

SWICA ELM WEB

TERMS AND CONDITIONS OF USE.

Version 1/2021

TERMS AND CONDITIONS OF USE FOR SWICA ELM WEB.

1. GENERAL INFORMATION

1.1 CONTRACTUAL RELATIONSHIP

SWICA Healthcare Insurance Ltd offers its customers (corporate clients), sales partners and brokers with whom a cooperation agreement is in effect the possibility to exchange salary information and portfolio notifications via the SWICA ELM Web portal. The present Terms and Conditions of Use govern the relationship between SWICA Healthcare Insurance Ltd and the users of the SWICA ELM Web electronic payroll declaration system. The provisions lay out the rights and obligations of the parties with regard to the use of SWICA ELM Web. These provisions also contain information regarding the applications, responsibilities and data processing steps, among other things, in connection with the use of SWICA ELM Web.

1.2 DECLARATION OF CONSENT

Use of the SWICA ELM Web is expressly contingent on the prior acceptance of the present Terms and Conditions of Use. By accepting these Terms and Conditions of Use, the user confirms his or her agreement to their contents. Such consent includes the user's agreement with the data processing procedures, with the manner in which the data is processed, and with the transfer of such data to third parties. A user's initial login shall be understood as that user's consent, which shall remain in effect until revoked. Users whose consent has been revoked are barred from any further use of SWICA ELM Web.

1.3 RELATIONSHIP WITH OTHER PROVISIONS

The Terms and Conditions of Use for SWICA ELM Web supplement the "General Terms and Conditions for SWICA Online Services" (hereinafter referred to as "GTC"), which can be accessed [here](#). SWICA's Data Protection Declaration also contains additional information regarding data processing. [The Data Protection Declaration can be accessed here](#). The Terms and Conditions of Use take precedence over the Data Protection Declaration and the GTC, except in instances in which the Terms and Conditions of Use explicitly state that this is not the case.

1.4 ADDITIONS AND AMENDMENTS

The Terms and Conditions of Use can be supplemented, modified or replaced in accordance with Section 1.2 of the GTC. Information regarding any changes shall be communicated via SWICA ELM Web, in which case users must then renew their consent to the Terms and Conditions of Use.

1.5 DISTRIBUTOR OF SWICA ELM WEB

The distributor of SWICA ELM Web is SWICA Healthcare Insurance Ltd, Römerstrasse 38, 8400 Winterthur, UID CHE-109.337.400 (acting on behalf of the group companies of SWICA Insurances Ltd and PROVITA Gesundheitsversicherung AG, hereinafter referred to as "SWICA"). SWICA is the primary and direct point of contact for all questions and problems in connection with SWICA ELM Web. The website is managed by Centris AG, Grabackerstrasse 3, 4500 Solothurn; UID CHE-109.593.624.

2. USE OF SWICA ELM WEB

2.1 ACCESS RIGHTS

In principle, any customer (corporate clients) of SWICA Group and its distribution partners, as well as brokers with whom a cooperation agreement is in effect, has the right to access SWICA ELM Web. However, SWICA can decide whether to enter into a user agreement. There is no legal entitlement to access SWICA ELM Web.

2.2 TECHNICAL ACCESS

Technical access involves a secure https internet connection via a provider of the user's choice.

A user must have installed an up-to-date version of a commercially available web browser to be able to use SWICA ELM Web. SWICA ELM Web may work only partially or not at all with a different, unsupported web browser version. SWICA does not provide support for technical problems of any kind, for example for problems with the user's device or internet connection.

2.3 REGISTRATION AND AUTHENTICATION

To register for SWICA ELM Web, a user must enter the security details from the registration letter. In addition, employees of corporate clients must enter further security details as shown on SWICA's premium invoice, which is issued independently of the letter of request. Users must enter the required details when logging in for the first time. The system then sends an email to the specified address regarding how to activate the account. Upon the completion of the registration steps, the system validates the user's input and prompts him or her to enter the email address, mobile phone number and other details (e.g. surname and first name) for his or her personal account. The user then receives a one-time PIN (OTP) code on the specified mobile phone number. Once the OTP has been entered in SWICA ELM Web, the user can set his or her password.

The user can then log in with a personal registration number, password and OTP (sent by SMS) to access his or her company's data.

SWICA considers anyone who logs in to SWICA ELM Web by means of the process described above to be an authorised user who can access all of the services in the portal. For security reasons, a SWICA ELM Web session ends automatically after a certain period of inactivity, in which case the user must log in again.

2.4 FUNCTIONALITY OF SWICA ELM WEB

The functionalities of SWICA ELM Web depend to some extent on the insurance contract in place with SWICA. This means that, in some cases, not all functionalities are available. SWICA also reserves the right to adapt, expand or discontinue SWICA ELM Web functionalities at any time.

2.5 COST

Use of SWICA ELM Web is free of charge.

2.6 INFORMATION

More information about using SWICA ELM Web can be found in the user manual [here](#).

3. DATA PROTECTION AND PROCESSING

Protecting personal data is a top priority at SWICA. SWICA takes all necessary technical and organisational measures to protect data against unauthorised access and processing. These measures are reviewed, tested and adapted regularly to ensure the highest level of data protection at all times. Furthermore, SWICA always complies with all statutory provisions on data security and on protecting particularly sensitive personal data.

3.1 DATA CATEGORIES

By using SWICA ELM Web, the user expressly grants permission that the data categories defined in the present Terms and Conditions of Use can be processed.

- › Personal data of employees (e.g. their name, address, date of birth, etc.)
- › Contract data
- › Salary amount

3.2 PURPOSE OF DATA PROCESSING

Data is processed for the purpose as laid out in the General Insurance Conditions under the Insurance Policies Act (VVG):

SWICA collects technical data, namely log files with which the data entered and processed in SWICA ELM Web can be recorded, improving security for the user. Technical user data is collected anonymously and analysed statistically. It does not contain any personal information regarding the user.

3.3 DATA TRANSMISSION

The data used to operate the infrastructure for SWICA ELM Web is transmitted using public networks (e.g. the mobile phone network and the internet). Data transmitted over these networks is protected by state-of-the-art measures; however, SWICA has no influence over such data transmission.

3.4 DATA STORAGE

The data is stored at Centris, our partner in Switzerland.

3.5 COOKIES

SWICA ELM Web uses only functional cookies, which are needed to record the user's actions on the website, such as logging in or filling out forms. Users can set their browsers to block these cookies. This can, however, impair the functionality of the website.

3.6 RETENTION PERIODS

Data entered in SWICA ELM Web is stored for as long as the purpose (as defined in Section 3.2) justifies doing so or for as long as the defined statutory retention period is in effect.

3.7 USER RIGHTS

Users can assert their rights relating to their personal data at any time. SWICA can restrict such rights, or reduce them to a minimum, only if there is a legal obligation or a legitimate interest for doing so. These rights can be asserted by means of a written application, including a copy of an official identity document. Such applications must be addressed to SWICA Healthcare Organisation, Data Protection, Römerstrasse 38, 8400 Winterthur; or by email to datenschutz@swica.ch.

3.8 DUE DILIGENCE BY THE USER

Users must keep their login data secret and protect it against misuse by unauthorised third parties.

Users are responsible for all consequences arising from the unauthorised use of their authentication details.

Users must change their login details immediately if they suspect that an unauthorised third party is using their login. If necessary, they must ask SWICA to block their access to SWICA ELM Web.

Users who download documents from SWICA ELM Web to their own device must ensure that those documents are secure on that device. SWICA accepts no responsibility for documents that are no longer on its systems.

SWICA ELM Web may not be used for abusive, improper or otherwise unlawful actions of any kind. Unlawful actions constitute a criminal offence and will be prosecuted in every case.

No proprietary rights, copyrights or other rights of ownership/intellectual property rights may be violated. SWICA expressly reserves the right to take legal action if it finds that a user discloses or publishes works that are protected by intellectual property rights, copyrights or contractual rights, or whose contents are relevant for matters relating to criminal law. SWICA will cooperate fully with the authorities in every case.

3.9 ACCESS BLOCK

If SWICA becomes aware of a security risk of any kind, it reserves the right to temporarily block access to SWICA ELM Web in order to protect the interests of its users and their data.

4. DISCLAIMER AND SECURITY NOTICE

It is impossible to guarantee absolute security, even if state-of-the-art security precautions are in effect on the user's device. SWICA draws SWICA ELM Web users' attention to the following risks:

Inadequate security measures on the user's device can make it easy for an unauthorised party to access the user's data. It cannot be ruled out that a third party will gain access, undetected, to the user's device while the user is logged in to SWICA ELM Web. SWICA Group therefore urges its users to install up-to-date security programs on their devices, and to protect their WiFi with a password. SWICA Group also advise against accessing SWICA ELM Web using public WiFi.

SWICA and the users exchange information and data via an open network that anyone can access. Although the information that SWICA and the users exchange is encrypted, some connection data, such as sender and recipient addresses, is not encrypted. It is therefore possible to infer that a relationship exists between the user and SWICA.

SWICA has no influence on whether or how a user's internet provider will analyse the data being transmitted. It is therefore possible to infer the user's identity and the time when he or she used SWICA ELM Web.

5. LIABILITY

SWICA accepts no liability – to the extent permitted by law – for any direct or indirect damage that users suffer from using SWICA ELM Web, including but not limited to the entry of incorrect or incomplete data.

In all other respects, the provisions of the GTC for Online Services (in particular Section XI on warranty and liability) and SWICA's Data Protection Declaration apply.

SWICA offers no guarantee that access to SWICA ELM Web will be uninterrupted or error-free, that defects will be corrected, or that no viruses or other harmful elements will be transmitted in connection with the use of SWICA ELM Web. Under no circumstances can SWICA be held liable for any direct or indirect damage, including but not limited to lost earnings, damage from downloads, or harm to reputation.

6. TERMINATION OF THE USER AGREEMENT

Either party may terminate the user agreement at any time without giving any reasons and without observing a notice period. Termination of the user agreement results in the immediate blocking of access to SWICA ELM Web.

In any case, the user agreement shall end automatically when the user's insurance relationship with SWICA ends.

7. APPLICABLE LAW AND PLACE OF JURISDICTION

All legal relationships between SWICA and the user are subject to Swiss law, subject to 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.

8. CONTACT

Please forward any general questions or specific concerns you may have about the Terms and Conditions of Use to SWICA Customer Services at any time, or contact us using the contact form.