

## General conditions

### Use of Allianz Suisse's BVG portal

#### 1. General provisions for the use of online services

These general conditions apply to services provided by Allianz Suisse for which electronic means of authentication such as user ID, password and one-time password (via SMS) or certificates are used.

#### 2. Authentication

The customer's employee who authenticates themselves with the available authentication means is deemed to be the authorised person vis-à-vis Allianz Suisse; this applies regardless of whether this person actually has access rights or not. The customer will ensure that the employees to which it has granted access rights are informed about, and receive, these conditions. Allianz Suisse undertakes to execute the orders it receives via the online service and to comply with the instructions and messages. Correct execution is deemed to have taken place if Allianz Suisse executes the orders and instructions received in the normal course of business.

#### 3. Registration

The customer is obliged to inform Allianz Suisse in writing of the names of those employees who are to be provided with a one-time password via SMS or e-mail using the enclosed registration/change form (appendix). In this case, the customer undertakes to notify Allianz Suisse in writing, using the registration/change form, if there are any changes in respect of these employees (e.g. new mobile phone number) immediately after becoming aware of them, including if they leave the company.

#### 4. Username, password and one-time password

Employees granted access rights will receive a username and password from Allianz Suisse after registration. In addition, they will receive an SMS with the security code (one-time password) every time they enter the system. The password must be changed immediately after receipt. It can be changed at any time and as often as desired. Allianz Suisse recommends changing it periodically. Once the password has been changed, it becomes a predefined code that is also unknown to Allianz Suisse. The username is an independent code that is not related to the contract number or the customer number.

#### 5. Forgotten username or password

If an employee authorised to access the system has forgotten their password or username, this must be reported by telephone to the administrator responsible. Allianz Suisse will reactivate access and provide a new password.

#### 6. Scope of access

Employees with access rights can make staff changes and salary changes for staff insured under the occupational pension plan via the Online Service System. The following confidential information can be viewed via the Online Service System or generated as a PDF document:

- Statements of account (contributions; free funds, reserves, etc.)

The information listed is not exhaustive. For further information please contact the responsible administrator directly.

#### 7. Due diligence

All access data such as username, password and similar must be kept secret. Under no circumstances may the username or password be disclosed, made accessible or passed on to other persons by the customer or an employee with access rights. Username and password must be kept separate. By means of technical, organisational and regulatory measures, the customer and employees with access rights must ensure that the passwords cannot be easily obtained by third parties. If there is a justified suspicion that an unauthorised third party has obtained knowledge of the username and password, the customer or the employee with access rights must immediately change the password or have access blocked. The customer is fully responsible for ensuring that their representatives with access rights also observe the above obligations.

## **8. Risks**

All risks arising from unauthorised persons tampering with the customer's IT systems as a result of misuse of the username and password shall be borne by the customer. In the case of online services, all data content apart from the sender and recipient is encrypted using state-of-the-art technology. Despite encryption, tampering with the IT system cannot be ruled out. Unauthorised third parties could attempt to gain access to the customer's IT system unnoticed while the internet is being used. The customer is obliged to take the customary protective measures in order to minimise the security risks existing on the internet. This includes antivirus programs and firewalls. The customer is also obliged to ensure backups are made to their IT system. The customer bears the risk for additional damage caused by software that is not necessary for the Online Service System.

## **9. Blocking**

Allianz Suisse will block access to the Online Service System via electronic means at the express request of the customer. The block may also be limited to the electronic access tools of a specific person, to be identified by name. The customer will bear the risk of the electronic access tools being used before the block becomes effective within the period customary for the industry.

Any customer can have access to online services blocked at any time or block it themselves by deliberately entering the code incorrectly three times in succession.

Allianz Suisse reserves the right to block all user access to the site by the customer or employees with access rights if it suspects misuse or tampering. Similarly, in the event of concrete suspicions, the customer is obliged to block access to the systems of Allianz Suisse for one, several or all employees and to inform Allianz Suisse immediately.

The customer shall ensure that employees who have left the company do not have access to the customer's systems and therefore Allianz Suisse.

## **10. Technical faults, transmission errors, operational failures and illegal activity**

Allianz Suisse's liability is expressly excluded for technical defects and malfunctions, transmission errors, operational breakdowns or unlawful activity in the customer's or a third party's IT systems as well as in publicly accessible systems. This does not include any damage caused by gross negligence on the part of Allianz Suisse.

Allianz Suisse is also not liable for damage caused by malfunctions, interruptions (including system-related maintenance work) or overloads of the IT systems of Allianz Suisse.

## **11. Correctness and completeness of information**

Allianz Suisse accepts no liability whatsoever for the accuracy and completeness of information and messages that can be retrieved via IT systems or by telephone. Unless Allianz Suisse expressly designates this information as binding, it is not binding and is considered provisional.

## **12. Defects in hardware and software**

Allianz Suisse accepts no liability whatsoever for the hardware and software used by the customer, in particular with regard to inadequate security and/or operational reliability.

No warranty is given that the software will correspond in all parts to the customer's specifications or that it will function without error in all applications and combinations with other programs selected and used by the customer. To the extent permitted by law, any liability for damage to the customer's hardware or software is excluded.

## **13. Changes to the general conditions**

Allianz Suisse is authorised to amend these general conditions and the appendices at any time. The customer will be notified of the changes in an appropriate way, usually online, at least three months before the changes take effect. In the absence of any notification to the contrary within 30 days, they will be deemed to have been approved.

## **14. Termination**

The agreement may be terminated by the customer or Allianz Suisse in writing at any time. In the event of misuse, Allianz Suisse may terminate individual services at any time and without giving notice to the customer. This agreement ends automatically upon the termination of all follow-up contracts.

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