

# **General Terms & Conditions**

vlot Ltd, Furtweg 9, 8248 Laufen-Uhwiesen, Switzerland, registered in the commercial register of the canton of Zurich under the company number CHE-356.563. 535, (hereinafter referred to as "**vlot**") operates a website (www.vlot.ch, hereinafter referred to as the "**vlot website**") and a platform (www.my.vlot.ch, hereinafter referred to as the "**vlot platform**") with information and offers on insurance topics.

These general terms & conditions ("**T&C**") govern the relationship between vlot and the users (hereinafter referred to as "**user**" or "**users**") of the vlot platform.

#### 1. Scope

These T&C apply to the use of the vlot platform. By using the vlot platform and obtaining information and services via the vlot platform, the user confirms that he accepts these T&C in their entirety and without change.

#### 2. Services

vlot provides the following functions and services on the vlot platform:

Users can run an analysis on the vlot platform, which calculates potential cover gaps for the risks death and disability, based on the current insured benefits for the above mentioned risks and the current standard of living of a user's household. Therefore, users are being asked for data required to create this analysis. This data includes, inter alia, information about marital status, occupation and income, pensionfund information, existing insurances as well as real estate ownership and mortgages.

Furthermore, users can buy insurance coverage directly on the vlot platform. The coverage corresponds to the result of the analysis and closes the calculated cover gaps.

Later on, users can re-run the analysis in case their life situation changes (changes are a.o. a wedding, new employment contract, new employer, getting a child, taking out a mortgage for real estate, or divorce). In some circumstances, vlot will trigger the re-analysis automatically if vlot suspects a change in the life situation of a user. The user then receives a noticification from vlot (via email, push message on a mobile phone, or by other means) on the results of the re-analysis. The user can then adjust his coverage according to the new analysis and cover amount as well as payable premium change accordingly.

In particular, vlot reserves the right to make similar offers to users based on their data, based on general criteria (e.g. age or seat of residence), with the offers they have viewed or completed. Users can at any time unsubscribe the notifications from vlot.

vlot has insurance companies as partners who take on the role of the risk carrier. vlot is not an insurance company and assumes no responsibility for insurance-typical services. vlot provides consulting, brokerage and support services. The insurance contract is concluded directly between the user and the risk carrier or insurer. Administrative tasks, such as issuing the insurance policy, billing the insurance premiums, etc. are taken over by vlot.



# 3. Duties of the User

#### 3.1 General

Users commit to use the vlot platform only for the purposes intended by vlot. The user must not bring the vlot platform or its stored algorithms into their own computer programs or

- · assemble,
- sell,
- · rent,
- · distribute,
- sublicense,
- · integrate into other programs,
- associate with other programs,
- · use for illegal purposes or
- use for own economic aims that are not within the meaning of vlot and without permission from vlot.

### 3.2 Registration

The vlot platform is partially accessible to users without registration. For the area which is accessible without registration, the user can use either his real name or a pseudonym, only his first name, an abbreviation or any other name

To use vlot's complete offering, users must register. Registration as a user is reserved for natural persons. The clear name obligation applies, i.e. users must register with their birth name. Using pseudonyms is expressly prohibited.

Furthermore, the user agrees to provide answers to all questions asked by vlot truthfully and completely. This applies in particular, but not exclusively, to questions about the state of health, the physical condition, the status as a smoker / non-smoker and other risk-related matters such as exercising of high-risk sports . The user is hereby expressly informed that missing, incomplete or false information can have a negative influence on possible claim payments.

### 3.3 User account

The user must comply with the following rules when using his vlot user account:

- a) The user must keep his password secret and carefully secure access to his account.
- b) The user is obliged to inform vlot immediately if there are indications that a user account is misused by third parties.
- c) vlot encrypts users' passwords, does not pass them on to third parties, and never asks users for their passwords via email or phone. vlot itself does not know the password and has no access to it.
- d) The user is liable to vlot for all activities made using its user account.
- e) A user account is not transferable.
- f) vlot reserves the right, at its sole discretion, to block user accounts at any time provided they have not been fully and correctly opened, violate any applicable law or these T&C.



# 4. Cost of registration / usage of the platform

The registration on the vlot platform is free. The use of certain platform functionalities is subject to a fee. For the use of this fee-based offer, the remuneration shown on the vlot platform is owed for the respective functionality. Chargeable functionalities are clearly marked as such and must be paid for by means of the payment method shown on the vlot platform.

The fee-based service applies to the binding period of validity stated on the vlot platform. The user can cancel the fee-based service directly in his account with a notice period of 30 days to the end of the relevant period. Without notice, the fee-based service is automatically extended by the same duration. Upon termination of the fee-based service, the user simultaneously and automatically terminates the insurance policy administered via the vlot platform.

vlot may terminate the user account of a user at any time or in case of a paid service by giving notice of 30 days prior to the end of the relevant term. Upon termination of the fee-based service, the insurance policy administered via the vlot platform is also terminated at the same time. The right of blocking (Section 3.3) remains unaffected

### 5. Third party contributions

vlot offers its users the possibility of using third-party services for certain offers listed on the vlot platform. All or part of these services may be chargeable. For the services of third parties, the conditions (general terms & conditions, privacy policy, etc.) of the company responsible for the offer apply accordingly. When using an offer of a third party company, this third party company is the sole contractual counterpart and contact for the user.

# 6. Availability of the vlot platform

vlot endeavors to make the platform as accessible as possible at all times. vlot, however, cannot guarantee this. vlot is not liable for any failures due to technical reasons (e.g., faulty hardware, faulty software, maintenance work, etc.) or reasons that cannot be influenced by vlot (e.g., force majeure, fault by third parties).

# 7. System integrity and malfunction of the vlot platform

The user acknowledges that the following rules apply for all users of the vlot platform:

- Users may not use software or other scripts in connection with the use of the vlot platform or perform any other actions that may interfere with the functioning of the vlot platform.
- Users may not take any action that could result in an unreasonable or excessive load on the infrastructure of the vlot platform.
- Users may not block, overwrite or modify content generated by vlot, or interfere with the vlot platform in any other disturbing way.
- Users may not publish content on the vlot platform or distribute content via the vlot platform, which violates applicable law, these T&C or third-party rights.



#### 8. Sanctions

vlot may, at its own discretion, take the following action if vlot believes that a user violates any law, rights of third parties, or these T&C, or if vlot deems it necessary to take such action for other legitimate interests:

- · Delete entries or other content,
- · warning of users,
- restriction of the usage of the vlot platform,
- provisional blocking of users,
- final blocking of users, if the user concerned
  - has provided incorrect contact information, in particular an incorrect or invalid e-mail address,
  - tried to transfer his user account,
  - harms other users or vlot directly, especially if he abuses services of vlot,
  - repeatedly disregards these T&C, or
  - in case of another important reason.

Once a user has been definitively suspended, there is no right to recover the blocked user account or to refund any paid contributions. Once a user has been suspended, he may neither use the vlot platform again with other user accounts nor log in.

### 9. Intellectual property

All rights to the vlot platform and its contents are either owned by vlot or licensed to vlot by third parties. The existing intellectual property rights such as copyrights, trademarks and other intellectual property rights belong exclusively to vlot or the licensors of vlot. Users may only use this content in connection with the use of the vlot platform and may not download, copy, reproduce, distribute, transmit, present, sell, license or use it otherwise for any other purpose without the prior written consent of vlot.

### 10. Data protection

To provide services, vlot requires personal and impersonal information from users. These data may be collected, stored, processed and, if necessary, transmitted to third parties commissioned to provide our services within the framework of this contractual relationship for the purpose of justification, implementation and processing. vlot takes appropriate technical and organizational measures to protect data against unauthorized processing. Users are aware that certain information they disclose to vlot is particularly sensitive personal information which may relate to their state of health. Users hereby expressly consent to vlot collecting, storing, processing and forwarding this data to the insurers who are risk carriers of their policy.

vlot will not make personal data of the users accessible to recipients who do not guarantee adequate data protection.

The type, scope and purpose of collecting, processing and forwarding the personal data required for the provision of vlot's services can be found in detail in our data privacy policy.

# 11. Liability and indemnification

To the extent permitted by law, any liability of vlot from or in connection with these T&C and the operation of the vlot platform is excluded. In particular, vlot assumes no liability for any non-availability or disruption of the system or individual functions, publication or deletion of data and the actual identity of a user and rejects any claims for damages in this connection.



# 12. Changes to the terms and conditions and the offering of vlot

vlot can make changes to these T&C as well as to the offering (individual services or functionalities of the vlot platform) at any time and at vlot's sole discretion. Changes are displayed to users before they come into effect.

# 13. Final provisions

If any provision of these T&C is void, the remaining provisions remain unaffected by this voidness. The void provision shall be replaced by one that comes closest to the meaning and purpose of the invalid provision in a legally effective manner. The same applies to possible gaps in regulation.

For this contractual relationship, Swiss law is applicable. Jurisdiction is exclusively at the seat of vlot, whereby vlot is entitled to prosecute a user at his domicile.

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