

## Terms and conditions of use

### Pando app

#### 1. Scope of application

By accessing the Pando app (hereinafter referred to as the “app” or “Pando”) of Swiss Life Ltd (hereinafter referred to as “Swiss Life”) and the data, information and functions made available there (see section 2), the user (hereinafter referred to as the “user” or “policyholder”) accepts the present conditions that govern the policyholder’s use of the app (hereinafter referred to as “use”).

#### 2. Service offering

**2.1** Swiss Life brokers a pension product of Swiss Life 3a Employee Benefits Foundation (hereinafter referred to as the “Foundation”) to policyholders domiciled in Switzerland via the app. The app may be downloaded from the App Store or Play Store in accordance with the regulations of the respective provider. The legal relationship between the policyholder and the Foundation remains unaffected by the download of the app. The policyholder opens the business relationship with the Foundation and is personally responsible for selecting the corresponding investments within the scope of the available investment strategies via the app; no advisory services by the Foundation or Swiss Life are initiated.

**2.2** The following product specifications refer exclusively to the policyholder’s business relationships under Pando:

- The policyholder must opt for an investment strategy and/or investment product for each business relationship.
- The policyholder can display the approximate value of his/her pension plan assets in the app. The values shown are not legally binding and are for information purposes only. All entitlements to benefits are based exclusively on the provisions of the contract and the regulations.
- The policyholder shall use the digital channels provided by Swiss Life for communication. Swiss Life may at its own discretion send business correspondence to the policyholder by app, e-mail, text message or post.

**2.3** Swiss Life shall make the information and functions required for logging into and using the app (hereinafter referred to collectively as “information and functions”) available on a mobile end device of the policyholder. This will enable the policyholder to access certain information and make use of functions offered by the Foundation or Swiss Life (e.g. retrieval of asset information, making of investments, retrieval of payment orders).

**2.4** Information and details on the app’s functions are available on the website [www.pando.ch](http://www.pando.ch). Swiss Life reserves the

right to make changes to the functions of the app. Such changes shall be communicated to the policyholder in an appropriate manner.

#### 3. Access restriction

**3.1** Access to information and functions by any person subject to a jurisdiction and/or regulation (e.g. United States of America / US Investment Advisers Act) which prohibits the publication of or access to such information and features (by reason of the person’s nationality, domicile or otherwise) is not permitted. This applies, for example, to persons residing or liable for tax in the US (so-called US persons). By downloading the app, the policyholder confirms that he/she meets these requirements.

**3.2** Furthermore, use of the app is specifically not permitted if the policyholder is unable to agree to these terms and conditions of use, the use of his/her personal data (including for marketing purposes) and communication by e-mail or other electronic means of communication and the attendant risks.

#### 4. Registration and access to the app / authentication

**4.1** Technical access to the app is via the policyholder’s end device. The policyholder selects the access service provider for this (e.g. Internet provider, telecommunications provider). The term “end device” comprises the hardware (including mobile devices such as smartphones) and software (especially apps) used for access. The policyholder’s end device must meet the requirements listed on the Internet pages of [www.pando.ch](http://www.pando.ch).

#### 4.2 Registration

The policyholder must truthfully enter the following information upon registration: last name, first name, date of birth and nationality of the policyholder according to official ID, residential address and e-mail address and Swiss mobile phone number in the policyholder’s name. For security reasons, the mobile phone number and e-mail address are verified by means of a corresponding confirmation request.

The insured person is prompted to upload a picture of their official ID document in the app (using the smartphone’s camera function or in another suitable form). This may include automatic authentication of the official ID document and, if necessary, authentication of the policyholder by comparing the ID photo using biometric facial recognition technology (ID scan).

### 4.3 Access to the app

Users who prove their authorisation by entering the means of authentication receive access to the app. Currently, the means of authentication comprise the personal password chosen by the policyholder and login via FaceID or TouchID. Swiss Life reserves the right to change or adjust the means of authentication for technical or other reasons.

### 4.4 Authentication

Anyone who proves their identity using the valid means of authentication (self-authentication) is entitled to use the information and functions of the app. Swiss Life may therefore allow the app user to initiate requests or accept orders and legally binding messages from him/her without further review of his/her authorisation. This also applies if the person concerned is not the actual beneficiary.

**The policyholder recognises without reservation all transactions conducted via the app using his/her means of authentication. All instructions, orders and notifications received by the Foundation or Swiss Life in this way are deemed to have been prepared and authorised by the policyholder.**

## 5. Policyholder's due diligence obligations

### a) In connection with the means of authentication:

The policyholder is obliged to regularly change his/her selected password. The password may not consist of easily identifiable combinations (e.g. telephone number, date of birth, car registration number). The policyholder must keep his/her means of authentication secret and protect them against misuse by unauthorised parties. In particular, passwords may not be stored or otherwise recorded unprotected on the policyholder's end device (mobile phone, computer, etc.). Means of authentication may not be handed over to third parties or made available in any other way. Requests allegedly made by the Foundation or Swiss Life to the policyholder to enter or disclose his/her means of authentication (e.g. requests by e-mail or e-mails with links to login pages, so-called phishing e-mails) may not be answered by the policyholder and should be reported by the policyholder to Swiss Life and deleted immediately. If the policyholder has reason to believe that unauthorised third parties have gained knowledge of his/her means of authentication, he/she must immediately alter or change the means of identification concerned. If this is not possible, the policyholder must block access or request access to the relevant services to be blocked immediately (see section 6).

### b) In connection with use of the end device by the policyholder:

The policyholder is obliged to minimise the risk of unauthorised access to his/her end device (e.g. via public electronic networks such as the Internet) by taking appropriate protective measures. In particular, the operating system and browser must be kept up to date, i.e. the software updates and security fixes made available or recommended by the respective providers must be installed immediately by the policyholder. In addition, the usual security precautions for public electronic networks must be taken, such as the use

of an anti-virus program and installation of a firewall, which must be kept up to date at all times. It is the responsibility of the policyholder to find out about the required security precautions in line with the current state of the art and to take the recommended security measures.

If the policyholder has reason to believe that unauthorised third parties have gained access to his/her end device, he/she is obliged to report this immediately to the Swiss Life hotline (section 16).

### c) In connection with data entry:

The policyholder is responsible for the completeness and accuracy of the data and information entered by him or her. Responsibility for sent data remains with the policyholder until it is taken over by the system for further processing. If the policyholder places an order electronically and subsequently discovers that the order has not or has only partially been executed as specified, he/she is obliged to file a complaint to Swiss Life or the Foundation immediately. If the status of an order is unclear, the policyholder can contact the Swiss Life hotline (section 16).

## 6. Blocking of access

The policyholder can have access to the app blocked. This can be requested from the Swiss Life hotline (section 16). The policyholder bears the risk of misuse of his/her means of authentication for use of the app prior to the blocking coming into effect within the customary period. In addition, the policyholder can temporarily block access at any time by entering the means of authentication incorrectly until blocking is displayed. The blocking can be lifted again at the policyholder's request.

## 7. Data protection

Swiss Life and the Foundation are authorised within the framework of these terms and conditions of use to process the policyholder's personal data and all data available in the app in the policyholder's user account in accordance with the [data protection declaration](#). Within this framework, the Foundation and Swiss Life are authorised to commission service providers and to transfer personal data to third parties in Switzerland and abroad. The policyholder bears all risks and responsibility concerning whether and which personal data and documents are uploaded and made available in the app, in what format and for how long. Insofar as the policyholder makes personal data of third parties available in the app, he/she bears responsibility towards such third parties and towards the Foundation and Swiss Life for the legality of disclosure of such personal data to the Foundation and Swiss Life, for notification of the third parties concerned in accordance with data protection regulations and for compliance with his/her other obligations under these terms and conditions of use. If the Foundation, Swiss Life and other contractual partners involved in the use of the app are subject to a duty of confidentiality, the policyholder releases them from such obligations within the scope of this use.

## **8. Information on security, confidentiality and risks associated with electronic data transfer**

### **8.1 Communications**

Swiss Life may provide a communication channel through the app for the bilateral exchange of information between the policyholder and the Foundation (hereinafter referred to as “communications”). The policyholder acknowledges that this channel is unsuitable for time-critical communications. Swiss Life only processes communications during normal business hours.

### **8.2 Electronic communication**

**8.2.1** Swiss Life will generally send the policyholder correspondence and advertising concerning products of the Foundation by e-mail to the e-mail address provided by the policyholder in the app.

Swiss Life and/or the Foundation may assume that all communications originate from the policyholder if such communications are sent from addresses (such as e-mail addresses or mobile phone numbers) which the policyholder uses in dealings with Swiss Life and/or the Foundation or which he/she has communicated to them. Swiss Life and/or the Foundation are authorised to contact the policyholder via the same channel. They are not obliged to obtain further identification of the sender or recipient. All communications sent by Swiss Life and/or the Foundation to these addresses are deemed to have been sent to the policyholder.

**8.2.2** The transmission of data over an open network accessible to anyone (e.g. e-mail, Internet, text message) involves the following risks in particular that the policyholder accepts when using the app:

- Communication is generally unencrypted. Unauthorised third parties may become aware of the content transmitted and may conclude that there is an existing or future business relationship with the policyholder.
- Even if transmission is encrypted, the sender and recipient remain unencrypted. It may therefore be possible for third parties (e.g. the Internet provider) to draw conclusions about an existing customer relationship.
- Even if the sender and recipient are both located in Switzerland, data may be transferred abroad, where data protection may not be comparable to that of Switzerland.
- The identity of the sender (e-mail address, mobile phone number) may be forged or manipulated by unauthorised third parties (e.g. “hackers”). The content of communications may be changed by third parties.
- Messages may contain malware or viruses that may cause damage to the recipient’s hardware and/or software. Conspicuous communications are automatically deleted by Swiss Life and/or the Foundation prior to access.
- Communications may be delayed or even fail to reach the recipient for technical reasons or due to third-party disruptions.

### **8.3 Use of the app and push notifications in the app**

Downloading, installing and using the app on an end device creates points of contact with third parties (including the operators of stores such as Apple or Google or the network operator) that could enable conclusions to be drawn regarding a relationship with Swiss Life. Data may also be transmitted across borders, even if the policyholder is located in Switzerland. The transmission of push notifications is unencrypted and may entail the following risks, among others: the data may be intercepted and viewed by third parties. Swiss Life is indicated as the sender. When sending push notifications, Swiss Life sends messages to a message server operated by the provider (e.g. Apple, Google) of the operating system installed on the mobile device. This can allow the policyholder’s data to reach servers in the USA, meaning they are no longer subject to Swiss legislation and in particular to the strict rules of Swiss data protection law and confidentiality. The policyholder acknowledges this and releases Swiss Life and/or the Foundation from their duty of confidentiality in this respect.

## **9. Guarantee and liability**

### **9.1 Misuse of means of authentication**

Pursuant to sections 4 and 5, the policyholder is liable for losses resulting from the misuse of his/her means of authentication, e.g. due to unauthorised access by third parties or fraud, if the policyholder has breached his/her due diligence obligations. If neither Swiss Life, the Foundation nor the policyholder have breached their due diligence obligations, the party in whose area of influence the misuse or fraud has occurred bears the loss. The policyholder likewise bears the consequences of any breach of his or her due diligence obligations pursuant to section 5.

### **9.2 Use of communication channels**

The public and private data transmission networks for the exchange of information and the policyholder’s end device are part of the app’s overall system but are outside Swiss Life’s control and may become a weak point in the system. In particular, they may be exposed to attack or interference by unauthorised third parties.

Transmission errors, delays and system interruptions or failures may also occur. For example, information transmitted via e-mail, text message or push notification may be misdirected or delayed. Swiss Life and the Foundation accept no liability in this connection as long as they have exercised their customary due diligence.

### **9.3 Faults and interruptions**

Swiss Life cannot guarantee fault-free and uninterrupted access to the app at all times. It reserves the right to suspend the services temporarily or permanently, in particular to defend against security risks or in connection with foreign laws. Swiss Life is liable for any losses arising from such faults, interruptions or blocking of the app to the extent that it has breached its customary due diligence obligations. As long as Swiss Life has exercised its customary due diligence, any losses are borne by the policyholder. In the event of a fault, interruption or blocking of the app, the

policyholder must send orders or communications directly to Swiss Life.

#### **9.4 Accuracy, completeness and topicality of data**

Swiss Life and/or the Foundation undertake to apply the customary due diligence in the display and transmission of data, information, communications etc. (hereinafter collectively referred to as “data”). Any further guarantee and liability for the accuracy, completeness and topicality of data is excluded. Account and securities information, as well as publicly available information such as stock market prices, are deemed to be provisional and non-binding unless expressly designated as binding. Swiss Life and/or the Foundation procure some of the data from third parties. The data providers are carefully selected. However, Swiss Life and/or the Foundation accept no liability for data procured from or processed by third parties.

#### **9.5 Scope of liability**

In those areas in which Swiss Life and/or the Foundation vouch for the provision of their services with customary due diligence, they are generally only liable for direct losses incurred by the policyholder. Liability for indirect and consequential damages, such as lost profits or claims of third parties, is excluded in all events.

In the event of slight negligence, Swiss Life and/or the Foundation accept no liability for damages caused by their agents in the course of their activities.

#### **10. Links to other websites**

External links are specially marked. Such information linked with the app is entirely outside the sphere of influence of Swiss Life, which therefore accepts no responsibility whatsoever for the accuracy, completeness and legality of the content or for any offers and services based on it. Connections to other websites are established at the policyholder’s own risk.

#### **11. Rights to programs, functions and trademarks**

All programs and functions accessible via the app belong exclusively to Swiss Life or third parties (especially copyright, trademark, design and other rights). Swiss Life grants the policyholder a non-exclusive, non-transferable right of use for the intended use of the app. The full or partial republication, modification, linking, transmission, reverse development, decompilation and full or partial copying or disassembly of the programs and functions or of the source code is prohibited without the prior written consent of Swiss Life. Should the policyholder violate these provisions, the right of use shall expire and he/she shall be liable to Swiss Life or third parties for any losses caused by such violation of these provisions.

#### **12. Ownership of trademarks and logos / no licensing**

“Pando”, “Pando 3a” and the corresponding logos are registered trademarks. “Apple”, “iPhone” and “App Store”, “Google” and “Android” are registered trademarks of Apple Inc. and Google Inc. respectively. No part of the app is designed in such a way as to grant a licence or right of use to one of the registered trademarks or logos mentioned.

#### **13. Connection costs**

Connection costs for data transmission may arise as a result of downloading and using the app. Swiss Life recommends that the policyholder clarify relevant questions with their mobile provider.

#### **14. Changes to terms and conditions of use**

Swiss Life reserves the right to make changes to these terms and conditions of use at any time. Such changes shall be communicated to the policyholder by electronic display or notification in the app or by some other suitable means.

#### **15. Applicable law and place of jurisdiction**

All legal relations between the Foundation and/or Swiss Life and the policyholder or his/her beneficiary are governed by **Swiss law**. Subject to compelling jurisdiction, the parties agree as the exclusive **place of jurisdiction Zurich 1**. However, the Foundation and/or Swiss Life also have the right to file proceedings against the policyholder or his/her beneficiary before the competent court of the latter’s domicile or before any other competent court.

#### **16. Points of contact**

The hotline and correspondence address for the Pando app can be found at [www.pando.ch](http://www.pando.ch). The hotline is available during normal business hours or the service hours listed on the website.

Hotline (incl. blocking): +41 (0) 800 275 274

E-mail: [support@pando.swisslife.info](mailto:support@pando.swisslife.info)

October 2021