

myCSS User Agreement

Version 08.2016

The insurance company or companies of the CSS Group with which you are insured (legal entities for basic insurance [KVG]: CSS Kranken-Versicherung AG, INTRAS Kranken-Versicherung AG, Arcosana AG/legal entities for supplementary insurance [VVG]: CSS Versicherung AG, INTRAS Versicherung AG; hereinafter referred to

as "CSS"), offer(s) you the option of using the myCSS client login portal (hereinafter referred to as "myCSS").

The following Agreement governs the use of myCSS.

Table of contents

1	User registration	2
2	Access to myCSS	2
3	Responsibility and duty of care on the part of the User	2
4	Electronic provision of documents	2
5	Exclusion of warranty and liability	2
6	Security	3
7	Blocked access	3
8	Data protection	3
9	Termination	3
10	Statutory regulations remain reserved	3
11	Amendment of User Agreement	3
12	Applicable law/place of jurisdiction	3

- 1 User registration**
- a) The following may register to use myCSS:
 - persons having taken out health insurance with CSS (hereinafter referred to as "Clients") and holding authorisation or the role of premium payer, recipient of correspondence, and/or recipient of benefits (each hereinafter referred to as a "Role"), and/or
 - persons representing a Client (family members or third parties acting for the Client), and thus fulfilling one or more of the aforementioned Roles.
 (The registering or registered person is hereinafter referred to as the "User".)
 - b) The User registers via the internet. To do so, he must enter his client number, his date of birth, an email address of his choice, and a password of his choice.
 - c) Registration is completed by entering an activation code. The activation code is sent by post to the delivery address for the User that CSS has on file. The User acknowledges and agrees that CSS is unable to check who takes receipt of and uses the activation code. In multi-person households, in particular, it is the responsibility of the User alone to monitor receipt of the activation code and its use.
 - d) The completion of the registration process concludes a contract between the User and the CSS Group insurer concerned.
- 2 Access to myCSS**
- a) Technical access is via the internet (web browser or application) through a provider chosen by the User.
 - b) Access to myCSS is gained by the User proving their identity by entering their means of identification. These may differ depending on the type of access, and might include, for example, the email address that is on file, the personal password, and an electronic token such as an SMS code.
 - c) The User is able to have his access to myCSS blocked (cf. Section 7). It is the User's responsibility to block access or to have access blocked in good time.
 - d) Any person identifying themselves in accordance with Section 2b) is deemed authorised to use myCSS, irrespective of any powers of attorney to the contrary. Consequently, without conducting any further checks on their authorisation, CSS may permit this person to use the full scope of the service provided by means of access to myCSS, in particular to call up information, and CSS may further receive orders, communications and documents from that person.
 - e) Should the User fulfil only a specific Role with regard to another Client, the functions of myCSS in respect of that Client may be restricted depending on the Role allocated to the User.
- 3 Responsibility and duty of care on the part of the User**
- a) 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.
 - b) The User must ensure that means of identification are kept confidential and are protected from misuse by unauthorised persons. The User bears all of the consequences resulting from the use of such means of identification.
 - c) The User is also required to change his personal password on a regular basis. For security reasons, a password must be chosen which cannot be connected in any way with the Client or the User.
 - d) Furthermore, the User must be careful to replace or to amend the means of identification he uses immediately if there is reason to fear that unauthorised third parties have discovered one or more of those means of identification. If this is not possible, the User must have his access to myCSS blocked without delay (cf. Section 7).
- 4 Electronic provision of documents**
- a) In myCSS, the User will be provided with selected documents exclusively in electronic form for his own attention or for the attention of the Client for whom he is acting. CSS assumes responsibility for the authenticity of the documents provided electronically via myCSS. Once provided via myCSS, documents are deemed to have been delivered.
 - b) In myCSS, the User can activate the option to also receive paper copies of the documents provided in myCSS in electronic form. In this case, the provision of a document in myCSS will continue to constitute delivery.
 - c) The User has the option of submitting documents to CSS in electronic form via myCSS.
- 5 Exclusion of warranty and liability**
- a) CSS makes myCSS available to the User as is. The User uses myCSS at his own risk. Unless set out explicitly in this User Agreement, CSS offers no warranty whatsoever, whether express or implied, for myCSS, neither does it offer any other express or implied undertaking, guarantee or assurance in respect of myCSS or the data that are transferred. Specifically, CSS offers no warranty that myCSS will function or be available at all times without error or interruption, that errors will be rectified, or that the data transferred via myCSS is correct and complete.
 - b) Liability on the part of CSS for any loss or damage incurred from or in connection with myCSS, and for any loss or damage arising from the use of myCSS, is limited to cases of gross negligence and wilful action. Any further liability is hereby expressly excluded. No liability whatsoever is accepted for auxiliary persons attached to CSS.
 - c) Access to myCSS 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 the User 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) Technical access to myCSS is the responsibility of the User. CSS accepts no liability for either the provider or for the use of the hardware and software required for myCSS.
 - e) The User is liable to CSS and must indemnify CSS in full against all loss or damage caused by usage of myCSS that is not authorised by CSS.
 - f) To the extent permitted by law, CSS accepts no liability whatsoever for the correctness, completeness, appropriateness or current nature of the information available on myCSS. Specifically, CSS accepts no responsibility or liability whatsoever for action that is taken or

not taken on the basis of information on myCSS. The insurance relationship and, in particular, the obligation to pay benefits, are subject to the relevant regulations, General Insurance Conditions (AVB) and Supplementary Conditions, etc. that have, where appropriate, been approved by the supervisory authorities, in the versions in effect at the given point in time.

- g) 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.

6. 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. However, even where all of the most technologically advanced security precautions have been taken by both the User and by CSS, it is impossible to offer any absolute guarantee of security.
- b) The terminal (computer, mobile phone, etc.) and/or the User's network form part of the system. They are, however, beyond the control of CSS, and may become a weak point in that system.
- c) The User accepts the associated risks. Users must inform themselves independently and in full of the necessary, most technologically advanced security precautions at any given time, and take appropriate action to protect their terminals and networks.

7. Blocked access

- a) The User may instruct CSS by telephone (via the Serviceline on 0844 277 397) or in writing (by email to mysupport@css.ch) to block his access to myCSS. Action taken prior to the point at which access is blocked cannot be reversed.
- b) CSS reserves the right to block access without prior notice, in particular if it identifies security risks or possible abuse. To the extent permitted by law, CSS accepts no liability for any loss or damage incurred as a result of such blocked access.

8. Data protection

- a) The User acknowledges that HTML/CSS, JavaScript, Java and other active elements are used to operate myCSS. The use of myCSS results in cookies being installed on the User's device, if the User so permits. myCSS functionality may be restricted if the User does not permit cookies to be installed.
- b) The User consents that, during his use of myCSS, CSS may obtain, generate, process and use anonymous tracking data in order to optimise myCSS 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 portal is visited. This data forms the basis of anonymous statistical analyses and is used to improve the portal.
- c) In order to provide user-specific offers in line with market conditions, the User consents that CSS may

record and process his myCSS usage data (transaction data), as required, within the Group for advisory and promotional purposes.

9. Termination

- a) The present contractual relationship ends either at the time at which the User loses all of the roles he fulfils (cf. Section 1a), when this Agreement on the Use of myCSS is terminated by notice by one of the parties (cf. Sections 9b to d), or with the end of the insurance relationship underlying usage of myCSS (cf. Section 1a).
- b) Notice of termination of this contractual relationship may be served by the User or by CSS at any time.
- c) The User may provide notice of termination via the deactivation function on myCSS. The contractual relationship will then end four weeks after notice of termination has been served. Termination of this User Agreement does not entail the termination of any insurance relationships between CSS and the User that may exist.
- d) Notice of termination from CSS will be served in writing. In such case, the contractual relationship will end after a period of four weeks, starting from the date printed on the letter giving notice of termination.
- e) The User will no longer be able to access myCSS as soon as the contractual relationship ends. The User must therefore take care to download any data still required from myCSS in good time. Following the end of this contractual relationship, all documents will be provided in paper form again.

10. Statutory regulations remain reserved

Any mandatory statutory provisions governing the content, operation and/or usage of myCSS remain reserved.

11. Amendment of User Agreement

CSS reserves the right to amend the present User Agreement at any time. Amendments will be announced by suitable means, e.g. electronically.

12. Applicable law/place of jurisdiction

The User Agreement and the use of myCSS 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 imperative statutory places of jurisdiction, the sole place of jurisdiction is Lucerne.