



# Terms of Use

## 1. Scope of Application of the Terms of Use

- (1) These Terms of Use govern the relationship between you, the user of the SafeSide website, and the SafeSide application (together SafeSide Platform), which can be accessed on the Internet at <https://safeside.life>, and SafeSide Life AG (hereinafter: "SafeSide"), Stauffacherstrasse 100, 8004 Zurich, CHE -471.295.928, which is the operator of the SafeSide Platform.
- (2) SafeSide is not an insurance company but acts as an insurance intermediary registered with FINMA under the number 34'272. As an insurance intermediary, SafeSide provides you with brokerage and advisory services. SafeSide is also responsible for managing your policies and archiving your files.
- (3) You can call up and print out the currently valid Terms of Use at [www.safeside.life](http://www.safeside.life)

## 2. User Contract and Account

- (1) By completing the online registration process ("Registration"), a user contract is concluded with SafeSide. The object of the user contract is the free use of the SafeSide platform. You have the possibility to use the SafeSide platform to a certain extent even without your registration. In particular, you can use the SafeSide needs calculator. The recommendations of the needs calculator do not count as advice. Also, the answers listed under Frequently Asked Questions are not to be understood as advice from SafeSide.
- (2) The creation of an account is required for registration. The registration includes your first and last name, your address, your telephone number, your email address and a password set by you ("registration data").
- (3) The creation of an account is only possible with your current e-mail address. This e-mail address is also used for communication with SafeSide. With your registration you consent to electronic communication with SafeSide at the same time.
- (4) You warrant that the data used during registration is accurate and complete. The use of pseudonyms is not permitted.
- (5) You warrant that you have registered yourself.
- (6) These Terms of Use are provided in German and English. However, only the German version of the Terms of Use is valid and legally binding.

### 3. Use of the SafeSide Platform

- (1) The use of the SafeSide platform enables you to:
  - a) Obtain information on the topic of pure life insurance.
  - b) Use the SafeSide needs calculator.
  - c) Digitally apply for pure life insurance with Basler Leben AG.
  - d) Manage your pure life insurance within the framework of the current version of the SafeSide platform.
- (2) SafeSide is entitled at any time to block your access to the SafeSide platform if your use of the SafeSide platform is abusive and/or illegal. You have no claim to the maintenance of individual functionalities of the SafeSide platform. SafeSide may modify the SafeSide platform functionality at any time without your consent.
- (3) SafeSide makes every effort to ensure that the SafeSide platform operates trouble-free. This is naturally limited to services over which SafeSide has an influence. SafeSide is at liberty to restrict access to the SafeSide platform in whole or in part, temporarily or permanently, due to maintenance work, capacity requirements and other events beyond SafeSide's control.
- (4) The use of the SafeSide platform also requires the use of services of other providers (telecommunications companies, internet service providers, etc.). The use of these services is subject to the conditions (General Terms and Conditions, etc.) of these providers.

### 4. Application to conclude a pure life insurance contract with Basler Leben AG

- (1) SafeSide provides you with a needs calculator to help you determine your insurance needs. The result of the needs calculator does not represent an exact result and is not considered advice. Your personal financial needs depend on many different parameters. The calculation is designed in such a way that it covers as many constellations as possible and provides you with a good decision-making basis for choosing the level of your insurance needs.
- (2) After choosing your insurance requirements, providing your personal and medical information, choosing your premium, then registering, confirming that the information provided is true, agreeing to the data protection declaration and the General Insurance Conditions of Basler Leben AG, you make the following declarations of intent electronically:
  - Confirmation that your details are true and therefore correct.
  - Confirmation that you are acting in your own name and for your own account.
  - Application for a pure life insurance policy with Basler Leben AG.
- (3) SafeSide enables you to use the SafeSide platform in English. In the event of deviations resulting from the translation, the wording in German shall always apply. The English version of the platform is not legally binding. Your application to take out a pure life insurance policy is always in German. The contractual language of your pure life insurance policy concluded with Basler Leben AG is German.

## 5. Obligation to Cooperate

You warrant to SafeSide that your use of the SafeSide platform will not violate any applicable law or common decency. The setting of external links is not permitted. In particular, it is not permitted to disseminate content that represents, concerns or contains

- racism
- a glorification of violence and extremism of any kind
- incitements to criminal offences and violations of the law, threats to life, limb or property
- incitements against persons or companies
- ad hominem offensive statements, defamations and slanders
- copyright infringing content or other infringements of intellectual property rights
- porn
- offensive, sexist, obscene, vulgar, abominable or disgusting materials and expressions or sexually harasses users and third parties.

## 6. Further Obligations to Cooperate

- (1) Without express permission from SafeSide, you may only use the portal for private purposes and may not advertise for yourself or third parties (in particular: spam messages).
- (2) You are obliged to handle your registration data carefully. Without exception, you are prohibited from disclosing your registration data to third parties and/or allowing third parties access to your account by circumventing the registration data. If you become aware that someone has gained unauthorized access to your account, you must inform SafeSide immediately.
- (3) You must refrain from any activity that could impair and/or excessively burden the operation of the SafeSide platform or the technical infrastructure behind it. In particular, you may not license, edit, modify, copy, integrate into your own service, link to other software, or exploit in any other way the software developed and/or used by SafeSide.
- (4) All texts, images and other information and data published on the website are - unless otherwise indicated - subject to the copyright of SafeSide. Any form of reproduction and/or modification may only take place with the written permission of SafeSide. Otherwise SafeSide reserves the right to take legal action against this infringement. All costs caused by your infringement will be charged to you.

## 7 Liability

Any liability of SafeSide arising from this usage contract is excluded unless SafeSide has caused the damage intentionally or through gross negligence. SafeSide accepts no liability for the trouble-free use of the services listed in Section 3 (4).

## 8. Right to Exemption

You indemnify SafeSide and its employees or agents against all claims of third parties in connection with the use of the SafeSide platform due to alleged or actual infringement of rights and/or infringement of rights of third parties. In addition, you undertake to reimburse all costs incurred by SafeSide as a result of claims made by third parties. In addition to the reimbursable costs, the costs of an appropriate legal defence shall also be paid.

## 9. Personal Data

- (1) You hereby consent to the storage of personal data entered by you. This also applies to the storage of the IP addresses that are transmitted each time you use the SafeSide platform.
- (2) The use of the SafeSide platform makes the collection, processing and use of personal data by SafeSide unavoidable. SafeSide guarantees to handle all stored data with care and to process them exclusively within the scope of your data protection consent. SafeSide will only use personal data beyond this if this is permitted by law or if you have given your prior consent.
- (3) You further agree that SafeSide may use your personal data for direct marketing purposes. This includes advertising by e-mail and mail.
- (4) Of course the SafeSide privacy policy applies in its currently valid form, which you can access at <https://safeside.life/privacypolicy>.

## 10. Contract Duration/Termination

- (1) The contract runs for an indefinite period and can be terminated by either party at any time without notice and without giving reasons. A termination has no influence on the validity of the pure life insurance taken out by you.
- (2) In addition, and beyond this, the right of the parties to terminate the contractual relationship by extraordinary termination for good cause remains unaffected. An extraordinary termination has no influence on the validity of the pure life insurance taken out by you.
- (3) For SafeSide there is an important reason for the termination of this contract if you violate your obligations according to Sections 3, 5 or 6 of this contract.

## 11. Final Provisions

- (1) Should the contract contain ineffective regulations, the effectiveness of the rest of the contract remains unaffected.
- (2) Only Swiss law shall apply to this contract. The place of jurisdiction shall be the court having jurisdiction at the registered office of SafeSide Life AG, whereby SafeSide Life AG shall be free to take legal action at another court.