

TERMS OF USE SWICA GUIDE

SPECIAL CONDITIONS FOR THE SWICA GUIDE.

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SPECIAL CONDITIONS FOR THE SWICA GUIDE.

I. GENERAL INFORMATION ABOUT SWICA ONLINE SERVICES

SWICA Healthcare Insurance Ltd (acting for all group companies of SWICA Healthcare Organisation, in particular SWICA Insurance Ltd, SWICA Management Ltd, hereinafter "SWICA") offers a range of online services on numerous digital applications (hereinafter "Online Services") to its customers and to persons and/or companies, public-sector institutions, associations and clubs which have a legal relationship with SWICA (hereinafter "Users"). SWICA's therapist directory with online booking function (hereinafter the "SWICA Guide" or "platform") is one such online service.

Use of the SWICA Guide requires prior consent to its special conditions, which can be supplemented, modified or replaced in accordance with Section 1.2 of the General Terms and Conditions (GTC). Information about changes will be provided in the SWICA Guide and will require Users to renew their consent to the Terms and Conditions of the SWICA Guide. Use of the SWICA website is subject to the provisions of the SWICA websites and the Data Protection Declaration on the Use of the SWICA Websites (hereinafter referred to as the Data Protection Declaration), which you can access here.

2. GENERAL INFORMATION ABOUT SWICA THERAPIST PORTAL

SWICA uses the domain name www.swica-guide.ch, and may use other domain names in future, to manage a portal (see Section 1 of the SWICA Guide) and applications such as BENECURA on which qualified specialists and therapists can offer their services to SWICA customers and registered Users, who can book appointments directly via these applications. In providing this portal, SWICA is

creating a central online directory of the therapists and qualified specialists it recognises. The portal also allows Users to book and manage appointments directly. Initially the SWICA Guide will only be available to Users who are insured with SWICA.

3. DEFINITIONS

SWICA Guide: A platform operated by SWICA. References to the SWICA Guide always imply SWICA as the legal entity.

SWICA: The operator of the portal. SWICA Group, consisting of SWICA Healthcare Insurance Ltd, SWICA Insurance Ltd and SWICA Management Ltd. In the present case, SWICA Healthcare Insurance Ltd is meant as the operating legal entity.

Users: All SWICA customers (insured persons) who create a profile on the platform with the intention of using the services of therapists.

Visitors: All those who visit the SWICA website but do not create a profile on the platform.

Therapists: All individuals and companies who have registered on the platform and can use its functionalities to offer their services as qualified specialists and therapists.

Partners: Third parties who offer their services via the portal or whose services are linked to the portal (e.g. linked booking platforms such as Sanasearch).

Third parties: Companies that SWICA has contracted for the operation of the SWICA Guide.

4. DOES SWICA PROVIDE ALL SERVICES?

SWICA merely acts as an information, communication and mediation platform between Users and therapists. SWICA itself does not provide any further services – in particular no therapeutic services. SWICA has no influence on the actions, decisions and quality of the services that are booked. Before posting a therapist's details to the website, SWICA checks whether the therapist and therapy methods are SWICA-recognised based on the professional affiliation requirements of recognised associations. SWICA does not, however, accept any responsibility for the actions by therapists. The therapists create their own content for their profiles, and SWICA does not verify the information they contain.

5. WHICH SERVICES DOES SWICA PROVIDE?

SWICA provides Users with the following services in accordance with its provisions. Users can:

- › create user profiles.
- › create therapist profiles.
- › search the list of SWICA-recognised therapists.
- › book therapist services online (if activated by the therapist).
- › enter billing preferences (including an agreement as to whether the therapist can invoice SWICA directly for services rendered).
- › use the administration for therapists (customer and calendar administration) and connect to preferred software partners (e.g. Healthadvisor, Coachfrog, Softplus).
- › obtain support services relating to the use of the SWICA Guide.
- › invoice automatically therapy sessions between therapists and SWICA via preferred software partners.

Therapy services are booked at no additional cost. However, therapy services provided by therapists are not free of charge. Users can choose the billing method when registering or define them in their profile settings.

The information and services offered on the portal are intended for information purposes only and can never be a substitute for professional advice or treatment by a doctor.

6. HOW CAN USERS ACCESS THE SWICA GUIDE?

In order to use the full range of services available in the SWICA Guide, Users or therapists must register and create a personal profile.

This requires a valid e-mail address and mobile phone number. Users and therapists must also provide information about themselves and their place of residence/business. Users and therapists are the owners of their own profile data and must provide truthful information, particularly in relation to themselves. Following registration, the User must validate his or her email. The SWICA Guide's full features cannot be used until validation has been completed.

Users are responsible for ensuring that their contact details are always up to date.

If there are grounds for suspecting that a User or therapist has made false statements in his or her profile, SWICA reserves the right to block or delete the profile. Moreover, if there are grounds for suspecting that the information was provided with fraudulent intent, SWICA reserves the right to notify the prosecuting authorities.

Section 8 governs how personal data is processed.

7. WILL I RECEIVE A PASSWORD?

SWICA provides Users and therapists with a user account and a personal password which together enable them to access their personal profile and the associated functions. Information about the user account and password must be treated confidentially, stored securely and may not be shared with other persons (see Section 8). Users and therapists can change their password at any time and are responsible for doing so. Any security breaches must be reported to SWICA. If there is reason to believe that unauthorised persons have knowledge of the password, the password must be changed immediately. Users and therapists are responsible for changing their password regularly.

8. DATA PROCESSING

After accepting a booking request, the therapist receives the necessary personal data of the User. The data may be used only for arranging, providing and administering therapy services.

9. DATA PROTECTION

SWICA undertakes to observe the regulations on the protection of personal data and data security (in particular the Swiss Data Protection Act) and to take the necessary measures when processing personal data.

By agreeing to the Terms of Use and these Data Protection Provisions, you agree that SWICA can process the data.

9.1 WHAT DATA IS PROCESSED?

9.1.1 Data processing when using the web-based therapist portal

Various kinds of non-personal peripheral data are processed automatically when you visit SWICA Guide. For information about the settings for the cookies that SWICA and third parties use, please refer to the cookie policy, which you can find [here](#). Every access to SWICA Guide is logged by the SWICA web server and stored anonymously for SWICA. The data collected is described in Section 3.1 of the Data Protection Declaration.

9.1.2 How data is processed when you use the SWICA Guide

A user profile is created for all Users of the SWICA Guide. The insured person or the therapist must create the user profile. The user profile – regardless of who created it – contains, among other things, the email address, personal data (surname, first name, date of birth), contact details (address or telephone/mobile phone number) and booking-related information such as details about the therapist (e.g. portrait picture), his or her therapy methods and any other personal data or particularly sensitive personal data.

Insured persons may also enter additional information in the user-defined text field. However, SWICA explicitly states that no particularly sensitive data such as data relating to the individual's health or personal life should be entered in the free text field. SWICA stores the information you enter in the free text field, and it is shared with the therapist and may under some circumstances also be stored by the contractual partners specified in Section 10.3. Therapist user profiles may also include additional details relating to the services offered and the therapist's qualifications (treatment methods, professional qualifications, personal details, language skills, pictures of the therapist, and his/her availability).

9.2 PURPOSE AND DURATION OF DATA PROCESSING

9.2.1 Purpose of data processing

The peripheral data that is collected and processed as part of any website access is used primarily to establish the connection and enable our content to be used. Furthermore, it is processed for internal, system-related purposes, such as technical administration and system security, as well as for statistical purposes and to improve the functionality of the website and the SWICA Guide. The data collected and processed in this way is completely anonymous and does not allow any conclusions to be drawn about the persons concerned.

The personal data of the user profile is processed for the purpose of operating the SWICA Guide. The SWICA Guide makes it possible to book and/or coordinate appointments for treatment. Accordingly, the data that Users enter enables therapists and Users to arrange and book appointments. Users who are also SWICA customers can also enter personal requirements, such as their preferred billing method.

9.2.2 Duration of data processing

The data will be stored for as long as is necessary for the purpose on hand or for as long as required by law. The provisions of the Swiss Code of Obligations apply as regards the default retention period.

9.3 WITH WHOM IS THE DATA SHARED?

9.3.1 Within SWICA

Your personal data may be shared within SWICA Group with the relevant individuals in the relevant department for the purposes of processing the case.

9.3.2 Outside of SWICA

In order to implement the service (i.e. arranging appointments/bookings/invoicing), SWICA has entered into agreements with partners who offer the same or a similar service as the SWICA Guide. If the appointment/bookings/invoice concerns a partner therapist who is not directly affiliated with the SWICA Guide, the appointment/booking/invoice will be managed on the partner's platform. However, data will only be shared with the partner after permission to do so has been obtained. The complete list of partners can be found in the partner directory.

SWICA remains primarily responsible for asserting their rights as set out in Section 8. This also applies to the rights of a SWICA partner.

9.3.3 Contract data processing

SWICA can commission third parties to process data, provided that they process only the data for which SWICA has commissioned them. In the event of contract data processing, the contractor and SWICA must ensure data privacy. Your data will be processed only in Switzerland or the European Union. All EU countries have the same legal standards as Switzerland for protecting personal data.

At present SWICA has contractual relationships with the following companies:

NAME AND ADDRESS	PURPOSE OF DATA PROCESSING
SEUSE – Secure Link Services AG UID CHE-104.375.184 Haldenstrasse 23 8306 Wangen-Brüttisellen	Technical support and provision of the technical infrastructure
Amazon Cloud Services Frankfurt P.O. Box 81226 Seattle, WA 98108-1226	Data hosting

Only SWICA will process your data (including operation of the infrastructure and data hosting). Your data is not shared with or sold to third parties outside SWICA Group for marketing purposes.

9.3.4 What are your rights with respect to data processing?

You can exercise certain rights relating to the processing of data that concerns you. These rights are laid out in Section 8 of the Data Protection Declaration.

9.3.5 Unit responsible for data processing

For general questions on data protection, you can contact SWICA's data protection unit at swica.ch/data-protection at any time.

10. HOW CAN I ACCESS THE SWICA GUIDE?

SWICA has outsourced these operations to a data centre under a data processing agreement. Although the highest possible level of availability has been agreed with the data centre, SWICA cannot guarantee that the platform will be available at all times and without interruption. In particular, interruptions may occur due to force majeure or reasons outside SWICA's control (e.g. telecommunications failures or malfunctions at the computer centre). Any liability in this respect is excluded to the greatest extent possible.

11. WHO IS LIABLE FOR DAMAGE?

To the extent permitted by law, SWICA rejects all liability for damage arising from or in connection with platform use and offers no guarantees. Unless stipulated otherwise in Section 11 of the GTC, SWICA accepts no liability for:

- accuracy and completeness of information that is displayed, electronically transmitted or printed.
- services or actions of Users who communicate via the portal.
- risks from the internet (e.g. technical or organisational problems in receiving or transmitting data, transmission errors, technical defects, malfunctions or interruptions of the telephone network or internet access, regardless of the cause, illegal interventions in network equipment, the covert introduction of viruses, the copying and falsification of data and content, network overload, malicious or accidental blocking of electronic access by outsiders.
- links to other websites.
- misconduct by Users.
- services provided by and for therapists, specifically no liability for lost revenues and profits, lost contracts, loss of goodwill or other intangible losses, or for indirect or consequential loss or damage.
- damage arising from restricted or blocked access.
- failure to detect falsifications and legitimisation errors, as well as the disregard of identification regulations.
- use of the User's hardware and/or software with inherent security and/or functionality shortcomings.

12. WHAT CONTRACT TERM APPLIES?

Use of the SWICA Guide may be terminated at any time. Termination occurs when the user profile is deactivated. Deletion of the user/therapist profile will be confirmed to the User or therapist. Some profile data must be retained for legal reasons and to fulfil archiving requirements and cannot be deleted immediately (see Data Protection Declaration). Data stored in backups is not subsequently removed.

13. WHEN CAN SWICA BLOCK OR DELETE YOUR PROFILE?

SWICA may block or delete a User or therapist at any time without giving a reason.

The uploading of falsified documents or the posting of incorrect information will lead to immediate exclusion from therapist portal; the right to take legal action remains expressly reserved.

Access may also be blocked or restricted due to maintenance work or security issues.

SWICA can make decisions in this regard at its general discretion. In addition, it may take further measures at any time to combat misuse. Such measures may include criminal charges and claims for damages.

14. PROHIBITION OF PORNOGRAPHIC AND CRIMINAL CONTENT

SWICA Users are strictly prohibited from sharing or uploading pornographic, racist or criminal content on the portal. Any such misuse will be punished by criminal law and, where appropriate, by further legal means.

15. PROHIBITION OF EXERTING DOGMATIC, SECTARIAN OR RELIGIOUS INFLUENCE

Any attempt to exert dogmatic, sectarian or religious influence on the User or in connection with therapeutic work, as well as any promises of healing, distance healing, fortune-telling, treatment of a sexual nature or similar offers is prohibited. Failure to comply with this prohibition constitutes a serious breach of contract whereby SWICA can terminate the contract immediately. SWICA reserves the right to immediately delete therapist profiles with such or similar contents without prior notice or further justification.

16. HOW ARE INTELLECTUAL PROPERTY RIGHTS MANAGED?

The User and the therapist are prohibited from using any protected content (e.g. copyright, trademark or patent law) unless there are legitimate reasons for doing so. If a User or therapist breaches this rule and SWICA suffers damage as a result, the individual in question will be liable to SWICA for the damage.

All rights to the SWICA Guide and its contents remain the permanent property of SWICA.

The therapist hereby grants SWICA a non-exclusive, royalty-free, worldwide right and licence (or sub-licence) to use, reproduce, distribute, sub-licence, transmit and make available the profile content and any other information.

17. SERVICES PROVIDED AT A COST

Users and therapists can use the therapist portal free of charge. Only the use of the SWICA Guide (i.e. searching profiles and making appointments) is free of charge. The services of therapists are billed separately.

The additional costs which partners charge to therapists directly in connection with bookings are not taken into account. These costs are part of the contractual relationship between the partner and the therapist.

18. SPECIAL PROVISIONS FOR USERS

The User must provide truthful information and answers to questions. Falsified information can lead to the immediate blocking and deletion of the user account. The User is liable for any claims for damages arising in this connection.

CANCELLATION AND REBOOKING OF APPOINTMENTS

Bookings made via the SWICA Guide are generally binding, and therapists can charge a customer who misses an appointment or fails to give at least 72 hours' notice for the costs they incur. Users who wish to change the date or time of an appointment must contact the therapist at least 72 hours in advance. The therapist will try to offer the User a suitable alternative date or time. If this is not possible, the User can cancel the appointment.

Repeated failure to go to appointments may lead to suspension or even exclusion from the SWICA Guide.

Users can specify whether they would like the costs to be settled directly between the therapist and SWICA when registering or in their profile. Direct billing can only take place if the User has given his or her consent.

19. SPECIAL PROVISIONS FOR THERAPISTS

Therapists have no automatic right to create a profile on the portal. SWICA must first recognise the therapist by means of a preliminary review prior to registration, and it reserves the right to refuse a therapist access to the SWICA Guide without giving reasons.

The therapist is required to create his or her profile truthfully. Any breach of this requirement can lead to immediate exclusion.

SWICA has the right to take a profile offline or delete it without giving reasons. In case of doubt, SWICA can demand appropriate proofs. Falsified information can lead to the immediate blocking and deletion of the account. The therapist is liable for any claims for damages that are brought on the basis of wrong information.

The therapist must always provide the services shown on the profile at a price which corresponds to the best available price offered on his or her own website and/or on the therapist's profile, as the case may be. If a User can show that a better price is offered on the therapist's own website for services booked via the SWICA Guide, SWICA reserves the right to reimburse the difference to the User and charge that difference to the therapist.

The therapist must accept all bookings made via the SWICA Guide if he or she has the capacity and may refuse to accept them only in exceptional and justified cases; otherwise the therapist will be deemed to have committed a serious violation of this agreement, which may result in the blocking or deletion of his or her profile.

20. REIMBURSEMENT

This paragraph governs the principles of reimbursement and the benefits in connection with outpatient complementary medical services. Therapists can agree with SWICA that invoices from the service provider are sent directly to SWICA for reimbursement (Tiers Payant system, hereinafter "TP"). The insurer will then invoice the User for the co-payment portion. In the absence of an agreement between the service provider and SWICA, the Tiers Garant system applies. The User must reimburse the therapist for the service. The invoice can then be forwarded to SWICA, when then reviews the invoice and reimburses the amount by offsetting any co-payments and costs for additional services that may apply.

20.1 PREREQUISITES UNDER TP

With the patient's consent, SWICA offers therapists the option of having their services invoiced directly in TP. SWICA then issues the reimbursement in TP if:

- › the therapist is SWICA-recognised for at least one method that falls under complementary medicine.
- › the client receiving the treatment currently has supplementary insurance from SWICA.
- › the therapist has activated his or her calendars and availabilities on the SWICA Guide, thus enabling online bookings on the SWICA Guide.
- › the therapist uses professional software from SWICA-recommended preferred partners Softplus, Physiosys, Sanasearch, Healthadvisor (more to follow) and the information about the services is transmitted electronically according to TP.
- › the therapist is committed to absolute due diligence and complies with all laws and regulations concerning data protection and sensitive customer/patient data.
- › the therapist provides the patient with a copy of the invoice free of charge.

SWICA can discontinue TP without giving reasons.

20.2 REIMBURSEMENT FOR SERVICES IN TP

The therapist must apply Tariff 590 to the services he or she provides. Remedies can also be invoiced based on Tariff 400 or 402; lab services are invoiced based on the current Analysis List (AL).

In principle, all corresponding services are paid directly to the therapist, and the co-payment (excess and deductible) and excluded services are invoiced to the customer. SWICA will reimburse the therapist the amount within 30 days of receipt of the invoice. A justified complaint interrupts the payment period.

20.3 INVOICING

The invoice includes the services provided in accordance with Tariff 590, remedies in accordance with Tariff 400 or 402, and lab services in accordance with the current Analysis List (AL). Other services are to be charged to the patient in Tiers Garant.

Services are provided based on the standards and guidelines that have been developed in connection with the Information Exchange Forum.

The current version of the standards and guidelines approved by the Information Exchange Forum, or at least XML Standard 4.4. or higher, must be used.

Invoices must be issued within 90 days of the treatment.

20.4 GENERAL DUTY TO INFORM

The therapist acknowledges that he or she is legally obliged to inform his or her patients about the cost consequences of the services.

21. INDEMNIFICATION OF SWICA

The therapist hereby agrees to indemnify and to keep indemnified and hold harmless SWICA and its officers, directors and employees from and against any and all claims, demands, obligations, actual or alleged causes of legal proceedings and actions, damages, liabilities and fines, judgements, costs (including the costs of settling legal cases), related expenses (including payment of reasonable legal fees, attorneys' fees and expenses) and losses (including but not limited to direct, indirect or consequential damages, loss of profits, loss of reputation and all interest, penalties and court costs [calculated on a full cost basis]) and all other reasonable fees and expenses for services arising out of or in connection with any breach of contract by the specialist or any action brought by a third party in connection with the services provided (or not provided), or acts (or omissions) of the therapist or any other person acting on the therapist's behalf (other than SWICA), including but not limited to proceedings brought in connection with applicable data protection laws, content on the profile, or a User's visit to the therapist's place of performance.

This Section continues to apply even after notice has been given on the contract or the contract has been terminated.

22. APPLICABLE LAW AND PLACE OF JURISDICTION

All legal relationships between SWICA and the User are subject to Swiss law, at the exclusion of any conflict-of-law rules and international agreements.

The exclusive place of jurisdiction for all proceedings is SWICA's Head Office in Winterthur, unless mandatory Swiss law provides otherwise.