



## TERMS AND CONDITIONS

### 1. Scope

These terms and conditions govern the contractual relations between tooyoo, an initiative of La Mobilière Suisse Services SA, Bundesgasse 35, 3001 Bern (hereinafter “we”) and its customers (hereinafter “you”) in respect of the services, products and operation of the website [www.tooyoo.ch](http://www.tooyoo.ch) (hereinafter “tooyoo”). By using the tooyoo platform, its services and its products, you indicate that you agree to these terms and conditions, irrespective of the place from where the platform is being accessed (i.e. Switzerland or abroad).

Privacy policy and data protection directives are an integral part of these terms and conditions.

These terms and conditions may be modified from time to time. The latest version can be consulted by visiting [www.tooyoo.ch](http://www.tooyoo.ch).

### 2. Accessing and registering for tooyoo’s storage services

#### 2.1. Terms of access

To register for and obtain an account, you must choose an offer and then fill in all mandatory fields in the registration form (full name and email address).

Once this stage has been completed, you will receive an email to activate your account.

You warrant that the data you provide to us are correct and truthful. If there is a change to the mandatory information contained in your profile (full name, postal address or email address), you must update these personal details yourself under My Profile. In the event that incorrect information is provided, we will be unable to fulfil our obligations.

Your password is strictly confidential and may be used only by you; it should not be divulged to nor shared with third parties.

#### 2.3. Free and fee-based services

From the time of your registration, you may use the platform free of charge for 30 days in order to familiarise yourself with it and evaluate it.

Once this trial period has elapsed, you will be required to make a payment in accordance with the pricing plan you chose if you wish to access your account. If payment is not made, the data you have entered into the “Premium” features

on the platform will no longer be accessible until your next payment.

To make a payment, you will need to provide additional mandatory details, namely postal address, gender and date of birth.

All payments must be made using a credit card. All fee-based services are indicated accordingly on the website. Changes to the order may be made at any time before the order is completed. It is possible to save and print the order, or the order confirmation if you prefer.

All prices are quoted in Swiss francs and include VAT.

### 3. Description of services

#### 3.1. Operating principles

A description of the services offered by tooyoo, including the principles according to which it operates, can be found on the website [www.tooyoo.ch](http://www.tooyoo.ch).

#### 3.2. Guarantee

Our services are provided with the utmost care and attention, with every effort made to ensure maximum reliability and availability. We cannot, however, guarantee that these services will be accessible continuously, or that server connections will always be possible.

#### 3.3. Service Providers

Tooyoo puts you in touch with service providers. Only the provider can be held accountable for poor or non-execution of a contract concluded with tooyoo. Tooyoo can in no way be held accountable for a poor or non-execution of a contracted service.

#### 3.4. Payment for services

The services provided will be directly billed by the providers. You will pay the service providers directly.

#### 3.5. Territoriality

Services offered by our partners are currently only available in Switzerland.

#### 3.6. Downloading free templates

To download a free template, an e-mail address will be requested. This e-mail may be used for promotional purposes and/or analytics.

### 4. Protection, recording and processing of data

User data transmitted to us from the tooyoo website are processed in full compliance with the Swiss Data Protection Act and are only used for managing the customer relationship and optimising our service offering. No personal profiles are created. Your information is saved and treated confidentially.

We will never access the documents you have uploaded nor any of your questionnaire responses without your express consent, with the exception of the death certificate. We are required to verify and approve death certificates, but only authorised staff on our payroll will be granted access.

Monitoring and usage data in regard to the platform are collected for statistical purposes and to optimise tooyoo. Monitoring data, processed anonymously, cannot be used to determine your identity. These data are used solely from a quantitative standpoint – for analysing behavioural patterns, frequency of use and the types of questions answered – for information purposes only. Anonymised data are collected using Google Analytics, a service of Google Inc., Mountain View, California (USA) and analysed only by us.

Your credit card information is never saved on our platform; under no circumstances is it shared with third parties.

### 5. Termination

#### 5.1. Termination of the account and contract on your initiative

You may terminate your account and subscription at any time. No refund or reimbursement will be granted. Payments made remain our property in the event of termination. After we have received your termination request and you have confirmed it, we will delete your account within 30 days. For a fee, you will be able to export your data in structured format. A raw data export is free and can be carried out at any time.



## 5.2. Termination of the account and contract by tooyoo

We reserve the right to terminate the contract at any time, without prior notice and without providing justification. We will inform you of the termination 30 days before the account is deactivated and its content deleted, providing you with the opportunity to export data submitted on the platform. In this instance, no fee will be charged for exporting. After this 30-day period, we are required to delete all data relating to your account permanently. For lifelong subscriptions, the price of an annual subscription will be charged for every year that has been begun since the beginning of the subscription. The remaining price will be reimbursed. For annual subscriptions, no amount will be reimbursed. The annual amount will be due.

## 5.3. Termination of the account and contract in the event of non-payment

In the event of non-payment, or if your credit card could not be charged, you will receive an email from us requiring you to make payment within the next 20 days. Once this period has elapsed, we will send you a final email reminder informing you that the account will be frozen in the next 10 days. We will maintain your data for a further 330 days before they are permanently deleted. You will be notified by email 30 days prior to deletion.

## 5.4. Termination of the account and contract for misuse or failure to abide by these terms and conditions

We reserve the right to terminate the contract at any time in the event that these terms and conditions are infringed upon, in which case you will be informed by email. You will have 30 days to export your data in raw format. Data can be exported in a structured format for a fee. Once this period has elapsed, we will delete all your data permanently. No refund or reimbursement will be granted.

## 5.5. Information provided to trusted parties in the event of termination

The trusted parties that you have chosen on the platform will be advised by email if your account is deleted.

## 5.6. Deletion of data following the passing of the co-contractor

The co-contractor's personal data will be automatically deleted ten years after the date of

death. During that time, the data will remain accessible for free to legacy contacts via their tooyoo accounts

## 6. Adding, changing or adjusting the platform's offers and services

We reserve the right to change or adjust, at any time and without justification, the offers and services connected with this platform. Extra services may furthermore be added and offered to users. Prices will be noted clearly on the website.

We are entitled to transfer some or all service operations to a third party, provided that the privacy policy directives are respected.

## 7. Limitation of liability

In operating this website, we assign particular importance to the quality, completeness and security of the information contained on it. In addition, we take all reasonable measures within our power to ensure the proper functioning of the website. Nonetheless, we cannot guarantee that the information posted on the platform is current, exact or exhaustive. Furthermore, system faults such as interruptions, virus infections or loss of data cannot be excluded.

Under no circumstances will we assume liability, particularly in cases of negligence, for direct, incidental or consequential damages resulting from the consultation, navigation, use or impossibility of using our website.

### 7.1. Phishing

We take identity theft and phishing very seriously. Information on the security measures used to help protect user identity is of the highest priority. We will never ask you for personal information in an email message or over the phone, in particular credit card numbers, bank details, account number, password or passport number. We accept no liability whatsoever if you are affected by phishing scams.

## 8. Linked websites

We have no influence on information accessible through external links. We therefore accept no liability whatsoever with regard to third-party websites.

## 9. Links to the tooyoo website

Please contact our webmaster if you wish to reference our website and to obtain the relevant information (logo, URL, etc.).

Contact: [info@tooyoo.ch](mailto:info@tooyoo.ch)

## 10. Misuse

You undertake never to use the website illegally. We shall not be held liable in the event of misuse or illegal use, particularly in cases of invasion of privacy or infringement upon third-party personality rights.

## 11. Use of website images

All images, logos and icons shown on the website are the property of tooyoo. All use is subject to prior authorisation through the submission of a written request to [info@tooyoo.ch](mailto:info@tooyoo.ch).

## 12. Applicable law and jurisdiction

These terms and conditions are governed by Swiss law.

The place of jurisdiction is Bern, Switzerland.

## 13. Final provisions

All components of the tooyoo website are protected by intellectual property legislation, especially copyright rules. The tooyoo website may not be reproduced, transmitted, modified or used for public or commercial purposes, nor may it be linked, without the prior written permission of tooyoo.

tooyoo reserves the right to amend these terms and conditions at any time.

If one or more of the provisions in these terms and conditions is found to be invalid, the validity of the others will not be affected. The invalid provision will simply be substituted.

The application of customer-stipulated terms and conditions is expressly precluded.

*Date of effect: 1 Oct. 2018*

*Last updated: 1 Oct. 2018*

