

# XPLAN ONLINE PORTAL – STATEMENT

The following undersigned company or entity (the “**Representative**”)

<b>Company name</b>	
<b>Address</b>	
<b>Place and date</b>	
<b>First name, last name</b> <b>Signature</b> <i>(authorized persons according to the commercial register)</i>	

has been granted a general power of administration by the entity or entities mentioned in the enclosed document, whose occupational pension plans are managed by AVENA Fondation Banque Cantonale Vaudoise Deuxième Pilier through Banque Cantonale Vaudoise (the “**Agent**”).

Under that general power of administration, the Representative is authorized to use all communication channels provided by the Agent. The Representative therefore wishes to use the online portal made available by the Agent. It authorizes the persons mentioned below and any Broker with which it has a brokerage agreement (jointly the “**User**”) to use the portal on its behalf according to the following arrangements and in accordance with the enclosed “Terms and conditions of use for the Xplan online portal”.

Depending on the extent of their powers, the Representative and the User may make any type of changes needed for day-to-day management purposes (such as changes of address and changes in membership). However, the Representative and the User acknowledge that such changes are dependent on how frequently updates take place as part of the overall management of the Agent’s information system. As a result, discrepancies between the various systems are inevitable. In this respect, the Agent draws the attention of the Representative and the User to the section of the “Terms and conditions of use for the Xplan online portal” relating to the Agent’s waiver of liability.

Once the Representative revokes the User’s powers in writing and this revocation is registered by the Agent, the User will immediately and automatically lose access to the service. Similarly, the right of the Representative and the User to access the online portal will cease as soon as the Agent receives and registers the written revocation of the power of administration by the pension fund/plan/foundation. Consequently, the Representative and/or the User undertake to stop consulting the portal and carrying out day-to-day management transactions as soon as they are aware of the revocation, without waiting for their access to be cancelled by the Agent.

By signing this statement, the persons mentioned below confirm that they have read and accept this statement and the “Terms and conditions of use for the Xplan online portal”.

<b>USER 1</b>		<b>Authorized to make changes: xxx YES</b>
First name, last name		
Mobile phone No.		
Work email address		
Place and date		
Signature		

<b>USER 2</b>		<b>Authorized to make changes: xxx YES</b>
First name, last name		
Mobile phone No.		
Work email address		
Place and date		
Signature		

<b>USER 3</b>		<b>Authorized to make changes: xxx YES</b>
First name, last name		
Mobile phone No.		
Work email address		
Place and date		
Signature		

**DOCUMENTS TO BE ENCLOSED**

- List of entities concerned (pension fund/plan/foundation)**
  - Copies of the passports or identity cards of all the individuals mentioned above**

By signing this statement, I confirm that the information contained in it and in the enclosed documents is accurate and I authorize Banque Cantonale Vaudoise to carry out additional checks if it wishes to do so.

# TERMS AND CONDITIONS OF USE FOR THE XPLAN ONLINE PORTAL (2020 VERSION)

## Art. 1 General

Through the Xplan online portal (hereinafter the "Portal"), Banque Cantonale Vaudoise (hereinafter the "Agent") provides affiliated companies with internet-based services to help them manage their occupational pension plans for their employees.

The address (URL) of the Portal for employers is <https://www.lpp-extranet.ch> or <https://lpp-extranet.ch>

The address (URL) of the Portal for plan members is <https://lpp-assure.ch>

The Portal can be used by any company affiliated to the Agent for the management of its occupational pension plans (hereinafter "Representative") and by any plan member employed by a Representative (hereinafter "Plan Member").

These terms and conditions of use govern the Representative's use of the Portal.

## Art. 2 Services provided via the Portal

The services provided through the Portal include the use of the Portal and its databases, log-in identification and authentication for the Representative and Plan Member, the direct exchange of information between the Representative or Plan Member and the Agent, the provision of various user manuals and tutorials (in the form of documents or online videos) and support from the Agent.

The various services and simulations available to the Representative and Plan Member are listed on the Portal.

The range of services may be expanded or restricted by the Agent at any time without prior notice. Notice of any planned temporary or permanent restriction of the services will be given in a timely manner and in an appropriate form.

## Art. 3 Electronic communications / e-documents

Business correspondence with the Agent may be in electronic form (e-documents) or printed form. If the decision is made to use the Portal for correspondence, e-documents will qualify as written communication.

E-documents will be deemed to have been duly sent as soon as they can be viewed on the Portal. This applies even if the documents can only be read at a later stage.

The form in which communications are sent via the Portal may be changed at any time.

## Art. 4 Maintenance and assistance

The Portal's availability is not guaranteed when maintenance work is being carried out. The Agent reserves the right to interrupt access to the Portal at other times when justified.

If the Portal is not accessible for more than three business days, hard copies of documents and other information can be requested from the Agent. The Agent accepts no liability for any loss or damage caused by Portal interruptions.

Telephone support for the Portal will be available during business hours on business days. An online form can be used to request support outside of these hours or if required. Such requests will be answered as soon as possible.

## Art. 5 General rights and obligations of the Representative and Plan Member

In order to use the Portal, the Representative and Plan Member must have the hardware and software needed to connect to the internet according to current standards.

The Representative and Plan Member undertake to refrain from using the Portal to disseminate or access unlawful information or for any other wrongful purposes. In particular, they undertake not to interfere with, change or damage access to the Portal or to networks, and to refrain from sending unlawful advertising materials or unwanted messages (spam), viruses or other harmful software. The Representative and Plan Member will indemnify the Agent for any claim by a third party resulting from unlawful use of the Portal.

It is forbidden to disrupt the smooth running of the Portal or impede it intentionally or negligently through the use of inappropriate software or hardware.

The Agent reserves the right to block access to the Portal if the Representative or Plan Member uses it in breach of these terms and conditions of use or in breach of Swiss law, or jeopardizes the effective running of the Portal.

Commercial use of the Portal or of the services offered through it by the Agent, including their resale, is prohibited and may result in criminal prosecution.

## Art. 6 Log-in identification process

The Agent grants Portal access rights to the Users that the Representative designates within its company, and to the Plan Member.

The identification process for logging into the Portal involves entering a personal username and password. A PIN, sent by an authorized third-party provider as a text message to the person who has received access authorization, must also be entered at each log-in.

These security features are allocated individually and cannot be transferred to another party. Forwarding them to unauthorized third parties is prohibited. The Representative and Plan Member are responsible for the safekeeping and non-disclosure of these security features.

The Agent will consider anyone who uses the security features to log into the Portal to have been authorized to use the Portal. The Agent will not be held liable for any damage or loss caused by any unlawful use of the security features or of the Portal or any use that exceeds the authorization granted.

#### **Art. 7 Security**

The Representative and the Plan Member are aware that data are sent via the internet, which is an international network that is open and accessible to all, and that as a result there is a risk that those data may be lost. The sending of data is protected by appropriate encryption. Although the encryption system provides sufficient security, it is impossible to exclude all risks. The Agent does not provide any warranty regarding the effectiveness and security of sending data via the internet. The Representative and Plan Member are responsible for the access to their computer and their internet connection, and must therefore take all required security measures, for example installing antivirus software or a firewall.

In addition, if the Portal is accessed from abroad or from a public computer, inadequate protection measures may mean that the data processed in connection with the Portal are not sufficiently protected. It is the responsibility of those using the Portal to make enquiries about risks. The Agent accepts no liability in this respect.

#### **Art. 8 Waiver of liability**

The Agent accepts no liability for any loss or damage suffered by the Representative (including the Users it has designated) or Plan Member as a result of using the Portal.

In particular, the Agent does not guarantee that access to the Portal will be fully operational at all times, that constant internet access will be available or that the information, documents or data sent by the Agent, the Representative, the Plan Member or third parties will be accurate and complete. The Agent accepts no liability regarding the security and smooth running of the Portal. Any loss or damage suffered by the Representative and/or Plan Member, the Agent or third parties as a result of shortcomings in the hardware or software of the Representative and/or Plan Member will be borne by the Representative and/or Plan Member.

The Agent accepts no liability for any loss or damage caused by force majeure or resulting from circumstances that are unforeseeable, temporary or that are out of the Agent's control (such as legal or administrative requirements, failure of communication networks, etc.). The Agent accepts no liability in any respect for any direct or indirect loss or damage (such as lost profits or third-party claims) caused by the Representative, Plan Member or third parties.

#### **Art. 9 Termination**

The Representative and the Agent may fully or partially bring the use of the Portal to an end at any time and without notice through termination in writing.

The Agent will automatically remove the access authorization of the Representative and Plan Member at the end of the membership agreement between the Agent and the Representative.

The Agent and Representative also reserve the right to withdraw access to and use of the Portal with immediate effect in the event of a serious breach of these terms and conditions of use by the Agent or Representative.

#### **Art. 10 Data protection**

The Agent places great importance on data protection. Personal data are processed in accordance with applicable provisions.

The Representative and Plan Member authorize the Agent to record, save and use all data relating to access, connections, transactions and transfers. The data will be processed exclusively by the Agent and any reinsurer, and will not be sent to any unauthorized third parties.

The Representative and Plan Member agree that the mobile phone number used in the Portal identification process may be sent to a duly authorized external service provider to allow a PIN to be sent by text message.

The Representative and Plan Member must ensure that only data required for managing occupational pension plans are used and processed. Data and information are to be treated in strict confidence and under no circumstances to be made accessible or disclosed to unauthorized third parties.

Confidential information, including particularly sensitive personal data (such as medical data) must not under any circumstances be sent in an unsecure manner via the Portal. Such data may only be sent to the Agent by mail. If this provision is breached, the Agent may at its own discretion interrupt or block access to the Portal. The Agent accepts no liability for any resulting loss or damage suffered by the Representative or Plan Member.

#### **Art. 11 Other provisions**

The Agent reserves the right to amend or supplement these terms and conditions of use at any time. In particular, it reserves the right to make technological, administrative or actuarial changes and adjustments as a result of new legal or administrative requirements.

In the event of a dispute, Swiss law will apply. The exclusive place of jurisdiction is Lausanne.z

**Please return to :**

AVENA Fondation BCV 2<sup>e</sup> pilier  
c/o Banque Cantonale Vaudoise  
Case postale 300  
1001 Lausanne