

Privacy Policy

1. introduction

Welcome to VVP-App! VVP-App is operated by LEBO Apps GmbH (hereinafter "LEBO"), headquartered at Flughafenstrasse 41, 8152 Glattbrugg, under the app "VVP" and is an app learning system (hereinafter "VVP") that allows you to expand your insurance knowledge in a simple and efficient way. VVP can only be used through a mobile app.

By registering with VVP, you (hereinafter "user") agree to these general terms and conditions (hereinafter "GTC"). With the completion of the registration, the contract between the user and LEBO becomes effective. Please read these GTC carefully because they form the legal framework for the use of VVP.

VVP offers some functions and contents free of charge, but overall it is not a free offer. Services that are offered for a fee are clearly identified and explained as such on the app. The learning content is professionally produced and ad-free. Fees are necessary to ensure a high standard for technology and learning quality. Fees are never incurred by the user without explicit notice. Neither for the limited and trial use nor by registration fees are charged. VVP is aimed at private individuals and companies.

2. Scope of application, definitions

The GTC are valid for all non-commercial and commercial users of VVP. Deviating and supplementary regulations at the conclusion of the contract are only valid if they are agreed upon in writing. The GTC apply equally to free and paid offers on VVP.

3. Registration and conclusion of contract

3.1 Each user may register only once. The user commits himself to fill in the fields provided in the registration form completely and truthfully. The user agrees with the public reproduction of his username, his profile data and the registration date as well as further voluntary data. The e-mail address will not be published.

3.2 The contract for the use of VVP between the user and LEBO is concluded by the user filling out the registration form, clicking on the button "Register" and accepting the terms and conditions of LEBO before.

3.3 If prices are stated on VVP, they are in Swiss Francs (CHF).

3.4 The user expressly accepts and agrees not to access or use another person's account without permission.

3.4.1 In order to enter into a contract with LEBO, the user must be at least 16 years old and must register in advance.

3.4.2 Each user may only register once. The user undertakes to fill in the fields provided in the registration form completely and truthfully, with the following options:
- Registration with your e-mail address and freely selected password;

- Registration through third-party systems such as Facebook Connect. In this case, we recommend that you read the Terms of Use and Privacy Policy of these systems, as LEBO cannot be held responsible for any damage caused by third parties.

3.4.3 The password is personal and non-transferable. In the event of a password change, the user must carry out this change in accordance with the security regulations. These security regulations are regularly adapted by LEBO.

3.5 The user accepts and agrees not to transfer his user account to another person or organization without the prior written consent of LEBO.

3.6 LEBO reserves the right to remove or block the user name or account ID selected by the user if it considers that they are not appropriate or infringe third party rights (including but not limited to trademark rights).

4. free use of the basic functions of VVP (basic contract).

4.1 With the registration the user does not incur any costs. The use of the basic functions of VVP provided for testing is free of charge.

4.2 The user contract for the use of the basic functions (basic contract) of VVP is concluded for an unlimited period of time and can be terminated by either party at any time without notice, unless a premium contract with subscription has been concluded. If the user has concluded a premium contract with subscription, he first has to terminate the premium contract according to the provisions in section 6 of these GTC. The basic contract can then be terminated in the aforementioned manner after the subscription has expired.

4.3 The user account will be deleted after termination of the basic contract. After termination of the contract, the user has no claim to the return or transfer of the content posted by him.

4.4 Fees will be charged for full access to the learning content and functions if this is indicated and the user orders or books these separately.

5. Paid services and products (premium contracts)

LEBO offers chargeable services and products on VVP ("premium services").

6. Billing methods, termination, extension

6.1 Premium products can be purchased as subscriptions. Billing type, price and term are listed in each case within the scope of the offers. The contract for the purchase of premium products shall be concluded by clicking on the button "Select CHF (the respective amount)".

6.2 Premium contracts with subscription are each concluded for a fixed term. The remuneration or the invoice amount is due for the entire term of the subscription when the contract is concluded. After expiry of the subscription, it shall not be automatically renewed. A new subscription must be selected and paid for.

7. payment modalities

7.1 Usage fees for premium services are due for payment in advance in each case.

7.2 The User can make payment via the payment systems listed in detail directly in the "App Store" (Apple) or "PlayStore" (Android).

7.3 Invoicing shall take place digitally via the "App-Store" or "PlayStore".

8. Content and accessibility of the app as well as liability

8.1 LEBO endeavors to ensure proper operation of VVP at all times. However, LEBO does not guarantee uninterrupted accessibility.

8.2 LEBO uses the current and generally used technologies for its service. In order to be able to use the LEBO offer to the full extent, the user must also use these technologies (latest updates) or enable their use on his smartphone. If older or not generally used technologies are used, the User may only be able to use the services of LEBO to a limited extent.

8.3 Claims of the user for damages are excluded, unless otherwise regulated below. Excluded from this are claims for damages by the user arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty on the part of LEBO, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. A "cardinal obligation" or "essential contractual obligations" are obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely.

8.4 In the event of a breach of essential contractual obligations, LEBO shall only be liable for the foreseeable damage typical for the contract if this was caused by simple negligence, unless it is a matter of claims for damages by the user arising from injury to life, limb or health.

8.5 The restrictions of paragraphs 8.3 and 8.4 shall also apply in favor of the legal representatives and vicarious agents of LEBO if claims are asserted directly against them.

9. copyright, name and trademark rights, property rights

All texts and other works created by LEBO and distributed within the framework of the VVP app are protected by copyright and any use beyond the app requires the prior consent of LEBO.

10. Final provisions

10.1 Contracts between LEBO and the user are governed by the laws of the Swiss Code of Obligations (OR) and the Swiss Civil Code (ZGB). The place of jurisdiction is Wil (SG).

10.2 The place of jurisdiction is Glattbrugg (8152, ZH) in Switzerland.

10.3 The GTC remain binding in their remaining parts even if individual points are legally invalid.

10.4 LEBO reserves the right to change these GTC without giving reasons, as far as this becomes necessary due to changes in the services of LEBO, the scope of VVP or due to legal changes or technical developments. This applies in particular if new offers of LEBO require new regulations. The amended GTC will be sent to the user in advance by e-mail. If the user does not object to the amended GTC within six weeks, they shall be deemed accepted. In the event of an objection, LEBO may block the user's account, whereby payments already made will be refunded proportionately to the remaining term. LEBO will point out these legal consequences separately in the e-mail with the amended GTC.

10.5 All content trademark rights, name rights and logos on VVP are either the property of LEBO or licensed by it and protected by copyright.

10.6 The user agrees

a) not to modify any part of VVP without the prior written consent of LEBO,

b) not to download or copy any account information for the benefit of a third party,

c) not to collect information about product lists, descriptions or prices, nor to use them; not to sell them or to make any commercial use of the contents on LEBO and not to reproduce, duplicate, copy, sell, resell or otherwise use their contents for commercial purposes without the express written consent of LEBO to use the name VVP or other trademarks of LEBO.

10.7 The user undertakes not to circumvent the security functions of VVP, not to deactivate them or to disrupt them in any other way.

Privacy policy for VVP

"VVP" is an offer of LEBO Apps GmbH, Flughofstrasse 41, 8152 Glattbrugg, Switzerland. With this privacy policy, LEBO would like to inform you about how your personal data is processed. All personal data is treated with the utmost care at LEBO. Everything necessary is done to ensure the security of this data. This privacy policy supplements the general terms and conditions of VVP App. Please write to privacy@VVP-app.ch if you have any questions about this document.

1. what data is stored?

1.1 Personal data

When you register with us, we collect and store basic data such as name, email address, and other contact information such as username and password.

1.2. exchange data with Facebook (Applies only to registered users of Facebook).

We participate in a statistical program of the company Facebook, 1601 South California Avenue, Palo Alto, CA 94304, USA, through which Facebook users are identified who have a similar usage profile to our existing customers ("Facebook Custom Audiences - Statistical Twins"). In the course of this program, customers' e-mail addresses are transmitted to Facebook in an anonymized form (as a so-called "hash"). The e-mail address can no longer be derived from the transmitted data. Facebook itself uses the same method to produce a hash of its users' e-mail addresses, matches this anonymized data and determines whether one of our users is registered with Facebook with the same e-mail address.

Facebook assures not to store this match or use it outside of this program. On this basis, third parties who use Facebook similarly to the customer are then identified and we are given the opportunity to target these people. You yourself will not receive any additional advertising or messages from us or from Facebook as a result.

If you are not registered with Facebook with the same e-mail address as you are registered with us, Facebook will not receive any information about you. We will never know whether you are registered with Facebook and will not receive any other data about you.

You hereby consent to the anonymized sharing of your email address in the manner described above. Although we have every reason to trust Facebook's assurances, we would like to point out that Facebook is not subject to Swiss data protection law.

For more information about the purpose and scope of data collection and the further processing and use of data by Facebook, as well as your settings options for protecting your privacy, please refer to Facebook's privacy policy, which can be found at <https://www.facebook.com/about/privacy/>, among other places.

2. Purpose of data storage

The sole purpose of collecting, storing, processing and using the data is to enable, maintain and further develop the "VVP" offer provided by LEBO. This also includes the acquisition of new customers and sales to existing customers. In particular, anonymous statistics on the use of the services are used in the context of further development.

3. no passing on of data to third parties

LEBO does not pass on the personal data of its users to third parties, unless the user has previously given his explicit consent or there is a legal obligation to pass on data.

Furthermore, personal data may be passed on to third parties if a legal basis permits this and the passing on of the data is necessary for the fulfillment of our contractual obligations to customers.

4. minors

LEBO addresses itself in principle to users of full age. Use by minors without the consent of their legal guardians is not permitted. LEBO therefore reserves the right to delete all data concerning underage users, as far as no consent of the legal guardians is given.

5. data security

LEBO works with security measures to ensure protection against loss, alteration or misuse of your data. For this purpose LEBO works with constantly updated industry-standard firewalls and other security systems. At the same time, the user should be aware of the fact that due to constantly emerging new viruses and other means of attacking secured data systems of Internet services, one hundred percent protection against attacks cannot be guaranteed. LEBO will pursue every discovered attack by hackers and the like under civil and criminal law and inform the user about a compromise of his data.

6. information, correction and deletion

6.1 Right to information about stored data

Every user has the right to receive information free of charge from LEBO about the personal data stored about him. If the request for information is not addressed to LEBO in writing, i.e. in particular in the case of requests by telephone or e-mail, the user must provide a postal address to which the information will then be sent. In the request for information, the user must also provide the following information for identification purposes: User name, first and last name, possibly maiden name, e-mail address, postal address and date of birth. The information will be sent by mail to the address provided by the user.

6.2 Data deletion

If the user requests the modification, correction or deletion of his/her personal data, this can be done by e-mail or letter. For correct classification, the request must contain at least the following information:

- Username
- first and last name
- e-mail address
- Postal address

Please note that even deleted data may still be retrievable due to caching systems, the interposition of proxy servers and the like, without still being present in our systems.

7. contact

The trust of our users is important to us. Therefore, LEBO would like to answer its users' questions regarding the processing of personal data at any time. If there are still questions that this privacy policy could not answer or if more in-depth information is desired on a point, please contact us at any time at the following contact details:

LEBO Apps GmbH, Flughofstrasse 41, 8152 Glattbrugg, Switzerland