

Conditions governing the opening of accounts online - BCGE.ch

I. Conditions governing the use of the website

Article 1 - Introduction

The Banque Cantonale de Genève (hereinafter “BCGE” or the “Bank”) offers natural persons (hereinafter the “User”) the possibility of opening a private, savings or 3rd pillar savings account or even a rent guarantee account directly on the website.

Using this website is subject to these conditions of use. By browsing the website and/or starting the process of opening an account 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 an account is invited to read these conditions of use first. In section II. “**Conditions specific to opening an account online**”, the User will find detailed explanations of the procedure required for these modules and how they work. The opening of a rent guarantee account follows a different procedure explained in section III. “**Specific conditions for opening a rent guarantee account**”

Article 2 - Warning

This website is not intended for natural persons who are not resident in Switzerland or who, by reason of their nationality, their place of residence or for any other reason are subject to jurisdictions that forbid or restrict its use, such as, for example, Italy, Spain, Germany, the United Kingdom as well as the United States. As a result, the website may not be consulted or used by nationals of these countries. In case of doubt about the applicable legislation, one should refrain from using the website from abroad. The Bank reserves the right to forbid access to the website to any User located abroad and to do so at any time and without providing reasons.

The products offered on this website may not be authorised for residents of certain countries. It is the duty of every User to verify whether the legal system applying to them provides for any restrictions regarding selling and to respect the applicable legal provisions.

Residents of countries to which these restrictions do not apply can start the online account opening process. However, their identification and the signature of the contractual documentation must be done personally at a Bank branch in Switzerland.

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 the opening of a business relationship with the Bank as well as the opening of an account is confirmed to the User at the end of the account opening process, the agreed contractual provisions and the General Conditions of the Bank shall govern the contractual relationship between the Client and the Bank.

II. Conditions specific to opening a private, savings or 3rd pillar savings account online.

Article 4 - Conditions specific to opening an account 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 the branch to be identified and sign the contracts.

In addition to a steps for entering personal data, opening an account online also includes an identification step (which includes real-time audiovisual communication) and a step for signing the contractual documentation electronically. These steps are administered by an external service provider, Swisscom SA (hereinafter “Swisscom”), to which the Bank has delegated these tasks, and are subject to Swisscom’s own conditions of use.

Article 5 - Steps in the online account opening process

The account opening process consists of the following steps:

1. A step to select products.
The User selects the product or products he wishes to acquire.
2. A step to input personal data.
The User must complete this step in one go (otherwise the data input will not be saved).

At the end of this step, the User can choose to go to the branch to identify himself and sign the contractual documentation or to proceed to the online identification. If he chooses to proceed with the online identification, he must begin this step within 48 hours. Otherwise, he will be required to start the data entry procedure again.

The data input online is 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. A step to identify oneself online.

Online identification by means of encrypted real-time audiovisual communication is carried out by Swisscom. Before the audiovisual interview can begin, the User must give his explicit consent for his identity to be verified by video and an audio recording of the interview to be made.

To carry out an identity verification online, the User must have access to a computer connected to the internet and equipped with a video function, a camera and a microphone.

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

Identification will be carried out by sending a transaction number (TAN) to the User's mobile telephone 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. Once the identification procedure is complete, the User can proceed immediately to signing the contracts online. Alternatively, he may wait up to 48 hours. After this point, he will have to restart the entire procedure (including entering personal data) from the beginning.

4. A step to sign the contracts online.

The contractual documentation required to open an online account is signed by means of an *advanced electronic signature* (or electronic certificate, it being specified that a signature of this type is not equivalent to a *qualified electronic signature* as defined in Art. 14 para. 2bis of the Swiss Code of Obligations).

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

After the bank has sent Swisscom the contractual documentation regarding opening an account in PGF/A format, it will be submitted to the User for him to read and decide if he intends to sign the document electronically.

As soon as the User has expressed, by entering a single-use password that Swisscom has transmitted to him on his mobile phone, his intention to create an electronic signature for the document presented to him, Swisscom will issue an advanced electronic signature with the following characteristics:

- it is linked only to the User and is used to identify him, 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 advanced electronic signing of the documents has been completed, the electronic certificate will form part of the electronic signature and will 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 operation originated from Swisscom.

Once the signing operation has been completed, Swisscom sends the Bank the documents signed electronically by the User. Swisscom does not keep any copies of the electronically signed documents and does not send any copies to the User (the User may download them online or via his Netbanking account, where the Bank will make a copy of the contractual documents available to him). After the signing procedure, Swisscom also sends the data on the identification procedure to the Bank and deletes this from its own systems. However, Swisscom keeps the data relating to the electronic certificate and the signing procedure. This ensures that the accuracy of the electronically signed document can be traced for ten years after its creation.

The certificates issued by Swisscom 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 for Swisscom to be able to carry out the online identification and signing of contracts, the User hereby declares:

- that he accepts that the Bank sends Swisscom 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. Specific conditions for opening a rent guarantee account online

Article 7 - Conditions specific to 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 is subject to the Geneva law of 18 April 1975 protecting guarantees provided by tenants. Furthermore, the provisions of Art. 257eCO apply to the guarantee.

Article 8 - Steps of the online rent guarantee account opening process

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

Upon receipt of the request, the Bank shall send the User three copies of the rent guarantee contract signed by the Bank and the bank details of the rent guarantee account. The User must make a bank transfer to the rent guarantee account for the total amount indicated in art. 1 of the general provisions of the rent guarantee agreement (i.e. the amount of the guarantee plus fees).

Upon receipt of the credit notice of the amount of the guarantee on the rent guarantee account, the User must send the owner or the estate agent, the copy of the duly signed rent guarantee contract addressed to the landlord together with a copy of the credit notice. **Only the 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.** At the same time, the User must send the Bank, by means of the prepaid envelope, the "Bank" copy of the duly signed rent guarantee contract.

If the User requires the rent guarantee to be provided more quickly, it is possible, after receiving the rent guarantee contracts, to go to a BCGE branch to pay the amount of the guarantee and sign the contracts directly at the branch.

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 service 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 will receive the replies by e-mail.

Article 10 - Costs

The opening of an online account 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. Using 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 is 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). 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 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 misuse or inappropriately use 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 - General policy of the Bank

The Bank is aware of the importance of keeping strictly confidential all information supplied to it online concerning the User visiting its website.

The Bank urges the User to read this Charter in its entirety (hereinafter referred to as "the Charter") so as to be informed as to how the Bank collects, uses and protects the personal information that the User provides via the Bank's website or that can be accessed by the rightful owners.

Article 19 - Registration of personal data

The Bank may use cookies on its website in order to be able to offer the User a personalised welcome by taking account of their visiting habits and in order to monitor their personal data. Cookies also enable the Bank to ensure preventive security for its website and for the User's data (in particular by means of information relating to the server to which the User's computer is connected).

The Bank stores certain information from the hardware of the User's website (browser used, the hardware's operating system, etc.) as well as the IP address of its visitors (the IP address consists of a series of numbers assigned automatically to the User's computer by his Internet service provider or by his company's internet server at the beginning of each Internet session). The Bank's objective in collecting this data is to be able to compile information regarding the use and performance of its website.

The Bank undertakes to inform Users of any change in its practices by updating this Charter. It is their responsibility to consult it regularly.

The information required online by the Bank is limited to the information necessary to process the request.

Article 20 - Use of personal data

The Bank's objective in collecting the User's personal data is to enable the Bank to process the User's request and provide the User with the requested service(s).

The Bank may use the User's e-mail address in order to inform him of the products and services likely to be of interest to him. The User retains the option of unsubscribing from these mailings at any time.

Article 21 - Distribution of personal data - Confidentiality

With the exception of Swisscom and only to the extent necessary for the online identification and signature of contracts, the Bank does not disclose the personal data it holds to its subsidiaries or to any other third party for any reason whatsoever and in any form whatsoever. However, the Bank reserves the right to compile statistics on the basis of this non-banking data and to make the results accessible to the public; in this case, the data will be presented in a strictly anonymous and aggregated form, thus making it impossible to identify the specific individuals concerned.

Article 22 - Possible transmission abroad

The User's personal data is stored and processed in Switzerland, but may also be stored and used in other countries (it being understood that certain locations may include countries that do not necessarily guarantee the same degree of protection of personal data as the country from which the User provides this data). By submitting this data to the Bank, the User specifically accepts this transfer and the consequences which may ensue.

Article 23 - Right of access and correction

In accordance with the Federal Act of 19 June 1992 on Data Protection, any interested party may request, by sending a written and signed request to the Bank, to be informed by post of the data concerning him; if this data is no longer up to date or proves to be inaccurate or incomplete, the interested party may ask the Bank to amend the data concerning him accordingly. He may also request that the data be deleted at any time, subject to other legal considerations.

Article 24 - 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, as described in the section "Right of access and correction".

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, but not limited to, damages for loss of profit, 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; its unavailability; 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 the 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 published 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 25 - Contact address

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

If you wish to exercise your right of access and correction regarding your personal data, please send a written and signed request to the following address:

Banque Cantonale de Genève
BCGE Netbanking
P.O. Box 2251
CH-1211 Geneva 2

clearly stating that your request concerns the exercise of your right of access to your personal data.

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