

## General Terms and Conditions of Use & Privacy Policy of the platforms

### 1. Purpose

These General Terms and Conditions of Use (CGU) refer to the website <https://www.groupemutuel.ch>, as well as to all the platforms of Groupe Mutuel Services SA, Rue des Cèdres 5, 1919 Martigny, Switzerland (Groupe Mutuel), including the Customer area, i.e. the app that you can use to manage your health insurance documents (hereinafter, the platform). The protection of your personal data processed in relation to the platforms is governed by the Privacy Policy [available here](#).

### 2. Gender

For the sake of readability, only the masculine gender is used in the different platforms. However, it refers to both men and women.

### 3. Copyright and intellectual property

The contents of Groupe Mutuel's platforms are the intellectual property of Groupe Mutuel. They are protected by copyright and other intellectual property laws and agreements, subject to the rights of third parties. You must comply with these rights and you are not authorised to reproduce, transmit, publish or otherwise transfer, in whole or in part, the contents of Groupe Mutuel's platforms, to modify or to use them for any public or commercial purpose, unless expressly indicated or provided for by the features of Groupe Mutuel's platforms. You are not allowed to breach any intellectual property rights, copyrights or other proprietary rights. You are not granted any rights, in particular with regard to company names, commercial protection rights such as patents, usage models or trademarks. Groupe Mutuel declines any obligation to grant such rights.

Therefore, you are allowed to share certain contents of Groupe Mutuel's platforms via social networks such as Facebook, Twitter or LinkedIn, or via email, as long as the platforms of Groupe Mutuel contain dedicated buttons for this purpose ("social plug-ins"). Groupe

Mutuel suggests that you check the Privacy Policy regarding data protection issues related to these features.

If you leave ideas or suggestions on the platforms, Groupe Mutuel has the right to use them free of charge for the development, improvement and sale of the products in its portfolio. Any suggestions or ideas will become the property of Groupe Mutuel.

#### **4. Obligations of the user**

When using Groupe Mutuel's platforms, you are not allowed to:

- offend public decency by the way you use the platforms;
- transmit any contents containing viruses (Trojan Horses) or any other programme that may damage software;
- introduce, save or send hyperlinks or objects for which you have no authorisation, in particular if these hyperlinks or objects violate privacy rights or are illegal;
- distribute unsolicited advertisements or emails ("spam") or irrelevant virus alerts, or to participate in gambling, snowball systems, chain letters, pyramids or any other similar action.

Groupe Mutuel reserves the right to block access to its platforms at any time, in particular if you breach your obligations under these terms and conditions.

#### **5. Rights of Customer area users**

If you sign up to the Customer area, you will be assigned a personal user account. You can use this account at any time to view and immediately download the documents relating to your basic health insurance and/or your supplemental coverage and/or to manage your coverage.

You are also free to delete your account in your Customer area. You are hereby informed, and will be reminded when deleting your account, that by doing so you will no longer be able to access the Customer area or any data or information that may have been added to or that was included in the Customer area since you created your account (browsing preferences, medical files, invoices, and other documents). The same is true for any minors whose insurance policies are linked to your Customer area.

**We therefore recommend saving all important documents before deleting your account.**

Deleting your account will not affect your insurance contracts, but all communications will revert to being postal.

If you prefer not to sign up to the Customer area, you can continue to receive communications by post.

## **6. Responsibility of the user**

As a user, you are responsible for your technical access to the platforms. Groupe Mutuel assumes no responsibility for the IT provider or for the hardware and software required to use the platforms.

Although Groupe Mutuel will take the necessary technical and organisational measures to secure the data made available to you, insufficient security measures on your devices may result in unauthorised access to your data. It is not excluded that a third party may access your devices without being identified when you connect to the platforms. Groupe Mutuel therefore recommends that you equip your devices with up-to-date protection software and protect them with a password when using a WLAN. It is also not recommended to identify yourself on the platforms via a public WLAN. The end device (computer, telephone, mobile, etc.) and/or the network you use are outside the control of Groupe Mutuel and may constitute a weak point. **As a user, you accept the related risks.** It is your responsibility to find out exactly what safety devices are required, which should be up to date, and to take the appropriate protection measures.

The username, password and authentication code used to log in to the platforms must be kept secret and protected from any unauthorised use by persons other than the account holder.

When you download documents from Groupe Mutuel's platforms on to your own devices, you must ensure the security of the data they contain. Groupe Mutuel declines all responsibility as soon as a document leaves the computer systems of Groupe Mutuel or of one of its service providers.

## 7. Signing up to the Customer area

You can sign up to the Customer area using facial recognition technology provided by our partner PXL Vision AG. This is a secure and effective way of identifying users. All you need is a mobile phone with a built-in camera to scan your official identity document and film a short video of your face (liveness detection). PXL Vision AG will then use your identification data to check your identity. Once PXL Vision AG has confirmed your identity, we will send you a text message with a login code you can use to log in to your Customer area.

To use this technology, you must accept PXL Vision AG's [Privacy Policy](#). You can also **consent to PXL Vision AG processing your identification data for the purpose of improving its facial recognition technology**. Your data will not be transferred to any third parties as part of this processing, and you can withdraw your consent at any time. To find out more, please see our [Privacy Policy](#) and PXL Vision AG's [Privacy Policy](#).

## 8. Access to the platforms

In the event of a security risk being identified, Groupe Mutuel reserves the right to suspend access to its platforms at any time and without prior notice. It accepts no liability for any damage that may be caused.

## 9. Disclaimer of guarantee

Groupe Mutuel endeavors to ensure that the information published on its platforms is reliable, correct and complete. Nevertheless, Groupe Mutuel does not warrant that said information is accurate, exhaustive and adequate for any purposes whatsoever. The information may be changed at any time without prior notice. It is provided for information only and may not under any circumstances be interpreted as constituting insurance or legal advice or other advice for which Groupe Mutuel may be held liable. It is recommended that you seek professional advice before making any insurance-related decisions.

## **10. Disclaimer of liability**

Subject to the applicable law, Groupe Mutuel, as well as its members, directors, employees, subcontractors and auxiliary personnel, excludes any liability for your losses or damages of any kind whatsoever, in relation to accessing Groupe Mutuel's platforms and using their contents.

Groupe Mutuel is not liable for any direct or indirect damage caused to you by transmission errors, technical defects, disruptions, breakdowns, network overload, interruptions or any other technical error, subject to gross negligence.

Nor is Groupe Mutuel liable for any direct and indirect damage resulting from failure of the account user to comply with contractual obligations.

Under no circumstances shall Groupe Mutuel be held liable for any direct or indirect damage, in particular loss of revenue or damage to reputation.

## **11. Third-party websites or platforms**

The Groupe Mutuel platforms may contain links to other websites owned or operated by third parties. Groupe Mutuel offers no warranties concerning the information or material on such websites. By linking to a third-party website from its own platforms, Group Mutuel neither assumes nor accepts any liability regarding the products or services offered through said websites or platforms.

## **12. Applicable law and jurisdiction**

The CGU and the use of Groupe Mutuel's platforms are subject to substantive Swiss law, excluding any principles of conflict of law, subject to binding law. Any dispute relating to Groupe Mutuel's platforms or arising from their use shall be submitted to the exclusive jurisdiction of the competent courts in Martigny, subject to a possible binding jurisdiction.