

Terms and Conditions of Use for iTellco

1. Scope

These terms and conditions of use (“**Terms and Conditions of Use**”) govern all services provided or made available by Tellco pk (hereinafter referred to as “**Foundation**”) in connection with the electronic platform iTellco (hereinafter “**iTellco**” or “**Platform**”). The iTellco online application allows the user to reduce their administrative burden by enabling the notification of changes and the management of insurance matters through the online application. These Terms and Conditions of Use constitute the usage agreement for iTellco with the Foundation.

The Platform is provided to the employer (hereinafter “**Customer**”), who has arranged a pension solution for their employees with the Foundation. Access to and use of the Platform requires an existing contractual relationship, namely a membership agreement with the Foundation. The users of the Platform (all of whom are hereinafter referred to as “**Users**”) may either be employees of the Customer, registered by the Customer as Users, or the agents, trustees or brokers registered by the Customer as Users (hereinafter referred to as “**Customer Representatives**”), who act on behalf of and based on an authorisation from the Customer.

Access to and use of the services offered through iTellco requires acceptance and compliance with the Terms and Conditions of Use and the privacy policy of the Foundation. The Terms and Conditions of Use shall apply to all Users of the Platform. The Customer undertakes to inform all Users who have access to the Platform about the Terms and Conditions of Use, grant them their respective rights, and ensure compliance with their obligations according to the Terms and Conditions of Use.

By accessing the Platform, the User agrees to these Terms and Conditions of Use. If the User does not agree with any part of the Terms and Conditions of Use, they must inform the Foundation and are not permitted to access the Platform.

If an existing contractual relationship with the Foundation is terminated, the Foundation shall be entitled at any time to restrict or completely block access to the Platform. This shall not result in the Customer or the User accruing compensation claims.

The Foundation reserves the right to amend the scope of the provided online services and/or to adjust them in light of technical or legal developments.



Notification of any such amendments shall be made to the Customer in suitable form and they shall be regarded as having been accepted if no objection is raised within 30 days of notification.

The Customer and the User shall be notified in suitable form of any amendments to the Terms and Conditions of Use, which must be accepted by them the next time they log in so that they can continue to use the Platform.

If the Customer does not accept the amended Terms and Conditions of Use, it is required to cancel its registration effective from the date the amended Terms and Conditions of Use come into force, thereby terminating the User Agreement with the Foundation.

2. Usage right and range of services

Subject to compliance with and the restrictions of these Terms and Conditions of Use, the Foundation hereby grants the Customer a non-exclusive, transferable right to use the Platform in compliance with these Terms and Conditions of Use for the term of the contract on the basis of the range of services described below.

The Foundation provides the User with iTellco, an electronic platform which is particularly suitable:

- for managing the customer portfolio looked after by the User;
- for accessing services and information; and
- for implementing changes.

The use of the basic functions of the Platform shall essentially be free of charge for the Customer. However, the Foundation can also provide charged services for the Customer.

3. List of addressees and access restriction

The Customer shall name the personnel authorised to access the Platform using the appropriate form (see section 4.3).

The approved personnel shall have access to the Platform once the registration process has been completed. The user administrator may issue additional user rights to other people.

The Customer Representatives who are registered on the Platform as “Master Users” may, in turn, grant their own employees user rights for using the Platform.

4. Registration and access to the Platform/approval

4.1 Access

Technical access to the Platform is achieved using the User’s hardware and software required for internet access. The minimum requirements relating to



hardware and software are updated on an ongoing basis and can be requested from the Foundation at any time.

It is the responsibility of the User to ensure that their device is and remains compatible with the Platform; the Foundation may adjust the requirements in this respect at any time (e.g. as a result of technical developments).

4.2 Registration and identification

The User undertakes to register using accurate details and to amend the details immediately in the event of any changes. The details must include a surname, forename, gender, date of birth, business email address and a mobile phone number for the User. The mobile phone number shall be verified for security reasons using an appropriate confirmation request.

4.3 Authentication

Only personnel who correctly authenticate themselves during the registration process using the means of authentication and registration process specified by the Foundation shall be able to access the Platform (see form entitled “iTellco User Registration”).

The authentication requirements may be modified at any time. Authenticated personnel shall be regarded by the Foundation as authorised personnel for the use of the Platform’s online services.

Only registered Users may access the Platform. The employees of the Customer or the authorised Customer Representative must be authorised by the Foundation. Any other usage or any usage by another person shall not be permitted.

The Customer or the Customer Representative undertakes to notify the Foundation of any changes to personnel with access authority (e.g. new or lapsed Users) and User details (e.g. new email address or telephone number of existing Users) without delay and in writing (by email). This particularly applies in the event of the termination of the contract of employment between the Customer and a User.

4.4 Effect of approval

The User shall be responsible for all actions which take place on the Platform using their credentials in the same way as if he had conducted said actions himself. The User shall also accept this rule vis-à-vis the company. The User shall accept all transactions conducted on the Platform using their credentials without conditions. All instructions, orders and notifications sent to the Platform by these means shall be deemed to have been written or authorised by the User.

4.5 External authorised representatives

External authorised representatives (e.g. trustees, brokers, etc.) acting on behalf of the company, shall also have access to the Platform. To gain access to the Platform, in addition to registration, they must also upload the appropriate authority from the Customer.

5. User's duties of care

5.1 Relating to credentials

The User undertakes to change their password on a regular basis. The password must not consist of combinations which can be guessed easily (e.g. telephone number, date of birth, etc.).

The User undertakes to keep their credentials secret and to protect them from misuse by unauthorised personnel. In particular, passwords must not be saved on the User's device in an unprotected manner or otherwise recorded elsewhere. The Customer shall also be liable for damage resulting from Users misusing the credentials of other Users.

Credentials must not be issued to representatives or other third parties, or otherwise made accessible to them. Requests apparently originating from the Foundation to the User to enter or reveal their credentials (e.g. request by email or email with links to login pages, known as phishing mails) must not be responded to and must be deleted by the User without delay.

If the User suspects that unauthorised third parties have gained access to their credentials, they must immediately organise an access block by phoning the Foundation.

The Customer shall be responsible for all consequences resulting from the use (including misuse) of the credentials of its Users. The Customer must take the normal state-of-the-art security precautions in this respect and install the necessary updates from the relevant manufacturers without delay.

5.2 Relating to the User's device

The User undertakes to minimise the risk of unauthorised access to their device. He must take the normal security precautions that apply to public electronic networks. Software updates and security patches from the relevant suppliers must be installed without delay by the User.

If the User suspects that unauthorised third parties have gained access to their device, they undertake to notify the Foundation without delay (see also section 15).

5.3 Relating to the input of data and orders

The User shall be responsible for the data they enter being complete, correct and up to date. Furthermore, the User undertakes to ensure that they have all the required rights, authorisations and, if necessary, consents and approvals to process User data (including personal data) on the Platform.

5.4 Relating to the propriety rights of the Platform operator

The User undertakes not to use, copy, disclose, make accessible to third parties, modify, decompile or otherwise reverse engineer (unless permissible by law) either the Platform or parts thereof for other purposes. The User may not create any second-hand works from either the Platform or parts thereof and must not bypass any security measures included in the Platform or related to it. If the User breaches these provisions, the licence shall be revoked with immediate effect.

6. User management

Responsibility for user management of the Customer's personnel on the Platform shall exclusively be the responsibility of the Customer.

The roles and rights which can be assigned to individual Users are listed in the admin cockpit (user management) and are assigned by the user administrator. It is a matter for the Customer to define the user administrator.

For Customers with branch structures and/or group companies included in the Agreement, the Customer must register the authorisations for data access with the Foundation. The individual access authorisations must be agreed and implemented separately with the Foundation.

The Customer shall observe all the user management regulations. In particular, it undertakes to provide accurate details of every individual User and to issue each User an individual access authorisation for using the Foundation's online services. The authentication elements and devices must not be used by more than one User and Users must not enter incorrect details.

7. Blocking by the User

The User can have their access to the Platform blocked. The block may be requested through the point of contact (Section 15). Alternatively, the User may inform the Customer, who will then arrange for the block with the Foundation. Furthermore, the User may temporarily block their access at any time by

repeatedly entering their credentials incorrectly until the block is activated. The block can be lifted upon the user's request to the contact point (Section 15).

8. Information about security, confidentiality and risks of electronic data transfers

The Foundation may assume that all notifications on the Platform originate from or have been approved by the User if these notifications are sent from contact details (such as email addresses or mobile phone numbers) which the User provided to the Foundation during registration or otherwise. The Foundation is authorised to contact the User for its purposes using these contact details. The Foundation shall not be under any obligation to further verify the identity of the sender or recipient. All notifications sent by the Foundation to these contact details shall be regarded as delivered to the User.

When transmitting data over an open, publicly accessible network (such as email, the internet, or SMS), the User assumes the following specific risks:

- Communication is generally unencrypted. Unauthorised third parties may be able to access transferred content.
- Even if the data are transferred in encrypted form, the sender and recipient are not encrypted. It may therefore be possible for third parties (e.g. for internet service providers) to conclude that a customer relationship exists.
- The identity of the sender (email address or mobile phone number) can be used fraudulently or manipulated by unauthorised third parties (e.g. hackers).
- The content of notifications can be edited by third parties. Notifications may contain harmful software or viruses which may cause damage to the recipient. Suspicious notifications are automatically deleted by the Foundation without being read.
- Notifications may be delayed for technical reasons or due to faults by third parties or may never reach the recipient.

9. Data protection

The way in which personal data are processed by the Platform is described in the Foundation's privacy policy : https://www.tellco.ch/fileadmin/user_upload/tellco-web/downloads/en/Pension_Fund/Regulations/tpk_gfs_r_datensch_de_23_0901_EN.pdf.

The Foundation's privacy policy may be updated periodically. The revised policy will take effect upon the next login to the platform or when it is posted on the Foundation's homepage. The User agrees that the Foundation may send them

personalised marketing tailored to the User's situation known to the Foundation using the addresses registered with the Foundation. The User may revoke their consent to marketing at any time. They can notify the Foundation of the revocation of their consent for the future either through a link provided in the newsletter or by emailing to service@itellco.ch.

In addition to the privacy policy, the Foundation reserves the right to use and analyse (i) pseudonymised usage data for the purpose of optimising, improving and developing the Platform and (ii) content accessible on the Platform and subsequently pseudonymised for statistical purposes.

10. Restriction of the warranty and liability

10.1 Misuse of credentials

The User shall be liable for all damage caused by the misuse of their credentials, e.g. in the event of unlawful access by third parties or due to fraud if the User has breached their duties of care.

10.2 Use of communication channels

The public and private data transfer networks for exchanging information and the User's device are part of an overall system. However, they are beyond the control of the Foundation and may become a vulnerability within the system. In particular, they can be manipulated by unauthorised third parties. In this respect, the Foundation disclaims all warranties and liabilities to the fullest extent permitted by law. The foundation is not liable for damages resulting from software defects, hacker attacks, or other internet-related issues.

10.3 Faults, interruptions and data losses

The Foundation shall not guarantee either fault-free or uninterrupted access to or the availability and suitability of certain functions of the Platform. The Platform is made available on a "best effort" basis without specific service levels. The User uses iTellco at their own risk.

The Foundation excludes its warranty and liability for direct or indirect damage caused by interruptions, malfunctions, network overloads, data losses, delayed transmission, illegal intervention or access by third parties, the non-recognition of authentication problems, incautious or illegal use of credentials, blockage of access or for any other reasons relating to the use of the Platform where permitted by law.

The Foundation reserves the right to shut down the Platform and its services at any time on a temporary or permanent basis, e.g. to protect it from security risks, for maintenance or capacity reasons or for legal or commercial reasons. In the event of a fault, an interruption or a blockage, the Users must send the

necessary notifications direct to the Foundation. The Foundation may issue instructions in relation to this.

10.4 Inaccurate details at registration

If a User provides inaccurate details or sends falsified documents during the registration process described in Section 4, the User and the Customer shall be liable for any damage suffered by the Foundation as a result.

10.5 Scope of liability

The Foundation is only liable for direct damages caused intentionally or by gross negligence in connection with the establishment and/or execution of the legal relationship. The foundation is not liable for damages resulting from slight or moderate negligence or for indirect damages.

Additionally, any liability of the foundation for direct or indirect damages, including consequential damages, caused wholly or partially by force majeure is expressly excluded.

10.6 Indemnification

The User undertakes to indemnify and hold the Foundation harmless in the event of third party claims resulting from the User's breach of contract (including breaches of duty of care) or infringement of third-party rights through the User's conduct.

The Customer shall guarantee the accuracy of the personal data it provides. It undertakes to indemnify the Foundation in full for any and all claims resulting from a breach of this undertaking.

The Customer shall indemnify the Foundation in full for any damage resulting from the unintended use of or illegal access to the Platform. The Foundation expressly reserves the right in this respect to demand compensation for this from the Customer and its Users.

10.7 Liability of the Customer for their employees and external authorised representatives

The Customer and any external authorised representatives shall be liable for their employees' actions on the Platform.

11. Contract term, termination (including data access) and suspension

These Terms and Conditions of Use for the iTelco Platform shall automatically come into force subject to the existence of a membership contract by means of registration on the iTelco Platform and by their acceptance and shall form



the usage contract with the Foundation. Notice of termination may be given in writing by any party without giving reasons, observing a notice period of one month to the end of a calendar month. If the contract is terminated, access to the Platform will be blocked as from the date on which notice of termination is given.

The Agreement may be cancelled at any time for a material reason. A breach of sub-section 5.4 of this Agreement shall constitute a material reason.

The Agreement shall be cancelled automatically in any event and with immediate effect on termination of the membership or insurance contract on which it is based. In this case, access to the Platform will remain in force for a period of one month after the termination of the contract.

Notice of termination must be submitted to the Foundation in writing. The Foundation may communicate with the Customer using the addresses registered with the Foundation.

The Foundation shall also be entitled to block access and usage rights to the Platform relating to the Customer at any time in full or in part if it has reasonable grounds for doing so, e.g. a suspicion of misuse or a security problem.

A block of this nature or notice of termination by the Foundation shall not give rise to any claims against the Foundation on the part of the User.

12. Rights to programs, functions and trademarks

All rights to information, programs, functions and content accessible on the iTellco Platform (with the exception of content supplied by the User or on their behalf), in particular copyright, trademark, design or other intellectual property rights, shall be and shall remain the property of the owner of the iTellco online application and its licensors.

The Foundation shall grant the Customer and its Users a free, non-exclusive and non-transferable licence to use the Platform as per the Terms and Conditions of Use and for its intended purpose.

On termination of this contract, the right to use the Platform or parts thereof shall expire and any and all copies must be deleted.

13. Connection costs

Use of the Platform may result in connection costs for data transfer. The Foundation recommends that the User clarifies this question with their mobile phone/internet service provider.

14. Applicable law, place of jurisdiction

All legal relationships between the Foundation and the User resulting from the use of the Platform shall be exclusively subject to Swiss law. Notwithstanding binding responsibilities, the parties hereby agree that Zug shall be the exclusive place of jurisdiction.

15. Point of contact

The point of contact (including for blocks) and correspondence address for iTellco are mentioned on <https://itellco.ch/> :

+41 58 442 50 60

helpdesk@itellco.ch

The point of contact shall be available during normal business hours or during the service hours shown on the website.

For privacy-related matters, please contact the Foundation's external data protection advisor:

Loyens & Loeff Schweiz GmbH

Attn: Robin Moser

Alfred-Escher-Strasse 50

8002 Zurich

Email: robin.moser@loyensloeff.com