

User Conditions for the BCGE digital e-Safe

Article 1 – BCGE e-Safe

The Banque Cantonale de Genève (the Bank), in partnership with its service providers, is making available to clients with a BCGE Netbanking profile a secure encrypted digital storage space (BCGE e-Safe) aimed at facilitating the management (receipt, filing, conservation, and consultation) of banking and personal documents in digital format.

A full description of the functionalities and rates of this service, together with details regarding its use, are available on the Bank's website (<https://www.bcge.ch/en/esafe>) and form an integral part of these conditions.

The Bank reserves the right to amend the content and the terms and conditions of use of the BCGE e-Safe at any time, based on changes to the product.

Article 2 – Access to BCGE e-Safe

2.1 Access to the BCGE e-Safe is open to any person benefiting from BCGE services and having an internet connection and a browser, and who has identified himself using:

- his BCGE Netbanking user number
- his corresponding personal password, and
- his identifier, the use of which is described on the Bank's website (<https://support.bcge.ch/en/home>)

The storage space can only have one holder (one single user number per BCGE e-Safe).

Article 3 – Data collection

The data is logged in the storage space by the Bank or by the user himself and remains available exclusively to him, unless legal or regulatory provisions to the contrary, or injunctions or decisions by the courts or authorities provide otherwise. The servers are hosted and the data stored in Switzerland.

Article 4 - Data sharing

If he shares his data, the user is solely responsible for the content of his communications, as the Bank declines all liability for this.

Article 5 - Data deletion

Subject to legal or contractual provisions to the contrary, or a decision by a competent authority or court, during the operation of the service, only the holder can delete content in the storage space. All deletion is irrevocable and entails the definitive loss of the data concerned.

Any potential legal or regulatory obligations regarding the conservation of the holder's data fall solely under his responsibility.

Article 6 – Data integrity

The data integrated in the storage space cannot be modified unless deleted. Therefore, the storage space in the BCGE e-Safe cannot be considered workspace.

Article 7 - Access by the Bank

The Bank is not allowed access to your BCGE e-Safe unless there is an overriding interest of the Bank such as compliance with legal or regulatory obligations to the contrary, or to respond to injunctions or decisions by the courts or authorities.

Article 8 – Service disruption

As far as possible, the Bank shall inform the holder of the BCGE e-Safe on a timely basis of any service disruption which may be necessary in order to carry out maintenance. The Bank shall endeavour to minimize the duration of any such disruption.

Article 9 - Conduct

In using his BCGE e-Safe, the holder is required to refrain from any conduct which might prejudice the interests of the Bank or of third parties. He specifically undertakes not to:

- Enter the computer systems of third parties without authorisation (hacking)
- Endanger the IT systems of third parties by sending/transferring flows of data and/or e-mails (spam/mail-bombing)
- Look for open accesses to IT systems (port scanning)
- Falsify IP addresses, headers on e-mails or news, or to spread viruses
- Make accessible content which is protected by copyright outside the authorised legal framework
- Store illegal content and make it accessible

The Bank reserves the right to refuse to deposit files, or to delete files already deposited in the BCGE e-Safe which, in the Bank's opinion, may not comply with the rules of conduct set out in this Article 9 of the User Conditions. In the event of abuse by the holder of the BCGE e-Safe, the Bank also reserves the right to close the BCGE e-Safe with immediate effect and without compensation.

Article 10 – Contents

The storage space of the BCGE e-Safe can only contain personalised data which is for private use (for example, documents comprising text and/or images, in particular bank documents, passwords, etc.), without viruses or malware, for example, Trojan horses, illegal content (e.g. files infringing on third-party intellectual property or personality rights), as well as data with asset value (e.g. crypto-assets). The holder shall be held liable for any damage resulting from non-compliance with this provision.

Article 11 – Data Protection

The attention of the holder of the BCGE e-Safe is drawn to the fact that user interactions within the system are anonymously measured (e.g. number of clicks, click paths) for statistical purposes and to help the Bank improve its services. The data processed remains strictly confidential except in cases provided for in these User Conditions or by law. For more information about data protection at BCGE, go to [our website](#).

Article 12 – Exclusion of Bank liability

Despite all its efforts and the use of modern technologies, the Bank is not able to guarantee the uninterrupted and permanent functioning of the BCGE e-Safe service. The user's attention is drawn, in particular, to the fact that **no absolute security nor total absence of defects can be achieved when processing information**, and consequently the Bank shall not be held responsible for any failure in this respect. The user shall therefore solely bear the consequences of any possible non-authorised access to the data kept in his BCGE e-Safe.

Within the legal limits, the Bank shall not be held liable for access and use of the BCGE e-safe, including any authorised or non-authorised access and/or use by a third party, of the content of the BCGE e-Safe, nor for the conduct and/or activities of the holder or of any third party in relation with the BCGE e-Safe.

Please note the fact that no time limit is generally fixed for saving your data. It is therefore quite possible that the application required for reading and/or processing your data is no longer available when you wish to call it up. It is your sole responsibility to guarantee the availability of the hardware and the software needed and to migrate the data if necessary.

Article 13 – Unlawful third-party intervention

In accordance with section 4.4 of the User Conditions for BCGE Netbanking, the Bank accepts no liability for the user's equipment. In particular, the Bank assumes no responsibility for any malfunctions, breakdowns or damage that the client's and/or the user's equipment, and the data saved in it, might undergo or be affected by, as a result of technical faults, disruptions, overloading or especially unlawful interventions by third parties, unless the Bank has committed a serious fault. Consequently, the user is hereby advised that:

- In accordance with section 4.5 of the User Conditions for BCGE Netbanking, there is, in particular, a latent risk of a third party gaining access to the user's terminal, without the knowledge of the user when using Netbanking. Despite all the security measures, the Bank cannot, for technical reasons, assume responsibility regarding this terminal.
- An unlawful intervention on the user's terminal would enable this third party to access the content, to delete or to add files.
- The Bank and the company responsible for operating e-Safe do not have access to consult or to manage the files deposited in the user's e-Safe.
- In the event of a file being unlawfully or inadvertently erased, neither the Bank nor the company responsible for operating e-Safe can restore it. The Bank recommends the user utilise an auxiliary backup system and an alternative internet channel for protection against any unlawful intervention which might have infected all his accesses, especially to other online backup systems.
- In the event of unlawful consultation of the user's e-Safe from the user's terminal, neither the Bank nor the company responsible for operating the e-Safe is able to detect these intrusions. The Bank recommends refraining from keeping data which might jeopardize the user's security or which might enable a third party to blackmail the user.
- He is responsible for ensuring that no unlawful content is added to his BCGE e-Safe and he must check it on a regular basis.

Article 14 - Termination

The client may, at any time and without prior notice, request that his BCGE e-Safe be closed. The request must be sent to the Bank in writing or by using the BCGE Netbanking secure messaging system. **Unless legal or regulatory provisions, or injunctions or decisions taken by a competent authority or court provide otherwise, in the event of termination of the service or of the relationship, all the data relating to the client's BCGE e-Safe will be definitively deleted after an appropriate period of time defined by BCGE.** As the Bank is not bound by any notification requirement in this respect, the holder of the BCGE e-Safe is solely responsible for the timely recovery of the data he has kept in it.

The Bank may also terminate its service at any time and without giving any reason. Insofar as possible, the Bank will allow the client sufficient time to take all necessary steps to transfer and safeguard the documents deposited in his BCGE e-Safe.

The application of Article 25 of the Bank's General Terms and Conditions on the Termination of Business Relations is reserved.

Article 15 – Amendments

The Bank reserves the right to amend these User Conditions at any time.

Any amendment to the contract must be made in writing only.

Amendments will be communicated to the client via BCGE Netbanking or by any other means deemed appropriate by the Bank. If no written objection is received from the client within one month of the notification, the amendments shall be considered accepted. The User Conditions are available on the Bank's website (www.bcge.ch).

Article 16 – Handling of BCGE e-Safe data in the event of the holder's death

Unless legal or regulatory provisions, or injunctions or decisions taken by a competent authority or court, or contrary instructions from the holder provide otherwise, in the event of the death of the holder of the BCGE e-Safe, the Bank shall, if necessary, grant the holder's heirs sufficient time to enable them to take



any useful measures (e.g. back-up) if there are documents in the BCGE e-Safe. On expiry of this period, the Bank is authorised to delete the BCGE e-Safe and any documents that may still be deposited in it.

The application of Article 14 of these User Conditions is reserved.

Article 17 – Additional application of the User Conditions for BCGE Netbanking

The User Conditions for BCGE Netbanking also apply. In the event of any discrepancy between the User Conditions for BCGE Netbanking and these conditions (the User Conditions for the BCGE digital e-Safe), the latter shall prevail.

Article 18 - User fees

The Bank may apply fees to the use of a BCGE e-Safe. A notice via BCGE Netbanking will specify the amount of the fee at least 30 days before it comes into force.

Article 19 – Applicable law and place of jurisdiction

Swiss law is applicable and the place of jurisdiction for all proceedings is in Geneva, subject to appeal to the Federal Court in Lausanne. Nevertheless, the Bank reserves the right to bring proceedings against the holder of the BCGE e-Safe at his place of domicile or in any other competent jurisdiction.