

User Agreement for the myCSS app

Version 08.2016

The use of the "myCSS" application and its content (integrated and downloaded online) (hereinafter referred to collectively as the "myCSS app") requires your prior consent to the following User Agreement between CSS Kranken-Versicherung AG, Tribtschenstrasse 21, 6005 Lucerne (hereinafter "CSS Insurance"), as the provider of the myCSS app and you as the purchaser/user of the myCSS app (hereinafter "User Agreement"). By downloading, installing or using the myCSS app from the iTunes App Store (hereinafter "App Store Operator"), you expressly declare

that you agree to be bound by all of the provisions and conditions of the User Agreement. The App Store Operator is not a party to this User Agreement. Rather, it is a third-party beneficiary with the right, to the extent permitted by law, to enforce the present provisions and conditions in its relationship with you.

Please note: A number of the provisions and conditions of this User Agreement have been included further to the requirements of the App Store Operator, via which the myCSS app is offered.

Table of contents

1	Object and scope	2
2	Licence/Use of the myCSS app	2
3	Updates/Upgrades	2
4	Intellectual property rights	2
5	Complaints and support	2
6	Exclusion of warranty	2
7	Liability	3
8	Termination/Cancellation owing to a breach of the User Agreement	3
9	Amendments and deactivation	3
10	Data protection	3
11	Applicable law and place of jurisdiction	3

1 Object and scope

The myCSS app is made available by CSS Insurance. CSS Insurance is a company of the CSS Group.

The myCSS app is a platform for mobile devices which permits access to the myCSS client login portal, and a personal tool and information medium for insurance and health matters. It is aimed exclusively at users who are resident in Switzerland.

2 Licence/Use of the myCSS app

Once you have agreed to the provisions and conditions of the User Agreement, and to the extent permitted by the conditions of use and guidelines of the App Store Operator, which must also be observed, CSS Insurance grants you the non-exclusive, personal, non-transferable right to use the myCSS app exclusively for personal and non-commercial purposes and exclusively on your own devices (smartphones and tablets that you own or that you otherwise control), and also to install and to use the myCSS app in accordance with the authorisation of the App Store Operator. This right may be revoked at any time.

This licence does not permit you to install or to use the myCSS app on a device that you do not own or that you do not otherwise control. Without the prior written consent of CSS Insurance, it is forbidden to use the myCSS app in a way that is not provided for in this User Agreement, or to transfer or to lend it to a third party. You do not have the right to show all or parts of the myCSS app as part of a public performance or presentation, even if no fee is charged for that performance or presentation. Furthermore, without authorisation you are not permitted to sell, rent, lease, copy, modify, amend, further distribute, publicly display, transfer, transmit, change, decompile, reverse engineer, take apart, obtain the source code for, or sub-licence the myCSS app, make it available to third parties for their use or for one of the aforementioned purposes, or to transfer or assign your rights to the myCSS app to any third party.

You do not incur any costs with CSS Insurance for downloading, installing or using the myCSS app. You may, however, incur costs according to the rates of the domestic or foreign telecommunications providers involved, as selected by you. Certain functions within the myCSS app may result in the transfer of large volumes of data, so that you may incur high fees for the transmission of this content via a data connection.

3 Updates/Upgrades

CSS Insurance reserves the right to update the myCSS app at its own discretion. On no account is CSS Insurance obliged to issue updates, however. The provisions and conditions of this User Agreement also apply to any and all updates and upgrades of the myCSS app which are made available by CSS Insurance and which replace or supplement the originally licensed version of the myCSS app, unless such an update or upgrade is subject to a separate licence agreement. In the latter case, the update or upgrade is subject to the provisions of the separate agreement.

4 Intellectual property rights

All copyrights, trademark and other rights to the intellectual property associated with the myCSS app are the exclusive property of CSS Insurance and its licensors. Specifically, the entire content of the myCSS app is protected by copyright. All rights in relation to the myCSS app that are not expressly granted to you under the terms of the present User Agreement remain with CSS Insurance

and its licensors. The unauthorised use, reproduction or replication of the content or parts of the content of the myCSS app is forbidden. No rights, copyright or trademark rights notices, or other notices, may be removed from the myCSS app.

CSS Insurance offers no guarantee that the myCSS app does not infringe the intellectual property or other rights of third parties, neither does it accept any liability for loss or damage resulting from any breach of the intellectual property or other rights of third parties committed through the use of the myCSS app. The App Store Operator accepts no responsibility for investigating, defending against or settling any third-party claims against the existence or the use of the myCSS app. You are obliged to notify CSS Insurance immediately in writing of any claims made by third parties.

5 Complaints and support

As a rule, CSS Insurance does not provide any support and/or maintenance services in connection with the myCSS app. In the event of defects, operational problems or complaints in connection with the myCSS app, you can report these to CSS Insurance exclusively via the app support form at

https://www.css.ch/de/home/privatpersonen/kontakt_service/auftraege_formulare/app_support.html or to the webmaster.info@css.ch e-mail address.

6 Exclusion of warranty

CSS Insurance makes the myCSS app available to you as is. You download, install and use the myCSS app exclusively at your own risk. Both CSS Insurance and the App Store Operator hereby fully exclude any warranty, whether express or implied, for the myCSS app, neither do they offer any other express or implied promise, guarantee or assurance with regard to the myCSS app. Specifically, they do not warrant that:

- the myCSS app will always function without error or interruption, or will always be available, or that faults will be rectified;
- downloading, installing and using the myCSS app will not result in loss, data corruption, attacks by third parties, infection with viruses or other malware, unwanted interference, hacking or other security-related disruption, such as third parties being able to read or amend data. CSS Insurance accepts no liability whatsoever in this connection. You alone are responsible for securing the data on your system, including the myCSS app stored on your system.

The myCSS app serves only those purposes listed under the "Object and scope" section of the present User Agreement. Its content has been drawn up with care in accordance with the current standard of knowledge. Despite this, neither CSS Insurance nor the App Store Operator is able to offer any guarantee of the correctness, completeness, appropriateness or up-to-date nature for the content conveyed via the myCSS app. This content is no substitute for expert advice. In the event of a medical emergency, immediately call a doctor or the emergency services on the relevant telephone numbers.

Price information and comparisons provided by the myCSS app are for general information purposes only and should not be regarded as binding price quotations or used as a basis for decision-making. Local information (e.g. to locate service providers) and contact details offered via the myCSS app are intended as a general indication only. You cannot rely on this content if you need precise local information or contact details. To the extent permitted by law, CSS Insurance excludes any form

of responsibility should incorrect, inaccurate, delayed or incomplete local information or contact details result in death, physical impairment, property damage, environmental damage or other loss or damage, such as purely financial loss. Neither CSS Insurance nor the App Store Operator offers any assurance of the availability, accuracy, completeness, reliability, suitability or up-to-date nature of price information, comparisons, local information or contact details, or any other data presented by the myCSS app.

You yourself are responsible for the data that you store in the myCSS app. Neither CSS Insurance nor the App Store Provider will review or otherwise guarantee the correctness or completeness of this data.

7 Liability

The liability of CSS Insurance and the App Store Provider for any damage or loss arising from or in connection with the myCSS app, and for any damage or loss resulting from the downloading, installation and use (specifically including data transfer) of the myCSS app is limited to cases of gross negligence and unlawful intent, and in any case to a maximum amount of CHF 50,000. Any further liability is hereby expressly excluded. No liability whatsoever is accepted for auxiliary persons attached to CSS Insurance.

You are responsible for any acts undertaken by third parties in connection with the copy of the myCSS app that is stored on your system. You are liable to CSS Insurance and will indemnify CSS Insurance in full for any and all loss or damage caused by the use of your copy of the myCSS app by third parties (i.e. other users) in a way that is not authorised by CSS insurance. You are responsible for ensuring that these third parties comply with the present User Agreement, and specifically that they are familiar with and abide by the restrictions on liability and warranty.

CSS Insurance is not liable for damage, other inconvenience or costs arising from the incompatibility of the myCSS app with your system or operating environment, including hardware, operating systems, third-party software, peripheral devices or networks.

To the extent permitted by law, CSS Insurance does not accept any liability for the correctness, completeness, appropriateness or up-to-date nature of the information supplied by the myCSS app or made available on the websites operated by CSS Insurance. Specifically, CSS Insurance accepts no responsibility or liability whatsoever for action that is taken or not taken on the basis of information in the myCSS app. In all cases, users follow the information provided via the myCSS app at their own risk.

The myCSS app may contain hyperlinks to websites on the internet (hereinafter: "Third-Party Websites") which are not maintained by CSS Insurance and are not related to it in any way. You click on such hyperlinks at your own risk. The hyperlinks are provided to the user as a courtesy. CSS Insurance is not responsible or accountable for checking or evaluating the content of these Third-Party Websites. The content of Third-Party Websites does not necessarily reflect the opinions of CSS Insurance. CSS Insurance thus accepts no liability or responsibility for the content of such Third-Party Websites, and specifically not for their correctness or completeness.

8 Termination/Cancellation owing to a breach of the User Agreement

The licence remains in effect until it is terminated informally either by you or by CSS Insurance. Termination is

possible at any time. Your rights under this licence are revoked automatically/immediately, without notice from CSS Insurance, if you do not comply with the User Agreement. Once the User Agreement has been terminated or the licence has ended automatically, you must refrain from all usage of the myCSS app and destroy all of the copies of it on your devices.

9 Amendments and deactivation

Should CSS Insurance amend the provisions and conditions of the User Agreement, you will be asked to accept the new User Agreement before you next use the myCSS app or before you download an update or upgrade. As soon as you have accepted the new User Agreement, this will apply to your usage of the myCSS app until you are notified of further amendments.

If you do not accept the updated User Agreement, you will not be able to acquire any further content (INN apps, additional functions, updates and upgrades, etc.) for or from the myCSS app, and the most recent version of the User Agreement that you accepted will continue to apply to your use of the myCSS app. In addition, you may not be able to update or upgrade the app. Should you nonetheless wish to continue using the myCSS app, you acknowledge that you do so at your own risk. CSS Insurance advises against this. Furthermore, if you have not accepted an amended User Agreement, or you have not updated or upgraded, then whether, how long and in what form you may continue to use the myCSS app remains at the discretion of CSS Insurance.

CSS Insurance may add a function to the myCSS app which deactivates it either temporarily or permanently. CSS Insurance may activate this feature without notice and without having to give reasons. There is no entitlement to continue using the myCSS app.

10 Data protection

You consent that, during your use of the myCSS app, CSS Insurance and other companies within the CSS Group may obtain, generate, process and use anonymous tracking data in order to optimise the myCSS app and for statistical purposes. Such tracking data cannot be linked to the user and is intended only to provide information on patterns of use, such as the frequency with which the application is used. This data forms the basis of anonymous statistical analyses and is used to improve the myCSS app.

In order to provide user-specific offers in line with market conditions, you consent that CSS Insurance may record and process your myCSS app usage data (transaction data), as required, within the CSS Group for advisory and promotional purposes.

11 Applicable law and place of jurisdiction

The User Agreement and the use of the myCSS app are subject to Swiss law, to the exclusion of the rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG, the Vienna Convention). Notwithstanding legal venues that are mandatory by law, the sole place of jurisdiction is Lucerne. CSS Insurance may nonetheless also prosecute you at your place of residence.

Lucerne, 1 August 2016