

General Terms and Conditions (GTC) for SWICA Online Services

I General

SWICA Healthcare Insurance Ltd. (acting for all group companies of SWICA Healthcare Organisation, in particular SWICA Insurance Ltd., SWICA Management AG, PROVITA Health Insurance Ltd., hereinafter referred to as “SWICA”) offers a range of online services on a variety of digital applications (hereinafter referred to as “Online Services”) to its customer and to persons and/or companies, public-sector institutions, associations and clubs which have a legal relationship with SWICA (hereinafter referred to jointly as “Users”). SWICA may change (i.e. reduce or expand) the range of Online Services at any time, or access to them may be completely closed. These General Terms and Conditions for SWICA Online Services (hereinafter “GTC”) govern the relationship between SWICA and the User when using Online Services.

1.1 Legal information

Some Online Services provided by SWICA require an additional agreement (“Special Conditions”) which must be agreed separately. By using Online Services or registering for them, the User accepts these GTC. If Special Conditions apply, SWICA’s Online Services are activated as soon as the User accepts them electronically.

1.2 Amendment of the GTC

SWICA expressly reserves the right to amend these GTC and any Special Conditions at any time. Any such amendment will be communicated to the User electronically or in another appropriate manner and is deemed to have been approved unless an express objection is raised within one month of notification, but in any case when the Online Services are next used. If the GTC or the Special Conditions are rejected, access to the respective service is no longer possible.

II Accessing the Online Services

2.1 Access rights

Unless expressly defined otherwise, the Online Services are generally available to all authorised Users, as defined in Section I, who meet the following requirements:

- Active contractual or insurance relationship with SWICA
- Own email address

Additional requirements, which are defined in accordance with the Special Conditions for some Online Services, are reserved.

2.2 Registration and legitimisation

To access the Online Services and the services provided therein, the User must register with all personal means of identification required for the Online Service in question (e.g. user name, PIN/password, security code). The type of registration is specified by SWICA, and successful registration is confirmed accordingly. Written registration is required for some Online Services.

Anyone who has registered in accordance with the requirements of the relevant Online Service is deemed to be a User by SWICA and is authorised to use the Online Services in question.

III User’s duty of care

SWICA draws the User’s particular attention to the following duties of care when using Online Services:

- The User must ensure that all access data is kept secret and protected against misuse by unauthorised persons. In particular, PINs/passwords must be changed immediately upon receipt and may not be recorded, shared or stored on the terminal device without protection. PINs/passwords must not be easy to guess or otherwise ascertain.
- Unless expressly defined otherwise, it is not permitted to use the Online Services for third parties. The use of Online Services in the context of the legal right of representation or a legally valid power of attorney remains reserved.
- Online Services may only be used in accordance with the contract and for the intended purposes.
- No industrial property rights, copyrights or other property rights may be infringed.

The User bears all risks arising from the infringement of the above-mentioned duties of care.

IV Instructions and messages

Provided that registration has been carried out in accordance with Section 2.2, SWICA is authorised to execute instructions placed with it via the Online Services and to act on messages received.

V Security notes/blocking and termination of contract

5.1 Security notes

Access to the Online Services is via the internet. Despite state-of-the-art security precautions, it is not possible to guarantee absolute security either on SWICA's side or on the User's side. The User's terminal device is part of the internet and is outside SWICA's control.

SWICA draws the User's particular attention to the following risks when using Online Services:

- Inadequate system knowledge and security precautions on the terminal device can facilitate unauthorised access. SWICA therefore strongly recommends that Users equip their terminal devices with up-to-date protection programs and use a password to protect their use of the internet connection.
- If there is any suspicion that unauthorised third parties have become aware of the access data, it must be changed without delay and, where necessary, SWICA must be asked to blocked access.
- SWICA has no influence on whether or how the internet provider selected by the User analyses data traffic. If there is no activity on the Online Services for a defined period of time, the current session will be terminated automatically for security reasons and the User will have to log in again. There is a latent risk that a third party may gain access to the User's terminal device while Online Services are being used without the User being aware that this is the case.
- When using a network (e.g. the internet, SMS, WLAN), there is a risk that malware etc. could spread to the terminal device when it is connected to the network. Security software which is available on the market can help the User to take appropriate security precautions.
- Despite the use of state-of-the-art security technologies, there can be no guarantee of absolute security in the context of data transmission.
- The data can be transmitted uncontrolled across borders. This also applies even if both the sender and the receiver are located in Switzerland. Although the individual data packets are transmitted in encrypted form, the senders' and recipients' details are unencrypted. It is therefore possible to conclude that a customer relationship exists between the User and SWICA.

SWICA rejects all liability for the consequences of non-compliance with the safety notes.

5.2 Blocking

If security risks are identified, SWICA reserves the right to block access to the Online Services until further notice in the interests of the User and for the protection of SWICA. In the event of suspected misuse of the Online Services (e.g. repeated entry of an incorrect password), SWICA reserves the right to block access to the Online Services temporarily at any time.

5.3 Contract termination

Unless otherwise stipulated in the Special Conditions, Online Services are automatically terminated as soon as the User no longer has a contractual relationship with SWICA. It is the User's responsibility to save all data and documents that he wishes to keep after the end of the contract outside the Online Services. The use of Online Services in the context of the legal right of representation or a legally valid power of attorney remains reserved.

Upon termination of the Online Service, all User data held by SWICA will be deleted to the extent that this is technically and reasonably possible and legally permissible. Data stored in backups is not subsequently removed.

VI Data protection and data usage

6.1 Data protection

SWICA complies with the provisions of the Swiss Data Protection Act. In particular, SWICA does not share personal information about Users with third parties unless authorised to do so and protects the personal data entrusted to it against unauthorised access by taking appropriate technical and organisational measures. SWICA's executive bodies, employees and agents are legally obliged to maintain confidentiality with regard to Users' personal data and business documents.

6.2 Data usage

The data entered in the course of registration (e.g. insured person no., date of birth, postcode) are used for authentication purposes only. Users of Online Services are advised to observe the data protection provisions in the respective Special Conditions and the corresponding purposes for data processing and data usage.

VII Cookies and web analysis services

SWICA analyses usage of the Online Services and produces anonymous evaluations. These help SWICA to continually optimise its Online Services. Cookies (small text files which include an identification number) enable SWICA to improve the User service and identify former visitors.

If the User does not wish to have cookies, the browser can be set so that incoming cookies are rejected or are stored only after permission has been given. In order to enhance navigation convenience for Users, SWICA recommends that they accept cookies and do not delete them. If cookies are blocked, it may not be possible to make full use of all Online Services.

VIII Hyperlinks/third-party content

Online Services may contain hyperlinks to the websites or online services of third parties (hereinafter: "Third-Party Services") which are not maintained by SWICA and which are unconnected with SWICA. SWICA has no control over Third-Party Services and therefore accepts no responsibility and offers no guarantee in respect of such services.

IX Foreign legal systems/import and export restrictions

Under some circumstances the use of Online Services abroad may violate the rules of foreign law. It is the User's responsibility to inform himself accordingly. SWICA rejects all liability in this regard.

The User further acknowledges that there may be import and export restrictions for encryption algorithms which he may infringe if he uses Online Services abroad.

X Intellectual property

All intellectual property rights to the contents of the Online Services remain with the owners of these rights. Any reproduction, publication, modification or distribution of the contents of the Online Services without prior authorisation from SWICA is prohibited.

XI Warranty and liability

SWICA takes all appropriate technical and organisational measures to ensure the proper operation of the Online Services, but cannot guarantee that the Online Services will be available at all times or will be error-free. In particular, maintenance work may cause temporary interruptions to the Online Services. If the User suffers any damage in these cases, SWICA will not be held liable.

To the extent possible under the law, SWICA rejects all liability for direct or indirect damage which the User may suffer in connection with using the Online Services. In particular, this includes damage caused as a result of using information and damage caused by transmission errors, technical problems, interruptions, disruptions or illegal acts by third parties.

SWICA will also not be held liable if the Online Services are interrupted, limited in part or in whole, or rendered inoperative due to force majeure or third party culpability. Force majeure includes but is not restricted to power failure, malware (e.g. viruses), natural phenomena of special intensity (e.g. earthquakes, avalanches, floods and landslides), warlike events, insurrection and unforeseeable official restrictions.

XII Fees

As a matter of principle, access to the Online Services is provided to the User free of charge. SWICA reserves the right to introduce fees for its Online Services or to modify existing fees at any time. In such cases, new GTC will be submitted to Users for acceptance in accordance with section 1.2.

The use of Online Services may entail fees charged by network operators (e.g. fees for transmission, data and roaming), for which the User alone is responsible. This is particularly important when large volumes of data are downloaded in the context of Online Services.

XIII Applicable law and place of jurisdiction

All legal relationships of the User are subject to Swiss law with the exception of any conflict-of-law rules and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is SWICA's head office in Winterthur, unless otherwise provided for in mandatory Swiss law or the General Insurance Conditions (GIC) for insurance contracts.

XIV Final provisions

If any provision of these General Terms and Conditions should be or become ineffective, this shall not affect the effectiveness of the remaining provisions.

All ancillary arrangements and agreements between the User and SWICA must be in writing. The place of performance is SWICA's head office.