

## Terms and Conditions for Groupe Mutuel Extranet Connections

Groupe Mutuel  
Rue des Cèdres 5, P.O. Box, 1919 Martigny  
Phone : 0848 803 777, Fax : 0848 803 112

Client N° : \_\_\_\_\_

(referred to as «Groupe Mutuel»)

(referred to as the «Client»)

### 1. Purpose of contract

This Agreement between Groupe Mutuel and the Client governs data access, transmission and validity in connection with the use of Groupe Mutuel extranets

### 2. Data access

To access data on the extranet, the Client needs log-in authentication. The Client identifies himself with a user number (user ID), a password and a code from the Groupe Mutuel authentication key system.

### 3. Authorized persons

The Client expressly designates the persons entitled to access the Groupe Mutuel extranet on the «Extranet Application form».

The end of the contractual relationship between Groupe Mutuel and the Client automatically triggers the end of this Agreement and any authorities granted hereunder.

Moreover, the Client shall regularly update the list of authorized persons. The Client shall inform Groupe Mutuel by a written cancellation notice if an authorized person leaves the Company or changes position.

### 4. Data secrecy and protection

The Client undertakes to comply with the Data Protection Act. The Client processes data transmitted via extranet only for the purpose of managing the contract and handling claims and limits the access to persons responsible for this task. In addition, the Client shall take all necessary steps to protect its own IT system and extranet access and to avoid unlawful intervention and access.

#### 4.1 Confidentiality of the means of access

To protect data access, the Client undertakes to keep its user number (user ID), password and authentication key secret and to safeguard them from fraudulent use.

The Client is liable for all risks arising in connection with the choice, disclosure or negligent use of his password.

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#### **A foundation administered by Groupe Mutuel Services SA**

Groupe Mutuel Prévoyance-GMP - Mutuelle Neuchâteloise Assurance Maladie  
Rue des Cèdres 5 – P.O. Box – CH 1919 Martigny  
www.groupemutuel.ch

#### 4.2 Client identification

The Client agrees that its user number (user ID) and password alone are sufficient legal identification, that they legitimate all subsequent transactions carried out via the Groupe Mutuel extranet and have the same value as an authorized signature. Groupe Mutuel undertakes to cancel forthwith, at the Client's request, the access granted to any individual person.

#### 5. Liability

Groupe Mutuel declines all responsibility for any direct or indirect damage, within the limits of the applicable legal provisions. In addition, Groupe Mutuel excludes all liability for any damages resulting from inappropriate or irregular use of its extranets by the Client and its agents.

The liability of Groupe Mutuel is also excluded with regard to damages suffered as a result of:

- faulty data transmission;
- extranet outages;
- third-party manipulation;
- technical incidents.

#### 6. Terms and conditions of use (Annex «Disclaimer – Legal Information»)

Groupe Mutuel reserves the right to amend the Annex titled «Disclaimer – Legal information» at any time. Modifications will be communicated to the Client via the extranet or such other channel as Groupe Mutuel shall consider appropriate; the modifications will be deemed accepted unless the Client objects within one month.

Groupe Mutuel reserves the right to block access to extranet data at any time without giving a reason.

#### 7. Term of Agreement and effects of termination

This Agreement is valid when signed by the Client and Groupe Mutuel. It is concluded for an indefinite duration. It may be terminated by either Party for the end of any month subject to one month's notice. The notice of termination must be sent by registered letter. Access will then be interrupted by Groupe Mutuel.

When extranet connection has been established for several insurance contracts (medical expenses, accident insurance contracts, loss of earnings, LPP/BVG) and there is a change in the contractual relationship, Groupe Mutuel reserves the right to modify the extranet access accordingly, without further notice.

Groupe Mutuel reserves the right to interrupt extranet access and terminate this Agreement immediately if the Client infringes any one of the provisions hereof, in case of misuse or in case of repeated disregard of the practical operational guidelines issued by Groupe Mutuel.

#### 8. Annexes (extranet application form and disclaimer)

This Agreement may be supplemented by technical annexes or practical guidelines. The Annexes, and in particular the extranet application form, constitute an integral part of this Agreement.

They may be amended, supplemented or cancelled by Groupe Mutuel at any time.

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## 9. Jurisdiction and governing Law

This Agreement, and any issues, claims or disputes arising or liable to arise in connection with this Agreement, and in particular with regard to its conclusion, validity and interpretation, are subject to Swiss substantive law; **Martigny is the exclusive place of jurisdiction**. This contract has been drafted in two languages (French, English). In the event of any discrepancy in content or terminology, the French version shall prevail.

Martigny, \_\_\_\_\_

Groupe Mutuel

The Client

\_\_\_\_\_

\_\_\_\_\_

Annexes : Extranet application form, Groupe Mutuel – Corporate  
Disclaimer – Legal Information

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## Disclaimer – Legal Information

### 1. Important information

Persons who access the website (Internet) of Groupe Mutuel, Association d'assureurs, declare their acceptance of the following terms and conditions

### 2. Use of the website

All of the features of the Groupe Mutuel website are protected by copyright legislation.

Reproduction, transmission, modification or use for public or commercial purposes of the Groupe Mutuel website and the creation of links with it require the prior written authorization of Groupe Mutuel.

### 3. No offer

The website of Groupe Mutuel contains information about its products and services, which shall not on any account be deemed to constitute an offer.

### 4. No guarantee

Groupe Mutuel has produced and maintains its website with particular attention to quality, completeness and security of the information contained on the site. Moreover, it takes all reasonable measures to ensure the proper functioning of its website.

Nevertheless, it cannot guarantee the accuracy, reliability and completeness of the documents, software, information and other data contained on the site.

Moreover, system failures such as interruptions, virus attacks or the loss of data may occur.

Finally, Groupe Mutuel reserves the right to supplement, amend or delete its website and the information contained on it at any time without prior notice.

### 5. Limitation of liability

Under no circumstances, notably in the event of negligence, can Groupe Mutuel be held liable for direct, indirect or consequential damage resulting from the consultation, exploration, use or impossibility of using its website.

### 6. Links with other websites

Groupe Mutuel does not verify links on its website leading to other websites. It therefore accepts no liability for the content of such other websites (or for the products and services provided or for other objects offered through these web pages).

The creation of links leading to this internet site is not permitted without the prior written consent of Groupe Mutuel. Please contact our webmaster ([webmaster@groupemutuel.ch](mailto:webmaster@groupemutuel.ch)) if you wish to list our website and obtain the material needed to create the link (logo, trademarks etc.).

Groupe Mutuel, Association d'assureurs, reserves the right to amend these terms and conditions of use at any time. Le Groupe Mutuel, association d'assureurs se réserve le droit de modifier ces conditions d'utilisation à tout moment.

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