



Contract on the use of the myAXA client portal by a company

Please fill in this contract **completely** and **electronically**.
Afterwards, please send it **with your signature** to one of the following addresses:

- By email: **myaxa.vertrag@axa.ch**
- By post: **AXA**, myAXA, P. O. Box 357, 8401 Winterthur

Reason for concluding the contract:

☐ New registration ☐ Change in Administrator, valid from: _____

Contracting party (all represented by AXA Insurance Ltd., General-Guisan-Strasse 40, P. O. Box 357, 8401 Winterthur, hereinafter referred to as "**AXA**"): _____

AXA Insurance Ltd.
General-Guisan-Strasse 40
8400 Winterthur

**AXA Life Ltd. and collective foundations
c/o AXA Life Ltd.**
General-Guisan-Strasse 40
8400 Winterthur

AXA-ARAG Legal Protection Ltd.
Affolternstrasse 42
8050 Zurich

and

Customer/principal

* = required fields

Policy or contract no. * _____
Name of the company * _____
Street no. * _____
Postcode/place * _____ P. O. Box _____
Company ID (UID) _____

Contact person for the Customer for this contract

First name, last name * _____
Phone number * _____ Gender * ☐ M ☐ F

Administrator/authorized party (must be someone from the company)

First name, last name * _____
Date of birth * _____ Gender * ☐ M ☐ F
Correspondence language ☐ GE ☐ FR ☐ IT ☐ EN
Email * _____
Work phone * _____ Mobile phone * _____

Send access code via:

- ☐ mTan – the code will be sent by SMS to the mobile phone number shown above.
- ☐ voiceTan – the code will be sent as a voice message to the work phone number shown above.

If the Administrator's address is different from the Customer's address:

Different company name _____
Street no. * _____ Country * _____
Postcode/place * _____ P. O. Box _____

With his signature, the Customer confirms that he and the Administrator have read and accepted the contractual provisions as well as the "Terms of use for corporate customers":

Place, date * _____ Customer's signature * _____



Contractual provisions

1 Contracting parties

This Contract presupposes that an affiliation or insurance contract is in effect between the Customer and one of the AXA companies shown as the contracting party. AXA Insurance Ltd. is responsible for all matters relating to the myAXA client portal and this Contract. It represents the other companies and collective foundations of AXA that are shown as the contracting party.

2 Subject of the Contract

This Contract governs the rights and obligations of AXA and the Customer in connection with the use of the myAXA client portal. The Customer has the right to view the contract information on myAXA and in the applications and to process it to the extent possible. AXA continues to develop the functions of the client portal in order to promote electronic business transactions, and it informs the Customer periodically via myAXA about the progress.

3 Access to information on myAXA

The user must authenticate himself in order to be able to access the information on myAXA. AXA considers those who authenticate themselves on myAXA to be the authorized users of the myAXA client portal. The Customer must store the login details securely and protect them against misuse. AXA rejects all liability in cases where an unauthorized third party uses the client portal.

4 Access authorization

The Customer declares that the natural person mentioned above is the Administrator in accordance with the "Terms of use for corporate customers." The authorization covers all of the Customer's current and future insurance and affiliation contracts and the associated current and future applications. The Administrator is permitted to access and process all of the Customer's information that has been made available on the myAXA portal. Furthermore, he is authorized to delegate access to such information to other users. The Customer agrees that the Administrator can view salary information and other sensitive personal details in connection with the insurance contracts. The Customer must inform AXA immediately by post or electronic channel about any changes in the authorization – in particular any cases in which authorization is granted or revoked. The Customer bears the consequences of any violations of his notification obligation.

5 Terms of use

Use of the myAXA client portal by companies is subject to these contractual provisions and the enclosed "Terms of use for corporate customers", which are deemed to be a part of the Contract. The Customer confirms that he has read and understood the terms of use and forwarded them to the Administrator and other users. Additional provisions can apply in connection with access to the various online applications on myAXA.

6 Duration and termination

This Contract comes into force when signed and is valid until it is terminated in writing, until access to the client portal is revoked or the agreement is replaced by a newer version. It replaces all previous contracts governing the use of the applications available on the myAXA client portal.

7 Liability

While providing the myAXA client portal, AXA is liable only for direct loss arising from intentional acts or gross negligence.

Terms of use for corporate customers

1. Subject of the Contract

AXA's companies and collective foundations (hereinafter referred to as "AXA") that are shown as the contracting party of a company's contract on the use of the myAXA client portal make an online portal available to their customers. The portal can be used by corporate customers that have entered into an insurance contract with a contracting party of AXA, provided they have an email address and a mobile or landline phone number.



The functions currently available on the client portal primarily include:

- Overview of insurance contracts and contract-relevant documents
- Changes of names and addresses
- Entry of claims notices and service inquiries
- Notifications of new documents
- Communication regarding a loss event
- Other messages from AXA

AXA continues to develop the functions of the client portal further in order to promote electronic business transactions with its Customers.

These terms of use for corporate customers govern the rights and obligations of the parties in connection with the myAXA client portal. Customers may use the myAXA client portal only in accordance with the following terms of use, which count as part of the Contract.

AXA has the right to discontinue the client portal fully or partially at any time without stating the reasons. Access to the client portal does not constitute a right.

2. Rights of use

The Customer appoints an Administrator in his company who has access to the myAXA client portal and its use. The Customer authorizes him by means of the "Contract on the use of the myAXA client portal by a company" to exercise his rights and obligations, to access all his company's information on myAXA, and to view salary information, claims information, and other sensitive personal details in connection with the company's insurance contracts. The Customer agrees to regular uploads of new applications, which the Administrator can use with the myAXA access code he receives.

AXA must be notified immediately by post or electronic means about any changes in the Administrator's authorization, in particular in cases where it is switched or revoked. For this purpose, the "Change of Administrator" template is available on myAXA. The Customer bears the consequences of any violations of the notification obligation.

The Administrator can also designate individual users per insurance contract, who in turn assume the Customer's rights and obligations. The users are granted access only to their respective insurance contract and applications.

The Customer confirms that he has read and understood the "Terms of use for corporate customers" and distributed them to the Administrator and users. AXA rejects all liability in cases involving the use by an unauthorized third party.

3. Initial registration / login

AXA verifies that the Administrator is authorized before the initial registration. In case of a match with the data in its database, it sends the Administrator the access code by post to the address specified in the Contract.

After having entered the access code, the Administrator sets up the customer account on the login page. He then completes the registration process by entering a password.

With every subsequent login to myAXA, the user must enter the email address, the password, and an SMS code (sent via mTan or Voice Tan). The mTan is sent to the mobile phone number that was provided during registration. The Voice TAN is sent to the land line number that was provided during registration.

AXA considers anyone who has authenticated himself using the above-mentioned login details to be an authorized user of the client portal. AXA can therefore provide this person with data and information without further verification of his access, and it can also accept binding Customer orders and messages from him. AXA assumes that this person is in fact the authorized person.

4. Blocking of access

Customers who suspect that an unauthorized party is in possession of the login details must call AXA's Customer Care unit at the Service Center at 0800 809 292 immediately. The Service Center can be reached around the clock.

AXA has the right to block access to the client portal fully or partially without prior notification if these "Terms of use for corporate customers" are violated – e.g. through a breach of due diligence (para. 9) or data security provisions (para. 11) or on suspicion of misuse by an unauthorized third party. AXA rejects all liability for loss or damage that occurs in connection with blocked access.



5. Delivery of documents and messages

The Customer is aware that by using the client portal certain documents and messages concerning his relationship with AXA will be sent or made available only in electronic form in the future. AXA is introducing its electronic delivery system in stages for:

- Contract documents (e.g. policies)
- Correspondence regarding claims
- Invoices

Before the changeover to fully electronic document delivery, the Customer is notified and given the option on the myAXA client portal to have the item also delivered by post for a fee.

The respective documents or messages are sent additionally by post only if the Customer responds to the notification. The following applies if the Customer chooses not to receive an item by post: As soon as documents or messages are made available in the client portal, the Customer is informed via the email address that is used for the client portal. The documents and messages are deemed to have been delivered as soon as they can be accessed on the client portal. It is the Customer's responsibility to download the files so that he can meet his contractual obligations in good time.

6. Additional use of the email address for AXA's internal marketing purposes

The Customer hereby agrees that AXA can also use his email address for the client portal for marketing purposes – e.g. sending advertisements and doing market research. This information is not passed on to other parties; its disclosure to courts and authorities pursuant to statutory surrender obligations and its use in the event of recourse is reserved.

Customers who prefer not to receive advertisements can notify AXA on 0800 809 809 (AXA 24-hour phone).

7. Costs

AXA makes the client portal available free of charge. The Customer is informed in good time if any charges apply at a later time. The cost of using the internet is based on the rates of the Customer's internet provider.

8. Technical malfunctions and interruptions

AXA will do everything it can to ensure that the client portal is available around the clock. However, malfunctions may occur even despite careful maintenance, and it cannot be guaranteed that the client portal will be available at all times. Planned system breaks are scheduled during off-peak hours whenever possible. AXA cannot be held liable for loss arising from interruptions or malfunctions.

9. Due diligence obligations of the Customer

The login details (as defined in para. 3) must be stored securely and protected against misuse. The Customer is responsible for all consequences resulting from misuse of his login details. The Customer must inform AXA immediately if a suspected or known unauthorized third party has gained access to his login details so that access can be blocked and new login details can be issued as needed.

10. Data protection

AXA is fully committed to data protection. All personal data is processed in accordance with the applicable data protection provisions.

The Customer authorizes AXA to record, save, and use all login details, logins, transactions and changes. This information will be processed exclusively within AXA Group and will not be shared with any unauthorized third party.

[Additional information on data protection](#)

11. Data security

The Customer is aware that data is transmitted across borders via a generally accessible network (i.e. the internet) and can get lost in the process. Data is appropriately encrypted during transmission. Nevertheless, it is impossible to exclude every residual risk entirely, despite adequate encryption. AXA accepts no liability for the proper functioning and security during data transmission over the internet.

There is a risk that an unauthorized third party (e.g. a hacker) can gain access to the Customer's computer or data connection or that the computer becomes infected with a virus while the internet is being used. The Customer is responsible for managing his own computer access and internet connection and must ensure adequate security measures by installing anti-virus and firewall software, for example.



There is the additional risk that the Customer's information may be inadequately protected when the client portal is accessed from abroad. The Customer is responsible for informing himself properly about these risks. AXA rejects all liability in this regard.

12. Disclaimer

AXA rejects all liability to the extent permitted by law. In particular, it accepts no liability for direct or indirect loss or damage resulting from transmission errors, technical defects, malfunctions or non-availability of the internet, network overload, illegal interference or access by third parties, careless use of login details, blocked access, or other reasons relating to the use of the client portal.

Furthermore, AXA offers no guarantees for the content of other websites that are linked to the client portal.

13. Proprietary rights

The contents and structure of the client portal are the property of AXA. Any copying of information or data, in particular the use of text, text segments, trademarks, logos, and other visual material requires the prior written approval of AXA.

14. Termination

The Customer has the right to discontinue the use of client portal at any time. Deleting the login details will also deactivate the account and terminate the Contract.

AXA automatically deletes the Customer's access authorization 24 months after expiry of all insurance contracts between AXA and the Customer, in which case the Contract ends.

AXA informs the Customer as soon as possible if it decides to discontinue the client portal.

15. Changes in the "Terms of use for corporate customers"

AXA reserves the right to change these "Terms of use for corporate customers" at any time. The functions described in para. 1 can be expanded, restricted, or modified at any time. Such changes are then communicated in an appropriate way and deemed to have been accepted unless the Customer objects in writing within one month of being notified. An objection is regarded as notice on the Contract with immediate effect. After AXA receives an objection, it deactivates the Customer's login to the portal in accordance with para. 14.

16. Severability clause

If any parts of the Contract become void or unenforceable, the remaining provisions are not affected. The parties must draft the Contract so that it fulfils the purpose of the invalid or legally unenforceable parts to the extent possible.

17. Applicable law and place of jurisdiction

The Contract is subject to Swiss law. The exclusive place of jurisdiction is Winterthur.

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