

Terms and conditions for the use of myAquilana

Persons insured with Aquilana Versicherungen (provider of basic insurance and voluntary daily allowance insurance under the Health Insurance Act [KVG] and supplementary insurance under the Insurance Contracts Act [VVG] [Healthcare PLUS, TOP, hospital care, dental care, holiday and travel insurance] hereinafter referred to as “Aquilana”) can use the myAquilana app and customer portal (hereinafter “myAquilana”).

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1 General

Aquilana Versicherungen (hereinafter “Aquilana”) offers its insured members or authorised users (hereinafter referred to jointly as “users”) access to various digital applications and online services (hereinafter “myAquilana”). The scope of myAquilana may be extended, limited or access suspended entirely by Aquilana at any time. The following terms and conditions for the use of myAquilana online services (“Terms and Conditions of Use”) govern the relationship between Aquilana and the user when myAquilana is used. The terms and conditions of use are an integral part of the valid insurance provisions for Aquilana’s basic and supplementary insurance schemes if the myAquilana offer is taken up by the user. By using myAquilana the user accepts the terms and conditions of use applicable at the time of registration (see Section 2.1). The use of myAquilana and its contents presupposes prior consent to these terms and conditions of use.

1.1 Electronic agreement and legal information

The terms and conditions of use can be consulted by the user upon registration. By confirming these terms and conditions of use or completing the myAquilana registration, the user acknowledges these terms and conditions of use and enters into a contract with Aquilana. Use of myAquilana will be enabled by Aquilana as soon as the user has made a successful application and accepted electronically.

1.2 Amendment of the terms and conditions of use

Aquilana specifically reserves the right to amend these terms and conditions of use at any time. Any such amendment requires the user to consent to the new terms and conditions of use when he next accesses myAquilana (log-in) and is deemed to have been approved upon confirmation by the user that he has taken note of the amendment. If the new terms and conditions of use are declined, access to “myAquilana” will no longer be permitted.

2 Registration and access to myAquilana

2.1 Registration

a) A person may register for the use of myAquilana if:

- he has health insurance with Aquilana (hereinafter the “customer”) and figures in the role of premium payer/executive, addressee of correspondence and/or recipient of benefits (hereinafter referred to in each case as a “role”) and/or
- represents a customer (family member who acts for the customer) and therefore performs one or more of the aforementioned roles for that customer.
- has his legal domicile in Switzerland and
- downloads the myAquilana app in Switzerland (downloading is only possible in Switzerland). The registering or registered person is referred to below as the “user”.

b) The user registers via the Internet. For that purpose, each entitled person receives an activation letter with instructions pursuant to Point 2.1 Registration, Section a).

c) Registration is completed by entering an activation code. The activation code is sent via SMS (two-factor authentication).

d) Upon completion of registration, a contract is entered into between the user and Aquilana. Anyone who has registered with myAquilana in the stipulated manner is regarded by Aquilana as the user and is therefore entitled to use the relevant online services. Consequently, the user can make use of the services offered in the myAquilana app and portal.

2.2 Access entitlement

a) Technical access is obtained via the Internet (web browser/application) through a provider chosen by the user.

b) Only persons who have proved their identity by all necessary means: by entering their self-chosen and registered email address, personal password/PIN and an electronic token (SMS code), are allowed to access the myAquilana services.

c) The following further conditions apply to certain online services in myAquilana:

- active insured person’s number (active insurance contract) or not more than ninety (90) days after termination of the customer relationship with Aquilana.
- Active basic and/or supplementary insurance with Aquilana

d) The customer can ask for his access to myAquilana to be frozen (see Section 5.2).

e) A person who has proved his identity as stipulated in Section 2.1b and meets the requirements of Section 2.1c is deemed to be entitled to use myAquilana notwithstanding other powers of attorney. Within the framework and scope of the service, Aquilana may therefore allow the user to access myAquilana without further review of his entitlement, in particular to make enquiries and may accept orders, notifications and documents from such a person.

f) If the user only performs a particular role on behalf of another customer, depending on the assigned role, the myAquilana functions may be restricted for that customer.

2.3 Face and Touch ID

With the myAquilana app, registration and identification can be done by Face & Touch ID. The customer must consent to this method of registration. The setting in the app can be converted back to the original registration procedure at any time.

3 User's responsibility and duty of diligence

Aquilana calls the user's attention in particular to the following duties of diligence when using myAquilana:

- the user must make sure that all access data are kept secret and safeguarded against unlawful use by unauthorised persons. In particular, PINs/passwords shall not be recorded, disclosed or stored on the terminal device without any kind of protection. In addition, the user must change his personal password regularly. For reasons of security, PINs/passwords which cannot be associated with the customer or user must be chosen (no telephone numbers, dates of birth, car registration numbers, readily detectable sequences of numerals etc.). The user bears all consequences resulting from use of the identification features.
- The user is responsible for the actions (in particular making enquiries, sending orders, notifications and documents to Aquilana) which he performs via myAquilana either for himself or for another customer. If he performs actions for other customers, he must make sure that he is entitled to do so. The user confirms to Aquilana that he is entitled to perform actions for other customers via myAquilana on the basis of his assigned roles. If a customer makes claims against Aquilana because the user has performed actions without representational authority, he must indemnify Aquilana in full.
- Online services may be used only in compliance with the contract and for the intended purposes.
- No protected commercial rights and copyright or other intellectual property rights may be breached.
- If the user suspects that unauthorised third parties have become acquainted with one or more of the user's means of identification, he must immediately change or alter the relevant means of identification. If that is not possible, the user must arrange without delay for access to myAquilana to be frozen (see Sec. 5.2).

The Customer bears all the risks resulting from any breach of the above duties of diligence.

4 Orders, notifications and delivery of documents

4.1 Orders and notifications

Aquilana is entitled to perform the orders placed with it via myAquilana or to act on notifications, provided that a correct registration has been made within the meaning of Sec. 2.1.

4.2 Electronic delivery of documents

myAquilana enables the user to access documents selected in myAquilana in the electronic format only. Aquilana accepts responsibility for the authenticity of the documents supplied electronically via myAquilana. Documents are deemed to have been received when they are made available in myAquilana.

5 Security notes and block

5.1 Security notes

myAquilana is accessed via the Internet. Despite all security measures which respect the latest state of the art, no absolute security can be guaranteed on the Aquilana and user sides. The user's terminal device is part of the system but beyond Aquilana's control and may become a weak point of the system. Aquilana calls the user's particular attention to the following risks of using the myAquilana online services:

- Inadequate knowledge of the system and lack of safety precautions on the terminal device may facilitate unauthorised access. The user is responsible for seeking accurate information about the appropriate security measures and for taking such security measures as may be necessary.
- The compilation of a user profile by his network operator (e.g. Internet, WLAN or SMS provider) cannot be ruled out, i.e. the network operator is able to ascertain at which time the user was in contact and with whom he was in contact.
- There is a risk that, while myAquilana is being used, a third party may gain access to the user's terminal device without the user being aware of this.
- There is a risk that when a network is being used (e.g. Internet, SMS, WLAN) viruses etc. may infect the terminal device when the terminal device makes contact with the network. Suitable security software available on the market can help to make the user more secure.
- Information and data are transferred between Aquilana and the user via a public network that is accessible to everyone (e.g. Internet, WLAN). The data may be transferred across borders without any kind of control. This likewise applies to data transfer even if the sender and receiver are both located in Switzerland. Individual data packages are admittedly transferred in encrypted form, but the particular sender and receiver are not encrypted. A conclusion as to a customer relationship between the customer and Aquilana may therefore be drawn.

Aquilana declines all liability for noncompliance with the security requirements (in particular for the deliberate by passing of reasonable security provisions, e.g. through roots).

5.2 Block

- a) If security risks are established, Aquilana reserves the right to block access to myAquilana until further notice in the customer's own interest and to protect Aquilana.
- b) If unlawful use of myAquilana is presumed to have occurred (e.g. multiple entry of an incorrect password), Aquilana reserves the right to block access to myAquilana temporarily at any time. Access to myAquilana may also be blocked by Aquilana at the customer's express request. In every case, use of the online services is automatically terminated once the customer's insurance relationship with Aquilana has ended.
- c) The online service may be disturbed from time to time by maintenance work. This gives no entitlement to compensation or to any other claims that the customer may put forward.
- d) The user may instruct Aquilana by telephone (on +41 56 203 44 22) or in writing (via e-mail to kundendienst@aquilana.ch) to block his access to myAquilana. Actions performed until such time as the block is placed cannot be cancelled retroactively.

6 Data protection and data use

6.1 Data protection and data security

Aquilana complies with the Swiss Data Protection Act when it makes use of personal data. In particular, Aquilana does not disclose the user's personal data to third parties without authorisation and protects the personal data entrusted to it, as required by law, by taking suitable technical and organisational measures to prevent unauthorised processing. Official bodies, employees and officers of Aquilana have a statutory duty to refrain from disclosing customers' personal data and business documents. The customer is aware of the fact that myAquilana is accessed via the Internet which involves a global alliance of computer networks and autonomous systems. Despite the use of modern security technologies, no absolute security can be guaranteed on Aquilana's side or on that of the customer or in the context of data transfer. Further information about data protection and data security can be consulted on the Aquilana website at aquilana.ch/datenschutz.

6.2 Data use

The data entered in myAquilana are used for business transactions within Aquilana. In addition, the data are stored and processed for a limited time for quality assurance and statistical evaluation purposes. Aquilana further reserves the right to evaluate data with a view to the improvement of its services and to develop offers that meet particular needs. In addition, the data may be used for own marketing purposes and to make contact with the customer. Consent to the use of data for advertising purposes can be withdrawn by the customer at any time.

6.3 Foreign legal systems/Import and export restrictions

The use of online services abroad may under certain circumstances breach rules of foreign law. The user is responsible for seeking information on this matter. Aquilana declines all liability in this regard. The user further notes that import and export restrictions may be imposed on encryption algorithms and he may breach such restrictions if he uses online services abroad.

6.4 Apple and Google privacy policy

The myAquilana app is made available via relevant app platforms. A valid account with the particular app platform and a suitable terminal device are needed for installation and full use. For data protection within these stores or in direct relationship to them, please refer to their privacy notices.

Apple App Store:

[Apple privacy policy \(www.apple.com/legal/privacy/de-ww/\)](https://www.apple.com/legal/privacy/de-ww/)

Google Play Store:

[Google privacy policy \(policies.google.com/privacy?hl=de\)](https://policies.google.com/privacy?hl=de)

7 Cookies and Google Firebase

7.1 Cookies

Aquilana analyses the use of myAquilana and makes anonymous evaluations. These help Aquilana to constantly optimise myAquilana and make it more customer-friendly. Cookies (small text data files incorporating an identification number) enable Aquilana to improve the customer service and recognise previous users again. If the user does not wish to permit the use of cookies, browser settings can be chosen to ensure that incoming cookies are only stored after confirmation or always declined. To make navigation by the user easier, Aquilana advises acceptance of the cookies which should not be deleted. If they are blocked, full use of some online services in myAquilana may not be possible.

7.2 Google Firebase

We use Google Firebase in the app and in the myAquilana customer portal. Google Firebase is part of the Google Cloud platform and provides app developers with a range of services for the development, quality control and improvement of apps. We use the services of Google Firebase, Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland, as the contract data processor, to process your data in order to continuously analyse use of the myAquilana app to enable us to improve the service stability and operability of the app for our users. Information on the use of our application is gathered with Firebase, transferred to Google and stored in a computer centre situated within the European Union. However, we cannot rule out the possibility that usage data may be transferred to Google LLC in the USA or by Google to subcontracting processors in third countries (within the meaning of Art. 43 or Art. 46, para. 2 GDPR and/or refDSG Art. 6 or Art. 7).

The insurer cannot identify a specific user. Consequently, no personalization or link is made with your user data. Further information about the protection of your data in Firebase and the agreements signed with Google on data processing can be found here: [Privacy and security in Firebase \(firebase.google.com/support/privacy?hl=de\)](https://firebase.google.com/support/privacy?hl=de).

Information about the Firebase functions that we use in the MyAquilana app is set out below.

7.2.1 Firebase Cloud Messaging

We use Firebase Cloud Messaging to enable us to give you up-to-date information by push messages. Push messages are messages that are displayed on your device without opening the app.

During installation of the app, a pseudonymized reference ID (Firebase installation ID) is assigned to your terminal device to serve as the destination of the push messages. If the app is deinstalled, this ID continues to be processed for some time before it is finally erased. In case of reinstallation, a new ID will be assigned to your terminal device.

You can (de)activate this function yourself at any time in your terminal device settings. If the function is deactivated, you will not receive any push messages.

The legal basis for the data processing is the legitimate interest within the meaning of Art. 6 para.1 letter f GDPR and/or revDSG Art. 13. The legitimate interest is that of being able to inform you of documents received or data that have been processed. For further information about Firebase Cloud Messaging, please refer to the Google Firebase privacy information: [Data processing information \(firebase.google.com/support/privacy?hl=de#data_processing_information\)](https://firebase.google.com/support/privacy?hl=de#data_processing_information).

7.2.2 Firebase Crashlytics

We use Firebase Crashlytics to check and quickly remedy errors that may occur in our app.

If the app crashes, certain information about the crash such as the time of its occurrence, type of device, operating system and other technical data (including installation UUID and crash traces) will be sent from your mobile device to Crashlytics. These crash reports do not contain the IP address or information enabling you to be identified personally.

The legal basis for the data processing is the legitimate interest within the meaning of Art. 6 para.1 letter f GDPR and/or revDSG Art. 13. The legitimate interest is that of improving the app constantly so as to be able to offer you a faultless, fully functional application.

For further information about Firebase Crashlytics, in particular the duration of processing, please refer to the Google Firebase privacy notice: [Data processing information \(firebase.google.com/support/privacy?hl=de#data_processing_information\)](https://firebase.google.com/support/privacy?hl=de#data_processing_information).

7.2.3 Google Analytics for Firebase

If you grant your consent, the myAquilana app and customer portal use the Google Analytics for Firebase service to process anonymized data on use. These data are not linked to your account data so that no personal identification can be made by us.

The following data on use are processed to improve and constantly optimize the myAquilana app; they are stored for a period of 14 months:

- Data about the frequency of use enable us to determine the general acceptance of the app and whether developments lead to more frequent or longer use.
- Information about the length of the session/consultation helps us to detect usability defects and optimize contents.
- Buttons used and contents viewed enable us to improve frequently used features and optimize accessibility.
- Screen flows or sequences of individual screen use help us to better understand the instances of use and aims of our users and to improve the speed of frequently used sequences in the app.
- For certain evaluations, we use demographic features made available by Google to gain a better understanding of our target group.

The legal basis for the data processing is your consent within the meaning of Art. 6 para.1 letter a GDPR and/or revDSG Art. 9. You may withdraw your consent to this processing in future releases of the myAquilana app or in the customer portal under "Share settings/General/Usage data".

Failure to grant consent has no direct impact on the function of the app. However, without statistical data further development of the myAquilana app by us is more difficult. For more information about Google Analytics for Firebase, please refer to the data processing information provided by Google Firebase: [Data processing information \(firebase.google.com/support/privacy?hl=de#data_processing_information\)](https://firebase.google.com/support/privacy?hl=de#data_processing_information).

8 Termination of the contractual relationship

a) This contractual relationship ends with the loss of the user's role (see Sec. 2.1.a) or by termination of this agreement for the use of myAquilana by either party (see Sec. 8b to 8d) or when the insurance relationship on which the use of myAquilana is based has ended (see Sec. 5.2b).

b) This contractual relationship may be terminated at any time both by the user and by Aquilana. The contractual relationship ends four (4) weeks after notice of termination has been given. Upon the termination of this agreement on use, any insurance relationship existing between Aquilana and the user remains in force.

c) Notice of termination by Aquilana shall be given in writing. In that case, the contractual relationship created by this agreement on use ends four (4) weeks after the date printed on the letter given notice.

d) The user continues to have access to myAquilana for ninety (90) days with a limited scope of functions once the contractual relationship under this agreement on use has ended. The user must therefore make sure to download in good time any myAquilana data that he still needs. Once this contractual relationship has ended, all documents will once again be supplied in paper form only.

9 Intellectual property

All intellectual property rights in the myAquilana contents remain vested in the owners of the particular rights. Any disclosure, duplication, amendment or publication of some or all of the myAquilana contents are prohibited without Aquilana's prior consent.

10 Exclusion of guarantee and liability

Aquilana endeavours to assure the smooth operation of myAquilana. However, Aquilana does not guarantee availability of the online services in myAquilana at all times and free from potential defects. To the extent permitted by law, Aquilana declines all liability for any direct or indirect prejudice suffered by the customer in connection with the use of myAquilana. This comprises in particular prejudice caused by the use of information, transmission errors, technical defects, interruptions, faults or unlawful actions by third parties. Aquilana is likewise not liable if the online services in myAquilana are temporarily interrupted, restricted in whole or in part or rendered impossible by force majeure or accident or through the fault of a third party. The term force majeure includes in particular power cuts and the presence of harmful software, e.g. virus infection, as well as natural events of particular intensity (earthquake, avalanche, flood, landslide etc.), acts of war, rebellion, unpredictable official restrictions etc. Aquilana reserves the right to limit, amend or suspend the availability of my Aquilana at any time without stating reasons. Aquilana is not liable if the customer or user suffers prejudice in such cases.

In addition, Aquilana is liable neither for the accuracy and outcomes of the data made available nor for secondary damage caused by the use of third-party providers' Face ID or Touch ID apps in the login process (user login). Aquilana is likewise not liable for prejudice caused by any login failure or by defects in the third-party providers' service offering.

11 Rules on charges

Access to myAquilana is in principle made available free of charge. Aquilana reserves the right to introduce charges for its online services in myAquilana at any time or to amend existing charges. In such cases, new terms and conditions of use will be supplied to the customer for acceptance by him on the basis of Sec. 1.2.

12 Applicable law and place of jurisdiction

All legal relationships of the customer and user, the terms and conditions of use and the use of myAquilana shall be governed by Swiss law to the exclusion of any legal provisions on conflicts between different bodies of law and to the exclusion of the provisions of the Vienna Convention on the International Sale of Goods (CISG). The sole place of jurisdiction for all proceedings is Aquilana's registered office in Baden, unless binding Swiss law or the insurance conditions for insurance contracts stipulate otherwise.

13 Final provisions

Should individual provisions of these terms and conditions of use be or become invalid, that fact shall not affect the validity of the remaining provisions. All secondary agreements or arrangements between the customer and Aquilana must be made in writing. The place of performance is Aquilana's head office in Baden.