

TERMS OF SERVICE

These Terms of Service (“TOS”) shall be binding upon any person accessing the Swiss Life web or mobile applications, namely, Swiss Life, or on any person availing any of the Services or using any of Swiss Life Applications. By using the Website, any application present on the Website (the “Swiss Life Application”) or by availing any of the Services (hereinafter defined) of Swiss Life you are consenting to be bound by these TOS. These TOS shall govern any person accessing the Website or availing any of the Services offered by Swiss Life. In the event that you are accessing the Website, mobile apps or using any of the Services offered on behalf of an entity, you hereby agree and accept that you are authorised to act on behalf of such entity and that your actions shall be binding upon such entity.

Should you choose to not be bound by these TOS you are hereby requested to refrain from using the Web or mobile Application, the Services or any of the Applications present on the Website.

Any and all persons accessing the Webapp, using any Swiss Life Application or availing the Services shall hereinafter be referred to as “You”, “Your”, or User and all of Swiss Life’ employees, directors, affiliates, service providers, agents, associates, representatives and officers shall be referred to as “Us”, “We”, “Our”, “Swiss Life” or the “Website”.

Your acceptance of these TOS shall be deemed to include your acceptance of Swiss Life accessing and dissemination certain of your information in compliance with the Privacy Policy.

1. DEFINITIONS

1.1 “**Application Content**” shall mean all such content to be displayed in the Application/Software.

1.2 “**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, know-how, details of present and proposed businesses, formulas, ideas, strategies, techniques, policy, data related to employees, present or proposed vendors/customers, information regarding research and development, unpublished financial statements, budgets and other financial details, computer programming techniques, methodologies and related technical information, business or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 either Party's application or software of any of its associates, subsidiaries or representatives.

1.3 **"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, know-how, 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.

1.4 **"Party"** shall refer to either the User or to Swiss Life as the context may suggest and the User and Swiss Life may collectively be referred to as **"Parties"**.

1.5 **"Swiss Life Application"** shall mean such software, program or other Application developed or proposed to be developed by Swiss Life for the User.

1.6 **"Services"** shall mean all kinds of services provided by Swiss Life with regard to the development of the Swiss Life Applications.

1.7 **"User Account"** shall mean the account created by the User for accessing the Website and certain Swiss Life Applications and Services.

1.8 **"User Content"** shall mean any and all such information, material or content posted, uploaded, published, distributed, transmitted or made public anywhere on the Website by the User.

2. GENERAL TERMS OF USE

2.1 The Website allows you to access the Website and use the Swiss Life Applications and Services hosted on the Website. However, the Website and all of its features and services are intended for use only in compliance with all applicable laws and in accordance with these TOS.

2.2 The Website and the Services are offered for your own, non-commercial use and you may not provide any of the Services offered by Swiss Life to any third party or use the same for personal gain unless on receiving express written consent from Swiss Life.

2.3 All of the information, material and other content present on the Website or in any of Swiss Life' Applications or Services, including but not limited to any intellectual property or any software, shall be that belonging solely to Swiss Life or that which we have duly obtained. You are 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 Certain Services and features may be accessible only by Users who have registered themselves on the Website. Users wishing to access such Services and features are requested to create a User account on the Website.

2.5 You hereby agree and accept that you are accessing the Website or the Swiss Life Applications and availing various Services and features at your own risk and cost.

2.6 You are 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 you access to the Website or to any features or Services offered through the Website.

3. REGISTRATION

3.1 Certain features and Services require you to register yourself on the Website.

3.2 You are requested to provide only accurate, complete, true and up to date information while registering yourself on the Website.

3.3 You shall be solely liable for any and all acts taken by way of your User Account.

3.4 You hereby grant 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 to monitor any User accounts.

4. RESTRICTIONS ON USE

4.1 You are hereby specifically restricted from performing or engaging in any of the following:

4.1.1 You shall not use the Website, the Services or any of Swiss Life' Applications contrary to the provisions contained herein or contrary to any applicable law.

4.1.2 You 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 Application.

4.1.3 You shall not use the Website as a mean of marketing or promoting any product or service unless on obtaining written consent from Swiss Life.

4.1.4 You shall not either contact or attempt to contact any other User on the Website.

4.1.5 You 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 You shall not restrict or attempt to restrict any other Users access to the Website, the Services or to any Swiss Life Application.

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 such User's sole responsibility.

5.2 You hereby agree to refrain from posting any User Content that is:

5.2.1 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 Owned by a third party over which you have 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 And such other information, content or material that Swiss Life may, from time to time, restrict you from posting.
- 5.3 You may post, publish, transmit or make public User Content only in such places specifically designated for the same by the Website.
- 5.4 By agreeing to these TOS, you hereby agree 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.
- 5.5 The Website shall not have any obligation of confidentiality over any information, content or material that you may post, publish or distribute in any public area of the Website.
- 5.6 The Website reserves the right to remove any and all content posted, published, uploaded, transmitted or distributed anywhere on the Website for any or no reason at all.
- 5.7 User Content shall be stored on the Website's servers only for the duration of your use of the Website, the Swiss Life Applications and the Services. On the expiry or termination of the transactions between Swiss Life and you, Swiss Life shall 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 You are hereby requested to refrain from posting or publishing anywhere on the Website any ideas or suggestion with regard to the Website, the 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 amount to any professional advice nor is it intended to educate Users.
- 6.2 You are advised to seek the assistance from a professional prior to relying or using any information present on the Website.

6.3 Swiss Life makes no representations or warranties of any kind with regard to the information present on the Website and you may rely on the same at your sole option and risk.

7. LINKS

7.1 The Website may have various links and advertisements present on it. Many of the links and advertisements present on the Website shall be that which directs you to a third party site.

7.2 You are hereby advised to exercise caution while following any links or advertisements present on the Website as the site to which you may be directed may have a terms of use and privacy policy different from that of the Website's.

7.3 Any ideas, opinions or suggestions or other content present on any site to which you may be directed to shall not be construed as that which is supported or endorsed by the Website in any manner.

7.4 You shall not, unless with Swiss Life' 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 solely responsible for the contents of such links and advertisements.

7.5 You hereby acknowledge that while following any links or advertisements you shall be leaving the Website and these TOS and related Privacy Policy shall no longer be binding upon you.

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

8. INTELLECTUAL PROPERTY

8.1 The Website along with all of its content, features, functionality as well as the Swiss Life Applications and Services are that which are owned solely by Swiss Life or which has been duly obtained.

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 property of Swiss Life or otherwise duly licensed.

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 on 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 granted to you shall not be construed to have been granted.

8.5 Any and all software available on the Website are either that which are owned by Swiss Life or that which have been duly obtained from a third party. You shall not either download or use any such software unless on receiving 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 in 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 you and Swiss Life hereby agree to treat all information provided by the other as confidential with the same degree of care employed over their own Confidential Information. 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 that is:

9.2.1 Already known to it prior to this TOS

9.2.2 Any information that is freely available to the public.

9.2.3 Any information that is made public due to no fault of the Parties

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 that 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 it 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 this Agreement.

10. INDEMNITY AND LIABILITY

10.1 You hereby agree and accept that you shall indemnify and defend Swiss Life from any and all loss, damages, claims, suits, or actions that may arise due to:

10.1.1 Your violation of these TOS and related Privacy Policy.

10.1.2 Unauthorised use of any information, material and content including but not limited to any Intellectual Property.

10.1.3 Your use of the Website, the Services or any of the Swiss Life Applications.

10.1.4 Any User Content posted, published, uploaded, distributed or otherwise transmitted by you.

10.1.5 Breach of any of your representation and warranties.

10.2 IN NO EVENT SHALL SWISS LIFE, ITS DIRECTORS, MEMBERS, EMPLOYEES, LICENSORS OR AGENTS BE LIABLE FOR ANY LOSS OF PROFITS, INCOME, REVENUES, GOODWILL, BUSINESS ARISING OUT OF OR RELATED TO THESE TOS INCLUDING THOSE IN CONTRACT OR TORT (INCLUDING NEGLIGENCE).

10.3 Neither shall Swiss Life be liable for any damage or destruction caused to your device/system due to your use of the Website, the Services or any of the Swiss Life Applications.

11. REPRESENTATION AND WARRANTIES

11.1 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.

11.2 Swiss Life MAKES NO REPRESENTATION OR WARRANTY THAT WEBSITE, THE SERVICES OR ANY OF THE Swiss Life APPLICATIONS SHALL BE ACCURATE, UP TO DATE, ERROR FREE, UNINTERRUPTED OR OTHERWISE COMPATIBLE WITH YOUR DEVICE/SYSTEM.

11.3 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.

11.4 YOU HEREBY REPRESENT AND WARRANT THAT ALL OF THE INFORMATION PROVIDED BY YOU TO Swiss Life IS TRUE, ACCURATE AND COMPLETE IN ALL MANNERS TO THE BEST OF YOUR KNOWLEDGE AND THAT ANY AND ALL RIGHTS, CONSENTS AND LICENSES WITH REGARD TO SUCH INFORMATION, WHEREVER NECESSARY, HAVE BEEN OBTAINED.

12. TERM AND TERMINATION

12.1 These TOS shall be binding on you for the entirety of your use of the Website or the use of any of Swiss Life Services or Applications. You may at anytime decide to terminate these TOS. Swiss Life reserves the right to terminate the agreement and understanding between the Parties and any User Account in the event of the violation of any of the terms contained herein by you. Swiss Life further reserves the right to terminate this Agreement and any User Account for any or no reason.

12.2 On the termination of these TOS or on the termination of your User Account, you shall henceforth have no right in the Website, the Swiss Life Applications or in any of the Services offered.

12.3 On the termination of these TOS or on the termination of any user account, any and all information or content associated with such user shall be removed from Swiss Life servers.

13. MISCELLANEOUS

13.1 Amendments

13.1.1 Swiss Life reserves the right to amend, revise, change or remove the whole or any portion of these TOS.

13.1.2 Swiss Life shall be under no obligation to provide any notice to the User prior to amending, revising, changing or removing any of these TOS.

13.1.3 The revised TOS shall be made available on the Website for your review and continued use of the Website, the Services or of any Swiss Life Application shall mean your acceptance of the revised TOS.

13.2 Severability

In the event that any of the provisions of these TOS becomes unlawful or otherwise unenforceable, then such provision shall be replaced with a provision that most closely reflects Swiss Life intention while remaining lawful and enforceable.

13.3 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 both the Parties.

13.4 Entirety

These TOS along with the Website's Privacy Policy shall set out the entire understanding and agreement between the Parties and shall supersede any and all prior understandings and agreements.

13.5 Applicable Law and Jurisdiction

13.5.1 These TOS shall be governed by and in accordance with the Swiss laws with the exclusion of the rules of the United Nations Convention on the international sales of goods.

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

13.6 CONTACT INFORMATION

Questions or comments with regard to this TOS may be directed to Swiss Life at "network@swisslife.com" or by calling +41 43 284 3797 or by mailing to:

Swiss Life
General-Guisan-Quai 40
8022 Zurich
Switzerland