Liberty WebPKS User Agreement – Employer portal

(hereafter referred to as the "Agreement")

between

❑ **Liberty BVG Collective Foundation**
❑ **Liberty 1e FlexInvest Foundation**

Steinbislin 19
6431 Schwyz

(hereafter, "Foundation")

and

Company:
Street/Nᵒ:
Postal code/place:

(hereafter "User")
(jointly referred to hereafter as the "Parties")

Authorised person:
First name/name:
Employer:
Mobile number:
Business e-mail address:

1   This Agreement regulates the use of the Liberty WebPKS application between User and Foundation.

2.   User's access to the application shall be either by the person designated by the User as the Authorised Person, or by a cooperation partner of the Foundation (hereafter, the "Consultant") in charge of customer support to the User who shall be expressly designated by User as the Authorised Person by means of an electronically-granted access authorisation. When using the Liberty WebPKS application, the Authorised Person shall in any event act exclusively as User's representative. User undertakes to notify Foundation immediately of any changes in the Authorised Person or Consultant. If User fails to notify the Foundation of a change, the Foundation may assume that no change in authorisation has been made. User shall fully indemnify and hold Foundation harmless from the consequences of any actions of the Authorised Person or Consultant, or of any not duly authorised person or consultant.

3.   The use of the of Liberty WebPKS applications is subject to the appended General Terms and Conditions of Use. User confirms that it has read the General Terms and Conditions of Use and undertakes to remit the latter to the Authorised Person or Consultant and inform them about their contents. User shall bear any consequences arising from inadequate knowledge by the Authorised Person or Consultant of the General Terms and Conditions of Use of Liberty WebPKS.

4.   The General Terms and Conditions of Use and the electronic access authorisation logfiles form an integral part of this Agreement.

5. Place of performance, governing law and jurisdiction:
    This Agreement is governed by Swiss law. Place of performance
    and jurisdiction is 6431 Schwyz (SZ).

6. Effective date
    This Agreement shall enter into force on _____.
    If no date is indicated, the effective date shall be the date the
    electronic access authorisation is granted to the Authorised Per-
    son or Consultant by User.

Foundation

Schwyz, _____

_____

_____

User

Place and date: _____

_____

_____

General Terms and Conditions for the Use of Liberty WebPKS

1. Access to the application

1.1 Technical access to the application shall be assured by means of the requisite internet operating hardware and software.

1.2 Access to the Liberty WebPKS application shall be granted to persons who log in with strong authentication.
Strong authentication means logging in with:
– the contract number
– a complex password
– an access code sent via SMS

1.3 The Foundation shall deem any person who authenticates themself in accordance with paragraph 1.2 to be an Authorised Person, i.e. a person empowered by the User to use the Liberty WebPKS application. The Foundation may allow the Authorised Person to use the Liberty WebPKS application without further verifying their authorisation.

1.4 User unreservedly acknowledges all transactions executed through the Liberty WebPKS application under its own authentication. Similarly, all instructions, orders, messages, etc., which reach the Foundation in this way shall be deemed to have been written and authorised by User.

1.5 The Foundation may refuse to provide information, or to receive orders and messages, via the Internet at any time without giving reasons. The Foundation may at any time require the Authorised Person to authenticate themself anew in another form.

2. Duty of diligence

2.1 The Authorised Person shall preserve the secrecy of their password and safeguard it against misuse by unauthorised persons. The passwords chosen must be strong and hard to crack. The Foundation reserves the right to set appropriate complexity requirements for passwords. Passwords and contract numbers shall be stored separately.

2.2 User shall bear all risks associated with the use of the authentication features.

2.3 If it is feared that unauthorised third parties may have gained knowledge of an Authorised Person's password, or that unauthorised use may be made of the Liberty WebPK application for any other reason, User shall call the Foundation immediately to arrange for access to be blocked. User shall bear the risk of unauthorised access before blocking is arranged. User shall notify the Foundation in writing when the blocking is to be released.

3. Foundation's exclusion of liability

3.1 To the extent permitted by law, the Foundation declines all liability for any and all damages incurred by User from or in connection with the use of Liberty WebPKS.

3.2 The Foundation assumes no liability for the accuracy and completeness of the data transmitted by it over the Internet.

3.3 User shall bear sole liability for the requisite internet operating hardware and software. User acknowledges that the Foundation does not distribute the corresponding hardware and software for operating the Liberty WebPKS application. It is for User to ensure it is informed about the necessary security measures, and to implement and always comply with such measures. The Foundation assumes no liability for the network operators (providers) or for the necessary hardware and software to access the Internet.

3.4 The Foundation is not liable for any damage sustained by User, the Authorised Person, or the represented firms on the following grounds: transmission errors, technical defects, overloads, interruptions (including system-related maintenance work), malfunctions and unlawful interference with telecommunications equipment and networks, by the fault of the telecommunication equipment or network operators or owing to other errors.

3.5 If the Foundation detects a security risk, it may interrupt the Liberty WebPKS application at any time. The Foundation is not liable for any damages resulting from such interruptions.

3.6 The Foundation declines all liability for damages incurred by User in connection with the non-performance or misperformance of its contractual obligations towards third parties. This also applies to indirect and consequential damages, such as loss of profit or third-party claims.

3.7 The Foundation is only liable for damage caused by gross negligence on its part.

4. Authority

The access authority granted to an Authorised Person shall be valid until it is revoked by written notice to the Foundation. It is expressly stipulated that, once granted, an access authority shall not expire upon the death or incapacity of the authorising party and shall remain in force until revoked, irrespective of any publications or entries to the contrary in the Commercial Register.

5. Confidentiality obligation in occupational benefits

User and the Authorised Person acknowledge that all persons involved in the provision of occupational benefits are subject to a statutory duty of confidentiality with regard to the personal and financial circumstances of the insured members and the represented firms.

6. Internet security

6.1 User and the Authorised Person acknowledge the following:
- data is transmitted via the Internet, an open and generally accessible network, and thus regularly travels unchecked across borders. This also applies to data exchanges when both the sender and the recipient are in Switzerland;
- inadequate systems knowledge and deficient security measures can facilitate unauthorised access (e.g. insufficiently protected data storage on mobile storage media, file transfers, screen broadcasting, etc.);
- there is a possibility that User's internet provider may create a traffic profile, enabling the latter to track when User contacted whom;
- there is an underlying risk that a third party may gain unnoticed access to the computer during use of the Internet (e.g. via Java or an ActiveX application);
- there is the permanent risk that when User goes online, computer viruses may spread from the Internet to the computer as soon as the User's computer makes contact with the outside world, whether via computer networks or storage media. Virus scanners can support User's security measures;
- it is important that User only work with software procured from a trustworthy source;
- the Foundation expressly recommends that User install a state-of-the-art anti-virus program and a firewall for increased protection.

6.2 Data packages transmitted via the Liberty WebPKS application are transmitted in encrypted form. To ensure data security, a multi-level security system using high-standard cryptographic procedures, among other things, is implemented. Encryption essentially prevents unauthorised persons from accessing the confidential contractual data. Notwithstanding and despite all state-of-the-art security precautions, absolute security cannot be guaranteed on the Foundation's or on User's part. The sender and the recipient are not encrypted. Therefore, the existence of a relationship with the Foundation may always be inferred by third parties.

7. e-Mail

User acknowledges that data transmitted by e-mail is unprotected (exception: if User has an e-mail encryption system). The burden of proof for the sending of e-mail lies with the sender. e-Mail does not count as written notice for the purposes of this Agreement.

8. Printouts

The Foundation does not guarantee the accuracy of documents printed out by Authorised Persons. Such printouts are not legally binding on the Foundation.

9. Amendments

The Foundation reserves the right to amend these General Terms and Conditions of Use and the Liberty WebPKS offer at any time. Such amendments shall be notified to User, for its attention and that of the Authorised Person, by circular letter or in any other suitable manner. Failing written objection, the amendment shall be deemed approved within one month of notification, and with the next use of Liberty WebPKS.

10. Termination

The Liberty WebPKS Agreement may be terminated by either Party at any time in writing for the end of a month.

11. Legal prescriptions apply

The legal prescriptions governing the operation and use of the Internet prevail and apply to this contract from the time they come into force.

12. Omissions in the General Terms and Conditions

In the absence of a relevant provision, the management of the Foundation shall be entitled to adopt an appropriate rule. In all other respects, the regulations of the Foundation shall apply.