

Terms and Conditions for Liberty Connect

Art. 1 Liberty Connect, scope of use

Through Liberty Connect, the Foundation offers its account holders and their authorised consultants (hereafter, collectively, «Users») the possibility of consulting all the account holders' accounts and securities deposits in their chosen pension relationships online, and to undertake any administrative acts (e.g. issue instructions, place orders, make changes or send messages) at no additional charge.

To qualify for access to Liberty Connect, Users must fill in a separate application and have at least one pension relationship with the Foundation. Notwithstanding, the Foundation reserves the right, at its sole discretion, to accept or refuse to grant access to Liberty Connect. Users have no legal entitlement to access to Liberty Connect.

The scope of use of Liberty Connect shall always be determined by the Foundation. Moreover, the Foundation reserves the right to adapt, extend or cancel the functionalities of Liberty Connect at any time.

Art. 2 Access and legitimization

To access Liberty Connect, Users must log in with the personal legitimization requested from the Foundation.

Users are required to CHANGE THE PASSWORD ISSUED BY THE FOUNDATION IMMEDIATELY AFTER THE FIRST LOGIN. For security reasons, Users are expressly advised to change their password periodically. The Foundation reserves the right to supplement, change or replace the legitimization data at any time.

Users expressly accept that their legitimization will only ever be validated by automated electronic and technical means, to the exclusion of any other means (e.g. verification of signature). Users entering the proper legitimization data shall be considered duly authorised to access the information without any need for any further verification. The Foundation shall deem persons who identify themselves using the means of legitimization as being entitled to use Liberty Connect and the available functions without further verification. User is responsible for all acts implemented relying on the aforementioned legitimization check.

Art. 3 Special provisions

The account holder unreservedly acknowledges all actions in connection with his accounts/deposits undertaken via Liberty Connect relying on User's means of legitimization.

User acknowledges that administrative orders submitted through Liberty Connect are not processed immediately upon submission or around the clock, but depend, among other things, on working hours, processing times and the regulatory provisions of the Foundation. Consequently, the Foundation rejects any liability for belated or non-executed administrative orders.

The Foundation may at any time request that the relevant form provided by it be used for such administrative orders.

Art. 4 Duty of diligence

Users shall keep the legitimization data referred to in Article 2 strictly confidential and safeguard it from any misuse by unauthorised parties. Liberty will never ask Users – neither by phone or in writing – to disclose their legitimization data. When changing their password, Users shall ensure that it is neither displayed nor stored without protection on any terminal. Users alone bear all and any risks in connection with the disclosure of their legitimization data. If Users suspect that unauthorised third parties have acquired knowledge of their password, they shall change the password immediately and, if necessary, ask the Foundation to block access to Liberty Connect. **USERS BEAR ALL AND ANY CONSEQUENCES IN CONNECTION WITH THE USE – AND MISUSE – OF THEIR LEGITIMATION DATA.** Accordingly, the Foundation rejects all liability for any damages that might arise in connection with the (unauthorised or abusive) use of User's legitimization data and terminals.

Art. 5 Data protection, security and internet-related risks

Users expressly accept that access to Liberty Connect and the corresponding data transmission shall take place via the Internet. Users recognise that the Internet and public radio network are global networks which are publicly accessible worldwide.

The Foundation takes all technical and organisational measures to safeguard Users' data against unauthorised access or

other unlawful data processing. The data displayed to Users over Liberty Connect is sourced from the relevant systems and areas of the Foundation and remains visible as long as User is online.

Users acknowledge that, even with the latest security measures, the Internet DOES NOT OFFER COMPLETE SECURITY. Users are aware that their terminal devices can be a weak spot in the use of Liberty Connection since it is outside the Foundation's control. As a result, the Foundation declines any liability for User terminals.

USERS EXPRESSLY ACKNOWLEDGE THE FOLLOWING RISKS: inadequate knowledge of the system and faulty security procedures at User's terminal may facilitate unauthorised access. There is the permanent threat that viruses and the like may spread to User's terminal when it is connected with a public network (e.g. Internet). Moreover, while User is online with Liberty Connect, third parties may manage to access User's terminal unnoticed. IT IS UP TO USERS TO OBSERVE CUSTOMARY RULES OF CONDUCT WHEN USING THE INTERNET AND THEIR TERMINALS IN ORDER TO SAFEGUARD AGAINST UNAUTHORISED ACCESS BY THIRD PARTIES AND PREVENT LOSS OF DATA. Moreover, the Foundation has no control over whether and how a User's internet provider analyses data traffic. Therefore, it may not be possible to determine when and with whom a User came into contact.

If, after accessing Liberty Connect, a User does not interact with the program for a certain lapse of time, the current session will be closed automatically for security reasons. In that case, User will have to log in again to re-access the program.

Art. 6 Electronic documents

As soon as the electronic documents are made available to User in the relevant environment on Liberty Connect, they shall be deemed delivered. The time limits indicated on the individual documents shall start to run from delivery.

User has sole responsibility for the due storage of the electronic document. Complaints, if any, shall be dealt with in accordance with the General Terms and Conditions and Regulations of the Foundation.

User may ask to receive electronic documents in hard copy at any time. The Foundation reserves the right to charge any ensuing costs to User's account in accordance with the Foundation's applicable regulations.

Art. 7 Exclusion of Liability

The content presented on Liberty Connect is carefully prepared. The Foundation is not liable for the accuracy or completeness of any data concerning the accounts and security deposits made available via Liberty Connect. The information and data displayed correspond to the status of the transactions posted in accounting and shall be deemed provisional and not binding.

The Foundation does not provide the technical access to Liberty Connect. Users alone are responsible. As a result, the Foundation is not liable for the provider or for Users' terminals and offers no support.

Liability is excluded for all damage arising to Users in connection with transmission errors, technical defects, necessary systems maintenance, unlawful interference with network facilities and malicious blocking of electronic access, faults or interruptions or other deficiencies on the part of the telephone network and Internet provider. LIABILITY IS GENERALLY EXCLUDED FOR ALL DAMAGE IN CONNECTION WITH THE USE OF THE INTERNET.

Upon detection of a security risk, the Foundation reserves the right to interrupt access to Liberty Connect until the security risk is eliminated to protect Users. Liability is excluded in respect of any damage arising as a result of such interruptions or of blocking in accordance with Article 8.

Art. 8 Blocking

The Foundation shall be entitled to block access to Liberty Connect without notice if it identifies a security risk of any kind or for any other reason.

If an incorrect password is entered several times, access shall be automatically blocked for security reasons.

To release blocking, Users may contact the Foundation by phone (+41 58 733 04 44) or apply for unblocking in writing to Liberty Vorsorge, Milchstrasse 14, Postfach 733, 6431 Schwyz. The single-use password required for unblocking will be sent to Users by post to the address registered with the Foundation. Once the single-use password has been entered, the password must be changed immediately.

Art. 9 Restrictions under foreign law

Users are warned that the use of Liberty Connect may result in the infringement of foreign laws. It is a User's responsibility to obtain the relevant information. The Foundation declines any liability in this respect. Moreover, Users acknowledge that foreign jurisdictions may restrict the import and export of encryption algorithms, and that the use of Liberty Connect may violate such restrictions. Users alone assume responsibility in this regard.

Art. 10 Analysis of user behaviour

Users expressly agree that, for statistical purposes, the Foundation may analyse their user behaviour on Liberty Connect. This is done anonymously, by means of cookies.

Cookies are small files stored on a user's computer. They do not contain viruses and do not damage the computer; cookies make Liberty Connect safer, more user-friendly, and more effective. The cookies used are mainly «session cookies» which are automatically deleted when Users terminate their session on Liberty Connect. Other cookies remain on the user's computer until they are deleted.

Most Internet browsers automatically accept cookies. However, Users may change their setting preferences in order to prevent the storage of cookies on their hard drive. Moreover, Users can manually delete cookies at any time by selecting the appropriate menu point in their Internet browser settings. The Foundation does not provide any support in this connection. Users alone are responsible. Users acknowledge that preventing the storage of, or deleting, cookies may limit the functionalities of Liberty Connect.

Art. 11 Power of attorney

The account holder shall deliver a power of attorney to the consultants authorising the latter to act. The Foundation shall issue separate legitimisation means to the consultants enabling them to exercise their powers via the online platform. The consultants shall in any event always be accredited cooperation partners of the Foundation.

Art. 12 Termination

Either party can terminate access to Liberty Connect at any time in writing (email or post) with no need to give reasons. Termination shall be automatic when User's pension relationships with a Foundation cease. Access to Liberty Connect will be blocked immediately upon termination.

Art. 13 Miscellaneous

The Foundation reserves the right to amend these Terms and Conditions at any time. Amendments shall be communicated to Users in writing or in any other appropriate manner. The latest version of these Terms and Conditions shall be deemed accepted unless objection is made within 30 days of their publishing.

If any individual provision of these Terms and Conditions is or becomes invalid, the validity of the other provisions shall not be affected. In that case, the invalid provision shall be reworded or supplemented to attain the intended economic purpose. The German-language version is authoritative for the interpretation of these Terms and Conditions.

Art. 14 Governing law and jurisdiction

These Terms and Conditions for Liberty Connect shall be subject to Swiss substantive law, to the exclusion of the conflicting law. Disputes arising in connection with the use of Liberty Connect shall be submitted to the exclusive jurisdiction of the Courts of Schwyz.

Art. 15 Other terms and conditions

The regulations and General Terms and Conditions of the relevant Foundation, and the Legal Notices (consisting of the Terms and Conditions of Use of the Website and the Privacy Policy) published on the Homepage supplement these Terms and Conditions for the use of Liberty Connect.

Last update: November 2020
www.liberty.ch – © Liberty Vorsorge AG and/or its affiliated companies and foundations.