extent where Your Personal Data is needed for such access and/or application. Notwithstanding the foregoing, We will not retroactively make changes to Our use of your Personal Data without your consent.

Form of Your consent:

You will be asked to provide your consent to the processing of your personal data twice:

1. Before using Swiss Life website, by clicking on ["I consent"], and this action will provide Swiss Life with an electronic version of your consent on this Privacy Notice; and
2. Concomitantly by hand-signing a paper version of the exact same Privacy Notice which will be provided to You by the Partner but for the benefit of Swiss Life.

You are hereby informed that these two forms of consent will be used by Swiss Life to evidence Your consent and to account of Swiss Life's performance of its obligations under applicable laws and regulation.

Consent Statement by You, the User:

This is an express statement of consent (for the purposes of Article 6(a) and Recital 42 of the GDPR). By clicking ["I consent"] and by signing this Privacy Notice, I hereby consent as User and data subject to:

1. the collection of my personal data (consisting of first and last name, birth date or age, nationality, professional address, professional email address, professional mobile number, activity, position, title, message or other personal identified or identifiable information that I provide) by Swiss Life.

Such collection is for the purposes of account creation, provision of services, communication, improvement of services, compliance and generic business purposes.

The data controller in this context is Swiss Life and the legal basis is my consent.

2. the collection of non-identifiable technical data through cookies and Google Analytics.

This collection is for the purpose of improving the services rendered.

The data controller in this context is Swiss Life and the legal basis is my consent.

3. the storage, combination, disclosure and transfer (including to third parties and to third countries) of my personal data and non-identifiable technical data.

Such storage, combination, disclosure and transfer are for the purpose of complying with legal requirements, to provide me access to my account, to the services, and to allow the provision of services by persons or entities within Swiss Life group or their external services providers.


The data controller in this context is Swiss Life and the legal basis is my consent

Place, date _____

Signature(s) of the User

This notice was last updated on 14 November 2019.

Place, date



Signature(s) of the Partner



ANNEX 3 Cookies Policy

1. Cookies

To make this site work properly, we sometimes place small data files called Cookies on your device. Most big websites do this too.

2. What are cookies?

Cookies are small text files that may be placed on your browser when visiting our website. Cookies allow your browser to remember some specific information which the web server can later retrieve and use. When you quit your browser, some cookies are stored in your computer's memory, while some expire or disappear.

3. How do we use cookies?

Cookies enable us to identify users of our website. We use third-party cookies from Google Analytics to help us to improve the performance of our website to provide you with a better user experience. Google Analytics provides anonymous statistical information to us. They gather information regarding the users on our behalf using cookies and code which are embedded on our website. They process IP addresses and information from other cookies used on our website so that we know, for instance, how many page views and file downloads we have, what browsers, operating systems and devices our users are using, from which cities the website is being accessed so that the format and content of the website can be better adapted to the needs of our users. The following cookies are in use:

- `_ga`

This cookie is associated with Google Universal Analytics. This cookie is used to distinguish unique users by assigning a randomly generated number as a client identifier. It is included in each page request in a website and is used to calculate visitor, session and campaign data for the sites analytics reports. It is set to expire after 2 years.

- `_gat`

This cookie is associated with Google Universal Analytics; it is used to throttle the request rate, limiting the collection of data on high traffic sites. It expires after 10 minutes.

Visit Google's site for an *overview of privacy at Google* and information on *how to opt out of the Google Analytics cookie*. Where this site allows such cookies to be set or you access other websites from this site using the links provided, the operators of these websites will use cookies in accordance with their own cookies policy, which may differ from ours.

We do not use cookies to store any personal information that could be read or understood by others parties, other than by Google for the purpose of Google Analytics above. For more information on how we collect and use information that is identifiable to you, please refer to our [Privacy Policy](#).

The use of cookies associated with Google Universal Analytics may entail the transfer and processing of certain of Your Personal Data (i.e. your IP Address, although in an anonymized format) in the United States of America. For details, please refer to the relevant section of our [Privacy Policy](#).

4. How to control cookies?

You can **control and/or delete** cookies as you wish – for details, see aboutcookies.org. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work.

Please note that your express consent to this Cookies Policy is collected by us in our Privacy Policy, to which this Cookies Policy is attached. Please also note that in accordance with the provisions of the General Data

Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), you may withdraw your consent to the use of cookies by following the details given in our Privacy Policy.