

Terms of Use for the Pension Fund app
October 9, 2018 edition

1 Scope

By accessing the information and functions (see section 2) made available using the CONVITUS insured members app (hereinafter referred to as the “app”) from CONVITUS Collective Foundation for Occupational Benefits (hereinafter referred to as the “Foundation”) the insured person (hereinafter referred to as the “User”) accepts the following Terms of Use. If not, the app must not be used.

The following Terms of Use are in addition to the Foundation’s other agreements and regulations which are binding on the User and the Foundation (e.g. the Pension Fund Regulations, the Cost Regulations, the Home Ownership Withdrawal Regulations, the Organisational Regulations, etc.); these all form an integral part of these Terms of Use.

2 Service offering

The Foundation provides information and functions (hereinafter referred to collectively as “Information and Functions”) on a mobile end-device via the app, which requires a log-in. The Information and Functions allow app users to access services (once the app has been activated) and certain information and use functions the Foundation provides as an app service (e.g. access to data on insured persons, benefits information, arranging buy-ins or home ownership withdrawals, notifying changes, carrying out simulations, etc.). The Foundation reserves the right to change the service offering at any time.

3 No advice

The Foundation does not use the Information and Functions available via the app to arrange for the User or other third parties to receive retirement benefit or other advice. The Information and Functions are not aids for making decisions in legal, tax or other advisory matters, nor should retirement benefit or other decisions be taken based on these details. Please contact Client Service for individual advice.

4 Target audience

The Information and Functions in the app are aimed solely at private individuals. In particular the Information and Functions are not intended for persons subject to a jurisdiction which prohibits publication or access to such Information and Functions (owing to their nationality or place of residence or for other reasons). Persons to whom such restrictions apply may not access the Information and Functions.

5 Access to Information and Functions requiring log-in/authentication

Access to app Information and Functions requiring log-in is available to anyone who has authenticated themselves by entering the means of authentication valid for the app. The currently valid means of authentication are the User’s mobile number and the one-time password sent to the User by SMS. The Foundation reserves the right to change or adapt the means of authentication on objective grounds, but must notify the User by suitable means in advance. Anyone who authenticates themselves using valid means of authentication (self-authentication) shall be deemed by the Foundation as the person entitled to use the app’s Information and Functions requiring log-in. The Foundation may therefore, for example, make or arrange enquiries or accept instructions and legally binding notifications as part of and within the scope of the services used by the User without any further authentication check; this applies even where this Person is not the actual person entitled to do so. The User unconditionally acknowledges all transactions made using their means of authentication as part of the app’s Information and Functions which require log-in. Likewise all instructions, orders and notifications the Foundation receives by this means shall be deemed to have been issued and authorised by the person entitled to do so.

6 User's duty of diligence

The Foundation takes the standard business measures to ensure the app enjoys the best possible security. However, it is essential that the User in turn observes the applicable duty of diligence to protect effectively against misuse. This includes:

- Keeping means of authentication secret: the User must ensure that all means of authentication are kept secret and protected against misuse by unauthorised persons. In particular the User must set the code block on the mobile end-device and sign out using the "log off" link after using the app. Means of authentication may not be saved unprotected on the User's end-device or anywhere else. Means of authentication may also not be given to or made accessible to third parties (in particular they may not be used in connection with third-party apps or messages to third parties which require the User to disclose them – the Foundation will never ask its Users to reveal means of authentication outside the app);
- Changing means of authentication and blocking: the User must change or amend their means of authentication immediately where there are grounds to fear that unauthorised third parties have learned one of the User's means of authentication. If this is not possible the User must have access to the app blocked (see section 19);
- Security measures: the User must take suitable measures to minimise the risk of unauthorised access to their mobile end-device (e.g. over open networks such as the internet). In particular the operating system and browser must be kept updated, i.e. the software updates released or recommended by the providers must be installed at once. Updates to the app provided by the Foundation must also be downloaded and installed as soon as they become available. Standard security precautions for public networks must also be taken, e.g. harmful third-party software must not be installed on the mobile end-device. In particular the User may not run the app on a mobile end-device where the security settings can potentially be manipulated (e.g. by jailbreaking). It is the responsibility of the User to keep up to date with the latest security precautions and take any security measures that may be recommended;
- Notifying the helpdesk: the User must notify the helpdesk immediately (see section 19) if there are grounds to fear that unauthorised third parties have obtained access to the end-device.

7 Risks

7.1 In view of the agreement on authentication in section 5 the User shall bear all consequences arising from use or misuse of their means of authentication (e.g. unlawful access by a third party) except where the Foundation has breached the customary standard of diligence. The User shall also bear the consequence arising from any breach of the duty of diligence incumbent upon them pursuant to section 6.

7.2 The public and private networks used to transmit data and the User's mobile end-device are part of the overall system but beyond the control of the Foundation. These may become a weakness in the system. In particular they may be subject to unauthorised third-party attack or transmission errors (e.g. in the transmission of a buy-in application) or delays and system interruptions and outages may occur. Loss of the mobile end-device can also result in unauthorised queries of the User's data. These shall not give rise to any claim of the User on the Foundation.

8 Warranty and liability waiver

8.1 The Foundation cannot guarantee that access to the app's Information and Functions will be continuous and uninterrupted at all times. The Foundation reserves the right to suspend the Information and Functions temporarily to combat security risks or for maintenance. Any loss or damage arising from a disruption or interruption shall be borne by the User.

8.2 The Foundation uses the customary standard of diligence when displaying and transmitting data, information, messages, etc. (hereinafter referred to as "Data") sent as part of the respective services. The Foundation disclaims any further warranty and liability for the Data being accurate, complete and up-to-date. In particular, details of insured benefits, the level of retirement assets and generally accessible information such as retirement benefit information, performance, changes in the coverage ratio, the latest interest rates applicable to retirement assets etc. shall be deemed

provisional and non-binding unless expressly marked as binding. Likewise, the Data contained in the services are only binding offers when marked as such.

8.3 The Foundation disclaims any warranty and liability for the software being free from error, operable on the User's end-device or usable in conjunction with other apps of the User or the network/system operator selected by the User. If errors are identified in the software the User must stop accessing the Information and Functions immediately and inform the Foundation.

8.4 In those areas where the Foundation is responsible for the provision of its services with the customary standard of diligence it shall only be liable for direct and immediate loss or damage suffered by the User. Any liability for indirect or collateral loss or damage suffered by the User is disclaimed.

9 Links to other websites

External information "linked" to the app is entirely beyond the influence of the Foundation; therefore the Foundation takes no responsibility for the content being complete and lawful or for any offerings or services/benefits therein. Linking to such information is at the User's own risk.

10 External data suppliers

The Foundation procures some of the Information and Functions available via the app from third parties.

The Foundation has selected these data suppliers carefully. The Foundation disclaims any liability for the data suppliers named and for Information and Functions procured from third parties. In particular the Foundation accepts no responsibility or liability for Information and Functions being accurate, up-to-date or complete.

11 No security with electronic data transmission

When the app is in use, data is transmitted over an open network accessible to anyone (e.g. the internet, SMS). Data may be transmitted internationally even though the User and the Foundation are both in Switzerland.

The User also accepts that information sent by the Foundation at the User's request by email, SMS etc. is generally unencrypted, so there can be no guarantee of data protection. Even when transmission is encrypted, the sender and recipient remain unencrypted. It may therefore be possible for third parties to identify that there is a relationship with the Foundation.

12 Personal data

The Foundation does not collect any personal data via the app unless the User expressly provides such data to the Foundation via the app. In such cases the Foundation may use the personal information to market products and services which are either desired by the User or may be of interest for the User as far as the Foundation is concerned. Using the app means that third-party suppliers of apps or mobile operating systems such as Apple Inc. or Google Inc. acquire personal data; this may be further processed by the third party in question. Please refer to the Terms and Conditions and Privacy Policy of the respective third-party supplier, e.g. the Terms and Conditions for the Apple iTunes Store, Google Play, etc.

13 Tracking data

The Foundation gathers tracking data, which contains information about user behaviour, to optimise the app offering and for statistical purposes. Please refer to section 12 above and the respective Terms and Conditions and Privacy Policy for the Apple iTunes Store, Google Play, etc.

14 Ownership/licensing of Information and Functions

All Information and Functions available via the app, in particular copyright, brand, design and other rights, belong solely and completely to the Foundation and/or the owner of the app (DigitalPK AG) unless stated otherwise. The Foundation grants the User a non-exclusive, non-transferable free licence to download, install and use the app as part of the intended Information and Functions. Any full

or partial republication, modification, linking, use, transmission or complete or partial copying of the app and/or Information and Functions without the prior written consent of the Foundation and/or the owner of the app (DigitalPK AG) is prohibited.

15 Ownership/licensing of brands

“CONVITUS Collective Foundation for Occupational Benefits”, “CONVITUS Foundation”, “CONVITUS” and the CONVITUS logo are registered trademarks of the Foundation. “Apple”, “iPhone”, “App Store”, “Google” and “Android” are registered brands of Apple Inc. and Google Inc. respectively. No element of the Information and Functions is designed to grant a licence or right to use a registered brand or logo.

16 Costs

The Foundation provides the app free of charge. Please note that downloading and using the app may result in connection charges for data transmission. The Foundation recommends that the User clarify this issue with their mobile network provider.

17 Amendments to the Terms of Use

The Foundation reserves the right to amend these Terms of Use at any time. Such change will be notified to the User electronically or by message in the app or in another suitable manner and shall be deemed approved unless objection is made within 30 days of notification. Rejection or objection will result in access to the app being terminated immediately.

18 Applicable law, jurisdiction

All legal relations between the User and the Foundation are subject to Swiss law. Subject to any contrary mandatory provisions on jurisdiction in favour of the User, the place of performance and place of debt collection for Users resident abroad and sole jurisdiction for all types of proceedings is Basel. The Foundation has the right to take action against the User before any other legally competent court or place of debt collection.

19 Contact

The helpdesk and correspondence address for the app can be found on the Foundation’s website (www.convitus.ch). The helpdesk is available during normal business hours or as shown on the website.

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