GENERAL TERMS & CONDITIONS FOR THE USE OF BCGE TWINT

1. General

1.1. Service/Scope

Banque Cantonale de Genève (hereinafter referred to as “BCGE”) is a Swiss bank headquartered in Geneva.

BCGE offers private customers (hereinafter referred to as “customers”) a mobile payment application for the iOS and Android operating systems (hereinafter referred to as the “BCGE TWINT app”) under the name BCGE TWINT.

BCGE has a license from TWINT AG to issue the BCGE TWINT app. TWINT AG is a Swiss public limited company headquartered in Zurich.

TWINT AG operates the TWINT system and grants licenses to issue TWINT apps and accept TWINT apps as a cashless payment method at retailers and between individuals.

Financial service providers other than BCGE are offering their own TWINT apps. They can be distinguished from the BCGE TWINT app by their visual appearance and features.

Customers can use the BCGE TWINT app as a means of payment at retailers, at vending machines, online, and in apps, as well as for peer-to-peer payments. BCGE also offers added-value services through its BCGE TWINT app. These include, in particular, the saving and activation of customer loyalty cards and services in the area of mobile marketing. These added-value services allow customers to receive and manage coupons, stamp cards, and other campaigns and to collect stamps and redeem loyalty rewards, discounts, and credits via the BCGE TWINT app.

All personal designations apply to both genders equally.

These General Terms and Conditions (hereinafter referred to as the “GTCs”) govern the use of all services offered in the BCGE TWINT app. These services include all payment functions and added-value services, which are described on the website www.bcge.ch/twint-en and in the BCGE TWINT app itself (hereinafter referred to as “services”). These GTCs shall be deemed to have been accepted as soon as customers register via the BCGE TWINT app and confirm that they have read and understood the confidentiality statement and the GTCs.

1.2. Access to BCGE TWINT services

The services can be used on all smartphones available on the Swiss market, irrespective of the manufacturer, on which the BCGE TWINT app can be installed. For the BCGE TWINT app to be installed on a smartphone, it must be equipped with the iOS or Android operating system, support BLE (Bluetooth low energy), and have correctly implemented the Bluetooth protocol.

All BCGE customers aged 12 and over can use the BCGE TWINT app.

Customers with a smartphone registered in their name, access to BCGE Mobile netbanking, and an account based in Switzerland on which they have individual signing authority can register via the BCGE TWINT app and use its services.

Technical access to the services is obtained via the Internet connection of customers’ smartphones, which act as a personal terminal, and infrastructure made available by a retailer such as beacons (transmitters based on the BLE wireless standard) and QR codes to be scanned at payment terminals or online. Certain services cannot be used in the absence of an Internet connection.
Payment and additional functions can be restricted by BCGE when used outside Switzerland, on the basis of regulatory requirements.

1.3. Registration, identification, and PINs

During the installation (downloading) of the BCGE TWINT app on a smartphone, customers shall be requested to enter their smartphone number. This number shall be verified for security reasons. Customers will be sent a text message with a unique code to enter to confirm their smartphone number.

Customers must then set up a PIN (personal identification number) specifically for the BCGE TWINT app. They must keep the PIN secret and not write it down or record it using any non-secure electronic medium. In addition, customers must not select a PIN that is too easy to guess; for example, the PIN must not be a telephone number, date of birth, car registration number or any predictable combination of digits. If their device has the capability, customers may use fingerprint login instead of a PIN.

After entering Netbanking ID, customers are taken back to BCGE TWINT and the list of their eligible accounts from which TWINT payments can be debited is displayed. After selecting a "reference" account, customers can use BCGE TWINT to make payments from that account.

Should customers change their mobile number, they must immediately inform BCGE of the new number and register once again via the BCGE TWINT app in order to link their new number to their BCGE TWINT account and make sure that BCGE TWINT messages are sent to the new number.

1.4. Confidentiality

BCGE is bound by statutory confidentiality requirements, in particular related to banking secrecy and data protection. Customers agree that their personal data (e.g., name and place of residence) and the existence of the business relationship may, where necessary, be disclosed to the payment recipient and other third parties in order to facilitate the provision of services.

Customers agree that BCGE can send to TWINT AG (the operator of the TWINT system), to its other partners and to any of their duly appointed subcontractors, any data required to operate the BCGE TWINT app and ensure that it runs properly, and to the extent required by added-value services. These data include transaction data and basic data, but also data allowing customers to use the BCGE TWINT app and any added-value services (see the privacy statement and particularly the "Data protection" section).

Data relating to the content of business relationships (e.g., account balances and transactions) shall be kept confidential. However, customers acknowledge that the statutory duty of confidentiality may be waived in order to safeguard the legitimate interests of BCGE and its contractual partners for the BCGE TWINT service. This shall apply, in particular, in the following cases:

- Instances in which BCGE is required to meet statutory obligations to provide information;
- For the collection of receivables;
- Legal disputes.

1.5. Assistance

BCGE shall provide customers with technical support through a help function in the BCGE TWINT app, by telephone at 058 211 21 00, or by email through the Netbanking BCGE secure messaging service. BCGE can also call on third parties for the provision of this support. To enable them to perform this task, they may be granted access to relevant data.
1.6. Customer’s duties of care

When using the BCGE TWINT app, customers must observe the following duties of care:

- Customers must protect their smartphone against unauthorized use or manipulation (e.g., by locking their device or display).
- The code for the use of the BCGE TWINT app, especially for opening the application and confirming payments above a certain amount, as well as the codes for the device- and display-locking functions, must be kept secret and must not be disclosed to other individuals under any circumstances or stored together with the smartphone.
- The selected code may not be made up of easily ascertainable combinations (mobile number, date of birth, etc.).
- Should damages be suffered, customers must, to the best of their knowledge, contribute to clarifying the case in question and mitigating the damage. In the event of criminal acts, customers must file a complaint to the police.
- Upon installing and activating the BCGE TWINT app on their smartphone, customers shall confirm that they are the legitimate and authorized user of the smartphone number. Customers shall be deemed responsible for the use of their smartphone. They shall bear all consequences that arise from the use of the BCGE TWINT app on their smartphone.
- Where customers use the "image" or "message" function on their mobile phone, they warrant that the content is compliant with Swiss legislation.
- Should there be reason to assume that unauthorized individuals have gained access to the codes for the device- and display-locking functions, these must be changed immediately.
- If the smartphone is lost, and especially in the case of theft, BCGE must be informed promptly so that the BCGE TWINT app can be blocked.
- Jailbreaking (the deactivation of a smartphone’s security structures for the installation of applications that are not officially available) and the setting up of root access (establishment of access at the system level of the smartphone) are forbidden, as is the installation of unauthorized apps, as these make smartphones more prone to viruses and malware.
- Customers shall be required to check executed payments. Should customers identify discrepancies, they must immediately inform BCGE by phone.

1.7. Misuse

BCGE can demand that customers use the app in a legally and contractually compliant manner, alter, limit, or suspend the provision of the service with no compensation or prior notification, terminate the agreement without notice and with no compensation, and, where necessary, demand compensation for damages for BCGE and for third parties making valid claims. The same shall apply in instances in which customers provide incorrect or incomplete details upon concluding the agreement.

1.8. Liability

BCGE shall endeavor to ensure the uninterrupted availability and fault-free usability of the BCGE TWINT app. Although it will do everything in its power to ensure that the BCGE TWINT system is operational and usable, BCGE cannot give any guarantee in that respect. No guarantee can be given that communication and data transmission via the Internet will take place without errors and/or with maximum availability, given the current state of the technology. In particular, BCGE cannot guarantee that the BCGE TWINT system will run perfectly on customers' mobile phones or with their network operators. BCGE makes no warranty and declines any liability regarding the up-to-date nature, accuracy or content of images or messages, and regarding the completeness of information sent to customers' mobile phones.

Technical access to the services shall be the responsibility of customers. BCGE shall assume no liability in the case of a disruption in the services provided by network operators (providers) and shall not accept any liability, to the extent permitted by law, for the hardware and software required for the use of the BCGE TWINT services.
BCGE shall likewise, to the extent permitted by law, assume no liability for damages suffered by customers or to customers’ smartphones owing to transmission errors, routing errors, force majeure, technical defects, or faults (in particular due to outages suffered by beacons or a lack of an Internet connection), illegal interference with telecommunication facilities and networks, network overloads, the deliberate blocking of electronic access by third parties, interruptions, or other deficiencies.

BCGE shall reserve the right to interrupt access to the BCGE TWINT app and/or the services offered in the app at any time should it identify heightened security risks or faults or for the purposes of performing maintenance work. Provided that BCGE exercises the level of care and due diligence customary in the industry, customers shall bear any losses suffered due to interruptions of this kind.

Any person who has identified himself/herself using the stipulated validation methods shall be regarded by BCGE as authorized, even where that person is not the person who has actually been authorized. Provided that BCGE has not shown willful misconduct or gross negligence, BCGE TWINT customers shall bear the risk of identification methods being used fraudulently.

Should BCGE breach the agreement, it shall assume liability for any demonstrable direct damages suffered by the customers in question unless it can prove that no fault can be attributed to it. BCGE shall assume no liability whatsoever for slight negligence.

To the extent permitted by law, BCGE shall not accept any liability for indirect damages, lost profits, and data losses under any circumstances. BCGE shall likewise assume no liability for damages or losses suffered as a result of use of the BCGE TWINT app that is deemed illegal or in breach of the agreement.

1.9. Changes to services

BCGE can amend, update, or enhance the services at any time. BCGE shall also be authorized to fully or partially discontinue the operation of the BCGE TWINT app or the customer’s access to the BCGE TWINT app or to restrict the TWINT app’s availability, without providing prior notification, if necessary for technical or legal reasons (e.g., due to legal or regulatory requirements, upon receipt of an official order, or for security reasons).

1.10. Reservation of statutory regulations and local restrictions for usage

Any statutory provisions that govern the operation and use of smartphones, the Internet, and other infrastructure used for BCGE TWINT services shall remain reserved and shall also be applicable to these services from the time that they enter into force.

The use of the services from outside Switzerland may be subject to local legal restrictions or, under certain circumstances, breach foreign legislation. The payment function shall be limited to Swiss territory and may not be used abroad.

Customers acknowledge that circumstances may arise during the term of the business relationship that may legally require BCGE to block assets, report the business relationship to a responsible authority, or terminate the business relationship. Upon request, customers shall be obligated to provide BCGE with information that it requires to meet its statutory clarification or reporting obligations.

1.11. Intellectual property

For the duration of the agreement, customers shall receive the non-transferable, non-exclusive right to use the BCGE TWINT app. The content and scope of this right are governed by these GTCs. All intellectual property rights shall remain with BCGE or third parties commissioned by
BCGE. Should a customer breach third-party intellectual property rights and BCGE be held responsible, the customer shall fully indemnify BCGE.

2. Payment function

2.1. Specifying a bank account

When registering, customers must specify on the BCGE TWINT app the number of the account they wish to use for payment (hereinafter referred to as the "reference account"). Credit and debit transactions in foreign currencies are executed in Swiss Francs, even if the reference(s) account(s) is/are denominated in foreign currency.

2.2. Limits

In the case of payments to other TWINT users (hereinafter referred to as “P2P payments”) or to a shop or online retailer (hereinafter referred to as “P2M payments”), customers shall be subject to limits for the use of the BCGE TWINT app.

For the registration, the client need to authenticate within 5 days with the QR Code received by mail or in the e-documents menu (Online solutions). Before this authentication, the default limit is set to CHF 50 per transaction and the total limit to 200 CHF. Once the QR code scanned, the default limit is set for all the transactions to CHF 300 per operation and CHF 4’000 per month.

These limits may be reduced for regulatory or security reasons, by BCGE or at the request of customers. Customers shall only be able to make payments using BCGE TWINT if their reference account has a sufficient balance and if their daily or monthly limit has not been exceeded.

2.3. Payments via the BCGE TWINT app

Should a customer wish to initiate a payment via the BCGE TWINT app at a point of sale (hereinafter referred to as a “POS”) of a retailer, a connection shall be established in the TWINT system between the customer’s BCGE TWINT app and the retailer. That will allow customers to make cashless payments using their smartphone and BCGE TWINT reference account at appropriately equipped retailers.

The specific way in which the connection is established between the POS and BCGE TWINT app shall differ depending on the type of POS:

- Cash register using a TWINT terminal (technical installation at the POS that enables a connection and the exchange of data between the customer's smartphone and the POS);
- Entry of a code displayed at a POS or scanning of a QR code;
- Internet: by entering a code displayed at the online retailer or scanning a QR code;
- Automatic generation of a recurring payment that the customer has authorized in BCGE TWINT. This would apply, for example, if the customer has registered with an online retailer that has registered an automatic payment or a recurring payment via BCGE TWINT;
- In an app: automatic establishment of a connection at the initiative of the customer;
- At vending machines: same as at cash registers and online.

The POS informs the TWINT system of the amount to be debited. The TWINT system then sends a payment request to the customer’s BCGE TWINT app.

In the BCGE TWINT app settings, customers shall be free to choose the amounts from which payments should be made: a) automatically; or b) after they have provided express confirmation (“OK” button). Payments cannot exceed the amounts specified by customers. Customers can change these amounts and save them in the BCGE TWINT app. Once a customer approves a
payment, the specific amount shall be debited directly from the reference account in the BCGE TWINT app.

The total purchase amount, the date of the purchase, and the location of the POS at which the payment was made shall be recorded in the TWINT system operated by TWINT AG. The TWINT system shall generate a credit in favor of the retailer and the funds shall be transferred to the retailer’s account.

Customers can adjust the limits saved in the BCGE TWINT app at any time by changing the settings.

In the case of P2P payments, the smartphone number may also be used to find the other TWINT customer. Provided that customers have given the relevant access approval, BCGE shall be authorized to access existing contacts in the payer’s smartphone in connection with such payments. The transaction shall be carried out solely on the basis of the telephone number. There shall be no comparison with other data sent by the ordering party before execution. The ordering party shall be responsible for ensuring that the payment details are correct, particularly the beneficiary’s telephone number.

2.4. Execution of payments

Customers shall acknowledge all payments debited from their reference account and made for the purchase of goods and services via the BCGE TWINT app installed on their smartphone, and which have been registered as payments in the app.

Any payment ordered via TWINT shall immediately be debited from the customer’s reference account, and it will then be impossible to reverse or reimburse the amount of the order, subject to section 1.6.

BCGE shall not be bound to execute or process transactions that would breach applicable laws or rules laid down by the competent authorities, that are not compliant with the internal or external rules with which BCGE is required to comply (e.g., anti-money laundering rules), or that could damage its reputation. BCGE shall not be held liable for any delays in executing BCGE TWINT services caused by the need for clarification.

If the payment is refused by another party involved in the transfer, such as the retailer or financial institution/intermediary of the payment's intended recipient, BCGE shall credit the amount back to the same reference account. Any fees will be borne by the customer.

If the customer's reference account cannot be credited (e.g., because of statutory or regulatory provisions, rules laid down by the authorities, or account closure), BCGE may, at its discretion, deregister the customer's BCGE TWINT app. In any event, the customer will make every effort to resolve the situation, in collaboration with BCGE as the case may be.

If the account to be credited is not managed by BCGE, BCGE has no influence over the time at which a transferred amount is credited to that bank account of the intended recipient.

Since other financial service providers are offering their own TWINT apps, BCGE shall be authorized to send data from the customer’s profile to other TWINT app issuers. When making P2P payments, the two parties to the transaction must have installed a TWINT app for the transaction to go through. If a payment order is sent by a BCGE TWINT customer to an intended recipient who has not yet signed up to the TWINT system, the latter shall be informed by the customer via a text message inviting him/her to install the app in order to receive the payment via TWINT. BCGE shall put a hold on the relevant amount in the reference account for four days. If the intended recipient registers during that period, the amount shall be transferred to him/her via the usual procedure. If the intended recipient does not register during that period, BCGE shall cancel the hold on the relevant amount in the customer’s reference account, and the account’s
available balance shall be updated accordingly. As long as the intended recipient of the payment has not signed up to the TWINT service, the BCGE TWINT customer may cancel the payment order. In that event, BCGE shall cancel the hold on the BCGE TWINT customer's account, and the account's available balance shall be updated accordingly.

When using the “image” or “message” functions in transactions via the TWINT system, BCGE TWINT customers undertake to comply with the relevant Swiss laws. If customers breach those laws, BCGE may block access to BCGE TWINT in accordance with section 2.6. below.

If customers wish to dispute a debit relating to a payment that has not been made, they must contact BCGE within the timeframe set out in section 1.6. In other cases, including cases where goods have not been delivered or services not provided, customers must contact the retailer concerned in the first instance to clarify the situation, and obtain documentation showing the retailer’s refusal to reimburse payment, which the customer regards as unjustified. After clarifying the circumstances, and if customers believe that the retailer has acted wrongfully towards them, they shall send BCGE a claim letter, and must provide any evidence that will enable BCGE to start the claims process with TWINT AG.

2.5. Revenue from fees invoiced to retailers

When transactions take place in-store, the retailer concerned shall pay fees to the company that enables it to accept TWINT payments and with which it has signed a contract for those services (e.g., SIX Payment Services AG). In addition, if the retailer uses added-value services (see section 3), the retailer shall also pay fees to TWINT AG.

Part of the various fees paid by the retailer may be passed on to BCGE, to cover its own expenditure in relation to issuing TWINT and executing transactions. Customers are aware of and accept this arrangement, and so have no claim to any such revenue.

2.6. Blocking of the payment function or access to the BCGE TWINT system

Customers can request BCGE to block access to the payment function. Any payments initiated prior to the time that the request is made shall be deemed to have been booked and cannot be canceled.

Customers may, at their discretion, request that their access to the BCGE TWINT system be blocked or unblocked by contacting BCGE's customer service center or their advisors.

If customers suspect that a third party has their PIN/password, they must change it immediately and inform BCGE of the situation via their advisor, the BCGE customer service center, or the BCGE-net secure messaging service, or by visiting a branch. If customers lose their mobile phone, there is a risk that services could be used unlawfully by an unauthorized third party. In that event, customers are required to contact BCGE immediately, asking it to block their BCGE TWINT account. Unless such steps are taken immediately, customers shall bear the consequences of any unlawful use of their BCGE TWINT account.

In particular, BCGE may block access to BCGE TWINT where there is good reason to suspect unlawful use of the "image" or "message" functions of the BCGE TWINT app. BCGE may encourage customers to ensure that their use of those functions complies with laws in force, and with these GTCs. BCGE may refrain from offering the "image" or "message" function, or may block access to the BCGE TWINT app.

2.7 Fees

The installation of the BCGE TWINT app and the use of the associated services shall be free of charge for customers.
However, the receipt of incoming payments from other individuals shall be free of charge only if such payments are not related to a commercial activity of the payment recipient.

BCGE reserves the right to charge fees. Customers shall be informed in the BCGE TWINT app in a transparent and direct manner about any such fees prior to making use of an option for which fees will be charged.

Changes to fees and the introduction of new fees shall be communicated to customers in the BCGE TWINT app or through any other communication method that customers have authorized. Such changes shall be deemed to have been accepted if customers do not terminate the agreement or delete the BCGE TWINT app from their smartphone before the change goes into effect.

2.8. Transaction information

The total purchase amount, the date of the purchase, and the location of the POS at which the payment was made shall be recorded in the TWINT system. The transactions shall be visible in the BCGE TWINT app for up to 180 days.

3. Added-value services

3.1. Mobile marketing campaigns

3.1.1. Presentation of campaigns

BCGE may present coupons, customer loyalty cards, and other campaigns (hereinafter referred to as “campaigns”) to customers in the BCGE TWINT app where they can be seen, managed, and redeemed.

Here, a differentiation is made between the following campaign types:

- Campaigns launched by BCGE or the BCGE TWINT system (hereinafter referred to as “issuer campaigns”);
- Campaigns launched by BCGE together with a third-party provider (hereinafter referred to as “issuer added-value campaigns”);
- Campaigns launched by a third-party provider (hereinafter referred to as “third-party provider campaigns”).

The presentation, display, management, and redemption of issuer campaigns and issuer added-value campaigns shall not require an opt-in from customers. These campaigns can thus be presented to all customers.

The presentation, display, management, and redemption of third-party-provider campaigns requires that customers give their express consent for this in the BCGE TWINT app (opt-in) and explicitly accept the presentation of such offers from third parties.

Customers can revoke this consent in the BCGE TWINT app at any time. Should customers opt to revoke their consent, they shall no longer be presented with third-party-provider campaigns and shall no longer be able to take advantage of any associated discounts and benefits. Any coupons or loyalty program points that customers had received under the campaigns shall thus be deemed null and void.

3.1.2. Period of validity of campaigns

Campaigns shall be valid as long as they are displayed in the BCGE TWINT app on the smartphone screen.
In most cases, campaigns shall be redeemed automatically upon customers making a payment with the BCGE TWINT app without them being required to do anything. In some instances, however, customers may be required to present a campaign to the retailer via the BCGE TWINT app or enter the campaign themselves at a terminal, online retailer, or mobile retailer. Such cases shall be noted accordingly as part of the campaign.

Certain campaigns must be activated in advance by customers in the BCGE TWINT app before the corresponding offers can be redeemed. Such cases shall be noted accordingly as part of the campaign. Activated campaigns may be deactivated by BCGE or the issuer of the campaign if the associated offers are not redeemed within 10 days.

The activation of a campaign or the receipt of a campaign offer that can be redeemed without activation shall not always mean that customers are entitled to make use of a discount or non-cash benefit, as the number of redemptions may be limited by the third-party provider. Such cases shall be noted accordingly as part of the campaign.

Upon the redemption of a campaign offer with a discount, the discount shall be either deducted directly from the amount to be paid or reimbursed to customers after the payment is made in the form of a cash-back credit.

TWINT AG shall be authorized to delay the payment of a cash-back credit until it totals CHF 10 or more. Customers shall be informed about their current cash-back credit balance in the BCGE TWINT app.

3.1.3. Sharing of campaigns

BCGE may provide customers with the option to forward campaigns to other individuals, to receive campaigns from other individuals, or to share campaigns with other individuals.

3.2. Customer loyalty cards

Customers shall have the option to save or activate selected employee ID cards, customer loyalty programs, and other incentive-based offers from third-party providers (hereinafter referred to as “customer loyalty cards”) in the BCGE TWINT app. Saved or activated customer loyalty cards can be removed from the BCGE TWINT app by customers at any time.

BCGE shall be authorized to remove saved customer loyalty cards from the BCGE TWINT app if a customer loyalty card expires or the customer loyalty card in question is generally no longer available to be saved in the BCGE TWINT app.

Customers acknowledge that the benefits associated with the use of certain customer loyalty cards shall be presented directly in the BCGE TWINT app in the form of campaigns. Customers shall receive such campaigns only if they have provided their prior consent for the presentation of third-party campaigns (opt-in) (see section 3.1.1).

3.3. Other added-value services

In addition to campaigns and customer loyalty cards, BCGE can offer other added-value services in the BCGE TWINT app at any time.

3.4. Liability for added-value services

Third-party providers shall be responsible for content, offers, messages from third-party-provider campaigns, customer loyalty cards, and any other added-value services in the BCGE TWINT app. BCGE shall have no influence on the fulfillment of services offered by third-party providers.
BCGE shall also accept no liability for campaigns that cannot be redeemed with third-party providers or for discounts or benefits that are not granted in connection with the saving of customer loyalty cards. Such cases may include the failure to grant employee discounts or instances in which loyalty points remain outstanding, are lost, or disappear.

BCGE and TWINT AG shall endeavor to ensure the uninterrupted availability and fault-free usability of added-value services in the BCGE TWINT app. However, neither BCGE nor TWINT AG can guarantee this at all times. In the case of an interruption in availability, one possible consequence may be that it is no longer possible to automatically redeem discounts or automatically collect loyalty points during the payment process. Provided that BCGE and TWINT AG exercise the level of care and due diligence customary in the industry, customers shall bear any losses suffered due to interruptions of this kind.

4. Data protection

4.1. Scope

BCGE and its partners attach great importance to data protection and data security. In this “Data protection” section, customers are provided with information on data processing and the data flows occurring when they use the BCGE TWINT app to make P2M or P2P payments or use added-value services.

With respect to the BCGE TWINT app, BCGE’s partners include TWINT AG, a company headquartered in Zurich (hereinafter referred to as “TWINT AG”), Swisscom SA, a company headquartered in Ittigen (hereinafter referred to as “Swisscom”) and SIX Payment Services SA, a company headquartered in Zurich (hereinafter referred to as “SIX”).

TWINT AG, as operator of the TWINT system, is responsible for the process of making payments via BCGE TWINT and for the provision of services in relation to campaigns and customer loyalty cards (see "Added-value services" section). Swisscom develops the BCGE TWINT app and provides it to BCGE, as well as the interfaces with TWINT AG and SIX that are necessary for the BCGE TWINT app to run properly.

For that purpose, BCGE has formed various agreements with TWINT AG, Swisscom, and SIX for the provision and operation of the BCGE TWINT app. Any duly appointed subcontractors must also comply with the content of those agreements.

BCGE, its subcontractors, and their subcontractors, if any, shall be subject to Swiss banking and data protection legislation – in particular the Federal Act on Data Protection (FADP) and the Federal Ordinance on Data Protection (FODP) – in connection with the procurement, processing, communication, and use of customers’ personal data.

Customers’ personal data include their first and last name, place of residence, date of birth, and banking relationships, including the numbers of accounts that are debited and credited.

BCGE shall be responsible vis-à-vis customers for ensuring that data are collected and used by TWINT AG, its other partners, and any subcontractors in accordance with data protection legislation and regulations, including the FADP, and with the provisions of the “Data protection” section of this agreement.

BCGE offers added-value services via the BCGE TWINT app. These include the presentation of coupons, customer loyalty cards and other added-value services via the BCGE TWINT app, where the customer can consult, manage and use them. BCGE can offer added-value services by itself, in conjunction with third parties, or only from third parties. The presentation, display, management, and use of added-value services offered only from third parties requires that customers opt in, i.e., give their express consent, in the BCGE TWINT app and thus explicitly agree to receive these
offers from third parties and to allow the transmission of some of their personal data in order to use the added-value services offered by those third parties. Customers can opt out of added-value services offered by third parties at any time.

Customers are aware and agree by signing up for the BCGE TWINT app that the circumstances of their business relationship and their basic data (e.g., first name, last name, home address, age, gender, etc.) may be disclosed by BCGE to TWINT AG and/or to its other partners to the extent required to provide the BCGE TWINT service and the added-value services offered by third parties.

Customers also agree that their data may be disclosed to other third parties where necessary to protect the legitimate interests of BCGE and its partners, for example in relation to statutory disclosure obligations, debt collection, or legal disputes.

Through the privacy statement and these terms and conditions of use, customers are duly informed about the collection, processing, disclosure, and use of their data when installing and using the BCGE TWINT app, and they agree to that procedure.

4.2. Involvement of third parties

Customers shall expressly agree that BCGE and TWINT AG may involve third parties (e.g., payment service providers) for the provision of their services and that, where necessary, customer data may be disclosed within the framework of such relationships. BCGE and TWINT AG undertake to select, instruct, and monitor such service providers in a prudent manner.

Third parties may use such data only in accordance with the data protection policy on behalf of BCGE and TWINT AG. It shall be forbidden for third parties to use the data for their own purposes.

BCGE shall assume responsibility vis-à-vis customers for ensuring that their data are handled in compliance with Swiss data protection legislation and regulations.

4.3. Use of customers’ personal data for the BCGE TWINT app and its services

When customers register via the BCGE TWINT app, they must select a reference account as indicated in section 2.1. above.

To enable TWINT AG and BCGE’s other partners to process customer payments and provide third-party added-value services when customers have opted for such services, certain personal data must be recorded in the TWINT system after customers have registered via the BCGE TWINT app.

The personal data that BCGE shall provide to TWINT AG and its other partners are the following: first and last name, place of residence, nationality, date of birth, gender, and smartphone number.

4.4. Data transmitted when payments are made with the BCGE TWINT app

When a customer makes payments using the BCGE TWINT app at a retailer’s POS, a connection shall be established between the customer’s BCGE TWINT app and the retailer.

Neither TWINT AG nor BCGE shall receive any details of the goods purchased unless the transfer of such data is governed in accordance with section 4.7.

Without the express consent of customers, BCGE and TWINT AG shall not disclose any of their personal data to the involved retailers and/or third parties unless the transfer of such data is governed in accordance with sections 4.5 and 4.6.
4.5. Saving of customer loyalty cards

Customers shall have the option to save or activate physical and purely digital customer loyalty cards of various retailers directly in the BCGE TWINT app. Should customers wish to do so, they must establish the necessary settings and make the required entries. Upon saving or activating a customer loyalty card in the BCGE TWINT app, customers shall be deemed to have provided their express consent to the use of the card in question. These cards shall subsequently be automatically taken into account during payments made with the BCGE TWINT app, provided this has been made technically possible by the customer loyalty card issuer. Customers can deactivate the use of the customer loyalty card in the BCGE TWINT app at any time.

In such cases, the payment procedure shall be based on sections 2.3 and 2.4.

If a customer loyalty card is saved in the BCGE TWINT app and a payment is made using the BCGE TWINT app resulting in a customer gaining a benefit from the use of the customer loyalty card (points, a discount, etc.), the issuer of the customer loyalty card or a third party legally working on its behalf shall be provided with the same data that it would receive had the customer presented the customer loyalty card physically.

TWINT AG shall transmit the identification number of the customer loyalty card to the retailer or its affiliated third party and, depending on the customer loyalty card used in the specific instance, also the basic payment data such as the time stamp, amount, and any discounts or points granted in connection with the use of the customer loyalty card. The use of these data by the retailer shall be governed exclusively by the contractual relationship between the customer and the retailer or between the customer and the third party affiliated to the retailer.

4.6. Redemption of mobile marketing campaign offers

In order to allow for the automatic redemption of campaign offers for the granting of a discount or non-cash benefit, data must be exchanged between the TWINT system and the retailer.

The data transmitted shall depend on the system in which the campaign offer is redeemed and the discount or non-cash benefit is applied.

In cases in which campaign offers are redeemed in the system of the retailer, TWINT AG shall transmit the campaign identification number to the retailer. The retailer shall then apply any discount or other benefit for the customer. Here, the retailer shall receive the same information that it would have received had the customer presented the campaign identification number (e.g., in the form of a bar code).

If campaign offers are redeemed in the TWINT system, the discount or other benefit shall be applied in the TWINT system and communicated to the retailer so that it can apply the benefit in its own system (e.g., to deduct a discount).

Only the contractual relationship between the retailer and the customer shall determine whether the retailer provides further data to TWINT AG (e.g., information for the redemption of campaign offers that had previously been transmitted from the TWINT system to the retailer, or details of purchased goods on the basis of which campaign offers can be redeemed in the TWINT system). The retailer shall be responsible for ensuring that customer data are handled in accordance with the contract and for obtaining the required authorizations.

4.7. Collection and use of data in order to improve the BCGE TWINT app

TWINT AG shall collect and use data for the purposes of providing and improving the TWINT system. This includes data that the BCGE TWINT app can access in accordance with the customer’s smartphone settings (e.g., geolocation and receiving BLE signals) as well as technical data and information collected during the use of the BCGE TWINT app.
TWINT AG will never disclose these personal data to retailers without the express approval of customers in the BCGE TWINT app. Instead, it shall use these data exclusively to provide and improve its own service.

4.8. Google Analytics

TWINT AG uses the Google Analytics Software Development Kit (SDK) of Google Inc. ("Google") in the BCGE TWINT app. It does so in order to analyze user behavior within the app with the objective of continuously improving the TWINT apps of the various financial service providers that offer the payment system and gearing its features to user requirements.

Customers can deactivate the collection and transmission of usage data to Google at any time in the BCGE TWINT app by changing the settings.

The following data are collected and transmitted to Google’s servers in the United States when customers use the BCGE TWINT app:

- Analytics ID (random value on the basis of which TWINT AG can identify the customer);
- Client ID (random value that identifies the device used and allows Google to summarize sent events in a device session), which, however, does not allow inferences to be made about the user’s device;
- Key device details (brand, type, screen, and memory);
- Information on the platform (e.g., iOS or Android version);
- The version of the installed BCGE TWINT app;
- The type and version of the Internet browser used, where applicable;
- The IP address of the accessing smartphone (shortened so that it can no longer be assigned to a specific user).

These data shall be stored on Google’s servers in the United States and shall be used by Google in order to generate reports on the usage of the BCGE TWINT app and to provide further services related to the use of the BCGE TWINT app.

Customers acknowledge that Google shall transfer this information to third parties, provided this is authorized by law or if the third parties are to process these data on behalf of Google. United States data protection laws are less strict than those in Switzerland. Google shall not link the IP address of the customer to other Google data under any circumstances. The IP addresses shall be anonymized (shortened by three characters) so that they should not be assigned to a specific customer.

4.9. Personalized third-party-provider campaigns

Customers can expressly issue their consent (opt-in) to BCGE for third-party-provider campaigns to be displayed to them in the BCGE TWINT app. This shall in turn enable them to activate and redeem such campaigns (see also section 3.1.1). In opting in, customers shall also expressly agree that TWINT AG can collect, analyze, and use data for the personalized presentation of third-party-provider campaign offers.

Customers can opt in or opt out upon being explicitly asked in this regard when installing the BCGE TWINT app and/or at a later time by adjusting their settings in the BCGE TWINT app. The consent by customers shall allow BCGE to send them third-party-provider campaign offers that are tailored to their personal interests.

Customers acknowledge that third-party-provider campaign offers can be displayed and redeemed only with an opt-in in the BCGE TWINT app.
Even in cases in which customers opt in, BCGE and TWINT AG shall not disclose any personal data to involved retailers and/or third parties if customers have not issued their express consent to the transfer of such data in the BCGE TWINT app (see also section 4.5). Unless such consent is provided, the retailers shall receive access only to anonymized data.

4.10. Storage and deletion of personal data

The personal data necessary to register via the BCGE TWINT app shall in principle be stored by TWINT AG for 12 months after the app is deleted.

The other personal data saved on the BCGE TWINT app shall be deleted or anonymized if they are no longer required for the provision of services and no later than four years or any other period required by law after the time at which they are saved.

Should the BCGE TWINT app not be used for a period of two years, BCGE and TWINT AG shall assume that customers have deleted the BCGE TWINT app from their smartphone. In such cases, the personal data saved on the BCGE TWINT app or with TWINT AG shall also be deleted or anonymized.

Should customers subsequently decide to opt out of personalized campaigns, all coupons, stamp cards, and other campaign offers activated in the TWINT system shall be permanently deleted or anonymized six months after the opt-out is made, and the customers shall no longer be able to take advantage of any associated discounts and benefits.

Data that must be stored for longer in order to meet the legal obligations of BCGE and TWINT AG shall not be subject to the provisions of this section.

4.11. Information and disclosure rights

Should customers have any questions relating to the handling of personal data, they can contact BCGE by telephone at 058 211 21 00 or at www.BCGE.ch/twint.

5. Suspension and termination of the BCGE TWINT app

Customers can uninstall the BCGE TWINT app at any time by taking the appropriate steps on their mobile phones. If the BCGE TWINT app is uninstalled, all current loyalty programs will be closed and all active offers will be canceled and lost.

BCGE shall be able, at its discretion and with immediate effect, to suspend the use of the BCGE TWINT app, particularly where it suspects wrongful use or any other behavior contrary to statutory or regulatory provisions that threaten the proper running of the BCGE TWINT app.

Should the BCGE TWINT app not be used for a period of two years, BCGE shall assume that customers have deleted the BCGE TWINT app from their smartphone and shall cancel their access to the BCGE TWINT app in accordance with section 4.10 above.

6. Changes to the GTCs

BCGE can amend the GTCs at any time. Any changes shall be communicated to customers in advance in an appropriate manner. Should customers not agree to the changes, they can delete the BCGE TWINT app from their smartphone before the changes come into effect or expressly declare to BCGE that they wish to cease using the services.
7. Applicable law and place of jurisdiction

These terms and conditions are governed exclusively by Swiss law. The place of performance and the place of all legal proceedings, and for customers not domiciled in Switzerland the place of enforcement, shall be the district of BCGE's head office in Geneva. The mandatory places of jurisdiction specified by the applicable legislation and international agreements ratified by Switzerland are unaffected.

However, BCGE shall remain free to commence proceedings in the district of the Client's domicile or before any other competent tribunal.

8. Other applicable conditions

In all other respects, BCGE's General Conditions and the Terms and Conditions of Use for BCGE-net and BCGE-net mobile shall apply.