



Terms of Use for Users of the enovetic Platforms

Valid from 04.05.2026

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1. Introduction and Applicability

- 1.1 These Terms of Use ("Terms of Use") govern the legal relationship between enovetic ag, headquartered in Rotkreuz ("enovetic"), and the natural persons (hereinafter the "Users") who are authorized by a client of enovetic (hereinafter the "Client") as employees or as other persons commissioned and authorized by the Client (namely brokers, fiduciaries or intermediaries) to use one or more of the platforms and software applications provided by enovetic (hereinafter collectively the "Platforms" and individually the "Platform"). A Client is defined as the legal entity that has entered into a service agreement with enovetic regarding the use of one or more Platforms (hereinafter the "Service Agreement"; including the attached Data Processing Terms ("DPT")).
- 1.2 The scope, functions, and intended uses of the individual Platforms, as well as the respective categories of data processed and the purposes thereof, are set forth in the Service Agreement and the Platform documentation.
- 1.3 Use of a Platform requires that the User accept these Terms of Use prior to first use. Acceptance may be obtained centrally via the user account (eplix ID) or as part of the registration process for an individual Platform; once accepted, these Terms of Use apply to the use of all Platforms assigned to the User by the Client. Anyone who does not agree to these Terms of Use is not authorized to use the Platforms.

2. Changes

enovetic may amend these Terms of Use at any time. Material changes will be displayed to

the User no later than upon the next login; continued use of the Platforms requires the User's express consent to the amended version. If the User refuses to consent, their right to use the Platforms ends upon the amended version taking effect.

3. Status of the User and Relationship to the Service Agreement

- 3.1 The User accesses the Platforms on behalf of and at the direction of the Client and exclusively for the purpose of performing their duties for the Client. In doing so, they do not act on their own behalf, but in the exercise of a function assigned to them by the Client (in particular as an employee, officer, or other agent authorized by the Client, namely a broker, fiduciary, or intermediary).
- 3.2 Commercial claims for performance arising from the provision of the Platforms, in particular regarding availability, support, warranty, and service levels, exist exclusively in the relationship between enovetic and the Client in accordance with the Service Agreement. The User has no direct claims for performance against enovetic. The User owes no fee for the use of the Platforms; all fees are settled exclusively between enovetic and the Client.
- 3.3 In the relationship between enovetic and the Client, the Service Agreement and the DPT take precedence over these Terms of Use. These Terms of Use govern exclusively the relationship between enovetic and the individual User and do not establish any rights or obligations at the expense of or in favor of the Client.



4. Registration and User Management

- 4.1 The creation, modification, and deactivation of user accounts, as well as the assignment, adjustment, and revocation of roles and permissions, are carried out exclusively by enovetic at the Client's direction. The User may not, on their own, manage, create, modify, or transfer accounts, roles, or permissions, for themselves or for third parties.
- 4.2 Upon registration, the User provides truthful and complete information and keeps it up to date in the event of changes. Verification of identity (e.g., via email or mobile number) may be required.
- 4.3 Access to the Platforms is via the User's device. The User is solely responsible for ensuring the technical compatibility, internet access, and up-to-date system and security updates of the device.

5. Login Credentials and Security

- 5.1 The User's personal access is protected by authentication measures (in particular a password and, if enabled, two-factor authentication). Login credentials must be treated confidentially, stored securely, and may not be disclosed to third parties or shared with others.
- 5.2 The User shall implement appropriate security measures on the end devices used for access, in particular by installing available security updates and patches in a timely manner.
- 5.3 The User shall notify enovetic immediately if they detect any signs of a compromise of their access, unauthorized access, or a

phishing attempt; in such a case, they shall change their login credentials immediately.

- 5.4 enovetic may modify the authentication procedures used at any time if this is necessary or advisable for security reasons or due to technical developments.

6. Permitted Use

- 6.1 The User may use the Platforms exclusively for the purposes intended by their functionality within the scope of their work for the Client and in compliance with the Client's instructions. Private use of the Platforms is not permitted.
- 6.2 In particular, the User is prohibited from:
 - a) using the Platforms or any part thereof for purposes other than those intended, copying, disclosing, making available to others, modifying, decompiling, or otherwise reverse-engineering them (unless permitted by law), or creating derivative works from them;
 - b) systematically reading or extracting content from the Platforms outside the interfaces provided by the respective Platform (in particular through scraping, bots, or data mining);
 - c) removing, altering, or obscuring copyright notices, logos, or other proprietary notices on the Platforms;
 - d) using the Platforms to violate applicable law, in particular applicable data protection, labor, and privacy laws;
 - e) circumventing the Platforms' security measures or impairing their integrity or availability.



- 6.3 The User is responsible for the accuracy, completeness, and timeliness of the data entered by them on the Platforms and confirms that they possess the necessary authorizations to process this data.

7. Confidentiality

- 7.1 The User shall treat all information accessible via the Platforms as confidential, specifically personal data (including sensitive personal data such as health and occupational benefits and pension data), contract, billing, and service data, as well as internal operational and business information of the Client and third parties. Use or disclosure outside the scope of the purpose and intended audience covered by the User's activities for the Client is prohibited.
- 7.2 The duty of confidentiality shall continue even after the termination of the right of use and shall not prejudice any further statutory or contractual confidentiality obligations that may apply to the User in individual cases.

8. Intellectual Property

- 8.1 The Platforms and all content contained therein, in particular the underlying software, design, layout, text, graphics, symbols, and audio or video materials, are owned by enovetic or have been licensed to it by authorized third parties and are protected by copyrights and other intellectual property rights.
- 8.2 The User is entitled to use the Platforms assigned to them in accordance with the scope of the usage rights granted to the Client under the Service Agreement and in accordance with the Client's instructions. This right of use is non-exclusive, non-transferable, and non-sublicensable; all

further rights are reserved by enovetic or its rights holders.

- 8.3 If the User provides enovetic with feedback, suggestions, or ideas for improving the Platforms ("Feedback"), the User grants enovetic a royalty-free, transferable right of use, unlimited in time and place, to use the Feedback in any manner. The User ensures that their Feedback contains neither personal data nor confidential or proprietary information belonging to third parties.

9. AI Features

- 9.1 To the extent that a Platform contains features based on artificial intelligence or comparable automated processes (hereinafter "AI Features"), the results of the AI Features are suggestions. The User is solely responsible for assessing whether and to what extent these suggestions are suitable for the intended purpose and for verifying their accuracy, completeness, and legality.
- 9.2 enovetic assumes no liability for the accuracy, completeness, or suitability of the results generated by AI Features and is not liable for decisions or actions taken by the User based on them.

10. Integrations with Third-Party Providers

- 10.1 To the extent that a Platform offers the User the option to access third-party functions (e.g., multiposting services, interfaces to insurers, or external job platforms), the data required for this purpose is transmitted to the third-party provider via an interface after the User initiates the integration. The User is informed of the data flow and the relevant third-party provider before initiating the integration.

10.2 Third-party providers operate their own systems and process the transmitted data within the scope of their services as independent data controllers, unless otherwise specified in the Service Agreement or the DPT. The selection of third-party services, booking, ordering, pricing, and billing generally take place directly between the Client and the third-party provider and are subject to the latter's terms and conditions.

10.3 enovetic is not a party to the legal relationships between the Client and the third-party provider and assumes no responsibility for the third-party provider's services, content, availability, or billing. The legal relationships between enovetic and the Client, as well as between enovetic and the User, are not affected by the use of the integration.

11. Data Processing

11.1 In connection with the use of the Platforms, enovetic processes personal data relating to the User. The details are set forth in enovetic's privacy policies, namely the Website/Platform Privacy Policy (<https://www.enovetic.ch/datenschutz>) and the eplix ID Privacy Policy, which is linked in the login flow.

11.2 The processing of third-party personal data accessible via the Platforms is generally carried out by enovetic as the Client's data processor based on the Service Agreement and the DPT. The obligation to inform the data subjects pursuant to Art. 19 of the Swiss Federal Act on Data Protection (FADP) rests with the Client in this regard. In specific cases expressly designated in the DPT, enovetic also acts as the data controller with respect

to such data; enovetic's Privacy Policy applies to this processing.

12. Liability

To the extent permitted by law, enovetic shall not be liable to the User for damages arising from the use or unavailability of the Platforms or from the use of integrations with third-party providers. Liability for intent and gross negligence, as well as any mandatory statutory liability, remains reserved.

13. Suspension and Termination of User Access

13.1 enovetic may suspend or restrict the User's access to one or more Platforms, in whole or in part, if the User violates these Terms of Use or applicable law, if the security or integrity of a Platform is compromised, or if the Client requests the deactivation of the User's access.

13.2 The right of use shall end at the latest upon the User ceasing to act for the Client (in particular upon the cessation of the mandate, power of attorney, or employment relationship) or upon the termination of the Service Agreement between enovetic and the Client with respect to the affected Platforms. In such a case, the User shall immediately cease using the affected Platforms.

14. Applicable Law and Jurisdiction

These Terms of Use, as well as all legal relationships between enovetic and the User arising from the use of the Platforms, are governed exclusively by Swiss law. Subject to mandatory statutory venues, the courts at enovetic's registered office shall have exclusive jurisdiction over all disputes arising



from or in connection with these Terms of Use.

15. Operator and Contact

The operator of the Platforms is enovetic ag, Blegi 5, 6343 Rotkreuz (CHE-108.015.359). Inquiries regarding these Terms of Use should be directed to: enovetic ag, Blegi 5, 6343 Rotkreuz, or via email to info@enovetic.ch.

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