

## Conditions governing the online opening of banking products - BCGE.ch

### I. Conditions governing use of the website

#### Article 1 - Introduction

Banque Cantonale de Genève (hereinafter “BCGE” or the “Bank”) offers natural persons (hereinafter the “User”) the possibility of opening banking products online directly from its website.

Using this website is subject to these conditions of use. By browsing the website and/or opening banking products online, you confirm that you have read, understood and accept these conditions of use. If you do not accept these conditions of use, you are requested to leave this website immediately.

Any user who wishes to open a banking product is invited to read these conditions of use first. In Section II., more information on how to proceed can be found in the “**Special conditions for opening banking products online**”. The opening of a rent guarantee account follows a different procedure explained in Section III. “**Special conditions for opening a rent guarantee account**”.

#### Article 2 - Important notice

Banque Cantonale de Genève operates in Switzerland and in jurisdictions where it is licensed to do so. The content of Banque Cantonale de Genève’s website is not intended for individuals or legal entities in jurisdictions that prohibit or restrict its use. It is the user’s responsibility to ensure that such access complies with the applicable regulations.

#### Article 3 - Scope of application

These conditions of use regulate the legal relations between the website User and the Bank as far as using the website is concerned, and it must be clarified that the Bank will not consider a User to be a client simply because he accesses and uses the website.

If, after successfully completing the opening process, it is confirmed that the User has established a business relationship with the Bank and opened a banking product, the agreed contractual provisions and the General Terms and Conditions of the Bank shall govern the contractual relationship between the Client and the Bank.

### II. Special conditions for opening banking products online (with the exception of a rent guarantee account)

#### Article 4 - Conditions for opening banking products online

Holders of diplomatic passports may only enter into a business relationship with the Bank by visiting one of its branches. Children between the ages of 12 and 14 can enter their personal data online but must go to a branch to be identified and sign the contracts.

For persons resident in Switzerland and older than 14 years of age, opening a banking product online involves, in addition to personal data entry and identification verification (which includes real-time audiovisual communication), electronic signature of the contractual documentation. These steps are carried out by an external service provider, Intrum AG (hereinafter Intrum) and QuoVadis Trustlink Schweiz AG (hereinafter QuoVadis), to whom the Bank has delegated these tasks. They are subject to Intrum’s and QuoVadis’ own conditions of use.

#### Article 5 - Steps for opening banking products online

The online opening of a banking product consists of the following steps:

1. Product selection:  
The User selects the banking product or products he wishes to acquire.
2. Personal data entry:  
The User must complete this step in one go (otherwise the data entered will not be saved). At the end of this step, the User can choose to go to a branch to verify his identity and sign the contractual documentation or to proceed with online identification. If he chooses to proceed with online identification, he must do so within 10 days. Otherwise, he will be required to start the data entry procedure again. The data entered online shall be transmitted to the Bank. However, the transmission of this data does not necessarily lead to the conclusion of a contract between the User and the Bank.
3. Identification:  
Online identification is carried out through encrypted real-time audiovisual communication by Intrum. Before the audiovisual interview can begin, the User must give his explicit consent for his identity to be verified by video and for an audio recording of the interview to be made. In order for his identity to be

verified online, the User must have access to a computer with an Internet connection and be equipped with a video function, a camera and a microphone. Alternatively, the User may download Intrum's mobile application and complete the identification process via his mobile phone.

During video transmission, Intrum shall take photographs of the User as well as all relevant pages of the User's identity document; in particular, Intrum shall verify that the photographs of the User match the photograph on the identity document.

Identification shall be carried out by sending a transaction number (TAN) to the User's mobile phone to serve as a unique password for identity verification purposes. The User must confirm this number.

Once the identification procedure is complete, the User can proceed immediately to signing the contracts online.

#### 4. Online contract signature:

The contractual documentation required to open an online banking product shall be signed using a qualified electronic signature within the meaning of Art. 14 para. 2<sup>bis</sup> of the Swiss Code of Obligations.

An electronic certificate may only be issued once the User has been identified.

After the Bank has sent Intrum in PGF/A format the contractual documentation regarding the opening of the banking product, it will be submitted to the User for him to read and decide if he intends to sign the document electronically.

By entering the unique password that Intrum sent to the User's mobile phone, the User consents to the creation of an electronic signature for the document presented to him, whereupon QuoVadis shall create a qualified electronic signature with the following characteristics:

- it is linked solely to the User and enables him to be identified,
- and it is linked to the document to which it relates in such a way that any subsequent modification of the document is detectable.

Once the qualified electronic signature of the documents has been completed, the electronic certificate shall form part of the electronic signature and shall be carried over into the corresponding PDF document. The electronic certificate includes the number of the identity document presented during the identification procedure, the mobile number of the User and the date the certificate/signature was created.

Anyone in possession of the electronically signed PDF file may consult the certificate data at any time. Third parties may thus verify the data on the User who has signed the document and see that the certification of this data and the signing process originated from QuoVadis.

Once the signing process has been completed, Intrum shall send to the Bank the documents signed electronically by the User. Intrum shall not keep any copies of the electronically signed documents and shall not send any copies to the User (the User may download them online or via his Netbanking account, where the Bank shall make available to him a copy of the contractual documents).

After the signing process, Intrum shall also send the data on the identification procedure to the Bank and delete it from its own systems. Nevertheless, QuoVadis shall keep the data relating to the electronic certificate and the signing process. This shall ensure that the accuracy of the electronically signed document can be verified in the ten years following its creation. The certificates issued by QuoVadis have a short validity period and may only be used for a single signing procedure; in other words, they may not be re-used for other electronic signatures.

## Article 6 - User declarations

In order to enable Intrum to carry out the online identification and signing of contracts, the User hereby declares:

- that he accepts that the Bank send Intrum and QuoVadis the necessary data and the documents to be signed and that, to this end, he releases the Bank from its banking confidentiality obligations to the extent necessary for the online identification and signing of contracts;
- that he confirms that all the data and information provided by him during the identification procedure is accurate.

### III. Special conditions for opening a rent guarantee account online

#### Article 7 – Conditions for opening a rent guarantee account online

A rent guarantee account can be opened if the User is an adult who is domiciled in Switzerland for tax purposes and if the accommodation for which the rent guarantee is requested is located in the canton of Geneva.

The rent guarantee provided by the Bank shall be subject to the Geneva law of 18 April 1975 protecting guarantees provided by tenants. Furthermore, the provisions of Art. 257e of the Code of Obligations shall apply to the guarantee.

#### Article 8 - Steps for opening a rent guarantee account online

Provided that the conditions listed in the previous article are met, the User may open an online rent guarantee account for himself or for a third party.

After having provided his personal data (name, address, contact details), the User must indicate the owner or estate agent in charge of the rental and then provide the data relating to the rented property (amount of the guarantee, address of the rented property, start date of the rental, name of the tenant or tenants).

The User can choose the channel through which he wishes to receive the IBAN for his BCGE Garantie loyer account – either by SMS or by post.

If the User chooses to receive the IBAN by SMS, his mobile number must be verified. For this purpose, a corresponding verification code shall be sent to the mobile number provided by the User. The User must confirm this code.

He must then download a copy of a valid identity document and the first page of the rent agreement (on which the names of the parties to the rent agreement and the leased property appear).

Once they have their IBAN, Users have 20 days to transfer the amount of the rent guarantee to the rent guarantee account. Otherwise, the Bank reserves the right to delete the account and cancel the application.

On receipt of the account deposit, the Bank shall send the Account Holder the rent guarantee contract. The Account Holder must send the Lessor a copy of the contract, together with the original credit advice. **Only the original credit notice of the amount indicated in Art. 1 of the general provisions of the rent guarantee contract shall be deemed to be proof of the creation of the guarantee.**

### IV. Communication with the Bank and costs

#### Article 9 - Communication

The User may submit technical or procedural questions by contacting the Bank as follows:

- i) He can call an Adviser during the opening hours of the online banking call centre using the number indicated on the website;
- ii) He may request to be called back by an Adviser; the time slots during which an Adviser may call him back are indicated on the website;
- iii) He can use the website's messaging system to submit questions to the Bank. He shall receive a reply by e-mail.

#### Article 10 - Costs

The opening of an online banking product is free of charge for the User.

However, the communication and transmission costs invoiced by the User's Internet provider are the responsibility of the User.

### V. Use of the website

#### Article 11 - Risks related to the use of the Internet

It is not possible to fully guarantee the security and confidentiality of electronic transmissions. The User acknowledges and accepts the following risks:

- Swiss law, in particular the provisions on banking secrecy, is limited to the Swiss territory. Data transmitted from or to a foreign country is therefore not covered by banking confidentiality.
- Communication occurs via the Internet, which is an open network accessible to everyone. The transmission of data and information via the Internet is generally cross-border and not controlled even if the sender and the recipient are in Switzerland. Communication is encrypted but not the identity of the sender or the recipient.
- If the User is connected to the Internet and accesses the Bank's website, his Internet access provider or other Internet participants can identify the contacts between the User and the Bank, and thereby establish that there is a banking relationship.

#### Article 12 - Conduct on the Internet

Browsing the Internet and using technical tools (computer, mobile phone, tablet, etc.) involves security risks. As fraud techniques are constantly evolving, it has become imperative to protect oneself by remaining vigilant and adopting

systematic safety behaviour. For this purpose, the Bank has compiled useful information and recommendations to be observed in the "Security and Prevention" section of its website ([www.bcge.ch](http://www.bcge.ch)). This information is intended to protect the User's data which must remain personal and confidential. There, the User will find preventive measures to be taken against cyber attacks, attempts at fraud and scams. This information will help to identify the warning signs and to adopt the adequate response to such suspicious elements which may cause damage to the User or those close to him, such as attempts at identity theft, phishing, theft of user IDs, sessions, passwords or data, and, in particular, social engineering.

### **Article 13 - Linked websites**

The Bank accepts no responsibility for the content of other websites linked to or leading to this website.

### **Article 14 - Exclusion of guarantee**

The Bank does not guarantee the accuracy, the completeness or the updating of the information on this website. It reserves the right to modify this at any time and without prior notice.

Insofar as it is not possible to fully guarantee the security or reliability of transmissions over the Internet, the Bank does not guarantee error-free data transmission, nor does it guarantee that the information appearing on the website has not been altered as the result of technical failures, malfunctions or interference from unauthorised third parties on the Internet network.

The Bank takes measures to ensure that the website's content does not contain computer viruses, but Users must take the necessary measures to protect their computers, including the installation of a regularly updated virus detection programme and backup of their computer data. The Bank accepts no responsibility for damage that the Users may suffer while visiting the website due to their failure to take these basic precautions.

To the extent permitted by law, the Bank (i.e. its managers, employees or representatives) shall in no event be liable to anyone for direct or indirect damages, or for costs or damages of any kind, whether in contract or tort, including negligence, resulting from use of this website or from the inability to access or use the website.

### **Article 15 - Copyright**

All elements on this site are the exclusive property of the Bank, subject to the rights of third parties. The site is strictly intended for personal use. Any copy, reproduction or use of the photographs, illustrations and graphic design, or any reproduction of the layout appearing on this website, as well

as any copy or reproduction in whole or in part of the texts cited on this website are strictly prohibited, unless expressly authorised in writing by the person entitled to do so.

Any reproduction or use, for any purpose whatsoever, of the textual, graphic or combined trademarks (such as logos) registered by the Bank or of which the Bank is a beneficiary is also prohibited, unless expressly authorised in writing by the person entitled to do so.

"BCGE" and "Banque Cantonale de Genève", etc. are registered trademarks of the Bank.

### **Article 16 - Restrictions of use**

The Bank reserves the right, at its sole discretion and without providing any reasons whatsoever, to prohibit access to its website to Users who might make improper or inappropriate use of it.

### **Article 17 - Modifications to the conditions of use of this website**

The Bank reserves the right to modify these conditions of use at any time and without prior notice. It is the User's responsibility to consult the current conditions of use before using the website. By consulting and using this website, the User expressly accepts these conditions of use.

## **VI. Internet charter for the processing of personal data**

### **Article 18 - Collection and processing of personal data**

The Bank collects and processes the User's personal data confidentially in accordance with the terms of its "Data Protection Notice", available on the Bank's website ([www.bcge.ch](http://www.bcge.ch)).

### **Article 19 - Disclaimer clause**

The Bank shall not be liable if the User fails to comply adequately with its general security instructions (such as the User installing a regularly updated anti-virus programme, etc.). Failure to comply with these rules may make the User liable to the Bank and its clients if the User's behaviour results in a breach of the security measures implemented on the Bank's website.

The Bank is not responsible for any inaccuracy relating to personal data if these errors are due to incorrect information being provided by the User. In the case of inaccuracies for other reasons, the Bank's responsibility is limited exclusively

to granting the User the right to access and to correct personal data.

Although it does everything in its power to protect personal data, the Bank is not responsible for the security of personal data transmitted to it over the Internet since it is not possible to fully guarantee the security of transmissions over the Internet. This information is sent at the User's own risk. On the other hand, the Bank will do everything within its power to ensure the confidentiality of transmissions as soon as they have entered its system.

Except in cases of fraud or gross negligence, the Bank may not be held liable for any direct, indirect, incidental, special or consequential damages including, amongst others, damages for loss of income, loss of clients, loss of use, data, or other intangible losses (even if the Bank had been informed of the possibility of such damages) resulting from access to the website; the download or upload of any content on its website; the use or inability to use it; it being unavailable; the cost of purchasing replacement goods or services resulting from any goods, data, information or services purchased or obtained, messages received or operations executed through or from website; unauthorised access to data transmissions, their alteration, loss or destruction; declarations or conduct of any third party on the website; results of the website, any websites linked to it, and any documents posted thereon; or any other matter relating to the website.

The User agrees that regardless of any law or statute to the contrary, any claim or grounds for action resulting from or related to the use of the website must be filed within a period of one (1) year after the claim or grounds for action arises.

## **VII. Applicable law and place of jurisdiction**

The law applying to these conditions of use is Swiss law excluding its conflict of law rules.

The place of jurisdiction for all disputes relating to or resulting from the use of the website is Geneva.

## **Article 20 - Contact address**

Should you require further information relating to this website, please send an email to the following address: [info@bcge.ch](mailto:info@bcge.ch)

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