

## Terms of Use active365 app

### A. General Information

1. These Terms of Use govern the usage of the free active365 app as well as the relationship between eTherapists GmbH, Lobeckstrasse 36-40, 10969 Berlin, Germany, (hereinafter referred to as “eTherapists GmbH”, “eTherapists”, or the “Provider”) as the Provider of the free active365 app (hereinafter referred to as the “App”) and the user of the App (hereinafter referred to as the “User”). To clarify: The User at no time enters into a contractual relationship with a company of the CSS Group (the CSS Group comprises CSS Holding AG as well as its subsidiaries) by downloading, installing, accessing, or using the App. For better legibility, certain personal designations are kept in the masculine form; naturally, these also apply to female individuals.
2. Use of the App is subject to the User’s prior consent to the Terms of Use. The App may not be used without said prior consent to the Terms of Use. By downloading, installing, accessing, or using the App, the User acknowledges and accepts, without reservation and in a legally binding manner, the Terms of Use. With their consent to the Terms of Use, the User additionally bindingly declares that they have actually read, understood, and accepted in full and without reservation the Terms of Use.
3. The App can be downloaded free of charge from the Apple App Store or Google Play Store (hereinafter both referred to as an “App Store”). The terms and conditions of the relevant App Store apply to the downloading of the App.
4. The App is currently available in the following languages: German, French, Italian, and English.
5. Through the App, the User can collect points (“activePoints”) to reward healthy behaviour, by carrying out the activities or actions specified in the App, or by achieving targets for the activities and actions permissible in the App as set by the User themselves (jointly and individually referred to as “Activities”). The App contains a description of the Activities. The User can connect health apps or fitness trackers approved for use with the App to the App.

Users who are in a current contractual relationship with CSS Versicherung AG or INTRAS Versicherung AG under the Swiss Insurance Contract Act [Versicherungsvertragsgesetz, VVG] (hereinafter “Insurance Relationship”) and who were verified prior to use by voluntarily submitting their customer number and date of birth (“Verified Users”), can trade the collected activePoints against monetary benefits (bank transfer), donations to charitable institutions specified by the App, or vouchers for the online shop [www.enjoy365.ch](http://www.enjoy365.ch) (jointly and individually referred to “Payout”). An insurance scheme which the user has purchased for less than one year (e.g. taking out travel insurance for 17 or 31 days) does not entitle the User to a payout of collected activePoints. If the User enters into a new insurance relationship, it may take up to 48 hours before the User can verify themselves as a verified user and only then is it possible to pay out collected activePoints. To clarify: The terms for Users specified in these Terms of Use also apply to verified Users.

6. Payouts of activePoints to Verified Users are made by eTherapists GmbH. Payouts are financed by CSS Holding AG.
7. To respond to User support requests, the Provider uses the services of CSS Kranken-Versicherung AG. The use of the services of CSS Kranken-Versicherung AG by the Provider does not result in a contractual relationship between CSS Kranken-Versicherung AG and the Users; the sole relationship is with the Provider.
8. The App is divided into a general section and a special, verified section exclusively available to Verified Users:

#### General section, available to all users.

##### 1) Health Activities

- a. The mindfulness section (primarily) offers audio exercises in mindfulness, such as meditations
- b. The sports section offers movement exercises. Tracker-generated data (such as steps) can additionally be loaded and shown
- c. The learning section uses videos, texts, and audio exercises to inform Users about the following health topics:

- i. Mindfulness
- ii. Movement
- iii. Nutrition

2) In addition, further activities can be completed. These include unique welcome activities, challenges and similar. Further information can always be found in the App itself or in the descriptions of the individual activities.

#### Verified section

All Activities successfully completed in the general section generate activePoints, which can be paid out to Verified Users in the verified section. This is subject to prior successful verification of Verified Users (cf. Clause 5 above as well as Letters D and F below).

Payouts can be made in the following ways:

- Bank transfers, with specification of an IBAN number (starting with CH) of a bank account with a Swiss bank and the first and family name of the account holder.
- Voucher for the online shop [www.enjoy365.ch](http://www.enjoy365.ch)
- Donation to a charitable organisation specified in the App More details can be found in the App.

## **B. Conditions of Participation**

9. A smartphone capable of running the App, with an operating system that supports the App as well as an Internet connection, is required to use the App. The App is not compatible with all smartphone operating systems; as a result, the App cannot be used with an incompatible operating system. Offline participation is excluded. The User is responsible for the data rates of their mobile communications provider or network provider as well as all other fees, costs, and taxes associated with the use of the App. Individual App features may require the transfer of large data quantities, potentially resulting in high data transmission fees if these data are transmitted through a data connection, above all when roaming abroad. Use of the App through domestic and international mobile networks or Internet connections is at the User's own risk, and might generally result in high costs.
10. On general principle, the App is available to natural persons who are at least 18 years of age at the time of use, have the ability to act in a sound manner, and are a resident of Switzerland. Minors who have reached the age of 16 and have submitted a signed declaration of consent from their legal representatives are also eligible to participate.
11. Verified Users can redeem the activePoints collected in the App against monetary value, donations, or vouchers for the online shop [www.enjoy365.ch](http://www.enjoy365.ch) (cf. Letters D and F below).
12. When using the App outside of Switzerland, applicable laws of the state in which the User is located might apply. This is outside of the influence of the Provider. No guarantee can be given that the information and features of the App can be used outside of Switzerland or that either accessing or taking knowledge of these is legal. Neither can it be guaranteed that the App and/or its use is legally permissible outside of Switzerland on general principle. Use of the App outside of Switzerland is solely at the User's own risk.
13. No claim to use of the App exists. If the Provider grants the User the right to use the App, this gives the User a non-exclusive right, unlimited by time and location, to use the App for private, non-commercial purposes in line with these Terms of Use (Licence). This Licence can be revoked at any time through informal termination on the part of the User or Provider, e.g. with the User deleting their user account or the Provider denying or suspending access to the App without providing grounds or deleting the user account of the User without providing any grounds. Deletions of user accounts are not communicated. The rights of the User under the Licence automatically/directly lapse in the event of non-compliance with the Terms of Use on the part of the User, without this requiring relevant notification from the Provider. After termination or automatic cessation of the Licence, the User must discontinue all use of the App and destroy or delete all copies of the App from their device. Any deletion of the User account, regardless of whether done by the Provider or User, is irrevocable, and no subsequent claim to Payout of collected activePoints for Verified Users exists.

### **C. Registration/Logging in and out**

14. Users register with their own e-mail address and set an individual password. On providing an e-mail address and specifying a password, the User registers for a user account, which includes assignment of a User ID (cf. Clause 16 below). It is recommended to change the password at regular intervals. Alternatively, the Google Service "Google Sign-In" or Apple Service "Sign in with Apple" can be used. When using these services, the terms of Google or Apple apply, respectively.
15. If the User opens the App after successful registration, they are already logged in. The User has the option of logging out of the App. In this case, they must enter their login details (e-mail address and password) again when relaunching the app.
16. On registration of the App User, the Provider generates a pseudonymized User ID and assigns it to the user. When requesting support, the User must disclose their User ID to CSS Kranken-Versicherung AG, to allow the latter to process support requests.

### **D. Verification to assess whether an Insurance Relationship exists**

17. Users must have a current Insurance Relationship to have their collected activePoints paid out (cf. Clause 5 above). An evaluation of whether such an Insurance Relationship is currently valid, and therefore exists, is at the sole discretion of the Provider. To verify whether the User has a current Insurance Relationship, the User independently and voluntarily enters their customer number and date of birth into the App. The customer number and date of birth specified by the User are matched using pseudonymised hash values, which are sent by CSS Kranken-Versicherung AG to the Provider, to verify whether the User has a current Insurance Relationship with CSS Versicherung AG or INTRAS Versicherung AG. Only Verified Users can have their collected activePoints paid out.

### **E. Changes to the Terms of Use**

18. The Operator reserves the right to make changes to these Terms of Use, including but not limited to the modalities or conditions relating to the activePoints eligible for Payouts, at any time, without prior announcement and without providing grounds. The currently valid version, which the User must accept to continue using the App, applies.

### **F. activePoints**

19. The User can collect activePoints by carrying out the Activities specified by and/or approved by the App, or by carrying out Activities permissible in the App as set by the User themselves. The applicable terms and supporting evidence to be met and provided, respectively, are specified in the descriptions on the Activities in the app, and vary from one Activity to the next. The selection of the Activities, number of rewarded activePoints, conditions, as well as eligible supporting evidence are at the sole discretion of the Provider, and these can be changed at any time without providing grounds. After selecting one form of Payout, no subsequent changes can be made to another form.

Any sweepstakes associated with Activities may have their own provisions. These will be specified in the description of the relevant Activity or action.

20. The number of activePoints as well as their converted cash value in Swiss francs for Verified Users shall be determined by the Provider at its own discretion, as well as on a case-by-case basis for every Activity. The Provider can reduce or delete activePoints as well as their converted cash value in Swiss francs.
21. On successfully completing Activities specified by the App or permissible Activities independently selected by the User, or after meeting all the requirements which apply to the Activities while providing evidence (cf. Clause 27 below), the number of activePoints specified by the Provider is credited to the User account of the Verified User. A limited number of activePoints can be collected per calendar year, and the converted value in Swiss francs is limited as well.

22. Verified Users have the option of converting collected activePoints into either a monetary payment (bank transfer) or a voucher for the online shop [www.enjoy365.ch](http://www.enjoy365.ch). Cash Payouts are excluded. The User can also donate their collected activePoints to a charitable institution specified by the App. activePoints can only be paid out to a bank account with a Swiss bank specified by the User. Verified Users cannot make any claims to Payout of activePoints. The Provider can, at any time and without providing grounds, reject Payouts to Verified Users, either in part or in full.
23. The Provider is entitled to at any time make corrections related to activePoints (deduction or deletion of activePoints), if there was an error and a User was credited activePoints without being entitled to them. This might for example take place if a later check reveals that a User has specified false information. The right to make corrections at any time is at the sole discretion of the Provider, without providing grounds.
24. activePoints are always valid from the moment of crediting to the User account up to the end of the following calendar year, i.e. always at least 12 and max. roughly 24 months, after which they automatically and irrevocably lapse without compensation. On cancellation of a licence or deletion of a User account (cf. Clause 13 above) — be it by the User or the Provider — all activePoints collected up to that point will also lapse irrevocably and without compensation. Collected active- Points can neither be transferred nor inherited.
25. The Verified User has the option of redeeming activePoints converted into vouchers in the online shop [www.enjoy365.ch](http://www.enjoy365.ch). The vouchers have a limited period of validity and said period can be shortened by the Provider at any time without providing grounds. The conditions of the online shop [www.enjoy365.ch](http://www.enjoy365.ch) apply, which can be accessed on the same page. Vouchers that are not entirely redeemed at [enjoy365.ch](http://enjoy365.ch) in terms of value do not entitle to payment of the difference, and the difference is lost without compensation.

## **G. In-App and Push Notifications**

26. The User receives feedback on completed Activities in the App through in-app and push notifications. These additionally inform them about Activities with time restrictions and other health-related topics. The User can deactivate and reactivate the delivery of in-app and push notifications on their device at any time.

## **H. Evidence of activities/types of evidence/retention duration**

27. The user can provide the following types of evidence, depending on the Activity in question:
  - Photo upload
  - Fitness tracker connection
  - Uploading documents

Other types of evidence might be accepted as well; the User will be informed hereof through the App.

Photographic evidence submitted through the photo upload feature is automatically checked using a Google image checking service, where possible. Google processes these images in the US and solely for the purpose of checking whether they meet the requirements for the granting of activePoints. Google temporarily stores the images for a short period, after which they are deleted. If the automatic image check by Google is unsuccessful, authorised eTherapists employees will carry out a manual check (cf. for more details “Google Cloud Platform Licence Agreement”: <https://cloud.google.com/terms> and “Data Processing and Security Terms”: <https://cloud.google.com/terms/data-processing-terms>).

Whether the User has provided evidence for successfully completing a specific Activity or not is at the sole discretion of the Provider. The Provider will make a decision without specifying grounds.

28. The User must submit their evidence to the Provider by the end of the Activity at the latest. Evidence must be submitted using the formats and under observance of the requirements specified in the App. Photos and documents may not be submitted in any other way.

29. The Provider reserves the right to retain all evidence of the User (e.g. photo uploads) substantiating the issuing of activePoints credits in the User Account as well as their Payouts to Verified Users. The User understands that the Provider will store the vouchers used by them for the duration of three years, after which they are deleted immediately. The User is responsible for redeeming the vouchers before expiry of this period in the online shop [www.enjoy365.ch](http://www.enjoy365.ch). Regardless, the Provider can shorten the validity of vouchers before expiry of this period at any time, without providing grounds.

The User can log out of the App or delete their User account at any time, free of charge. As regards deletion of evidence, Paragraph 1 takes precedence over this paragraph.

eTherapists and CSS Holding AG will store data or information related to Payouts of activePoints for ten years from Payout or invoicing, unless said data or information are subject to shorter or longer statutory retention periods in individual cases, they are required for purposes of substantiation, or if there is another exception under applicable law or earlier deletion is required (for example, because the data or information are no longer required or eTherapists or CSS Holding AG is obligated to their deletion).

## **I. Obligations of the User**

30. When using the App, the User may never do the following (list is not exhaustive):
- create several accounts for one and the same person;
  - infringe against the law or good morals with their usage behaviour (e.g. photo upload);
  - infringe against industrial property rights and copyrights or other ownership rights;
  - transmit content with viruses, so-called Trojan horses, or other pieces of programming that can harm software;
  - enter, store, or send hyperlinks or contents which they are not entitled to, above all when these hyperlinks or contents infringe against secrecy obligations or are unlawful;
  - distribute advertisements or unsolicited e-mails (so-called spam) or false alerts about viruses, failures, or similar, or to invite people to participate in sweepstakes, pyramid selling, chain letters, Ponzi schemes, and similar actions;
  - use the App for commercial purposes;
  - manipulate App features or content as well as collected data (e.g. manipulating steps or collected activePoints, etc.);
  - bypass, deactivate, decrypt, or in any other way circumvent technical measures implemented for the protection of the App or its content, or to make impermissible changes to the User end device in any other way, e.g. deactivating hardware or software checks ("jailbreaking").

An evaluation of whether the User is in breach of an obligation is at the discretion of the Provider.

## **J. Blocking of the User account in the event of improper use**

31. The Provider reserves the right to block the User account at any time, without providing compensation or grounds, in the event of breaches against these Terms of Use as well as improper use. An evaluation of whether a case constitutes improper use is at the sole discretion of the Provider. In the event of breaches against the Terms of Use, the Provider additionally has the right to demand compensation for any incurred damages and to initiate any steps under criminal law.

## **K. Rights of use to information, software, and documentation**

32. Use of the information, software, and documentation provided through the App is subject to these terms. Any licence conditions agreed separately, for example when downloading software, take precedence over these terms. The Provider grants the User a non-exclusive and non-transferable right to use the information, software, and documentation provided through the App to the agreed scope, or, if no scope has been agreed, to the scope relevant to the purpose intended by the Provider with provision and transfer. Said information, software, and documentation may never be distributed, rented out, or transferred in any other way by the User. The information, software, and documentation are protected under both copyright laws as well as under additional laws and agreements on intellectual property. The User is obligated to observe these rights.

## **L. Intellectual property**

33. Information, brand names, the design, and other contents of the App may not be changed, copied, reproduced, sold, rented out, traded, used, supplemented, or used in any other way without the prior written permission of the Provider. No rights of any form whatsoever are granted to the User outside of those rights to use or other rights expressly granted herein, including but not limited to the company name and industrial property rights such as patents, utility models, or brands, nor is the Provider accordingly obligated to grant such rights. If the User stores ideas or tips in the App, the Provider has the right to use these to develop, improve, and distribute the products from its portfolio against no fee.

## **M. Hyperlinks to third-party websites**

34. The App can contain hyperlinks to third-party websites. The Provider does not assume any liability for the contents of these websites, seeing as how the Provider is not responsible for the content and information these sites contain. Their use is solely at the User's own risk.

## **N. Use of the App at the User's own risk**

35. Use of the App is solely at the User's own risk. The User can find a range of information on health, fitness, and similar topics in the App, which are provided for informational purposes. The App does not constitute medical advice, medical examination, or treatment, and never replaces a visit to a doctor. If the User is suffering from a medical condition or has a pre-existing condition, they must first consult with their doctor before participating in an Activity through the App. The same applies to pregnant women. In the event of a medical emergency, seek the help of a doctor or medical specialists; the same applies to specific questions on treatment, care, and symptoms. In the same vein, the Provider does not assume any liability for any health issues the User might experience resulting from the Activities, exercise programmes, or events.

## **O. Waiver of liability and warranty**

36. The Provider does not assume any warranty for the continuous and error-free functioning of the App.

The Provider reserves the right to temporarily suspend the crediting of activePoints, above all in instances of force majeure or whenever there are technical problems and/or system disruptions. The User shall not be entitled to any retroactive crediting of activePoints in these instances.

The Provider cannot provide support for all App disruptions; similarly, the Provider rejects all liability for damages, either material or immaterial, resulting from the use of the App or technical disruptions, to the extent permissible by law.

The Provider shall not be liable for any costs the User might accrue through use of the App.

To credit activePoints for sports Activities, the Provider uses motion data of other applications (Apple Health, Google Fit, etc.), which the User has connected to the App by him-/herself. Accordingly, the Provider cannot assume any liability for the accuracy or correctness of these data.

The Provider reserves the right to make changes to App features at any time.

The information provided by the Provider through the App is carefully checked and made available, in line with the current state of research. Nevertheless, the Provider cannot assume any guarantee that said information is accurate, complete, appropriate, or up to date.

Data transmissions with the Provider through the features of the App take place through connections that meet modern and current security standards. Nevertheless, the Provider cannot assume any liability for the proper functioning and absolute security of data transmissions.

The Provider rejects liability for material defects and defects of title to the extent permissible by law. In other respects, any liability of the Provider as well as of involved third parties is excluded, which in particular applies to but is not limited to consequential damages, if no mandatory liability exists because of legal provisions as a result of intent or gross negligence, because of damage to life, health, or limb,

because of the party assuming a warranty of quality, because of malicious concealment of a defect, or because of the breach of cardinal contractual obligations. However, compensation for breaches of essential contractual obligations shall be limited to foreseeable damages typical to the contract in question, except in cases of intent or gross negligence.

Even with the Provider continuously endeavours to keep the App free of viruses, no such guarantee can be given. Before downloading the information, software, and documentation, the User is informed to take appropriate security measures and put virus scanners in place to prevent both themselves and the App against viruses.

## **P. Data Privacy**

37. The company eTherapists GmbH, Lobeckstrasse 36-40, 10969 Berlin, Germany, is the owner and Provider of the App.

If CSS Kranken-Versicherung AG receives personal data of a User for any reason, e.g. because of a support request submitted by a User of the App while disclosing their identity, CSS Kranken-Versicherung AG guarantees compliance with the data protection law to which it is subject. In this case, CSS Kranken-Versicherung AG solely processes the data of the User to respond to any requests of the User, while observing applicable data protection law. App Users are at no time obligated to provide personal data to CSS Kranken-Versicherung AG. This is not required to use the App nor to direct support requests to CSS Kranken-Versicherung AG as an involved third party. activePoints can be collected and Payouts can be made through the App without providing any personal data to CSS Kranken-Versicherung AG. This also applies to all other companies of the CSS Group. "Personal data" are all information relating to a specific or identifiable person.

38. eTherapists is the controller of data collection carried out as part of the use of the App. The data disclosed by the User to the Provider are processed in Germany.

The User has the right to request information on the data eTherapists stores and processes on their person, as well as to the correction or any supplementation of said data, to object to processing of their data, and to — if permissible by law — request their deletion.

Requests for information, correction, or deletion of User data must be made in writing, together with a signed request specifying the address of the User as well as a copy of their passport or ID card, addressed to the following controller:

eTherapists GmbH  
Lobeckstrasse 36-40  
10969 Berlin

## **Registration and verification**

To complete the registration process, the Provider requires the e-mail address of the User, as well as a password chosen by the User.

When using the Google service "Google Signin" to create a user profile, the email address from the Google user account used will be transmitted to the operator. This data is only used for registration and registration purposes. Through the Google Sign-In Service, Google recognizes information about logging in to the app. Other data, such as use of the content, services provided and submitted data, will not be shared or passed on with Google.

Further information on the use of data by Google (Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA), setting and objection options, can be found in Google's privacy policy at <https://policies.google.com/>.

To complete the verification process for Verified Users, the Provider requires the customer number and date of birth of the User. These data are matched to pseudonymised values, which are provided by CSS Kranken-Versicherung AG. This is done to verify whether the User has a current contractual relationship for insurance with CSS Versicherung AG or INTRAS Versicherung AG (Swiss Insurance Contract Act [Versicherungsvertragsgesetz, VVG]).

## **Selection of Activities that entitle Users to collect activePoints**

To select Activities for which the User wishes to receive or collect activePoints, they click on corresponding features in the App.

## **IBAN number as well as first and family name**

To pay out activePoints collected by Verified Users, they must provide an IBAN number with a Swiss bank with the first and family name of the account holder.

## **Matching motion data for sports Activities**

If the User connects their health app (Apple Health, Google Fit etc.) or fitness tracker (Garmin, etc.) with the App to receive activePoints, they expressly consent to the App regularly checking the data it receives from all connected health apps or fitness trackers. This check is used to verify whether activePoints can be credited for a sports Activity (sufficient number of steps, heart rate, or calories in a specific period). The User can activate/deactivate this connection at any time through the App. If the User wishes to use the service of a cooperating third-party provider for tracking purposes (e.g. Thryve Health, Google Fit, and Apple Health Kit), personal data on registration and use are exchanged. The Provider will at no time transfer personal data of the User, such as number of steps, heart rate, or calories, or information on the completed Activity, to companies of the CSS Group.

## **Direct marketing in the App**

The Provider is entitled to regularly inform the User on CSS Group products and services and to initiate marketing measures related to these.

## **Usage data**

The following data are processed by eTherapists related to usage of the App by the User, to allow crediting of a varying number of activePoints on completion of an Activity by the User:

- Pseudonymised User ID
- Date
- Completion of an Activity, daily unit, programme, or other
- Category (movement, nutrition, mindfulness)
- Sub-category:
- For movement: strength, endurance, weight management, mobility
- For nutrition: weight management, healthy nutrition
- For mindfulness: relaxation, focus, motivation, sleep
- Usage patterns

As the Provider of the App, eTherapists furthermore collects and processes the following data:

- Type of device on which the App is stored
- Operating system and version on the device
- Dynamic IP address
- Interactions within the App
- Data registered by the User within the App (e.g. IBAN number, first and family name, gender, size, allergies, weight, and age)

The Provider processes the data transmitted to it by the App together with the User ID to send in-app messages, to assign activePoints to the User within the App, as well as to clarify any questions if the User contacts the Provider directly. The Provider furthermore processes the User ID to activate, block, and delete the User account in the App. The Provider furthermore processes the data of the User to safeguard the operation and functioning of the App and to compile pseudonymised overall user statistics. Moreover, eTherapists can process the data of a User to respond to any questions they might directly submit to eTherapists.

Additionally, the Provider processes the following data to make improvements to the App:



Session data related to visits to the App (including the duration and frequency of visits, language and country default settings, information on the browser and computer operating system, Internet protocol addresses, search terms and search results, submitted reviews);

The App uses the Adobe Analytics analysis tool, a product of Adobe Systems Software Ireland Limited (4–6 Riverwalk Citywest Business Campus Dublin 24 Republic of Ireland). When the User installs the App, Adobe Analytics stores data in an pseudonymised manner, including but not limited to technical records on App installations, registration and first opening of the App, interactions within the User account, the categorization of users into age groups, the number, type, and conclusion of Activities, fitness trackers connected to the App (which type of fitness tracker is to be connected), clicks on banners and links within the App.

The App uses the developer platform “Google Firebase” and associated features and services, provided by Google LLC 1600 Amphitheatre Pkwy Mountain View, CA, 94043 USA.

Google Firebase is a platform for developers of applications (“apps”) for mobile devices and websites. Google Firebase offers a range of features, presented on the following overview page: <https://firebase.google.com/products/>. eTherapists uses the following services of “Google Firebase”:

- “Cloud Messaging” to send push notifications
- “Dynamic Links” for a seamless user experience
- “Crashlytics” to keep an overview of App crashes and App performance.
- “Firebase Analytics” to evaluate User interactions.

Firebase Analytics is designed to measure the way in which Users interact with an App. So-called “Events” are collected, such as opening of the App for the first time, deinstallation, updates, crashes, or the frequency of App usage. The information processed using Google Firebase is possibly used together with additional Google services, such as Google Analytics and the Google Marketing services. In this case, only pseudonymised information, such as the Android Advertising ID or the Advertising Identifier for iOS, is processed to identify mobile devices of the User. Users can find more information on Google’s use of data for marketing purposes on the overview page:

<https://www.google.com/policies/technologies/ads>; The Privacy Policy of Google can be accessed at <https://www.google.com/policies/privacy>. Google is certified under the Privacy Shield Agreement, guaranteeing that the level of data protection meets that of European data privacy law (<https://www.privacyshield.gov/participant?id=a2zt000000001L5AAI&status=Active>).

The User understands that the Provider will, in certain cases, install cookies in the storage of their end device to operate the App, given that they have provided their consent. If said consent is not given, functionality or use of the App might be restricted.

### **Right to transfer data to third parties**

39. eTherapists has the right to transfer or disclose data of the User to third parties, if said transfer or disclosure is considered necessary to observe applicable laws and provisions, to participate in internal and external audits, as well as for financial auditing purposes, during legal proceedings, on request of the competent courts and authorities, or for other reasons, to protect and defend its rights and property.

### **Technical and organisational measures to protect data**

40. eTherapists has taken the necessary technical and organizational security measures to protect the data from unauthorised access and unauthorised data processing. These measures are checked regularly and adapted to the state of the art.

### **What information does CSS Holding AG and CSS Kranken-VersicherungAG receive from eTherapists?**

41. A varying number of activePoints are assigned on completion of an Activity. If a Verified User requests the Payout of activePoints collected in the App, the Provider transfers the following data to CSS Holding

AG, for the purpose of settling and invoicing of the Payout made by the Provider to the Verified User as well as for analysis purposes and the further development of the App:

- Pseudonymised User ID
- Number of collected activePoints for the pseudonymised User ID
- Evaluation of the user behaviour in pseudonymisedform using Adobe Analytics (cf. Clause 38 above)

As the Provider of the App, eTherapists GmbH shall not transfer any personal data of the User to the companies of the CSS Group, such as the number or type of Activities completed. Similarly, no information voluntarily stored by the User in the App settings, such as gender, size, allergies, weight, and age, shall be transferred.

### **Feedback Funktion**

42. To submit support requests, the User of the App can contact CSS Kranken-Versicherung AG, as the party involved by eTherapists, using the contact feature of the App or the fee-based phone number 0844 277 365. If CSS Kranken-Versicherung AG is unable to respond to the request, CSS Kranken-Versicherung AG forwards the request to eTherapists together with the pseudonymised User ID of the User.

### **Q. Final provisions**

43. If any provisions of these Terms of Use are found to be invalid, ineffective, or unrealisable, this shall not affect the validity, effectiveness, and realisability of the remaining provisions of these Terms of Use. Any issues or disputes arising from the use of the App exclusively fall under Swiss law to the express exclusion of provisions of international private law, to the extent permitted by law. Mandatory provisions under international private law shall remain reserved. The exclusive court of jurisdiction is Zurich; compulsory courts of jurisdiction remain reserved. If there are any ambiguities and/or contradictions between the German, French, Italian, or English text of these Terms of Use, the German text shall be decisive.

Version 1.3; eTherapists GmbH, Berlin, June 2022