

# Terms of Use and Privacy Policy for the insured-App

Issued September 2019

## 1. Scope

- By accessing the information and functions made available with the «CONVITUS insured-app» (hereinafter referred to as «App») by the CONVITUS Sammelstiftung für die berufliche Vorsorge (hereinafter referred to as «the Foundation») (see Item 2), the insured person (hereinafter referred to as the «user») accepts the following terms of use. Otherwise, the use of the app should be avoided.
- The following terms of use supplement the Foundation's other contracts and/or regulatory provisions that are binding on the user and the Foundation (for example, pension regulations, cost regulations, wef regulations, organisational regulations, etc.), all of which form an integral part of these Terms of Use.

## 2. Services

The Foundation uses the App to provide login-requiring information and functions (hereinafter "Information and Functions") for use on a mobile device. This Information and Functions enables users of the app to access certain Information and Functions that the Foundation offers, after activation in the App, as an app service (eg, retrieval of insurance data, performance information, initiation of purchases or WEF prepayments, reporting of mutations, performance of simulations, etc.). Details of the Information and Functions of the App are described on the Foundation's website ([www.convitus.ch](http://www.convitus.ch)). The Foundation reserves the right to change the services offered at any time. Changes will be notified in an appropriate manner and shall be considered approved if not objected to within 30 days of notification.

## 3. No provision of advice

The Foundation does not use the information and features accessible through the App to provide the user or any other third party with any precautionary advice or any other type of advice. The Information and Functions do not constitute decision-making aids for legal, tax or other advisory issues, nor should any precautionary or other decisions be made on the basis of this information. For individual advice please contact the customer care representative.

## 4. Intended addressees

The Information and Functions of the App are intended exclusively for insured persons resident in Switzerland and the EU. For persons residing outside Switzerland and the EU, the use of this App is not permitted. In particular, such information and functions are not intended for persons who are subject to a legal system prohibiting the publication or access to such information and functions (based on the nationality of the person, their place of residence or for other reasons). Persons to whom such restrictions apply are not permitted access to the Information and Functions. This for example applies to persons with residence or citizenship in the USA (so-called US persons).

## 5. Access to login-requiring Information and Functions/Legitimation

Access to login-requiring Information and Functions of the App is received by the person who has legitimised themselves for its use by entering the means of legitimation valid for the App. Currently, the mobile number of the user as well as the one-off password sent to the user by the Foundation via SMS are valid as means of legitimation. The Foundation reserves the right to exchange or adapt the means of identification at any time for relevant reasons, of which it will inform the user in advance in a suitable manner. Those who legitimise themselves with the valid means of legitimation (self-legitimation), are considered by the Foundation as entitled to use the Information and Functions of the app requiring login. The Foundation may therefore, within the scope of the services relevant to the user, without further verification of their eligibility, e.g. make or have inquiries made or receive orders and legally binding communications from them; this also applies if this person is not the person actually entitled. The user unconditionally acknowledges all transactions that are made as part of the login-requiring Information and Functions of the App using their credentials. Likewise, all instructions, orders and communications that reach the Foundation in this way shall be deemed as originating from and authorised by the user.

## 6. User's due diligence

The foundation will take the industry-customary measures to ensure the best possible security of the app. However, it is imperative that the user in turn conforms to the due diligence required to protect himself against abuse. This includes:

- Confidentiality of the means of legitimation: The user is obliged to ensure that all means of identification are kept secret and protected against misuse by unauthorised persons. In particular, the user must set the code lock on the mobile device and log out after using the App using the link "Logout". The credentials must not be stored unprotected on the user's mobile device or otherwise recorded. Neither may the credentials be given to third parties or made available to third parties (in particular, no use in connection with third-party apps or notifications of third parties requesting disclosure from the user - the Foundation will never ask its users to show their credentials outside of the App);
- Change of credentials and suspension: The user is obliged to change or alter the means of identification without delay, if there is reason to suspect that unauthorised third parties have gained knowledge of one or more of the user's credentials. If this is not possible, the user must block access to the App (Fig. 19);

Taking protective measures: The user is obliged to minimize the risk of unauthorised access to his mobile device (e.g. via public electronic networks such as

the Internet) by taking appropriate protective measures. In particular, the operating system and browser must be kept up to date, i.e. software updates and security corrections provided or recommended the respective providers must be installed immediately. Likewise, updates to the App provided by the Foundation should be downloaded or installed as soon as they become available. In addition, the usual safety precautions for public electronic networks must be taken, e.g. no harmful third-party software whose security configuration can possibly be manipulated (e.g. by so-called jailbreaking) may be operated on the mobile device. It is up to the user to inform themselves of the necessary safety precautions according to the current state of technology, as well as of the safety instructions available on the Foundation's website ([www.convitus.ch](http://www.convitus.ch)) and if necessary to take the required security measures;

- Notification to Helpdesk: The user is required to promptly make a report to the Foundation's Helpdesk (Item 19) if there are grounds to suspect that unauthorised third parties have gained access to the device.

## **7. Statutory information obligation**

With this App, the statutory information obligation in accordance with Art. 86b para. 1 BVG of the Foundation towards the user is covered.

## **8. Risks**

- On the basis of the legitimization agreement according to para. 5 the user must bear all consequences resulting from the – even illegitimate – use of his credentials (including improper access by third parties), unless the Foundation has breached industry-customary diligence. Likewise, the user will bear any consequences resulting from a breach of the duty of care by the user according to para. 6.
- The public and private data transmission networks for the exchange of information and data as well as the user's mobile device are part of the overall system, but outside the control of the Foundation. These can be a weak point in the system. In particular, they may be subject to interference by unauthorized third parties or transmission errors (e.g., submission of a purchase request), delays, system interruptions or system outages. Also, a loss of the mobile device may result in unauthorised retrieval of the user's data. The user cannot derive any claims against the Foundation on these grounds.

## **9. Exclusion from warranty and liability**

- The Foundation cannot guarantee trouble-free or uninterrupted access to the Information and Functions of the App at all times. The Foundation reserves the right to suspend information and functions temporarily in order to guard against security risks or for maintenance work. Any damages resulting from a fault or interruption shall be borne by the user.
- The Foundation applies industry-customary diligence in the notification and transmission of the data, information, communications, etc. (hereinafter referred to as "Data") transmitted by it within the scope of the respective services. Any further warranty and liability for the accuracy, completeness and timeliness of the data excludes the Foundation. In particular, information about insured benefits and retirement assets as well as generally accessible information such as pension information, performance developments, etc. are provisional and non-binding unless they are expressly marked as binding. Likewise, the Data contained in the Services are only binding offers if they are designated as such.
- The Foundation excludes any warranty and liability for the correctness of the software, for its compatibility with the mobile device of the user or its applicability in combination with other applications of the user as well as the network/system operator used by the user. In the case of identified deficiencies of the software, the user must immediately refrain from access to the Information and Functions and inform the Foundation.
- In those areas in which the Foundation is responsible for providing its services with industry-customary diligence, it is in principle only liable for direct and unmediated damages to the user. Liability for indirect or mediated damages to the user are excluded.

## **10. Links to other websites**

External links are specially marked. This information "linked" with the app is completely outside the influence of the Foundation, which is why the Foundation assumes no responsibility for the accuracy, completeness and legality of the content or for any offers and (service) provisions contained therein. Connection to this information ensues at the user's own risk.

## **11. External Data providers**

- The Foundation obtains part of the Information and Functions accessible via the App from third parties, for example:
  - The data for the tax calculations are obtained from TaxWare AG.
- The Foundation has carefully selected these Data providers. The Foundation declines any liability for the Information and Functions provided by the named data providers or third parties. In particular, the Foundation assumes no responsibility or liability for the accuracy, timeliness or completeness of the Information and Functions provided by third parties.

## **12. Security in electronic data transmission**

- When using the App, Data will be transported via an open publicly accessible network (e.g. Internet, SMS). The Data may be transmitted across

borders, even if the user and the Foundation are both located in Switzerland.

- The user accepts the information provided by the Foundation, which can be transmitted to the user via e-mail, SMS, etc., is generally unencrypted. Even with an otherwise encrypted transmission the sender and receiver will remain unencrypted. The tracking of a pre-existing relationship with the Foundation may therefore be possible for third parties.

## 13. Data protection

### • Principle

The Foundation processes personal Data of users as far as this is necessary for the registration and administration of the App and for the provision of the services described herein. The processing is carried out in accordance with the Swiss Data Protection Act and, if applicable, the EU Data Protection Basic Regulation (DSGVO).

### • Collection and processing of personal Data

The use of the App requires the identification and registration of the user. For this, the user must provide the following information: his activation code, his mobile number, his email address and his date of birth. To receive information no additional Data is required. For some services, however, the collection of additional Data is required:

- The following Data is required for the triggering of purchases: basic information for purchases, further vested benefits, home ownership, pillar 3a assets, retirement benefits, length of residence, length of membership of a pension fund and purchase amount.
- The following Data is required for WEF advance withdrawals: reference amount, address details, civil status, advance payments made, time of advance withdrawals, pledges, basic information, transfer address and payment date.
- The following Data is required for tax calculations: place of residence, marital status, number of children, denomination and withholding tax liability.
- When reporting mutations, the following information may be required: address, civil status, life partner and email address.

In addition, for security purposes, every visit to the App will collect technical information, such as the IP address, information about your device and settings, the date and time of the visit, as well as the user ID and certain device information, such as browser and device type.

### • Purposes of Data processing

The Foundation uses the data collected primarily to fulfil the contract with the user, in particular to provide pension fund-relevant information and to provide the functions and services described in the Terms of Use. Furthermore, due to its legitimate interests, the Foundation also processes the collected Data for other purposes:

- further development and optimisation of the offers, functions and services of the App;
- answering the questions of users;
- delivery of legally prescribed information via app, post, e-mail or SMS;
- ensuring of a working App;
- delivery of advertising and marketing via app, post, e-mail or SMS regarding products and services that the user has desired or could be interesting from the perspective of the Foundation, insofar as the user has not objected to the use of his Data for this purpose, which the user has the right to do at any time;
- asserting of legal claims and defence in connection with legal disputes and regulatory proceedings;
- prevention and investigation of crime and wrongdoing, such as internal investigations, Data analysis and combating fraud.

Insofar as the user has given his consent to the processing of his personal Data for specific purposes, such as for the receipt of advertising via e-mail, the Foundation only processes this Data within the scope of the given consent, unless there is another legal reason. A granted consent can be revoked at any time, but this has no effect on any Data processing already carried out.

### • Cookies, tracking and other technologies

We use so-called "cookies" for the login in order to secure the login process. A cookie is a small file that is saved in the App when you log in. These cookies are only valid for the login process and are deleted afterwards. No tracking of the user takes place.

We use Google Analytics for Firebase, an analytics service provided by Google Inc. (Google), for your consent.

Google Analytics for Firebase helps us to compile aggregate statistics on the use of the App. To do this, your Mobile Ad ID (a unique identifier that is different for each App) or Android ID and other information (such as the number of sessions, session duration, operating systems, updates, purchases, or region) will be sent to Google Firebase. Google stores ID-related data for a period of 60 days, after which personal information is aggregated. The Foundation only has access to aggregated data.

You can disable the Google Analytics for Firebase feature in this App's settings.

In addition, because of our legitimate interests in ensuring a working App, we use Firebase Crashlytics, a crash reporter, to help us track and fix stability issues that affect the quality of your App. If the App shuts down unexpectedly during use due to an error, information about the nature of the error and the device will be sent to Google Firebase Crashlytics to help resolve the error. No personal data will be recorded. The information is kept by Google for 90

days.

For more information on how Google processes your information when you use our App, visit [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners).

The user can be notified by Push Message when new documents are ready for them. For this they must agree to the receipt of Push Messages. For all users, user and device identifiers are stored on Google Firebase Cloud Messaging, and if an iOS device is used, it is logged in to the Apple Push Notification Service. The Push Messages are sent via these services.

When the user uses the App, the App accesses other IT systems of the Foundation to query the pension fund data, identify the user, etc. These accesses are recorded. The access data are only evaluated for monitoring and error analysis and deleted after 60 days at the latest.

- Data transfer

The Foundation will only disclose personal Data of the App user to third parties for the purposes set forth in this Privacy Policy, or grant access to it if there is a legal obligation or permission to do so, if the disclosure is required to assert, exercise or defend legal claims or for the execution of contracts and business activities, or by consent of the user. In particular, these third parties include service providers, such as IT providers or app developers, who provide services on our behalf.

These service providers are usually located in Switzerland or in the EU. Unless a transfer of personal Data to a country outside the EU that does not provide adequate data protection, including the US, is exceptionally required, such a transfer will only be made where necessary for the execution of the contract or the determination or exercise and enforcement of legal rights and based on reasonable Data transfer contracts or on your express consent.

- Duration and location of Data storage

The user Data is stored in the applications of the foundation and its service providers. It is stored for as long as necessary for the fulfilment of contractual and legal obligations as well as for the purposes described in these Terms of Use and Privacy Policy, as well as in accordance with statutory retention and documentation obligations. As soon as the Data is no longer required for the above purposes, they will be deleted and anonymised as far as possible.

- users' rights regarding their Data

Under certain conditions, the user has the right to information, Data correction, Data deletion, restriction of Data processing, revocation of their consent and, if applicable, Data portability. If the Foundation processes user Data based on its legitimate interest or for direct mail (newsletter), the user has the right to object to the processing of their data. It should be noted, however, that these rights are not absolute and the Foundation reserves the right to enforce the limitations imposed by law.

The user also has the right to file a complaint with the competent data protection authority or to enforce their claims in court.

In order to exercise their rights the user may contact the Foundation as described in sec. 19 "contact points".

Please note that the Foundation reserves the right to request proof of identity, to demand a copy of the user's ID or any other information.

## **14. Ownership/Licensing of information and features**

All information and functions accessible through the App are owned exclusively and comprehensively by the Foundation (in particular, copyright, trademark, design and other rights), unless otherwise stated. The Foundation grants the user a non-exclusive, non-transferable, royalty-free license to download, install and use the App as part of the intended Information and Functions. Any and all total or partial republication, modification, linking, use, transfer, complete or only partial copying of the App or the Information and Functions is prohibited without the prior written consent of the Foundation.

## **15. Ownership/Licensing of trademarks**

"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 trademarks of Apple Inc. or Google Inc. No part of the information and features is designed to confer any license or right to use a registered trademark or logo.

## **16. Costs**

The Foundation makes the App available for free. It should be noted, however, that downloading and using the App may incur connection costs for data transmission. The Foundation recommends that the user clarify this question with their mobile service provider.

## **17. Changes to the terms of use and privacy policy**

The Foundation reserves the right to change these Terms of Use and Privacy Policy at any time. Any such change will be communicated to the user by electronic display or notice in the App or by any other suitable means and shall be deemed to be approved if not objected to within 30 days of the date of notification. In case of rejection or contradiction, access to the App will be stopped immediately.

## **18. Applicable law, area of jurisdiction**

- All legal relationships between the user and the Foundation are governed by Swiss law.
- Place of performance, place of debt collection for users with foreign domicile and - subject to other mandatory jurisdiction provisions in favour of the user - the exclusive place of jurisdiction for all types of proceedings is Basel.
- However, the Foundation also has the right to sue the user at any other legally competent court or place of enforcement.

## **19. Contact points**

The Foundation is the party responsible for the administration of the App and the processing of your personal Data. In case of questions, for support, or to exercise your privacy rights, please contact the Helpdesk or the Foundation directly. The helpdesk is available during normal business hours or, if applicable, at the service times listed on the website.

CONVITUS Sammelstiftung

Dornacherstrasse 230

4018 Basel

Helpdesk (including blocking) +41 (0)61 337 17 91

E-Mail [info@convitus.ch](mailto:info@convitus.ch)

[www.convitus.ch](http://www.convitus.ch)