

Terms and Conditions of Use

Helvetia BVGonline

September 2019 edition

Table of contents

Terms and Conditions of Use	3
1 General information	3
2 Services offered	3
3 Registration (Access)	3
4 Rights of use and due diligence obligations	4
5 Correspondence	4
6 Blocking access	4
7 Warranty and liability disclaimer	4
8 Data protection and security	5
9 Changes to these Terms and Conditions of Use	5
10 Termination of use	5
11 Partial invalidity	5
12 Copyrights	5
13 Other provisions	5
14 Applicable law	5

Terms and Conditions of Use

1 General information

Helvetia Swiss Life Insurance Company Ltd, Basel, and Helvetia Swiss Insurance Company Ltd, St. Gallen, ("Helvetia") and Swisscanto Collective Foundation of the Cantonal Banks, Basel, ("Swisscanto") provide their customers, and beneficiaries of the collective foundations, (individually referred to as "User" or collectively as "Users") with online platforms for various services (the "Customer Portal", "Swisscanto Foundations Insuree Portal" and "BVGonline", herein after referred to as the "Online Portals").

Use of these Online Portals, and the associated rights and obligations between the Users and Helvetia (or Swisscanto), are governed by these Terms and Conditions of Use.

By accessing the Online Portals, the Users declare their agreement with the latest version of the Terms and Conditions of Use and acknowledge the binding nature of the same

2 Services offered

The services offered by Helvetia (or Swisscanto) within the framework of the Online Portals include use of the web application and its features, the exchange of information between the Users and Helvetia (or Swisscanto) or their management and partner systems, the provision of various information guides (e.g. online web videos) and documents, and User support for the portal.

Access to the Online Portals is free of charge for the Users. The Users will be responsible for any internet usage charges and these will be based on the prices set by the User's internet provider.

Helvetia (or Swisscanto) will determine the respective range of services offered. Helvetia (or Swisscanto) may extend, restrict, develop or modify the range of services offered on the Online Portals at any time. Helvetia (or Swisscanto) may do so even where this would result in the Users no longer having access to some of their data. Helvetia (or Swisscanto) may also change the way they offer, design and operate the Online Portals and other services, at their own discretion, or may cease to provide said services. Helvetia (or Swisscanto) may discontinue the Online Portals, in full or in part, at any time without providing a reason for doing so. Helvetia (or Swisscanto) may make use of user data, such as email addresses, for marketing purposes. Within the framework of the Online Portals, Helvetia (or Swisscanto) may present offers to the User at any time.

3 Registration (Access)

Access to the Online Portals will be via a Helvetia (or Swisscanto) website.

The User must register to access the Online Portals. Registration is open to all individuals. The Users agree that the information provided by them will be used to validate the registration.

Access to the Online Portals will then be by means of the technical means of authentication provided by Helvetia (or Swisscanto) which will be used to verify the customer's identity. The User will be granted access to the relevant Online Portal following successful identification by Helvetia (or Swisscanto).

If the data entered does not match the information stored in the Helvetia (or Swisscanto) database, Helvetia (or Swisscanto) will use additional security measures to identify the User.

Access to the respective Online Portal will be granted, unless otherwise stipulated in the respective agreement for the Online Platform in question ("Customer Portal", "Swisscanto Foundations Insuree Portal" and "BVGonline"), to those having authenticated themselves during the login process by entering the following means of identification:

- Email address,
- Personal password,
- A single use SMS code.

The SMS code will be sent to the mobile phone number supplied during registration. The SMS will be sent after checking the User's identity and address details via the mobile phone provider.

Following successful registration, the User profile will be linked with the Helvetia (or Swisscanto) customer number. This link is confirmed via the one-time entry of a code by the User. This procedure is in line with the latest security standards and offers a high level of protection for personal data against access by third parties.

Those who have successfully identified themselves via the features outlined above will be deemed authenticated as far as Helvetia (or Swisscanto) are concerned, at which time Helvetia (or Swisscanto) may receive requests or orders for the disposal of funds, instructions and legally binding messages from the User, without further verification of authorisation, as though these were issued by the User in person.

4 Rights of use and due diligence obligations

The User has no entitlement to access the Online Portals. The User may only use the respective Online Portal in person and in accordance with these Terms and Conditions of use.

All of the access details received as a result of registration, such as the username, password and similar ("Access Details") must be kept secret. Under no circumstances may the corresponding Access Details be disclosed to an unauthorised person. Any use of the Online Portals by unauthorised third parties is prohibited.

The User will bear all consequences arising from the use, or misuse, of their Access Details.

If there is reason to believe that unauthorised third parties have gained knowledge of the User's Access Details, those Access Details must be changed by the User without delay.

The User undertakes not to misuse Helvetia's (or Swisscanto's) Online Portals, and the associated (IT) services and features.

In particular, the User undertakes not to cause any deliberate disruption to the Online Portals, not to interfere with, modify or damage the internet access or other networks, and not to send any unauthorised advertising content or other nuisance messages (spam), or viruses and other harmful programs (malware).

Furthermore, the User undertakes to use the Online Portals taking into consideration third-party rights (e.g. copyrights and trademark rights), not to breach any legal regulations, and not to send any illegal or immoral content or make reference to the same.

Any disruption to or impairment of the Online Portals due to the improper use of working devices and software is prohibited.

The User may retrieve, send, download, save, play back and print out files and use internal system programs or program components of the Online Portals as defined in these Terms and Conditions of Use. Any other use of the Online Portals is hereby prohibited.

5 Correspondence

Users can be provided with documents pertaining to the business dealings with Helvetia (or Swisscanto), or may be provided with other messages electronically.

These may include, for example:

- Policy documents (policies),
- Correspondence in the event of a claim,
- Invoices.

The customer will be informed, in writing or electronically, about the future electronic delivery of such correspondence. The documents and/or messages will then be deemed to have been delivered as soon as they can be viewed on the respective Online Portal.

6 Blocking access

The User's access will be blocked automatically after entering the password incorrectly several times.

If a User forgets their username, they can contact Helvetia (or Swisscanto) to find it out.

If a User has forgotten their password, they can request a new password via the Online Portal in question.

Helvetia (or Swisscanto) reserves the right to block access to the Online Portals for a User without providing a reason. The User in turn may request that their access be (temporarily) blocked at any time.

7 Warranty and liability disclaimer

Helvetia (or Swisscanto) hereby excludes any liability (including for its directors and officers, employees and vicarious agents), where it is legally permitted to do so. Helvetia (or Swisscanto) will not be liable for minor and medium negligence or for indirect damage and consequential damage (lost profit, third-party claims).

Helvetia (or Swisscanto) also refuses to accept liability in connection with the accuracy, timeliness or completeness of the information and messages sent and displayed electronically.

Unless information is expressly marked as binding, it is non-binding.

The information and documents provided by the Helvetia (or Swisscanto) management and partner systems, via the internet or in any other form, and the respective User's data and information entered and managed on the Online Portal in question, alone will be authoritative for all simulations, queries, calculations, for performing requested business transactions, and for taking out a requested product on the respective Online Portal.

Information does not constitute any invitation to conclude a contract, an offer or a recommendation to buy or sell products or services.

In addition, Helvetia (or Swisscanto) does not provide any warranties, guarantees or assurances, in particular with regard to the availability, completeness, accuracy or correctness of the Online Portals,

regarding fitness for purpose or the infringement of any third-party rights (copyright etc., "Non-Infringement") or other services, or for the content of external websites (linked to from the Online Portals).

To the extent permissible by law, any liability for damages arising to the User's hardware or software, or those of a third party, and for the lack of security or functionality of the hardware and software used, is hereby excluded.

No claims will arise against Helvetia (or Swisscanto) in the event of manipulations of the system or the security settings, data and information, or in the event of incorrect information or data falsified by the User or a third party. Manipulations will also be subject to prosecution under criminal and civil law.

8 Data protection and security

Helvetia (or Swisscanto) attaches great importance to data protection and data security. All personal data is processed in accordance with the applicable data protection provisions.

Helvetia (or Swisscanto) is subject to the Federal Act on Data Protection (FADP). For the rules governing the processing of the User's personal data in connection with the Online Portals, reference is hereby made to the applicable privacy policy (<http://www.helvetia.com/ch/web/en/about-us/services/contact/privacy.html>)

The User may prohibit Helvetia (or Swisscanto) from using their personal data at any time, with effect for the future, which would however result in access to the platform being blocked.

9 Changes to these Terms and Conditions of Use

Helvetia (or Swisscanto) hereby reserves the right to make changes to these Terms and Conditions of Use, in full or in part, and to restrict or expand the same.

Changes to the Terms and Conditions of Use will be announced in a suitable form, usually electronically.

The User must then accept the amended Terms and Conditions of Use the first time they access the Online Portals thereafter in order to continue using it.

Failure to accept the changes to the Terms and Conditions of Use will result in use of the Online Portals ending upon the date the amended Terms and Conditions of Use enter into force at the latest.

10 Termination of use

The User may terminate use of the Online Portals at any time. Deleting their access to the Online Portals will disable their account. Deleting the access will only result in termination of the contractual relationship regarding the Online Portals. It will not result in the termination of any other contractual relationships with Helvetia (or Swisscanto).

11 Partial invalidity

In the event of individual provisions of these Terms and Conditions of Use proving invalid, in full or in part, this will not affect the validity of the remaining provisions. In the event of an individual provision proving invalid, the invalid provision will be replaced with another clause which most closely reflects the intended purpose of the clause found to be invalid.

12 Copyrights

All of the information, content, and associated representations, designs and software, published on the Online Portals is protected by copyright. All rights thereover belong to Helvetia (or Swisscanto) or their licensors.

The Helvetia (or Swisscanto) websites and applications contain protected names, images and information protected by copyright, and trademarks and company names. The reproduction and use of these is prohibited by the respective applicable intellectual property law. Usage, downloading or copying does not transfer any rights over the available content to the User.

Any copying, reproduction, distribution or other commercial use of the information on the Helvetia (or Swisscanto) websites or applications is prohibited without the express consent of Helvetia (or Swisscanto). This excludes information or data expressly authorised by Helvetia (or Swisscanto) for certain purposes (e.g. downloading of forms).

13 Other provisions

In addition to these Terms and Conditions of Use and the Privacy Policy, the legal notices and other terms and conditions published on the Helvetia (or Swisscanto) websites will apply.

14 Applicable law

These Terms and Conditions of Use are subject to Swiss law.

The sole place of jurisdiction for all disputes as a result of, or in connection with, use of the Online Portals will be Helvetia's registered office in Basel or St. Gallen (or Swisscanto's in Basel).

