

Special provisions relating to the use of your BCGE Debit Mastercard within the framework of mobile payment solutions

These special provisions govern the registration of your BCGE Debit Mastercard (hereinafter the 'card') in the mobile payment solutions offered by third-party service providers (hereinafter the 'mobile payment solutions').

1. Subject

Banque Cantonale de Genève (hereinafter 'BCGE') allows you to register your card in mobile payment solutions. Mobile payment solutions allow you to make your payments by means of an electronic wallet on mobile devices, such as smartphones and other portable devices (hereinafter the 'devices').

2. Links with other contractual provisions

These special provisions form an integral part of the contract concluded between you and BCGE, which includes in particular the conditions of use of the debit Mastercard (available at bcge.ch/en/dmc) (hereinafter the 'conditions of use of the DMC'). In the event of any contradiction, these special provisions shall prevail over the conditions of use of the DMC. Insofar as these special provisions do not provide for different definitions, the terms used have the same meaning as in the conditions of use of the DMC.

3. Service provider of mobile payment solutions

The mobile payment solution is offered by the service provider providing the electronic wallet and/or the device manufacturer (in both cases including affiliates and/or subcontractors) (hereinafter the 'service provider'), in accordance with its own conditions of use. BCGE is not the provider of the mobile payment solution, but only allows you to register your card in the service provider's mobile payment solution in accordance with these special provisions.

You acknowledge and accept that the service provider may at any time modify or adapt the features of the mobile payment solution at its discretion and that it is free to suspend the mobile payment solution temporarily or permanently. BCGE accepts no liability concerning the operation of the mobile payment solution.

You acknowledge that the service provider and BCGE are independent of each other and have independent responsibility for the processing of your personal data.

By registering your Card in the service provider's mobile payment solution, you acknowledge and agree that the service provider processes your personal data (including transaction data) as an independent data controller in accordance with its own conditions of use and to its own data protection statement. In order to offer the mobile payment solution, the service provider itself collects your personal data (e.g. data relating to the cardholder and activated cards, as well as data relating to transactions). The service provider processes your personal data for its own purposes in Switzerland or abroad. You acknowledge and agree that it is the responsibility of the service provider to comply with the legal and contractual requirements applicable to the processing of your personal data by the service provider. BCGE has no influence on the processing of your personal data by the service provider. Any complaints relating to the processing of your personal data by the service provider should be addressed directly to the service provider.

In addition, by registering your card in the mobile payment solution, you accept that the service provider (and the companies affiliated to the service provider and the service provider's subcontractors) may become aware of the existence of a banking relationship between you and BCGE and you release BCGE from its obligations in terms of banking and professional secrecy (Article 47 of the Swiss Federal Banking Act and equivalent provisions).

4. Card activation

You can only register one card in your name in the mobile payment solution. In doing so, you are also required to respect the contractual conditions of the service provider. BCGE may refuse, at its discretion, to allow your card(s) to be used in the mobile payment solution. The activation of your card to use the mobile payment solution can be carried out via several channels, for example by means of an application, by sending an SMS or by making a telephone call. To this end, BCGE can send activation codes that can be used once and information relating to the activation/use of the mobile payment solution to the mobile number registered as part of your business relationship with BCGE.

This process may enable third parties, such as telephone network operators or managers, to deduce the existence of a banking relationship between you and BCGE and/or to access information about you. In this context, you release BCGE from its obligations in terms of banking and professional secrecy (Article 47 of the Swiss Federal Banking Act and equivalent provisions).

5. Authorisation to carry out transactions

Transactions are authorised in accordance with the rules established by the service provider. **By carrying out a transaction using the mobile payment solution, you irrevocably authorise BCGE to debit the account associated with the card for the corresponding amount.**

6. Due diligence obligations

Due diligence obligations in accordance with the conditions of use of the DMC.

In addition, you are required to take care of the device used for the mobile payment solution and to protect it with appropriate measures, such as regular updates. Access to your electronic wallet or device must be protected by a password/PIN or by another means (e.g. fingerprint or facial recognition) in accordance with the service provider's guidelines. These means of authentication in accordance with the service provider's guidelines also make it possible to authorise transactions by means of mobile payment solutions. The due diligence obligations set out in the conditions of use of the DMC apply to these means of authentication. In particular, they must be kept secret.

If you suspect misuse of a card or device, in the event of loss or theft of a card or device, or if you suspect misuse of your electronic wallet, you must immediately (regardless of any time difference) have this card, device or electronic wallet blocked and report it to the BCGE client service (whose contact details are on the BCGE website).

When your device is not in use, or if it is changed, you must ensure that the mobile payment solution cannot be used by an unauthorised third party (in particular by deleting the data stored on the card and blocking the device token).

7. Information relating to data processing

As part of the execution of a transaction carried out by means of the card, your personal data is processed in accordance with the indications contained in the conditions of use of the DMC and the BCGE's Data Privacy Notice (bcge.ch/en/protection-des-donnees).

BCGE draws your attention to the fact that some of your personal data may be transmitted to the service provider and to international card companies (in accordance with the explanations given in the conditions of use of the DMC and in the BCGE's Data Privacy Notice). More specifically, when using the mobile payment solution, the service provider and the international card companies receive the personal data necessary for the use of the electronic wallet (the name and address of the cardholder and your card information) and device information (e.g. serial number of the device).

The international card companies and the service provider process your personal data under their own responsibility in accordance with section 3 of these special provisions (which also applies to the international card companies).

Furthermore, data relating to you, the card and the device used as part of the mobile payment solution may be transmitted to third parties in Switzerland or abroad and may be processed by these companies for the purposes of performing the service concerned. **As a result of such data transfers, you accept that third parties become aware of the existence of a banking relationship between you and BCGE and you release BCGE from its obligations in terms of banking and professional secrecy (Article 47 of the Swiss Federal Banking Act and equivalent provisions).**

8. Liability

The service provided by BCGE is limited exclusively to making it possible to register your card in the mobile payment solution. Within the limits of the law, BCGE declines all responsibility for damages caused by the use of the mobile payment solution.

9. Modification of these special provisions

BCGE is entitled to modify these special provisions at any time. In this case, it is BCGE's responsibility to announce the amendments in advance, in an appropriate manner. In the absence of a written objection within one month of their publication (and in any case when the card is used for the first time in the mobile payment solution after the modified version of these special provisions has been made available), the amendments are deemed to have been accepted.

Notwithstanding the above, BCGE is entitled to interrupt the service provided by BCGE at any time with immediate effect (i.e. to make it possible to register your card in the mobile payment solution).

10. Applicable law and place of jurisdiction

All your contractual relationships with BCGE are subject to Swiss law. The place of performance, the place of jurisdiction for clients domiciled abroad and the exclusive place of jurisdiction for any proceedings whatsoever are in Geneva. BCGE reserves the right, however, to take action at your place of domicile or before any other competent court.