

General terms and conditions of the Employer Subscription for the α.s.r. Vitality program

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1. General

- **ASR Vitaliteit & Preventieve Diensten B.V.:** ASR Vitaliteit & Preventie Diensten B.V. has its registered office at Archimedeslaan 10, 3584 BA Utrecht and is registered with the Chamber of Commerce under number 51064960. ASR Vitaliteit & Preventie Diensten B.V. is the provider of a.s.r. Vitality.
- **a.s.r. Vitality:** a.s.r. Vitality is a health and wellness program aimed at rewarding a.s.r. Vitality participants who actively work to improve their health and overall wellbeing. a.s.r. Vitality does this by providing rewards, such as discounts, exclusive offers, cashback promotions and other benefits related to goods and/or services offered from time to time by our a.s.r. Vitality Partners. More information can be found at www.asr.nl/vitality/beloningen/partners.
- **a.s.r. Vitality Partner:** a.s.r. Vitality Partner is a selected organisation that offers rewards within the framework of a.s.r. Vitality to the participants of a.s.r. Vitality. The rewards offered by an a.s.r. Vitality Partner may be subject to specific conditions. You can read these conditions at www.asr.nl/vitality/beloningen/partners.
- **a.s.r. Vitality Participant:** the individual who is 18 years of age or older and who is insured under an insurance policy of one of the ASR Nederland N.V. brands, which can be combined with a.s.r. Vitality, or who becomes insured under an insurance policy that can be combined with a.s.r. Vitality within 12 months of registering for a.s.r. Vitality or is an employee at an a.s.r. Vitality participating employer. An overview of the possible insurance combinations can be found on the webpage www.asr.nl/vitality/verzekeringen. The general terms and conditions for individual participants can be found at www.asr.nl/vitality/voorwaarden.
- **a.s.r. Vitality Points:** a.s.r. Vitality Points can be earned by actively participating in the a.s.r. Vitality program. Your a.s.r. Vitality Status will also be elevated by earning sufficient a.s.r. Vitality Points. More information can be found on the webpage www.asr.nl/vitality/verbeter-je-gezondheid/punten-verdielen.
- **a.s.r. Vitality Status:** your a.s.r. Vitality Status determines the size of the cashback you are entitled to on combined insurances. Your Vitality Status can also determine the extent of discounts on products and/or services which are offered by one of the a.s.r. Vitality Partners. The different statuses and the required points can be found at www.asr.nl/vitality/werkgever/beloningen.
- **Contract expiry date:** the date on which we renew your subscription for a period of 12 months. This takes place at the end of each 12-month period.

2. Start and termination of your subscription

- 2.1 By subscribing, you declare that you have read the general terms and conditions and our privacy statement and that you agree with their content. Terms and Conditions can be found on our webpage www.asr.nl/vitality/voorwaarden and www.asr.nl/vitality/privacy.
- 2.2 After subscribing we will contact you for further explanation of the steps to be taken in order to activate your employees' participation in a.s.r. Vitality.
A subscription can only be entered into and maintained if you offer all employees with an employment contract the opportunity to participate in a.s.r. Vitality, regardless of the nature of the employment contract. This does not apply to employees who on average work less than 5 hours per week for you or employees with an employment contract shorter than 3 months.
It is not necessary to register these employees and they are not permitted to participate in the program.
- 2.3 ASR Vitaliteit & Preventieve Diensten B.V. reserves the right to refuse subscription applications.
- 2.4 Your subscription is entered into for a period of 12 months and is automatically renewed for the same period.
- 2.5 You can cancel the subscription at any time. The subscription is then terminated on the last day of the month following the month when we received your cancellation.

2.6 We will terminate the subscription:

- if you have not taken out the required combined insurance within a period of 12 months. If your subscription is terminated for this reason, you will not be able to apply for a new subscription for 6 months without taking out a suitable insurance that can be combined with a.s.r. Vitality. Suitable insurances which can be combined with a.s.r. Vitality can be found on the webpage www.asr.nl/vitality/verzekeringen;
- if the fee has not been received by us within 90 days of due date;
- upon termination of the activities or dissolution of ASR Nederland N.V. and/or ASR Vitaliteit en Preventieve Diensten B.V.;
- in case of fraud: deliberately damaging ASR Vitaliteit en Preventieve Diensten B.V. by, for example, misrepresentation with the aim of gaining rewards and/or cashbacks. Details concerning our fraud policy can be found on www.asr.nl/fraudebeleid;
- if you do not agree to any amendment of the general terms and conditions and/or a change in the due fee;
- if you cease to be an employer or if you no longer employ any employees.

2.7 If your subscription is terminated, we will inform the participating employees of the changed situation.

2.8 ASR Vitaliteit & Preventieve Diensten B.V. can cease to offer a.s.r. Vitality at any time. Should this be the case you will be informed of this at least three months in advance. Any a.s.r. Vitality Points earned, any a.s.r. Vitality Status and any rewards achieved at a.s.r. Vitality Partners expire on the date of termination of a.s.r. Vitality subscription. After discontinuing, you are no longer eligible to derive any rights from the subscription.

2.9 Participation by your employees in a.s.r. Vitality is unique and person specific. This means that regardless of the number of possible combined insurances, each person may only be a participant in a.s.r. Vitality once.

3. Subscription fee

3.1 To qualify for the a.s.r. Vitality subscription, you pay us a fee per employee contracted to you, regardless of whether the employee in question (actively) participates in a.s.r. Vitality. Information regarding the amount fee per employee can be found at www.asr.nl/vitality/lidmaatschap.

3.2 The fee is invoiced to you on the basis of the number of employees known to us at the time of invoicing. The invoice amount will only be adjusted after receipt of a new current employee database.

3.3 Should we not receive the fee within 90 days of due date, your subscription will be terminated with immediate effect. We will inform your participating employees regarding the termination.

3.4 If an employee should leave your employment, his participation will stop. He can be within 90 days after the end date continue participation individually. From that moment on, he pays the contribution himself and retains the accrued amount points and the rewards earned. The condition is that he has or takes out a combination insurance policy within 12 months after individual continuation of the a.s.r. Vitality membership.

4. Modification of premium and/or terms & conditions

4.1 We reserve the right to adjust the contribution fee. If we do this, we will at least inform you here two months in advance. If you are not in agreement with the adjustment to the contribution fee, you are free to terminate your a.s.r. Vitality subscription as from the commencement of the new fee amount. The provisions of Article 2 shall apply without any prejudice.

4.2 We reserve the right to amend the General Terms and Conditions. Should this be the case you will always be informed in advance. If you are not in agreement with the adjustment to the General Terms & Conditions, you are free to terminate your a.s.r. Vitality subscription as from the date the new General Terms & Conditions take effect. The provisions of Article 2 shall apply without any prejudice.

- 4.3 The extent of and conditions under which the cashbacks on the insurance policies to be combined depend on your a.s.r. Vitality Status and the respective conditions of a.s.r. Vitality Partners. For further information see www.asr.nl/vitality/beloningen/partners. The availability and substance of the cashbacks may vary. We do not guarantee the availability and substance of a specific a.s.r. Vitality Partner cashback.
- 4.4 We reserve the right to revise, adapt and change the list of a.s.r. Vitality Partners. The current a.s.r. Vitality Partners list and the rewards currently on offer can be found on the webpage www.asr.nl/vitality/beloningen/partners.
- 4.5 Activities for achieving the weekly, monthly and annual goals can be changed by us at any time amended. This also applies to the number of points that can be earned with these activities. The amount and frequency of rewards can be changed by us at any time during the membership. No rights can be derived from the principles of the program as they applied to the moment of participation, unless this has been expressly communicated. An up-to-date overview of activities and points to achieve can be found at www.asr.nl/vitality/verbeter-je-gezondheid/punten-verdiene.

5. Accumulating a.s.r. Vitality Points

- 5.1 Your (participating) employees can earn a.s.r. Vitality Points by completing different health-related activities, such as completing questionnaires, uploading data results of a physical health check and/or performance of physical activities. The number of a.s.r. attainable Vitality Points depends on the type of activity, the duration as well as the result achieved. The type of activity and number of a.s.r. attainable Vitality Points can vary. A current detailed breakdown can be found at www.asr.nl/vitality/verbeter-je-gezondheid/punten-verdiene.
- 5.2 To ensure that we can identify and credit the a.s.r. Vitality Points earned, participating employees should regularly synchronize their device (such as Apple Watch or Fitbit) or activity app with the a.s.r. Vitality App.
- The activities carried out, which earn the offered weekly and/or monthly rewards must be synchronized within 6 days subsequent to the end of the relevant weekly cycle.
 - Points for activities which are not synchronized within the required timeframe will be cancelled and will not count towards the a.s.r. Vitality Status.
 - We reserve the right to verify the data entered or to request appropriate proof.
- 5.3 We will not reimburse any additional costs made during the course of an activity unless indicated otherwise.
- 5.4 The points earned by your participating employees as of 31 December will determine your a.s.r. Vitality Status. Please note that the number of points for an individual participant will be reset to zero every year on his/her contract expiry date. The individually achieved status however remains intact. No disclosures are made regarding which employees are participating in the program, nor their achieved results.
- 5.5 Participation in a.s.r. Vitality is personal and non-transferable. Similarly, a.s.r. Vitality Points, the a.s.r. Vitality Status and other rights of participation in a.s.r. Vitality cannot be transferred, sold, exchanged, or pledged to another person. The transferability of your personal claim rights vis-a-vis ASR Vitaliteit & Preventieve Diensten B.V. is ruled out as per article 3:83 paragraph 2 of the Dutch Civil Code.
- 5.6 The points earned with a.s.r. Vitality and/or your a.s.r. Vitality Status cannot be transferred to another Vitality Program. Nor can you contribute earned points or status from another Vitality Program to the a.s.r. Vitality Program.

6. α.s.r. Vitality Status

- 6.1 The a.s.r. Vitality Status is divided into the categories bronze, silver, gold, and platinum, with bronze being the lowest and platinum the highest status. Your status determines the amount of the cashback for the combined insurances you can obtain. Which insurances you can combine with a.s.r. Vitality can be found on the www.asr.nl/vitality/verzekeringen.
- 6.2 You can only achieve a.s.r. Vitality Status if at least 33% of your employees actively participate in a.s.r. Vitality. Active participation does not only mean that your employee(s) is (are) a.s.r. Vitality participant(s), but also that they have earned at least one point per person by 31 December.
- 6.3 The a.s.r. Vitality Status is based on the weighted number of participating employees as of 31 December. The higher the weighted number, the higher the a.s.r. Vitality Status. Weighting factors and more information about the a.s.r. Vitality Status can be found at www.asr.nl/vitality/werkgever/beloningen.
- 6.4 Your a.s.r. Vitality Status as at 31 December determines the size of the cashback on your combined insurances. More information on the cashback of your combined insurances can be found on the webpage www.asr.nl/vitality/verzekeringen.
- 6.5 In order to be eligible for cashback on your combined insurances, you must be an a.s.r. Vitality customer for at least two months.

7. Liability

- 7.1 ASR Vitaliteit & Preventieve Diensten B.V. is not liable for glitches in the network, hardware and software that result in limited, delayed, lost or incorrect (display) data, except where there is a question of intent or gross negligence on the part of ASR Vitaliteit & Preventieve Diensten BV.
- 7.2 ASR Vitaliteit & Preventieve Diensten B.V. is not liable for any damage or injury in any form whatsoever to property and/or persons as a result of participation in a.s.r. Vitality or use or deployment of rewards with an a.s.r. Vitality Partner. ASR Vitaliteit & Preventieve Diensten B.V. and its auxiliary persons and/or third parties are not liable for any (in) direct (consequential) damage resulting from a.s.r. Vitality, except where there is a question of intent or gross negligence on the part of ASR Vitaliteit & Preventieve Diensten B.V.
- 7.3 With reference to the extent to which our liability is limited or excluded, this also applies to the personal liability of our employees, legal representatives, and a.s.r. Vitality Partners.
- 7.4 The information provided within the framework of a.s.r. Vitality on activities and rewards cannot be construed in any way as financial, legal, medical, nutritional, health or fitness advice, nor other types of advice and cannot replace such advice. The participant is and remains responsible for his own health status. It is up to him, if necessary, to seek professional advice from a doctor, pharmacist, dietician, or other medical professional regarding his state of health.

8. Processing agreement

- 8.1 The parties are both regarded as independent controllers of Personal Data such as: described in Article 26 of the GDPR and are both independently responsible for the obligations arising from the GDPR.
- 8.2 Based on the provision in the previous paragraph, it is therefore not necessary to conclude a processing agreement between you and ASR Vitaliteit & Preventieve Diensten B.V.

9. Final provisions

- 9.1 For questions regarding a.s.r. Vitality, or regarding these general terms and conditions and/or our privacy statement you can look at www.asr.nl/vitality/werkgever/service. Is your question not listed there? Then you can contact us via www.asr.nl/vitality/werkgever/contact.
- 9.2 Do you have a complaint regarding the implementation of the a.s.r. Vitality program? Then you can submit a complaint to ASR Vitaliteit & Preventieve Diensten B.V. via www.asr.nl/over-asr/klacht.
- 9.3 Do you not wish to make use of this option referred to under Article 9.2? Or has it not yielded a satisfactory result? A further option is to submit your complaint to the civil court. These terms and conditions are governed by Dutch law. Disputes can only be submitted to the court of competent jurisdiction in the Netherlands.
- 9.4 Should one or more provisions of these general terms and conditions become null and void or invalid, any other provisions of these general terms and conditions shall remain in full force and effect. As far as circumstances will allow, any void or invalid provisions will be replaced by valid provisions in which the original intention of the general terms and conditions is sought to the greatest extent possible.

These terms and conditions are subject to Dutch law.

These Terms & Conditions are subject to Dutch law. This translation of the Dutch Terms & Conditions is provided for your convenience. In the case of any discrepancies, the Dutch original shall prevail.

