

TERMS OF USE

Sanitas Active App

**June 2019
edition**
amended 2019

sanitas

1. General

The Sanitas Active app is available free of charge and is operated by Sanitas Privatversicherungen AG (hereinafter: Sanitas/we).

Sanitas attaches great importance to protecting personal user data. The company therefore conducts its business in compliance with the applicable laws on data privacy and data security. The terms of use and the privacy policy (hereinafter: terms) inform users of the scope of application, liability, responsibilities and data privacy.

Use of the Sanitas Active app and its contents requires the express consent of users prior to use and takes place on registration for the app.

In individual instances or if a specific service is used, the terms of use for the Sanitas Active app may be supplemented, modified or replaced by additional terms and conditions.

The terms of use for the Sanitas Active app apply to any services operated in conjunction with the Sanitas Active app. If other provisions are stated in the terms of use for other services, these take precedence or supplement the terms of use for the Sanitas Active app.

The Sanitas Active app saves specific health and exercise data to be accessed as and when necessary. Sanitas draws exercise data from third-party sources and assumes no liability for the accuracy and correctness of this information.

Sanitas reserves the right to change the functionality and design of the Active app at any time.

If individual conditions of these terms are or become invalid, the validity of the other terms shall not be affected.

2. Registration

All natural persons over 18 years of age who are officially resident in Switzerland are eligible to register as users of the Sanitas Active app. Legal entities may not register as users of the Sanitas Active app. Sanitas is entitled to accept or reject applications as part of the registration process. Sanitas may reject an application without specifying reasons. Users are not automatically entitled to access the Sanitas Active app. Registration takes place within the Active app. The following information must be provided during registration: name, address, date of birth, phone number, password, email address and customer number (only Sanitas customers). The password must have at least 8 characters, including a combination of lower-case and upper-case letters and at least one number.

To use the Sanitas services in conjunction with the Sanitas Active app, users must first download and install the free app from the Apple App Store or the Google Play Store. To download the app, users must agree to the terms of the relevant store.

3. Collection and expiry of credits

On reaching the individual daily target set by Sanitas, the user's account is credited with a coin. Only Sanitas customers are eligible to collect credit.

The credit collected over the current year expires on 31 March of the subsequent year and will be removed from the user's account on 1 April.

The user is not entitled to monetary remuneration for the credit collected. Sanitas reserves the right to define the value of the "coin" differently depending on the customer relationship and to adjust the value of the coins at any time. Coins cannot be exchanged for cash. The coins are not transferable.

Users have no legal entitlement to these credits. Sanitas reserves the right to temporarily stop issuing credits, particularly in case of force majeure, technical problems and/or system failures. Credits which couldn't be issued as a result of these or similar cases will not be issued at a later date. Likewise, credits displayed in the Sanitas Active app in the event of the above cases are not binding and users have no legal claim to these credits.

4. Purchase of vouchers

When the user has collected sufficient coins, these can be redeemed as vouchers with one of our partner companies. Collected credit cannot be exchanged for cash. Terms and conditions of the partner companies apply on redeeming vouchers.

5. Challenge

All Sanitas customers are entitled to participate in challenges. Participation is voluntary. The same provisions apply regarding the collection and expiry of credit and the purchase of vouchers as stated in point 3 and point 4.

6. Rights of use for information, software and documentation

Use of information, software and documentation available on the Sanitas Active app is subject to these terms. Separately agreed license terms, e.g. for software downloads, take precedence over these terms of use.

Sanitas grants the user non-exclusive and non-transferable rights to use the information, software and documentation made available in the Sanitas Active app to the extent agreed or, in the event of no such agreement, in a manner consistent with the purpose intended by Sanitas in the act of providing and making this information, software and documentation available.

Users may not at any time sell, lease or otherwise make available to third parties the information, software or documentation. The information, software and documentation are protected both by copyright laws and other laws and agreements pertaining to intellectual property. Users are obliged to observe these rights.

Sanitas assumes no liability for the archived data of any health and exercise data collected.

7. Intellectual property

The information, brand names, design and other content of the Sanitas Active app may not be modified, copied, duplicated, sold, leased, traded, used, supplemented or otherwise exploited without the prior written consent of Sanitas.

Apart from the usage rights or other rights granted expressly to the user in these terms of use, no further rights of any kind, particularly rights to the company name and industrial property rights such as patents, registered designs or trademarks, are granted to the user, nor is Sanitas obligated to grant any such rights.

If the user posts ideas and suggestions on the Sanitas app, Sanitas is entitled to use these free of charge for the purpose of developing, improving and selling products in its portfolio.

8. User obligations

When using the Sanitas Active app, users must not:

- Contravene the rules of good conduct.
- Infringe industrial property rights, copyrights or other property rights.
- Transmit content containing viruses, Trojan horses or other programs that can damage the software.
- Enter, store or send hyperlinks or content without authorisation to do so, particularly when such hyperlinks or content violate confidentiality obligations or are unlawful.
- Distribute advertising, unsolicited emails ("spam") or false warnings of viruses, malfunctions and such like, or invite people to participate in sweepstakes, Ponzi schemes, chain letters, pyramid schemes or similar actions.
- Use the Sanitas Active app for commercial purposes.
- Manipulate functions and contents of the Sanitas Active app and any data (e.g. manipulate the steps, collected credit).

Sanitas is entitled to block access to the Sanitas app at any time, particularly if the user has violated their obligations under these terms of use.

If a user breaches these terms, Sanitas reserves the right to claim for compensation for any damages incurred by Sanitas and to initiate legal action.

9. Hyperlinks and advertising

The Sanitas Active app may contain hyperlinks to third-party websites. Sanitas assumes no liability for the content of these websites, nor is it responsible for the content and information made available there. Use of such websites is at the user's own risk.

Sanitas reserves the right to advertise its products or those of a third party on the Sanitas Active app.

10. Use of the Sanitas Active app at the user's own risk

A wide range of information on health, fitness and similar topics is available on our Sanitas Active app and the Sanitas website for information purposes. It does not replace personal consultations, support or individual information by experts, and Sanitas is not responsible for the correct use of the information provided.

If you suffer from a medical or heart condition, please consult a doctor before using the Sanitas Active app, taking part in a training programme or changing your diet. In case of a medical emergency, please contact a doctor or medical professional. For specific questions on treatment and care or in case of ill health, please contact your doctor or a medical expert.

Use of the Sanitas Active app is solely at the user's own risk. Sanitas assumes no liability for health problems resulting from training programmes, consultations, products or events begun in association with information on health, fitness or similar topics published on the Sanitas Active app and/or the Sanitas website.

11. Activity score

The activity score is an individual target based on steps taken and minutes cycled and swum. An activity score of 100 corresponds to WHO recommendations. The personal daily target is calculated and adjusted for each user. The requirements comply with the WHO's recommendations for exercise wherever possible. Sanitas reserves the right to adjust the activity score at any time.

12. Disclaimer

The information provided by Sanitas is carefully reviewed, updated and made available at regular intervals. Sanitas does not, however, make any guarantee for the correctness, completeness, suitability and topicality of contents on the Sanitas Active app. Furthermore, Sanitas assumes no liability for the uninterrupted availability of the Sanitas Active app.

The Sanitas Active app is not designed to diagnose, treat, cure or prevent illnesses. Advice from independent, well-informed medical experts must be sought for the provision of reliable diagnoses, treatment of any kind of complaint and the application of any medicine-based therapy. For specific questions on treatment and care or in case of ill health, please contact your doctor or a medical expert. Sanitas assumes no liability in this respect.

Obvious errors and defects in the Sanitas Active app can be reported to active@sanitas.com.

However, if the Sanitas Active app malfunctions, Sanitas cannot always guarantee support. Likewise, Sanitas shall not be liable – to the extent permitted by law – for any material or immaterial damages arising from use of the Sanitas Active app or due to technical faults.

Data exchange with Sanitas within the scope of the functions made available by the Sanitas Active app takes place via an appropriate Internet connection which complies with current security requirements. Nevertheless, Sanitas cannot assume any liability for functionality or the absolute security of data transmission.

To the extent permitted by law, Sanitas assumes no liability for material defects and defects of title. Furthermore, any liability of Sanitas, particularly for consequential damages, is excluded, unless liability is compulsory by reason of, for example, deliberate intent; gross negligence; injury to life, body or health; the assumption of a guarantee of quality; fraudulent concealment of a defect; or violation of material contractual obligations. However, damages for the violation of material contractual obligations are limited to typical, foreseeable contractual damages, except in cases of deliberate intent or gross negligence.

Although Sanitas always strives to keep the Sanitas Active app free of viruses, it does not guarantee the absence of viruses. Before downloading information, software and documentation, the user should take appropriate security precautions and scan for viruses, for their own protection and to prevent viruses on the Sanitas Active app.

Sanitas assumes no responsibility for the correctness of data transferred from trackers, sensors and APIs to the Sanitas Active app.

13. Final provisions

Sanitas accepts no responsibility for the fact that information, software and/or documentation on the Sanitas Active app may be viewed or downloaded at locations outside of Switzerland. If users access the Sanitas Active app from outside Switzerland, they are exclusively responsible for compliance with all applicable local laws. Access to information, software and/or documentation on the Sanitas Active app from countries where such access is unlawful is prohibited. In this case and where users seek to do business with Sanitas, they should contact a Sanitas representative in Switzerland.

Sanitas reserves the right to make changes to the Sanitas Active app at any time and without prior notice. Likewise, Sanitas reserves the right to change these terms at any time. Changes will be indicated appropriately and the consent of users sought.

Users may deactivate/delete the Sanitas Active app free of charge at any time.

All questions and disputes in connection with the Sanitas Active app are subject exclusively to Swiss law with the express exclusion of any conflict-of-law provisions. Mandatory provisions concerning conflict-of-law rules remain unaffected. Sole jurisdiction is Zurich; compulsory places of jurisdiction remain reserved.

In case of doubt and/or conflict between the German, French, Italian and English versions of these terms, the German text takes precedence.

Sanitas, Zurich 17.12.2019