

Terms and Conditions of Participation Edition 06.2016

myStep is an offer provided by CSS Versicherung AG, a company of the CSS Group. By signing up for myStep, participants enter into an agreement with CSS Versicherung AG, Tribschenstrasse 21, 6005 Lucerne (hereinafter "CSS") regarding their participation in myStep. The agreement is based on these myStep Terms and Conditions of Participation. By taking part in myStep, the participant expressly agrees to be bound by all the terms and conditions of these Terms and Conditions of Participation.

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- 1 Object of myStep**
Persons insured with CSS who have a Health Account enjoy voluntary additional services and benefits from CSS that cover all aspects of health promotion and prevention. myStep is an offer available under the "Fitness" offers area of the Health Account. By participating in myStep, persons insured with CSS are paid a bonus, within the scope of their Health Account offer, as compensation for achieving a specified number of steps, recording these with the aid of a compatible electronic activity tracker and synchronising the data with the myCSS client login portal (hereinafter "myCSS"). The synchronised step data is prepared for viewing on myCSS (myStep tab).
- 2 Gender clause**
In order to enhance the readability of these Terms and Conditions of Participation, the masculine form is used throughout this text and refers to persons of both genders.
- 3 Conditions for participating in myStep**
- 3.1 Eligibility**
The following persons are eligible to take part in myStep:
- 3.1.1 Users of myCSS**
Any registered user of myCSS (hereinafter «myCSS User») who satisfies all of the following conditions is eligible to take part:
- they are entitled to the CSS Health Account by virtue of having taken out defined supplementary insurance products (cf. Section 3.2);
 - they have no physical complaints what would preclude them from taking more daily exercise (cf. Section 7)
- On registering to use myCSS, the myCSS User entered into a contract regarding the use of myCSS ("myCSS User Agreement") with the CSS Group insurer concerned. The myCSS User Agreement also applies to the myStep content posted on myCSS.
- 3.1.2 Family members of myCSS Users**
In this context, family members are persons who have health insurance with a CSS Group insurance company and on whose behalf a third party that is registered in myCSS (myCSS User) holds authorisation or exercises the role of premium payer, recipient of correspondence, and/or recipient of benefits. Family members are thus «visible» in myCSS without being registered as myCSS Users and therefore do not have their own access to myCSS. Family members are eligible to take part if they satisfy all of the following conditions:
- they are entitled to the CSS Health Account by virtue of having taken out defined supplementary insurance products (cf. Section 3.2);
 - they have no physical complaints what would preclude them from taking more daily exercise (cf. Section 7)
- 3.1.3 Decision regarding participation in myStep**
CSS makes the final decision regarding eligibility to take part in myStep.
- 3.2 Health Account**
Any entitlement to the Health Account that may exist is shown clearly on the insurance policy.
The Information Sheet on the Health Account and Health Account Bonus, and the information on the Health Account and on the additional services and benefits in the General Insurance Conditions (AVB) and Supplementary Conditions (ZB) of the specified insurance products in accordance with the Federal Insurance Contract Act (VVG) form the basis for the benefits from the Health Account.
- 3.3 Compatible activity tracker**
A myStep-compatible activity tracker is required to take part in myStep. An up-to-date list of manufacturers of compatible activity trackers can be viewed at www.css.ch/mystep.
The "myStep" tab on myCSS and the dashboard (or overview) showing details of the step data are operated by CSS. The manufacturers of compatible activity trackers did not create myStep, do not maintain this application, and are not responsible for its functionality.
Use of the activity trackers and /or the respective manufacturer's platforms may be subject to restrictions (e.g. minimum age). Please refer to the manufacturer's instructions.
- 4 Signing up for myStep**
In order to sign up for myStep, the activity tracker must be registered directly on the platform (account) of the manufacturer in question.
myCSS Users complete the sign-up process for themselves and their family members (cf. Section 3.1.2) in myCSS under myStep (tab Sign-up).
Section 3.a of the myCSS User Agreement states the following in this respect:
The User is responsible for the actions (such as calling up information, orders, and communications or the provision of documents to CSS) that he undertakes via myCSS for himself and on behalf of a (another) Client. Should the User act on behalf of another Client, the User must ensure that he is authorised to do so. The User confirms to CSS that he is authorised to undertake actions via myCSS [for other Clients, as appropriate] in accordance with the Role he fulfils. Should a Client lodge a claim against CSS because the User has acted for that Client without authorisation to do so, the User must indemnify CSS in full for that claim.
- 5 Display of step data in the myStep dashboard**
By taking part in myStep, participants agree that the step data they transmit to CSS may be processed and displayed on myCSS under myStep. In particular, those participants taking part in myStep as family members are aware that their step data can be seen by the myCSS User in the myStep dashboard and agree to this.
- 6 Communications**
CSS may send communications in connection with myStep to participants by email or post or may provide such communications in myCSS, each of which constitutes valid delivery.
Family members (cf. Section 3.1.2) agree that CSS may validly deliver communications intended for them in connection with myStep by providing such communications in myCSS for the myCSS User who holds authorisation or exercises the role of premium payer, recipient of correspondence and/or recipient of benefits in respect of this family member, or by emailing them to the family member's registered email address. Provision in myCSS constitutes delivery of the communications to the family member.
- 7 Physical fitness**
By taking part in myStep, participants declare that their current state of health allows them to take part in myStep. Participants confirm that they do not suffer from any physical complaints that would preclude them from taking more daily exercise and that they have discussed any uncertainties in this respect with the appropriate medical professional/doctor.

8 Term and termination

8.1 Term

This agreement enters into force when the participant signs up for myStep and is concluded for an indefinite period. myStep commences for the participant on activation of his personal myStep dashboard on myCSS.

8.2 Termination

a) This agreement ends either at the time at which the participant ceases to satisfy the eligibility conditions for taking part in myStep (cf. Section 3.1) or when this agreement is terminated by notice by one of the parties (cf. Sections 8b to d).

b) Notice of termination of this agreement may be served by the participant or by CSS at any time.

c) The participant may provide notice of termination via the opt-out function on myCSS under myStep (tab Settings), by email to mysupport@css.ch or in writing to CSS Versicherung AG, Tribschenstrasse 21, P.O. Box 2568, 6002 Lucerne. If notice of termination is given via the opt-out function on myCSS under myStep (tab Settings), the participant's access to myStep will be deactivated immediately and this agreement will end with immediate effect. If the participant gives notice of termination by email or letter, the participant's access to myStep will be deactivated within ten working days of receipt of such notice by CSS. This agreement will end on deactivation of the participant's access to myStep.

Termination of this agreement does not entail the termination of any insurance relationships between CSS and the participant that may exist.

d) Notice of termination from CSS will be served by email or post or provided in myCSS. CSS will inform the participant of the date on which his access to myStep is scheduled for deactivation and this agreement comes to an end.

9 Credits for steps

To receive a bonus from the Health Account as compensation for taking part in myStep, there must be a sufficient balance available in the Health Account on the settlement date AND the participant must have taken at least 7,500 steps a day AND have synchronised the step data on time.

9.1 Sufficient balance in the Health Account

myStep is an offer available under the "Fitness" offers area of the Health Account. The maximum amount that can be drawn in a calendar year in the "Fitness" offers area and in the other offer areas, i.e. "Family", "Exercise" and "Other", and for the Health Account as a whole is determined on the basis of the offer level (Economy/Balance/Premium). These amounts can be found in the Information Sheet on the Health Account and Health Account Bonus. Participants should refer to their insurance policy for the applicable offer level.

For a step bonus to be paid out, on the settlement date the maximum amount for the calendar year in which the participant reached his daily step targets must not yet have been used in full either for the "Fitness" offers area or the Health Account as a whole. All benefits drawn from the Health Account reduce the amount in the Health Account potentially available for the step bonus as such and, depending on the type of benefit drawn, may also reduce the amount for the "Fitness" offers area.

If the "Fitness" offers area or the Health Account as a whole does not have a sufficient balance on the settlement date to pay out the full step bonus achieved, compensation in the amount of the smaller of the two remaining balances will be paid out. If the "Fitness" offers

area or the Health Account as a whole does not have any credit balance, no compensation will be awarded for the steps. In this case, no settlement of benefits will take place. It is not possible to carry amounts over to another year. If more than one benefit from the Health Account is claimed, the priority given to payments will be determined by the timing of the settlement process.

If later, retroactive benefit corrections or cancellations relating to the period that has already been settled result in the "Fitness" offers area or the Health Account once again showing a credit balance, there will be no subsequent retroactive settlement of the step bonuses. This balance can be used for benefits arising later in the calendar year in question.

The current balance of the Health Account can be seen in the myStep dashboard.

9.2 Step credits for 7,500 steps or more per day

CHF 0.40 will be credited to the participant for each day during his participation in myStep on which he takes 10,000 steps or more. CHF 0.20 will be credited to the participant for each day during his participation in myStep on which he takes at least 7,500 but no more than 9,999 steps.

A Health Account benefit arising from participation in myStep will be granted only if the step data is available in electronic form in myCSS under myStep (tab Overview) on the fixed date. Only step data that is automatically synchronised with myCSS will be taken into account in determining the amount of any credits due. Achievement of the required number of steps is determined by the step count recorded in the myStep dashboard.

Current myStep data and step bonuses already paid out can be seen in the personal myStep dashboard. CSS makes the final decision on the amount of the credit as part of the settlement process.

9.3 Settlement /payment of step bonuses

The credits achieved through participation in myStep on the fixed date or date of termination (deactivation) will be paid to participants from their Health Account as follows, provided they have a sufficient balance in their Health Account on the settlement date (cf. Section 9.1).

Step credits for participants who are registered in myCSS and have chosen to have their client documentation, such as benefit statements, delivered in electronic form ("Portal" dispatch type) will be settled for the first time on 31 August 2016. Step credits for participants with the "Portal" dispatch type will subsequently be settled on a monthly basis on the last day of the month in question. For monthly settlement, steps taken and synchronised in the current month and in the three preceding months will be taken into account, provided they have not already been included in an earlier settlement.

Step credits for participants who are registered in myCSS and have chosen to have their client documentation, such as benefit statements, delivered in paper form ("Post" dispatch type) will be settled for the first time on 31 December 2016. Step credits for participants with the "Post" dispatch type will subsequently be settled on a semi-annual basis, i.e. each 30 June and 31 December. For semi-annual settlement, steps taken and synchronised in the current half-year and in the three preceding months will be taken into account, provided they have not already been included in an earlier settlement.

Synchronisations up to and including the fixed date will be taken into account. Payment will be made in the course of the following month.

Once settled, the participant is not entitled to have a credit corrected. Once step data entered in the myStep dashboard for a calendar day has been included in the

settlement calculation, the participant may no longer change this data to make it relevant to the settlement process, i.e. any corrections relating to this data will no longer be taken into account in the settlement process. CSS pays the credits from the Health Account achieved through participation in myStep by transfer to the bank or postal account of the specified recipient of benefits for the relevant supplementary health insurance plans of the participant.

As the length of time for which data is stored varies depending on the manufacturer, synchronising the activity tracker with the manufacturer's account on a regular basis is recommended.

It is no longer possible to synchronise step data following deactivation of access to myStep or upon termination of participation in myStep. Data not synchronised at the time participation in myStep ends or at the time access to myStep is deactivated will no longer be taken into account for settlement.

The offsetting of claims by the participant is excluded.

10 Credit for activity tracker

Insured persons with a Health Account Bonus will receive a credit of CHF 50 towards their activity tracker the first time they synchronise steps with myStep. They are entitled to this benefit once every three calendar years in which they hold the requisite insurance. The credit will be made the first time that steps are synchronised in the eligible calendar year. Payment will be made in the following month.

Any entitlement to the Health Account Bonus that may exist is shown clearly on the insurance policy.

The Information Sheet on the Health Account and Health Account Bonus, and the information on the Health Account and on the additional services and benefits in the General Insurance Conditions (AVB) and Supplementary Conditions (ZB) of the specified insurance products in accordance with the Federal Insurance Contract Act (VVG) form the basis for the benefits from the Health Account Bonus.

CSS pays the credit from the Health Account Bonus for the activity tracker by transfer to the bank or postal account of the specified recipient of benefits for the relevant supplementary health insurance plans of the participant.

11 Status email

By providing their email address as part of the myStep sign-up process, participants agree to receive general myStep information and status emails during their participation in myStep.

These status emails include the step data recorded by the participant and short, informative texts aimed at motivating him to take more exercise and highlighting the advantages of doing so. The myCSS User may deactivate and re-activate delivery of this status email for himself or his family members at any time during participation in myStep under "Settings" on the "myStep" tab on myCSS.

12 Exclusion of warranty and liability

a) Participants take part in myStep/use myStep at their own risk. Unless set out explicitly in these Terms and Conditions of Participation, CSS offers no warranty whatsoever, whether express or implied, for myStep, neither does it offer any other express or implied undertaking, guarantee or assurance in respect of myStep or the data that are transferred in connection with myStep. Specifically, CSS offers no warranty that

myStep will function or be available at all times without error or interruption, that errors will be rectified, or that the transferred data is correct and complete.

- b) Liability on the part of CSS for any loss or damage incurred from or in connection with myStep, and for any loss or damage arising from the use of myStep, is limited to cases of gross negligence and wilful action. Any further liability is hereby expressly excluded to the extent permitted by law. No liability whatsoever is accepted for auxiliary persons attached to CSS.
- c) Access to myCSS and thus to myStep is offered via a public network to which access is unrestricted. To the extent permitted by law, CSS accepts no liability for loss or damage incurred by participants as a result of transmission errors, technical defects, faults, unlawful intervention in telecommunications systems, network overload, the deliberate congestion of electronic points of access by third parties, service interruptions, or other deficiencies.
- d) CSS endeavours to transmit and display the step data correctly on myCSS. To the extent permitted by law, however, CSS accepts no liability whatsoever for the correctness, completeness, appropriateness or current nature of the information available on myCSS and thus also on the "myStep" tab. This exclusion of liability also applies to the content of emails which are sent in the context of myStep. Specifically, CSS accepts no responsibility or liability whatsoever for action that is taken or not taken on the basis of information on myCSS or the "myStep" tab on myCSS or in the previously mentioned emails.
- e) The technical requirements for participation in myStep (activity tracker, etc.) are the responsibility of the participant. CSS accepts no liability for either the provider or manufacturer of the activity tracker, or for the use of the hardware and software required for myStep. Participants are responsible for the proper functioning of the activity tracker, the correct recording of steps and synchronisation of step data with the manufacturer's account. CSS provides no warranty or support of any kind for the activity trackers.
- f) The participant is liable to CSS and must indemnify CSS in full against all loss or damage caused by usage of myStep that is not authorised by CSS.
- g) CSS is not liable for damages or costs of any other kind arising from the incompatibility of myCSS or myStep with the participant's system or operating environment, including hardware (especially activity tracker), operating systems, third-party software, peripheral devices or networks.
- h) myCSS, specifically the "myStep" tab on myCSS, may contain hyperlinks to internet websites which are not maintained by CSS and which are not related in any way to CSS (hereinafter referred to as "Third-Party Websites"). Users click on such hyperlinks at their own risk. The hyperlinks are provided to the User as a courtesy. CSS 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. CSS thus accepts no liability or responsibility for the content of such Third-Party Websites, and specifically not for the correctness and completeness of such content.

13 Security

- a) The encryption system that is used makes it essentially impossible for any unauthorised person to view the data that is provided via myCSS or the "myStep" tab on myCSS. However, even where all of the most technologically advanced security precautions have been taken by both the participant and CSS, it is impossible to offer any absolute guarantee of security.
- b) The participant's terminal (computer, mobile phone, etc.) and/or network form part of the system as do the activity trackers and/or platforms of the manufacturers and the transmission of step data via the internet. They are, however, beyond the control of CSS, and may become a weak point in that system.
- c) The participant accepts the associated risks. He must inform himself independently and in full of the necessary, most technologically advanced security precautions at any given time, and take appropriate action to protect his terminals and networks.

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 imperative statutory places of jurisdiction, the sole place of jurisdiction is Lucerne.

Lucerne, 01.06.2016

Translation: The German version of the Terms and Conditions of Participation is authoritative. In the event of discrepancies or contradictions between the English translation and the German version of these Terms and Conditions of Participation, the German version only shall apply. These can be found with the myStep FAQs.

14 Data protection

CSS requests only step data from the manufacturer of the activity tracker manufacturer and evaluates only step data. CSS has no influence on any additional data gathered by the manufacturer. No additional data gathered with the manufacturer's activity tracker is requested or evaluated by CSS.

The step count is used for display in the personal myStep dashboard, to calculate the step bonus and for marketing purposes. The data can be used within the CSS Group for the purpose of creating offers. Under no circumstances will it be disclosed to third parties outside the CSS Group.

15 Miscellaneous**15.1 Amendment of the Terms and Conditions of Participation**

- a) CSS reserves the right to amend the present Terms and Conditions of Participation at any time. Amendments will be announced by suitable means (e.g. by email or provision in myCSS).
- b) The amended Terms and Conditions of Participation are deemed approved by the participant unless, within ten working days of receiving them, the participant gives notice to terminate the present agreement via the opt-out function on myCSS under myStep/Settings, by letter or by email. Notice of termination must be received by CSS by this deadline.

15.2 Complaints and support

As a rule, CSS does not provide any support and/or maintenance services in connection with myStep. However, in the event of functional issues or complaints in connection with myStep, participants can report these to CSS at mysupport@css.ch.

If you experience problems signing up for myStep, the myStep service hotline will help. If you experience technical difficulties when installing the activity tracker in the manufacturer's account, you should call the manufacturer's hotline. The same applies to technical questions regarding the activity tracker and the account in general.

15.3 Deactivation /discontinuation of myStep

CSS may temporarily or permanently deactivate or discontinue myStep in full or in part without prior warning and without stating reasons. There is no entitlement to continued use of myStep or participation in myStep.

15.4 Applicable law /place of jurisdiction

The Terms and Conditions of Participation and participation in myStep are subject to Swiss law, to the exclusion