



yalloprotect360

General Conditions of Insurance ("GCI")

GCI for the group insurance contract between

- AXA Versicherungen AG, Winterthur (the "Insurer" or "we")
- yallo, Sunrise Communications AG, Thurgauerstrasse 101B, 8152 Glattpark (Opfikon) ("yallo" or the "Policyholder")
- bolttech Switzerland AG, Zurich ("bolttech")
- yallo's customers (the "insured person(s)" or "you")

with regard to the insurance of mobile devices sold by the Policyholder to its customers. Under the collective insurance contract, bolttech performs functions on behalf of the Insurer.

Section 1: Insurance cover, insurance premium

1. Who and what can be insured?

yallo customers who purchase a mobile device via yallo or any other Swiss retailer can sign-up for insurance cover by joining the collective insurance contract. Only Swiss residents can join the collective insurance contract. Only mobile devices purchased at or within 6 months before subscribing to yalloprotect360 can be insured. In case of signing-up within 6 months from new purchase, the mobile device must be fully functioning and without any damage. In this case, bolttech may ask for a functionality check or require submitting pictures of the device.

The mobile device must be registered to benefit from insurance cover. If the serial (IMEI) number is unknown at the time of subscription to the collective insurance contract, you will receive a notification from us, and you must register your device subsequently in order to benefit from insurance cover. If you have not registered your device with the serial (IMEI) number, the insurer reserves the right to reject your claim and cancel your insurance cover.

The insurance cover is valid worldwide. Mobile devices are insurable up to a value of CHF 3,000.

2. How is the insurance cover obtained?

Insurance cover is obtained by selecting the yalloprotect360 insurance option and submitting a declaration of joining the collective insurance contract either online, via SMS or per phone.

The mobile device must be registered for insurance with the serial number (IMEI) and an insurance confirmation is sent to you containing the relevant insurance information. The insurance confirmation may be integrated into the yallo invoice for the purchased device.

The insurance cover is granted only under the condition that the due insurance premium has been paid.

3. Which risks are insured?

With yalloprotect360 you are insured against damage of your insured device due to a sudden or unforeseeable external event (such as being dropped, falling, fire, contact with any type of liquids) in which case it can no longer be used as intended.

4. What is not insured?

The following events are not insured:

- Theft and loss of the insured device;
- Damages caused by events which had already occurred before enrolment in the insurance contract;
- Damage to the frame or the external parts of the device, provided that its function is not impaired (e.g. scratches, dents, bends, glass cracks on the back or front without affecting usability);
- Material and manufacturing defects as well as technical malfunctions

- not caused by sudden or unforeseeable external influences;
- Damage caused by natural wear and tear or oxidation (e.g. reduced performance of battery);
- Software damage (e.g. due to virus);
- Damage caused by intentional or grossly negligent behaviour (e.g. non-compliance with the manufacturer's instructions);
- If the insured device is not made available to our repair and/or replacement partners;
- Damage caused by repair, maintenance, servicing or cleaning work;
- Damage due to warlike and terrorist events as well as civil unrest of all kinds and measures taken against them, damage due to natural disasters, and as a result of official orders.

5. How many claims are covered by yalloprotect360?

The number of claims is limited to two (2) per period of twelve (12) consecutive months, independently of the type of claim (e.g. breakage, water damage). The 12 months start with the declaration of the respective claim.

6. What happens if I switch to another device or change the device's ownership?

Should your insured device be replaced later as a warranty claim, you are obliged to notify the new serial number (IMEI) by email to service@yalloprotect360.ch or by telephone at +41 44 798 26 30 in order to continue benefitting from insurance. The insurance cover for the replaced device is valid for the originally agreed insurance period from the date of notification of the new serial number (IMEI). Without notification of the new serial number (IMEI), there is no insurance cover for the replaced device. If the insured device is sold, the insurance ends. Please inform yallo directly when you sell your insured device, so that a cancellation of your insurance cover can be initiated.

7. When does the insurance cover begin and how long does it last?

- The insurance cover begins on the date of joining the collective insurance contract stated on the insurance confirmation ("Coverage Start"). Membership of the collective insurance contract is indefinite.
- The insurance coverage begins with a free-of-charge month. During this free-of-charge month the insurance contract can be terminated at any time.
- If during the free-of-charge month any claim should be regulated by the Insurer, a minimum duration of 12 fee-based months applies. A termination will only become effective after expiry of the 13th month beginning with the Coverage Start including the free-of-charge month ("Minimum Duration"). This explicitly applies to the statutory termination rights for any party due to a claim being made, which is hereby amended.
- In case the insurance contract is not terminated during the free-of-charge month, the contract will continue for a further twelve (12) months. Consequently, the insurance contract will be valid for thirteen (13) months including the free-of-charge month, resulting in the Minimum Duration.
- If the insurance contract is not terminated before the expiry of the Minimum Duration according to the notice period applicable to the yallo mobile subscription, the contract extends on a monthly basis until a termination right has been exercised.
- Cancellations must be made exclusively via the yallo customer portal at www.yallo.ch/account or by calling yallo at 0900 00 44 88.
- If the mobile subscription is changed from yallo to another provider, the insurance will end, even if that may be before expiry of the Minimum Duration.

8. Can my insurance contract be cancelled?

If the group insurance contract is terminated by the insurer or policyholder, the insurer is entitled to terminate the individual insurance cover of the insured persons by giving one month's notice by letter or through other means of

communication. In exceptional cases (e.g. bankruptcy), the individual insurance cover may be terminated with immediate effect. The insurer has also the right to terminate the insurance subscription after an insured event with a fulfilled claim.

9. How much is the insurance premium and how is it paid?

The insurance premium (including taxes and sales commissions) is CHF 9.90 per month.

The insurance premium is displayed in the shopping basket during the purchase process both online and via mobile phone, and on the insurance confirmation you will receive following the purchase process. The insurance premium is collected monthly through your preferred payment method among those offered by yallo. For insurance cover after the first free-of-charge month, the insurance premium must be paid in full.

Section 2: Insurance benefits

10. Who is entitled to benefits with yalloprotect360?

The insured person and entitled party in the event of a claim is the purchaser of the insured device, who has acquired insurance cover from yallo and is listed on the insurance confirmation or yallo invoice.

The claims will be settled conclusively and exclusively by bolttech on behalf of the insurer.

11. What does my insurance cover?

In the event of an insured damage, we will repair or replace the device insured. A distinction can be made between the following cases:

- In the event of repairable damage to a mobile phone, send the damaged, insured device by post to the repair partner named by us, who will repair it immediately and send back the repaired device by post (send-in repair). Alternatively, depending on the model and damage of the device, we offer the possibility to have the device repaired within one hour or one day by one of our local repair partners (on-site repair). We cover repair costs and invoice you for the excess fee.
- In the event of a total damage (damage for which the repair is no longer economically viable or technically possible), we will replace the insured device by sending you a new or as-new (refurbished) replacement device. Refurbished devices are in mint condition and fully functional. The replacement device is usually the same model as the insured device (the same color cannot be guaranteed). If the same device model is not available, you will receive another device with the same functionality. Upon delivery of a replacement device, the damaged device becomes the property of the insurer.

The insurer decides according to economic criteria whether the device is to be repaired or replaced.

12. Do I have to pay an excess fee?

You must pay an excess fee of CHF 99 per claim before we fulfil your claim. We will inform you of how and when you have to pay the excess fee when you notify a claim. Please note that we might ask you to send us the proof of payment of the excess fee before fulfilling your claim.

Section 3: Obligations in the event of claim

13. How do I report a claim?

In the event of an insured incident, you must notify your claim online within 5 days at www.yalloprotect360.ch. In case you have any questions, our support hotline is available at +41 44 798 26 30 from Monday to Friday

from 8am to 7pm and Saturday from 9am to 6pm (cost equivalent to a local telephone call to Zurich excluding mobile operator charges).

14. What obligations do I have in the event of a claim?

In the event of a claim, you have the following obligations:

- To report the damage completely and truthfully online within 5 (five) days and to follow our instructions during the claim process;
- To unlock the insured damaged device, i.e. remove the personal access code, remove user accounts (e.g. by Google Account) and deactivate technical anti-theft functions (e.g. 'Find my iPhone');
- To provide additional information and documents upon request, such as the proof of purchase or photos of the damage;
- To safeguard the claims and to assign them to us if the damage can be asserted against third parties (e.g. another insurance);
- In case a claim is settled by replacement, you must hand over the damaged device to our service partner.

15. What are the consequences if I violate my obligations?

- In the event of breach of the obligations above, benefits may be refused or reduced, unless the breach is considered to be a fault for which the concerned party is not responsible.
- The repair and replacement of a damaged device may be refused.
- A replacement device that has already been delivered can be reclaimed in exchange for the defective device.
- Costs for repairs already carried out can be invoiced in full or in part. Paid repair costs can be reclaimed.
- If you had a insured and fulfilled claim and you cancel the insurance within the first year, we can either charge you for the incurred costs of the repair or replacement of the mobile device or require you to pay the unpaid remaining premium for the full insurance year.
- If you do not provide information or documents which appear necessary or useful for the investigation of the event despite being requested to do so,

we can set a deadline of at least 14 days for you, with loss of the insurance claim in the event of non-compliance.

16. What happens to my data and software in the event of a repair?

You are responsible for ensuring that your data is removed or deleted before you hand over a damaged mobile device to the repair partner. Please note that any information on the damaged device may be erased prior to repair or replacement. Please also note that the software on your insured device may be affected and/or modified by the repair process. If possible, you should ensure that the software and data on the damaged device are backed up to another device or the cloud. Neither the insurer nor bolttech is responsible for the loss of data and software on your damaged device if it is handed over for repair as part of a claim. You are responsible for reinstalling all software programs, data and passwords.

17. What happens if the information provided is incorrect?

If the insured person provides incorrect information, the insurer will be released from its obligation to pay benefits in the event of a claim. The insurance cover is cancelled without further notice, whereby a paid insurance premium is not refunded.

Section 4: General Information

18. Who are yalloprotect360's insurance partners?

The insurer is AXA Versicherungen AG, General-Guisan-Strasse 40, 8400 Winterthur, an insurer approved by FINMA. AXA Versicherungen AG is a subsidiary of the AXA-Group.

The insurance service provider is bolttech Switzerland AG, Seefeldstrasse 283 A, 8008 Zurich, a tied insurance intermediary.

19. How can I report a complaint?

If, contrary to expectations, there is a reason for you to complain, please contact bolttech per email at complaints@yalloprotect360.ch or by telephone at +41 44 798 26 30. bolttech will do its utmost to resolve your concerns or issues to your satisfaction as quickly as possible.

20. How will my data be processed?

yallo collects your personal data (e.g. contact details) during the purchase process and forwards them to bolttech for the attention of the Insurer. Your data includes identification and contact details and other information necessary for insurance coverage. Within the scope of the insurance business, the Insurer is responsible for data processing and bolttech acts as order processor. Without the processing of your personal data, it is not possible for you to obtain insurance cover or for us to carry it out. The Insurer and bolttech require your personal data for the purpose of processing the insurance contract (including claims processing, payment of benefits and debt collection). In addition, your data is processed for statistical surveys, marketing and data analysis. The latter serves to continuously improve products and services. By taking out this equipment insurance, you agree that the Insurer may send advertising and offers on insurance products. Your data will be transmitted to third parties in and outside Switzerland, provided that the transmission serves the purposes mentioned or is necessary within the framework of order processing. The third parties may be service providers, other group companies, other insurers and reinsurers. These third parties may only process your personal data if their tasks require it. Your personal data will be stored electronically and physically in accordance with the law. You have the right at any time to obtain information about the processing of personal data or to make other requests (e.g. correction or deletion requests). Further details on data processing by the Insurer and contact details can be found on the Insurer's website: www.axa.ch/en/information/data-protection.html

Personal data is processed in accordance with the applicable laws - namely the Federal Law on Data Protection (FADP) - and, where necessary, on the basis of your consent. For customers in Liechtenstein, instead of the FADP the GDPR applies.

21. Can I revoke yalloprotect360?

You can cancel yalloprotect360 within 14 days towards yallo without providing a reason. The period begins with the receipt of the insurance policy, including the GCI and the insurance product information sheet (IPID).

In the event of a valid cancellation under this section, the insurance cover ends retroactively and yallo will refund the insurance premium. Your right of cancellation expires if the contract has been fully performed by both you and us at your express request (e.g. in the case of an insured and settled claim) before you have exercised your right of cancellation.

22. Under what conditions may these GCI be amended?

The Insurer may unilaterally amend these GCI and the insurance premium only once per year. In that case yallo will inform you about the intended changes and indicate the effective date of the change (date of change). If the insurance benefits or insurance premium of your insurance cover shall be changed, you will be granted an objection period of 60 days to cancel your individual enrolment. If you do not object to the suggested change within the objection period, the change of the GCI or the premium will become effective as per date of change.

23. Applicable law and place of jurisdiction

Swiss law applies to these General Conditions of Insurance for Group Insurance Contracts, in particular the Swiss Federal Act on Insurance Contracts ("VVG"). The jurisdiction for disputes arising from this contract shall be Zurich 1, subject to mandatory provisions of Swiss civil procedure law.