



# General Terms and Conditions (GTC)

## mySympany

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### Contents

General Terms and Conditions (GTC), mySympany			
1	<b>Introduction</b>	Page	2
2	<b>Right of access</b>	Page	2
3	<b>Technical access</b>	Page	2
4	<b>Authorisation of individuals</b>	Page	2
5	<b>Authorising family members</b>	Page	2
6	<b>Costs</b>	Page	2
7	<b>Correspondence</b>	Page	2
8	<b>Due diligence of the insured person(s)</b>	Page	2
9	<b>Security information</b>	Page	3
10	<b>Responsibility</b>	Page	3
11	<b>Data protection</b>	Page	3
12	<b>Marketing</b>	Page	3
13	<b>Blocking access</b>	Page	3
14	<b>Analysis of web behaviour</b>	Page	3
15	<b>Processing</b>	Page	4
16	<b>Features of mySympany</b>	Page	4
17	<b>Changes to the terms and conditions and adjustments to mySympany</b>	Page	4
18	<b>Terminating the user agreement</b>	Page	4
19	<b>Further conditions</b>	Page	4
20	<b>Jurisdiction and applicable law</b>	Page	4

# General Terms and Conditions (GTC)

## mySympany

### 1 Introduction

The General Terms and Conditions (GTC) govern the use of mySympany (app and web portal) by the insured person.

mySympany offers insured persons various services, such as ordering quotes, sending customer correspondence or accessing policies, overviews of benefits or tax certificates. These GTC govern the contractual relationship between the insured person and Sympany (Vivao Sympany AG, Moove Sympany AG, Kolping Krankenkasse AG and Sympany Versicherungen AG) relating to the use of mySympany.

### 2 Right of access

2.1 Access to mySympany is generally available to all insured persons over the age of 18. However, Sympany is free to decide whether to conclude a user agreement. There is to be no entitlement to access mySympany.

2.2 The user agreement enters into force when Sympany issues the insured person a login password for mySympany. The insured person acknowledges that he or she understands and agrees that Sympany cannot control who receives and uses this initial password. The insured person alone is responsible for supervising the receipt and use of this initial password.

2.3 If other family members are insured under the customer number assigned to the insured person, the provisions under Clause 5 apply.

2.4 Users accept the GTC when they first access one of the customer portals.

### 3 Technical access

Technical access is gained via the Internet and via the insured person's chosen Internet provider. The insured person must have a web browser and/or a web browser version installed that is supported by Sympany. If a web browser version is used which Sympany does not support or no longer supports, the insured person may potentially not or only partially be able to use mySympany. It is at Sympany's discretion to decide which web browsers and/or web browser versions are supported.

### 4 Authorisation of individuals

4.1 The policyholder will receive an initial password by post after taking out an insurance policy (new customers) or after registering (existing customers). The insured person can access mySympany for the first time with this password and his or her customer number.

4.2 The insured person must change this password when he or she first logs in on one of the customer portals. We recommend that insured persons change their password on a regular basis.

4.3 The insured person must successfully log in if he or she wishes to access his or her data via mySympany.

4.4 Sympany is entitled to change the means and process of authorising individuals at any time.

### 5 Authorising family members

5.1 In the case of family policies (several family members or spouses/partners on one policy), access to mySympany shall be assigned to the customer number of the person listed in Sympany's main system as the 'head of the family'.

The head of the family acts on his or her own behalf and on the behalf of his or her family members. When setting up the account, the head of the family and his or her family members confirm on behalf of themselves and any children under the age of 18 as their legal representative that the head of the family is entitled to represent the family members with regard to this user agreement. The head of the family is authorised to view the data (e.g. data relating to health) of the family members and to handle this data in the name and on behalf of the family members during the term of the agreement. All family members can access mySympany by using the customer number and password.

5.2 Sympany considers whoever is authorised in the way described above to be entitled to use mySympany and the services available there.

5.3 A family member can withdraw his consent for his or her data to be viewed at any time by telephone, in writing or via the customer portals. Sympany will then separate that person from the family in its main system. This means that separate invoices etc. will be issued in future. If the family member withdrawing from the family in Sympany's system wishes to have personal access to mySympany, he or she must conclude a new user agreement for himself or herself.

5.4 New family members can be added at any time.

### 6 Costs

Concluding this user agreement and using mySympany are free of charge.

### 7 Correspondence

The policyholder receives documents electronically in the mySympany inbox and no longer receives documents by post, provided that they have either agreed to this in their insurance application, registered with mySympany after signing their insurance application or selected the relevant option in mySympany. This excludes documents which must be sent by post for legal or technical reasons. The policyholder is responsible for taking note of policies, premium invoices, payment reminders, reminders, benefit statements and cost overviews for tax returns and other purposes and for complying with their financial responsibilities to Sympany.

### 8 Due diligence of the insured person(s)

8.1 The insured person(s) must treat the login details as confidential and take measures to prevent any improper use by unauthorised persons. In particular, passwords must not be

written down or stored on an unsecure electronic device. The insured person is responsible for any consequences resulting from the unauthorised use of the login details.

8.2 If it is suspected that unauthorised persons have obtained the login details, the insured person must change the password immediately and contact Customer Services on +41 58 262 42 00 to request that Sympany block access to mySympany. The same applies if the insured person loses the device he or she has used to log into mySympany.

8.3 The insured person is obliged to check his or her inbox on mySympany on a regular basis.

8.4 The insured person must save any changes of residential address, e-mail address or bank account details and any other personal data to mySympany immediately. Correspondence from Sympany is sent to the residential address or e-mail address recorded in the system in accordance with the law.

8.5 If the insured person downloads documents from mySympany to an electronic device, he or she must ensure that they are secure. As soon as a document leaves the secure domain of mySympany, Sympany is no longer responsible for keeping it secure.

## 9 Security information

mySympany is accessed via the Internet. Although data is shared between Sympany and the insured person via an encryption protocol, senders and recipients are not encrypted. It is therefore possible to trace whom an Internet user has contacted and when. Even if the security measures on the device are up to date, total security can never be guaranteed. The insured person is asked to take particular note of the following risks involved in using mySympany: It is easier for unauthorised persons to access customer data if the insured person does not know enough about the system or his or her device does not have adequate security measures. The risk of a third party gaining access to the insured person's device unnoticed while he or she is using mySympany cannot be ruled out. The insured person is therefore obliged to protect his or her device by installing up-to-date security programs. We also recommend that insured persons do not use mySympany when connected to a public Wi-Fi network. Data is transferred between Sympany and the insured person via a network that anyone can access. Data may be transferred abroad without being controlled, even if the sender and the recipient are in Switzerland.

## 10 Responsibility

10.1 Sympany assumes no liability for the accuracy and completeness of information and data available on mySympany. Furthermore, Sympany assumes no liability for damages suffered by the insured person arising from technical defects, delays, interruptions to operations or other disruptions when transferring and/or processing data (including disruptions relating to the network operator). Sympany is in no way liable for indirect damages and consequential damages, in particular loss of earnings, damages resulting from downloads or damages to reputation.

10.2 The insured person is responsible for technical access to mySympany. The insured person must therefore also ensure that the security technology and software on his or her device are up to date. In particular, the insured person is responsible for securely storing documents downloaded from mySympany on his or her device.

## 11 Data protection

11.1 Using technical and organisational measures, Sympany shall ensure that the data of the insured person is protected against unauthorised access. The data and documents that are accessible via mySympany come from Sympany's various systems and remain visible for as long as the customer is online. Sympany does not store any customer data outside of its main applications.

11.2 The insured person has access to all data and documents that can be retrieved via mySympany, including particularly sensitive personal data. The insured person can also view the data of family members under the age of 18. When the family member turns 18, Sympany will inform him or her that he or she can withdraw consent for the head of the family to view his or her data at any time.

## 12 Marketing

Sympany reserves the right to include adverts for its own or third-party products or links to third-party websites on mySympany.

## 13 Blocking access

In the event that security risks are identified, Sympany reserves the right to temporarily block access to mySympany in order to protect customer data. Any instructions issued before this point in time remain unaffected by this and shall be fulfilled.

## 14 Analysis of web behaviour

Sympany uses Internet analysis services to analyse user behaviour on mySympany. Cookies (text files) shall be used for this purpose. These are saved on the insured person's computer and allow the usage of the Sympany website to be analysed. The web analysis service analyses the information provided by the cookies on behalf of Sympany in order to analyse how users use mySympany, generate website activity reports and perform further services for Sympany associated with website and Internet usage. The insured person can manage the storage of cookies in the mySympany settings. However, this may prevent the insured person from fully using all of the functions of my Sympany.

### Adobe

Sympany uses the services of Adobe Analytics to automatically collect data about the use of the websites when you visit them. Sympany uses this data to find out how the website is being used and gain insights into the surfing habits of the website users. The information generated by the cookie concerning your use of Sympany websites is transferred to an Adobe server and stored there.

#### Category/purpose

Website analytics

#### Provider

Adobe Systems Inc.  
345 Park Avenue  
San Jose  
95110-2704, CA  
USA

#### **Dynatrace**

Dynatrace is used on this website in order to improve it and make relevant online services available. The data created in this way may also be processed for statistical analyses and for marketing purposes. The information generated by cookies about your use of Sympany's websites is stored by Sympany.

#### Category/purpose

- Application performance management
- Cloud infrastructure monitoring
- AI operations
- Digital experience management

### 15 Processing

Sympany determines the processing times for instructions. Sympany reviews incoming instructions and reserves the right to reject entire instructions or parts thereof.

### 16 Features of mySympany

The features of mySympany depend in part on the insurance policies concluded with Sympany. Furthermore, not all insurance policies are displayed in mySympany, which means that some features are unavailable in certain cases.

### 17 Changes to the terms and conditions and adjustments to mySympany

17.1 Sympany reserves the right to amend these GTC at any time. Insured persons are notified of adjustments in the appropriate way. The new conditions apply from the time the notification is issued and/or the next time the insured person uses mySympany.

17.2 Sympany also reserves the right to modify the features on mySympany at any time.

### 18 Terminating the user agreement

18.1 Both the insured person and Sympany may cancel the user agreement at any time without giving the reasons for doing so and without adhering to a notice period.

18.2 The user agreement ends automatically when the insurance relationship between the customer and Sympany is terminated. Sympany is entitled to terminate and/or block the insured person's access to mySympany if it has not been used for over two years.

### 19 Further conditions

The General Terms and Conditions of Insurance and Special Terms and Conditions of individual insurance products of Sympany shall also apply where applicable.

### 20 Jurisdiction and applicable law

This agreement is subject to Swiss law. The place of jurisdiction is Basel.