



## WEBSITE TERMS AND CONDITIONS

### Introduction

The following terms and conditions govern your use of this website and its material; by using this website, you understand and accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

### License to use website

Unless otherwise stated, Swiss Global Insurance and/or its licensors own the intellectual property rights in the website and the material on the website.

You may view, download, and print pages or documents or forms from the website only for your own personal use. You may not reproduce, duplicate, copy, edit, modify, exploit, redistribute any material from this website without Swiss Global Insurance express written consent.

### Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Swiss Global Insurance express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Swiss Global Insurance express written consent.

### Restricted access

Access to certain areas of this website is restricted. Swiss Global Insurance reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at Swiss Global Insurance discretion.

If Swiss Global Insurance provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Swiss Global Insurance may disable your user ID and password in Swiss Global Insurance's sole discretion without notice or explanation.

### Jurisdiction

The information contained in this website is not intended to be an offer to sell or a solicitation in connection with any product or service by Swiss Global Insurance in any jurisdiction where such an offer or solicitation would be unlawful or in which Swiss Global Insurance is not qualified to do so. Products and services described in this website may not be available in all jurisdictions. The information contained in this website is not intended to be a complete description of all terms, exclusions and conditions applicable to the products and services.

For a complete description, contact Swiss Global Insurance

### Collection of Information

When visiting our website, you are an anonymous visitor. Swiss Global Insurance does not collect any information without the visitor willingness to voluntarily provide such information.

When requesting a quote, Swiss Global Insurance may ask for basic information about you (e.g. date of birth, citizenship, home country). Only once you have decided to complete an Application form that Swiss Global Insurance will ask for more detailed personal information.



## User Information

Swiss Global Insurance uses the information collected in one or more of the following ways:

- During the process of filling applications and requests for additional information
- When providing you with insurance documents
- When communicating with you and/or your agent about your application or policy
- When communicating with you and/or your doctor in relation to claims you have filed
- When providing you customer service and/or support
- When we update you on new products, services, or benefits
- When we verify the identity of an insured or applicant
- When we aggregate site visitor analysis

## Data Protection

Swiss Global Insurance will not transmit or give your personal information to third parties unless ordered to do so to comply with the law of the countries in which we do business or when complying with the legal process.

Swiss Global Insurance will use personal information only in ways that are compatible with the purposes for which it was collected and in accordance with this Policy. Swiss Global Insurance will take reasonable steps to ensure that personal information is relevant to its intended use, accurate, complete, and current. However, we depend on our policyholders, producers, and users to update their personal information when necessary.

Swiss Global Insurance restricts access to personal information to employees who need to know that information in order to perform their jobs. Any employee that Swiss Global Insurance determines is in violation of this policy will be subject to disciplinary action, up to and including termination and criminal prosecution.

## Online Security

To ensure that online transactions and data are protected, Swiss Global Insurance uses advanced encryption technology through the use of 128-bit Secure Socket Layer. This technology allows Swiss Global Insurance to use advanced encryption tools to protect all important information transmitted between the outside source and the internal server.

Swiss Global Insurance cannot and does not guarantee or warrant that any files available for downloading from the Internet are free of viruses, worms, Trojan horses or other code that may have contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for security, for accuracy of data input and output, and for maintaining a means external to this website for reconstructing lost data. Swiss Global Insurance does not assume any responsibility or risk for your use of the Internet.

## No warranties

This website is provided “as is” without any representations or warranties, expressed or implied.

While Swiss Global Insurance strives to keep the information on the website accurate, complete, and up-to-date, Swiss Global Insurance cannot guarantee, and will not be responsible for any damage or loss related to the accuracy, completeness, or timeliness of the information.

Nothing on this website constitutes, or is meant to constitute, an advice of any kind nor is intended to be used for medical diagnosis or treatment. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

## User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Swiss Global Insurance a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Swiss Global Insurance the right to sublicense these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Swiss Global Insurance or a third party (in each case under any applicable law).



# SWISS GLOBAL INSURANCE

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Swiss Global Insurance reserves the right to edit or remove any material submitted to this website, or stored on Swiss Global Insurance servers, or hosted or published upon this website.

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## Limitations of liability

to the extent permitted by law or regulation, Swiss Global Insurance, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, even if advised of the possibility of such damages that relates in any way to the use of Swiss Global Insurance's website.

to the extent permitted by law, in no event will the collective liability of Swiss Global Insurance and its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the greater of EUR100 or the amount you paid to Swiss Global Insurance for the applicable content or service out of which liability arose.

These limitations of liability apply even if Swiss Global Insurance has been expressly advised of the potential loss.

## Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Swiss Global Insurance liability in respect of any:

- death or personal injury caused by Swiss Global Insurance negligence;
- fraud or fraudulent misrepresentation on the part of Swiss Global Insurance; or
- matter which it would be illegal or unlawful for Swiss Global Insurance to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## Other parties

You accept that, as a limited liability entity, Swiss Global Insurance has an interest in limiting the personal liability of its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers and directors. You agree that you will not bring any claim personally against Swiss Global Insurance's its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers and directors in respect of any losses you suffer in connection with the website.

You agree that the limitations of warranties and liability set out in this website disclaimer will protect Swiss Global Insurance's its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers and directors as well as Swiss Global Insurance.

## Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website or any of its content.



## **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **Indemnity**

You hereby indemnify Swiss Global Insurance and undertake to keep Swiss Global Insurance indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Swiss Global Insurance to a third party in settlement of a claim or dispute on the advice of Swiss Global Insurance legal advisers) incurred or suffered by Swiss Global Insurance arising out of any breach by you of any provision of these terms and conditions.

## **Breaches of these terms and conditions**

Without prejudice to Swiss Global Insurance other rights under these terms and conditions, if you breach these terms and conditions in any way, Swiss Global Insurance may take such action as Swiss Global Insurance deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **Variation**

Swiss Global Insurance may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## **Assignment**

Swiss Global Insurance may transfer, sub-contract or otherwise deal with Swiss Global Insurance rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **Entire agreement**

These terms and conditions, together with site content including forms and documents, constitute the entire agreement between you and Swiss Global Insurance in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

## **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with Swiss Law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the Geneva state in Switzerland.