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## myHelsana Terms of use

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### 1 Scope

Helsana provides customers with various services via myHelsana, its online customer portal. These terms set out the contractual agreements that exist between customers and Helsana when using myHelsana. By registering with myHelsana, the customer recognises these terms of use.

### 2 Access authorisation

myHelsana is generally available to all persons insured with Helsana (private customers) who are 18 or over. Helsana is at liberty, however, to decide whether or not to enter into an agreement with a user. Customers do not have any legal entitlement to access myHelsana.

### 3 Means of access

Customers access the portal via their provider's Internet service. A commercially available web browser (latest version) is required to use myHelsana. myHelsana may not function properly if an unsupported browser version is used. Helsana is unable to provide any technical support whatsoever, such as in the event of problems on the customer's own PC or with Internet connections.

### 4 Registration and authentication

Once registered with myHelsana as per the online instructions, customers will receive an activation code via the ordinary postal service. This code is used to activate the myHelsana portal in the first instance.

Users must then sign in with their user name, password and mTAN (security code sent by sms) to access their data.

Helsana deems anyone having identified themselves legitimately on the portal via their login data, as described above, as being authorised to access myHelsana and to use any of the services provided therein. In particular, users are entitled to amend data, submit applications and review documents uploaded to the portal.

### 5 Costs

myHelsana is a free service.

### 6 Due diligence on the part of the customer

It is the responsibility of each customer to keep login data confidential and protect it from misuse by unauthorised third parties. Customers are liable for any consequences arising from the unauthorised use of their authentication details.

If a user has reason to suspect that an unauthorised third party has obtained such details, the password must be changed immediately and, if necessary, a request to disable the account submitted to Helsana.

Customers are obliged to check their myHelsana inbox regularly. It is the responsibility of the customer to ensure that invoices received via myHelsana are paid in good time using an appropriate online banking system or direct debit facility.

Changes to home and/or e-mail addresses, bank details and other personal data must be entered in myHelsana by the customer without delay. Correspondence from Helsana will be lawfully sent to the home or e-mail address stored on the system.

Once a customer has downloaded a document from myHelsana onto his/her own end device, he or she is then responsible for securing the relevant data as appropriate. Helsana cannot accept any responsibility for documents once they have left its systems.

## 7 Correspondence

By agreeing to these terms of use, i.e. by activating their myHelsana account, customers authorise Helsana to dispatch all further correspondence, including invoices and policies, electronically. The above does not, however, apply to documents which, for legal or technical reasons, require dispatch via the ordinary postal system.

## 8 Families

In the case of family membership, myHelsana will refer to the customer registered with Helsana as the "family head". If several family members are insured under the same policy, the customer registered as the "family head" will have access to the data of all these individuals, including their highly confidential personal data.

## 9 Note on security

myHelsana is accessed via the Internet. Even if the security precautions on the user's end device reflect the state of the art of science and technology, a 100% guarantee of security cannot be given. Helsana therefore draws customers' attention to the following primary risks when using the myHelsana portal:

Inadequate security precautions on the user's end device can make it easier for a third party to gain unauthorised access to customer data. It cannot be ruled out that a third party will gain access to an end device surreptitiously while the customer is actually using it. For this reason, Helsana urgently advises customers to equip their systems with a current fire-wall solution and to protect WLAN networks with passwords. Helsana urges its customers not to access myHelsana via public WLAN networks.

Information and data are exchanged between Helsana and its customers via an open network that is accessible by anyone. Although data transfers between Helsana and the customer are encrypted, certain details of the connection (e.g. the sender and the addresses of recipients) are not, and this may give rise to the inference that a business relationship exists between the customer and Helsana.

Helsana has no influence on whether or how a customer's Internet provider will analyse data traffic. It is possible for a third party to ascertain when and with whom the customer has been in contact.

For security reasons, a session time-out is installed that will automatically log the user out of myHelsana after a certain period of inactivity, whereupon he/she will need to sign in again to use the facility.

## 10 Liability

Considerable care and attention is invested in the content of the myHelsana portal. Helsana cannot, however, accept any liability for the accuracy and completeness of the data and information it provides and exchanges.

Helsana makes no warranty that access to the myHelsana portal will be uninterrupted or error-free, that defects will be corrected, or that viruses or other harmful components will not be transmitted in connection with customers' use of the site.

Helsana does not accept any liability for indirect loss/damage and consequential losses, in particular loss of profits, damage/loss as a result of data downloads, and reputational damage.

## 11 Data protection and data security

Helsana takes all reasonable technical and organisational precautions to prevent the unauthorised accessing of customer data and other unlawful data processing acts. The data and documents displayed on myHelsana are drawn from the relevant Helsana departments and systems, and remain visible for the duration of the customer's online session.

The customer and any family members authorised by him/her have access to all the data available on myHelsana, including highly confidential personal data (data on an insured's health and well-being).

## 12 Marketing and information

Helsana reserves the right to use myHelsana to advertise its own or third-party products and to place links to websites of third parties on myHelsana.

## 13 Disabling access

Should any security risk whatsoever be detected, Helsana reserves the right to disable access to myHelsana in the interest of customers and to protect their data.

**14 Analysis of web behaviour**

Helsana analyses data on the usage of myHelsana and produces anonymous reports on this basis. This data helps Helsana to optimise its website and make it more customer-friendly. Cookies (small text files containing an ID number) allow Helsana to enhance the service it provides and to recognise returning website visitors.

Most browsers have a function that allows users to prevent cookies from being accepted automatically and to delete cookies already stored on the system. If a customer does not want cookies to be stored on his/her device, he/she can change the settings in his/her browser so that cookies must either be approved before being stored or are automatically refused. For ease of navigation, Helsana recommends that customers accept cookies and do not delete them. Disabling cookies can hinder the use of interactive functions on this and other websites.

**15 Functions on myHelsana**

Which functions are available on myHelsana depends to some degree on the insurance contracts concluded with Helsana. This can mean that, in some cases, not all functions will be available. In addition, Helsana reserves the right to modify, upgrade or discontinue individual functions on myHelsana at any time.

**16 Amendments to the terms of use and changes to myHelsana**

Helsana is entitled to amend these terms of use at any time. Advance notice of any such changes will be communicated in an appropriate manner.

**17 Termination of the user agreement**

Either party has the right to withdraw from the contract at any time without citing reasons and without observing a period of notice. Cancelling the contract will result in access to myHelsana being disabled immediately.

In any case, the user agreement will terminate automatically the moment the customer ceases to have an insurance relationship with Helsana.

**18 Applicable law and place of jurisdiction**

These terms of use are governed by Swiss law; the exclusive place of jurisdiction is Zurich, Switzerland.

**19 Supplementary provisions**

In addition to these general terms, use of myHelsana is subject to the *Privacy Policy* and the *Legal Information* on the Helsana website.