



TERMS AND CONDITIONS

1. SCOPE

These terms and conditions (T&Cs) govern the contractual relations between La Mobilière Suisse Services SA, Bundesgasse 35, 3001 Berne (hereinafter “we”), to which tooyoo belongs, and you (users and/or customers of the website) in respect of our services, products and use of our website www.tooyoo.ch (hereinafter “tooyoo”, “site” and “website”). All use of our services, products and website are subject to your prior and unreserved acceptance, by clicking the appropriate box, of these T&Cs. The latest version can be consulted by visiting www.tooyoo.ch. We may unilaterally amend our T&Cs from time to time. In this case, you will of course be informed of such changes before they enter into force. In the case of important changes, we may ask you to re-accept the T&Cs.

2. ACCESSING AND REGISTERING FOR TOOYOO'S STORAGE SERVICES

2.1. Terms of access

To use tooyoo's services, you must be aged 18 or over, be legally competent to contract and use our digital platform in accordance with these T&Cs. You warrant that the information provided is both truthful and correct. We reserve the right to cancel or refuse any subscription (registration – membership renewal – membership changes or any other service) for a user (e.g. dispute in relation to the payment of an earlier subscription). The equipment used (computers, software, etc.) and the related costs for accessing the website are at your own expense.

2.2. Registration

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 is 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, including your legacy contact(s).

2.3. Free and paid usage

From the time of your registration, you may use the platform free of charge for the period specified on our website (“Offer” page) on the day of your registration (“free period”) in order to familiarise yourself with it and evaluate it. During this free period, you will receive emails sent automatically by our system prompting you to complete the outstanding items in your account profile depending on your status. It is not possible to opt out of this automatic mailing intended to support you in using our platform.

The first time you connect after this free period has elapsed, you will be required to make the payment corresponding to your chosen price plan if you wish to access your account. If payment is not made, the data you have entered on the fee-based part of the platform (Premium) will no longer be accessible until payment is next made.

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

All paid services are clearly indicated as such 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. Conclusion of these T&Cs shall entail their release within the meaning of Art. 82 LP.

With the exception of life subscriptions and free subscriptions, the subscription for which you register will be automatically renewed for successive periods specified in the initial subscription and subject to the price conditions specified on the website on the renewal date unless notice of termination is submitted by email (info@tooyoo.ch) by one of the parties and received by the other no later than one month prior to the next applicable deadline. Any discounts/offers you may have been eligible to benefit from shall cease at the end of the period specified in the subscription and shall not be automatically renewed from year to year.

The subscription fee is payable in advance. Unless the subscription is cancelled by the specified deadline, we shall therefore either send you an invoice prior to the start of the new period or your debit/credit card will be automatically charged.

3. DESCRIPTION OF SERVICES

3.1. Operation and guarantee

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.

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.

3.2. Additional services

We offer various additional services on our website that may be free or subject to charge, particularly but not exclusively those outlined below.

3.2.1. tooyoo assistants (wizards)

Our assistants essentially allow you to create and customise various legal documents (e.g. will, advance directives, lasting power of attorney etc.). We have developed them carefully in collaboration with Swiss notaries and attorneys as well as Pro Senectute Suisse. Users of assistants must create a free account on tooyoo to view and/or receive the output in PDF format.

As each individual case differs, we are unable to provide any guarantee that the documents created with the support of our assistants will be perfectly aligned with your needs and accept no responsibility for this on either a contractual basis or in terms of civil liability. We advise you to seek legal advice for verifying the content where the need arises.

Following use of the assistant, we may offer you services subject to charge (e.g. notarial certification, legal advice etc.). These supplementary services must be paid for directly on our platform by credit card.

3.2.2. External service providers (outside wizards)

For some of our services, we may put you in touch with external service providers (e.g. notaries etc.) in whom we trust. Once you have been put in touch, the contract will be concluded between you and the service provider, who will then be solely responsible for its fulfilment. The service provided by the external provider will therefore be invoiced by said provider, who you



will pay directly. While a brokerage fee may be payable to us by the service provider, the price you pay will not be affected in any way.

In the event of non-fulfilment by the service provider, we undertake to find a replacement service provider. We cannot under any circumstances be held liable for poor or non-performance of the service by the external service provider.

3.2.3. Downloading free templates

An email address is required before you can download free document templates.

3.3. Territoriality

Our products and services, as well as the services provided by our business partners, are available only in Switzerland.

4. DATA PROTECTION, STORAGE AND PROCESSING

Please read our Privacy Policy using this link: https://www.tooyoo.ch/static/files/TOOYOO_PrivacyPolicy_2021.pdf

5. TERMINATION

5.1. Termination of the account and contract on your initiative

You may terminate your account and subscription at any time, it being stipulated that the annual subscription must be terminated by email (info@tooyoo.ch) no later than one month prior to the next applicable deadline (Art. 2.3 above). No refund or compensation will be granted. Payments made remain in our possession in the event of early termination.

5.2. Downgrading of the account and contract in the event of non-payment

In the event of non-payment, or if your card could not be charged, you will receive an email from us requiring you to make payment within 20 days. Once this period has elapsed, we will send you a final email reminder informing you that, after ten days, only your general profile information and medical details will remain accessible. Consequently, you and your legacy contact(s) will no longer have access to most of your data, which are contained in the fee-based part of the platform. We reserve the right to claim reimbursement of expenses, including the costs of issuing reminders and appointing collection agencies.

5.3. Termination of the account and contract for misuse or failure to abide by these T&Cs

We reserve the right to terminate the contract at any time in the event that these T&Cs are breached, in which case you will be informed by email. No refund or compensation will be granted and any amount owing to us shall remain due.

5.4. 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 in the event that your account is deleted.

5.5. Deletion of data after you pass away

Your data is automatically deleted ten years after the date on which you pass away, provided that we have been informed of the death. In the meantime, the data will remain accessible free of charge under the account of the legacy contact(s).

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. Despite all these measures, we cannot guarantee that our site will always be in perfect working order. We disclaim all liability for direct or indirect damage of any kind (loss of time, profits, data, money, opportunity or business, material property, etc.) that may result in particular from the use, browsing, consultation of or the inability to use our website.

In particular, we will not be held liable for any damage suffered by yourself or third parties as a result of the conduct of other users/customers and/or third parties, cyberattacks affecting all or part of our website, or subsequent damage to yourself or any third party.

Under no circumstances are we responsible for the proper working of the software, or the transmission of data or information over the internet. Nor are we responsible if a connection cannot for whatever reason be established, for reasons beyond our control or otherwise.

Any material downloaded and/or obtained in any way whatsoever while using the site is held at your own risk. We cannot under any circumstances be held responsible for any loss of data or damage you may suffer as a result.

In the event of maintenance or if the site becomes unavailable, you will not be entitled to any compensation whatsoever for the entire duration of the maintenance or the service interruption.

We do not guarantee that the servers used nor our site are virus-free. Therefore, we cannot be held responsible if your computer equipment becomes infected with a virus. You are responsible for ensuring that your equipment is adequately protected.

We refuse liability for any errors or omissions in the content, data or other information contained on our site, nor for the consequences of any use that may be made of the content, data or other information on our site.

You acknowledge that we are unable to verify the accuracy of the information provided by users of the site, which is solely a declaratory instrument. Consequently, we cannot be held liable.

All other guarantees, clearly stated or otherwise, will not be issued by us. You are liable for any direct or indirect damage of any kind whatsoever that you may cause to us when using our website.

The use of information or any type of content available on our platform is entirely your responsibility.

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 obtain the necessary material to create the link (logo, URL, etc.).

Contact: info@tooyoo.ch

10. MISUSE

You undertake never to use the service in an abusive and/or illegal manner. To this end, you agree to accept responsibility for the content you place on tooyoo. In particular, you are prohibited and undertake to refrain from placing all content, regardless of its format, on tooyoo if such content:

- contains language that is abusive, disrespectful, obscene, racist, homophobic, sexist, otherwise of a hateful, offensive or threatening nature or constitutes a personal attack on any third party, including our employees;
- is of a pornographic nature and/or violates good morality;
- violates Swiss law (third-party copyright, criminal law, including forgery, etc.);
- contains any form of advertising of products or services (including spam);
- collects and stores personal data without permission; and/or blocks or restricts access to our services for other users.

Furthermore, you undertake never to use any resource, software or process to inhibit, or try to inhibit, the proper functioning of our website and the services offered, including by placing an unreasonable or disproportionate burden on the website's infrastructure. We shall not be held liable in the event of misuse or illegal use by our users, 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 our property. All use is subject to prior authorisation through the submission of a written request to info@tooyoo.ch.

12. INTELLECTUAL PROPERTY

All components of the website are protected by intellectual property legislation, especially copyright rules. The website (or any part of it) may not be reproduced, broadcast, transmitted, copied, modified or used for public or commercial purposes, nor may it be linked, without prior written permission from us. Failure to respect these terms could lead to criminal or civil proceedings, including claims for damages.

13. MISCELLANEOUS

If one or more of the provisions in these T&Cs is found to be invalid, the validity of the others will not be affected. The invalid provision will simply be substituted. The application of terms and conditions stipulated by yourself or any kind of third party is expressly precluded. We reserve the right to assign to a third party, or have performed by a third party, all or part of the rights and obligations arising from these T&Cs. In the event of any discrepancy between the different language versions of these T&Cs, the French version shall prevail.

14. APPLICABLE LAW AND JURISDICTION

These T&Cs are governed by Swiss law. The place of jurisdiction is Bern, Switzerland.

Effective from: 2021