

GENERAL TERMS & CONDITIONS FOR THE USE OF BCGE TWINT

1. General information

1.1. Service/Scope

Banque Cantonale de Genève (hereinafter referred to as “BCGE”) is a Swiss bank with its head office in Geneva. BCGE offers private clients (hereinafter referred to as “client”) 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 with its head office 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. Clients can use the BCGE TWINT app as a means of payment at retailers, at vending machines, online, in apps, for peer-to-peer payments, in applications, between private individuals, as well as with retailers or other service providers, who accept TWINT as a means of payment (hereafter “retailers”).

BCGE also offers added-value services through its BCGE TWINT app. These include, in particular, the saving and activation of client loyalty cards and services in the area of mobile marketing. These added-value services allow clients 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 (male or female) 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 the client registers via the BCGE TWINT app and confirms that he has 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 clients aged 12 and over can use the BCGE TWINT app. Clients 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 via the Internet connection on the client's smartphone, which functions as a personal terminal, and a suitable infrastructure made available by a retailer (e.g. Beacons - transmitters based on the BLE radio standard, QR codes to be scanned at payment terminals or e-commerce sites). However, certain services cannot be used in the absence of an Internet connection. BCGE may limit the payment functions or additional functions due to regulatory requirements or any other situation that may require it.

1.3. Registration, identification, and PINs

During the installation (downloading) of the BCGE TWINT app on a smartphone, the client must enter his smartphone number. This number shall be verified for security reasons. The client receives an SMS with a unique code to be input for this verification. The client must then define a personal PIN code valid only for BCGE TWINT. The client must keep the PIN secret and not write it down or record it using any non-secure electronic medium. In addition, he is obliged not to choose a PIN code that is too easy to guess (no telephone number, date of birth, license plate number, combinations of easily guessed numbers, etc.). If his device has the capability, the client may use fingerprint login instead of a PIN. After entering his BCGE Netbanking accesses, the client is redirected to the list of his accounts eligible for debiting his TWINT transactions. After choosing the account number (“reference account”), the client can use BCGE TWINT to make payments from that account.

In the event of a change or deactivation of the smartphone, the client must immediately inform TWINT SA either of the new smartphone number or of the deactivation of the TWINT app.

1.4. Confidentiality

BCGE is bound by statutory confidentiality requirements, in particular related to banking secrecy and data protection. The client agrees that his 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. The client accepts that BCGE sends 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 insofar as the scope of value-added services so requires. This data includes transaction data and basic data, but also data allowing the client 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 remain confidential. However, the client acknowledges 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 and/or for legal disputes.

1.5. Assistance

BCGE shall provide clients 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. To provide this assistance, BCGE is authorised to call on duly authorised third parties to whom it may give access to data relevant to technical support.

1.6. Client's due diligence

When using the BCGE TWINT app, the client must comply with the following obligations of diligence: The client must protect his smartphone against unauthorised use or manipulation (e.g. by locking the device or screen).

The code for the use of the BCGE TWINT app, in particular for opening the application and confirming payments above a certain amount, as well as the codes for locking the device or the screen, must be kept secret and must under no circumstances be revealed to other people or stored with the smartphone.

The access code must not correspond to combinations that are easy to guess (telephone number, date of birth, etc.).

In the event of damage, the client is obliged to contribute to the best of his knowledge to clarify the circumstances of the problem and to limit the damage. In the event of a criminal offence, clients must file a complaint to the police.

Upon installing and activating the BCGE TWINT app on their smartphone, the client shall confirm that he is the legitimate and authorised user of the smartphone number. The client is deemed responsible for the use of his smartphone. The client shall bear all the consequences that arise from the use of the BCGE TWINT app on his smartphone.

When the client uses the "image" or "message" function on his smartphone, he undertakes to ensure that the content complies with Swiss law. If there is reason to believe that unauthorised persons have gained access to the device or screen lock, these must be changed immediately.

If the smartphone is lost, and especially in the case of theft, BCGE must be informed immediately so that the BCGE TWINT app can be blocked.

Before the execution of each payment, the client must check the beneficiary's details in order to avoid incorrect transactions.

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 unauthorised apps, as these make smartphones more prone to viruses and malware.

The client must check executed payments. If the client identifies any differences, he must inform BCGE immediately by telephone.

1.7. Misuse

BCGE may require the client to use the services in accordance with the legal or contractual provisions, modify, limit or suspend the services, without notice or compensation, or terminate the contract without notice or compensation. The BCGE may, where appropriate, claim compensation for itself or for third parties who have suffered damage as a result of their justified claims. The same shall apply in instances in which the client provides incorrect or incomplete information at the time the contract is concluded.

1.8. Liability

BCGE shall endeavour to ensure that the BCGE TWINT app is used without interference and interruptions. Although it will do everything in its power to ensure that the BCGE TWINT system is operational and usable, BCGE cannot guarantee this. 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 a client's smartphone or with his network operator. BCGE excludes any guarantee or liability regarding the up-to-date nature, accuracy or content of images or messages as well as the completeness of information sent to a client's smartphone. Technical access to the services is the responsibility of the client. BCGE shall assume no liability in the event of a disruption in the services provided by network operators (providers) and shall not accept any liability, within the limits authorised by law, for the hardware and software necessary for the use of the BCGE TWINT services. BCGE shall likewise, within the limits authorised by law, assume no liability for damages suffered by the client or to the client's smartphone owing to transmission errors, routing errors, force majeure, technical defects, or faults (in particular due to the failure of beacons or the absence 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. As long as BCGE exercises the level of care and due diligence customary in the industry, the client shall assume any losses suffered due to this type of interruptions. Any person who has identified himself using the stipulated validation methods shall be regarded by BCGE as authorised, even if that person is not the person who has actually been authorised. The BCGE TWINT client bears the risks of fraudulent use of the means of identification, provided that BCGE has not acted with intent or gross negligence.

If BCGE does not comply with the agreement, it shall assume liability for any demonstrable direct damages suffered by the client in question unless it can prove that no fault can be attributed to it. BCGE shall assume no liability whatsoever for slight negligence. Within the limits authorised by law, BCGE shall not accept any liability for indirect damages, loss of earnings and loss of data 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 authorised to fully or partially discontinue the operation of the BCGE TWINT app or the client'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 are implemented. 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 via the BCGE TWINT app is limited to the Swiss territory. It cannot be offered or used abroad. Clients 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. At BCGE's request, the client is

required to provide all the information that BCGE needs to fulfil its legal obligations in terms of clarification, declaration or reporting.

1.11. Intellectual property

For the duration of the contract, the client has the non-transferable and 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 remain with BCGE or third parties duly authorised by the latter. If the Client infringes the intellectual property rights of third parties and BCGE suffers damage as a result of this infringement, the client is obliged to compensate BCGE.

1.11. Changes to services and blocking access

The BCGE may modify, update or develop the services at any time. In addition, BCGE may fully or partially discontinue the operation of the BCGE TWINT app or the client's access to the BCGE TWINT app at any time and without prior notice (e.g. if the client does not use a valid mobile number or uses an unregistered SIM card), or limit its availability for technical or legal reasons (e.g. due to legal or regulatory requirements, by order of the authorities or for security reasons).

2. Payment function

2.1. Specifying a bank account

When registering, the client 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 currencies.

2.2. Limits

For payments to other TWINT users (hereinafter referred to as "P2P payments") or to a shop or online retailer (hereinafter referred to as "P2M payments"), clients shall be subject to limits for the use of the BCGE TWINT app.

For the registration, the client has 5 days to authenticate himself using the QR Code received by post 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 CHF 200.

Once the QR code scanned, the default limit for sending and receiving money on a P2P basis is set at CHF 1,000 per transaction, CHF 2,000 per day and CHF 4,000 per month.

The default limit for P2M transactions is set at CHF 2,000 per transaction, CHF 5,000 per day and CHF 5,000 per month.

These limits may be reduced for regulatory or security reasons by BCGE. The client may only 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

If a client wishes to make a digital payment via the BCGE TWINT app at a point of sale (hereinafter referred to as a "POS") of a retailer, or by adding the TWINT payment method, the TWINT system establishes a connection between the client's BCGE TWINT app and the retailer concerned. Thanks to his smartphone and the crediting of his BCGE TWINT reference account, the client can make payments immediately to appropriately equipped retailers. The actual establishment of this connection between the POS and the BCGE TWINT app differs according to the type of POS:

Retailer checkout using a TWINT terminal (technical installation at the POS that enables a connection and the exchange of data between the client's smartphone and the POS);

Entering a code displayed at a POS or scanning 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 client has authorised in BCGE TWINT. This would apply, for example, if the client has registered with an online retailer that has registered an automatic payment or a recurring payment via BCGE TWINT;

In an app: automatic set-up of a connection at the initiative of the client;

At vending machines: same as the checkout and online.

The POS informs the TWINT system of the amount to be debited. The TWINT system then sends a payment request to the client's BCGE TWINT app. The client is free to choose in the parameters of the BCGE TWINT app the amount from which a payment can be made a) automatically or b) after he has expressly confirmed it ("OK" button). Payments cannot exceed the amount specified by the client. Clients can change these amounts and save them in the BCGE TWINT app. Once the client has authorised the payment, the validated amount is debited directly from the reference account indicated in the BCGE TWINT app.

However, this choice is not possible when making payments via a retailer's application (hereafter referred to as "Adding the TWINT means of payment"), as the client authorises them globally (i. e. regardless of the amount). In this case, the payment is made automatically according to the process defined by the retailer in his application. Once the client has authorised the payment, the validated amount is debited directly from the reference account indicated 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 favour of the retailer and the funds shall be transferred to the retailer's account. The client can adjust the limits saved in the BCGE TWINT app at any time by changing the settings.

Adding the TWINT payment method to a retailer is done through an activation process in the retailer's application. With this activation, the client authorises the retailer to debit his chosen reference account in his BCGE TWINT app, without the client having to explicitly validate each payment in the BCGE TWINT app. The client may at any time cancel this authorisation in favour of the retailer in his BCGE TWINT app. Registrations that have expired or are disabled can be renewed by the client at any time, but only in the retailer's application.

When making P2P payments, the smartphone number of another TWINT client can also be used to find it. Provided that the client has validated access accordingly, BCGE can access the contacts recorded in the paying client's smartphone for 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

The client acknowledges all payments debited from his reference account and made for the purchase of goods and services via the BCGE TWINT app installed on his smartphone, and which have been registered as payments in the app. Any payment ordered via TWINT shall immediately be debited from the client's reference account, and it will then be impossible to reverse or reimburse the amount of the order, subject to section 1.6. BCGE is not obliged to execute or process transactions that contravene the applicable law or the prescriptions of the competent authorities, that do not comply with the internal and external rules with which BCGE would be bound (e.g. provisions relating to money laundering) or that could damage its reputation. BCGE shall not be held liable for any delays in executing BCGE TWINT services due to 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 recipient of the payment, BCGE shall credit the amount back to the same reference account. Any costs incurred shall be borne by the client. If the client's reference account cannot be credited (e.g. because of statutory or regulatory provisions, rules laid down by the authorities, or closed account), BCGE may, at its own discretion, delete the registration the client's BCGE TWINT app. In all cases, the client will make every effort to resolve the situation, if necessary in collaboration with BCGE. 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 the bank account of the intended recipient. Since other financial service providers are offering their own TWINT apps, BCGE shall be authorised to send data from the client'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 client to an intended recipient who has not yet signed up to the TWINT system, the latter shall be informed by the client via a text message inviting him 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 using the standard procedure. If the intended recipient does not register during that period, BCGE shall cancel the hold on the relevant amount in the client's reference account, and the account's available balance

shall be updated accordingly. Until the recipient of the payment subscribes to the TWINT service, the BCGE TWINT client has the option of cancelling his payment order. In this case, BCGE deletes the hold put on the BCGE TWINT client's account, and the available balance on the account is updated accordingly. By using the "image" or "message" functions in transactions via the TWINT system, the BCGE TWINT client undertakes to comply with the relevant Swiss laws. Failing this, BCGE may block access to BCGE TWINT in accordance with article 2.6 below. If the client disputes a debit for a payment that has not been made, the client must contact the BCGE within 30 days. In other cases, in particular for undelivered goods and services, the client should first contact the retailer concerned to clarify the situation and obtain, if necessary, proof that the retailer has refused to reimburse the client if the client considers this to be unjustified. After having clarified the circumstances, and if the client considers that the retailer has acted wrongfully towards him, he must write a letter of complaint to BCGE and must provide, if necessary, proof enabling BCGE to initiate the complaint 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 costs for issuing TWINT and executing transactions. The client is aware of and accept this procedure and therefore has no claim to this potential income.

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

The client can ask 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 cancelled. If the client wishes, he can request the blocking/unblocking of his access to the BCGE TWINT system by contacting the Online Banking service by telephone or via his adviser. If the Client suspects that a third party is in possession of his PIN/password, he must immediately change it and report it to BCGE via his adviser, Online Banking, the BCGE Netbanking secure messaging system or, if necessary, by going to a branch. If the smartphone is lost, there is a risk of illegal use of the services by an unauthorised third party. The client is obliged to request the blocking of his BCGE TWINT account with BCGE immediately. Unless such steps are taken immediately, the client shall bear the consequences of any unlawful use of their BCGE TWINT account. In particular, BCGE may block access to BCGE TWINT if there is good reason to suspect unlawful use of the "image" or "message" functions of the BCGE TWINT app. BCGE may encourage the client to ensure that his use of these functions complies with the prevailing laws as well as 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 are free of charge for the client.

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. If fees are debited, the client will be informed transparently and directly prior to making use of the option to charge fees in BCGE TWINT. Changes to fees and the introduction of new fees shall be communicated to the client in the BCGE TWINT app or through any other communication method that the client has authorised. Such changes shall be deemed to have been accepted if the client does not terminate the agreement or delete the BCGE TWINT app from his 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 a maximum of 180 days.

3. Added-value services

3.1. Mobile marketing campaigns

3.1.1. Presentation of campaigns

BCGE may present coupons, client loyalty cards, and other campaigns (hereinafter referred to as “campaigns”) to clients 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 clients. These campaigns can thus be presented to all clients. The presentation, display, management, and redemption of third-party-provider campaigns requires that clients give their express consent for this in the BCGE TWINT app (opt-in) and explicitly accept the presentation of such offers from third parties. The client revoke this consent in the BCGE TWINT app at any time. If the client revokes his consent, he will no longer receive offers from third parties and all activated discounts and benefits will be lost. Loyalty points collected by the client as well as current vouchers will therefore become 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, offers are automatically used by the client when paying via the BCGE TWINT app, without the client having to intervene. In some cases, however, the client may be required to present a campaign to the retailer via the BCGE TWINT app or enter the campaign himself at a terminal, online retailer, or mobleshop. Such cases shall be noted accordingly as part of the campaign. Certain campaigns must be activated in advance by clients 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 the client is 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 clients after the payment is made in the form of a cash-back credit. TWINT AG shall be authorised to delay the payment of a cash-back credit until it totals CHF 10 or more. The client will be informed about their current cash-back credit balance in the BCGE TWINT app.

3.1.3. Sharing of campaigns

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

3.2. Client loyalty cards

Clients shall have the option to save or activate selected employee ID cards, client loyalty programmes, and other incentive-based offers from third-party providers (hereinafter referred to as “client loyalty cards”) in the BCGE TWINT app. Saved or activated client loyalty cards can be removed from the BCGE TWINT app by the client at any time. BCGE shall be authorised to remove saved client loyalty cards from the BCGE TWINT app if a client loyalty card expires or the client loyalty card in question is generally no longer available to be saved in the BCGE TWINT app. Clients acknowledge that the benefits associated with the use of certain client loyalty cards shall be presented directly in the BCGE TWINT app in the form of campaigns. The client shall receive such campaigns only if they have provided their prior consent for the presentation of third-party campaigns by an opt-in (see section 3.1.1).

3.3. Other added-value services

In addition to campaigns and client 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, client loyalty cards, and any other added-value services in the BCGE TWINT app. BCGE shall have no influence on the fulfilment 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 client 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 endeavour to ensure that value-added services can be used reliably and without interruption 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, the client 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, the client is informed about 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 with its head office in Zurich (hereinafter referred to as "TWINT AG"), Swisscom SA, a company with its head office in Ittigen (hereinafter referred to as "Swisscom") and SIX Payment Services SA, a company with its head office 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 client 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 clients' personal data. A client's personal data includes his first and last name, place of residence, date of birth, and banking relationships, including the account numbers that are debited and credited. BCGE shall be responsible vis-à-vis the client for ensuring that data is 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, client loyalty cards and other added-value services via the BCGE TWINT app, where the client 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 distribution, display, management, and use of added-value services offered only by third parties requires the client to opt in, i.e. give his explicit consent, in the BCGE TWINT app and thus the client expressly agrees to receive these offers from third parties and allows the transmission of some of his personal data in order to use the added-value services offered by these third parties. The client can opt out of added-value services offered by third parties at any time. By registering on the BCGE TWINT app, the Client is aware and agrees that the circumstances of the business relationship and the basic data (e.g. surname, first name, domicile, age, gender, etc.) may be communicated by BCGE to TWINT AG and/or its other partners insofar as the provision of the BCGE TWINT and the added-value services offered by third parties so requires. The client also agrees that his 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, the client is duly informed about the collection, processing, disclosure, and use of his data when installing and using the BCGE TWINT app, and he agrees to this procedure.

4.2. Involvement of third parties

The client expressly agrees that BCGE and TWINT AG may involve third parties (e.g. payment service providers) for the provision of their services and that, where necessary, client 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 is forbidden for third parties to use the data for their own purposes. BCGE shall assume responsibility vis-à-vis the client for ensuring that his data is handled in compliance with Swiss data protection legislation and regulations.

4.3. Use of a client's personal data for the BCGE TWINT app and its services

When the client registers via the BCGE TWINT app, he must select a reference account as indicated in section 2.1. above. In order for TWINT AG and other BCGE partners to be able to process the client's payments and offer value-added services from third parties in the event of an opt-in by the client, the client's personal data must also be entered in the TWINT system after registration in the BCGE TWINT app. To this end, BCGE sends TWINT AG and its other partners the following personal data about the client: surname, first name, domicile, nationality, date of birth, gender and smartphone number.

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

When a client makes payments using the BCGE TWINT app at a retailer's POS, a connection shall be established between the client'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. Neither does BCGE receive the contents of the basket. Without the client's express consent, BCGE and TWINT AG will not transmit any personal data to the retailer involved and/or to third parties, unless the transfer is regulated in accordance with sections 4.5 or 4.6.

4.5. Registering client loyalty cards

The client has the possibility to register or activate, directly on the BCGE TWINT app, physical or purely digital client loyalty cards of various retailers. If he wishes to do so, he must make the necessary adjustments and entries.

By registering or activating his client loyalty card on the BCGE TWINT app, the client gives his express agreement to the use of his client card. These cards are then automatically included in the payment process via the BCGE TWINT app, insofar as this has been made technically possible by the issuer of the card concerned. The client can deactivate the use of his client card in the BCGE TWINT app at any time. The payment process takes place in accordance with sections 2.3. and 2.4. If a client loyalty card is registered in the BCGE TWINT app and a payment is made using the BCGE TWINT app resulting in a client gaining a benefit from the use of the client loyalty card (points, discounts, etc.), the issuer of the client loyalty card or a third party duly authorised by it receives the same data as when the physical card is presented. TWINT AG shall transmit the identification number of the client loyalty card to the retailer or its affiliated third party and, depending on the client 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 client loyalty card. The use of this data by the retailer shall be governed exclusively by the contractual relationship between the client and the retailer or between the client and the third party affiliated to the retailer.

4.6. Redemption of mobile marketing campaign offers

In order to allow the automatic use of offers to obtain a discount or non-cash benefit, data must be exchanged between the TWINT system and the retailer. The data transmitted depends on the system

in which the offer is used and the discount or non-cash benefit. 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 client. Here, the retailer receives the same information that it would have received had the client 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 client 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 is responsible for processing client data in accordance with the contract between the retailer and the client and for having the necessary authorisations.

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

TWINT AG collects and uses 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 client'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 the client in the BCGE TWINT app. Instead, it shall use this 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 analyse user behaviour 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. The client 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 is collected and transmitted to Google's servers in the United States when clients use the BCGE TWINT app:

Analytics ID (random value on the basis of which TWINT AG can identify the client);

Client ID (random value that identifies the device used and allows Google to summarise sent events in a device session), which, however, does not allow deductions 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).

This data is stored in the United States. Google has undertaken to use this data to compile reports on the use of the BCGE TWINT app and to provide other services relating to the use of the BCGE TWINT app. The client acknowledges that Google shall transfer this information to third parties, provided this is authorised by law or if the third parties are to process this 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 client to other Google data under any circumstances. The IP addresses are anonymised (shortened by three characters) so that they cannot be assigned to a specific client.

4.9. Personalised third-party-provider campaigns

The client can expressly provide their consent (opt-in) to BCGE for third-party-provider campaigns to be displayed to him in the BCGE TWINT app. This will in turn enable him to activate and redeem such campaigns (see also section 3.1.1). By opting in, the client also expressly agrees that TWINT AG can collect, analyse, and use data for the personalised presentation of third-party-provider campaign offers. This consent (opt-in) can be given or withdrawn (opt-out) by the client on express request at the time of installation of the BCGE TWINT app and/or subsequently at any time by modifying the parameters in the BCGE TWINT app. The client's consent allows BCGE to send him third-party-provider campaign offers that are tailored to his personal interests. The client acknowledges that third-

party-provider campaign offers can be displayed and redeemed only with an opt-in in the BCGE TWINT app. Even in the event of an opt-in by the client, BCGE and TWINT AG will not transmit any of the client's personal data to the retailer concerned and/or to third parties, unless the client has expressly agreed in the BCGE TWINT app to such transmissions (see section 4.5.). Retailers concerned by payment via the BCGE TWINT app only have access to data made anonymous.

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 made anonymous if it is 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 it is saved. If the BCGE TWINT app is not used for a period of two years, BCGE and TWINT AG shall assume that the client has deleted the BCGE TWINT app from his smartphone. In this case, the personal data saved on the BCGE TWINT app or with TWINT AG will also be deleted or made anonymous. If the client subsequently opts out of personalised offers, all coupons, loyalty cards and other offers activated in the TWINT system will be permanently deleted after 6 months or made anonymous. The client will no longer be able to benefit from any associated advantages and reductions via the BCGE TWINT app as soon as he opts out. However, the legal deadlines for longer storage periods, which must be respected by BCGE and TWINT AG, remain reserved.

4.11. Information and disclosure rights

For any questions concerning the processing of personal data, the client may contact BCGE by telephone on 058 211 21 00 or on www.bcge.ch/twint.

5. Suspension and termination of the BCGE TWINT app

The Client can delete the BCGE TWINT app at any time by using the function provided for this purpose on his smartphone. If the BCGE TWINT app is deleted, all current loyalty programmes will be closed and all activated offers will be cancelled and lost. BCGE may suspend, at its own discretion and with immediate effect, the use of the BCGE TWINT app, particularly in the event of suspicion of misuse or any other behaviour contrary to legal or regulatory provisions that jeopardise the proper functioning of the BCGE TWINT app. If the BCGE TWINT app is not used for 2 years, BCGE is entitled to deduce that the client has terminated his application and delete the client's access to BCGE TWINT in accordance with article 4.10 above.

6. Changes to the GTCs

BCGE may amend the GTCs at any time. Any changes shall be communicated to the client in advance in an appropriate manner. If the client does not agree with the changes, he may delete the BCGE TWINT app from his smartphone before the changes are implemented or expressly declare to BCGE that he renounces 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 exclusive place of jurisdiction for all types of legal proceedings and, for clients not domiciled in Switzerland, the place of prosecution is at the location of BCGE's head office in Geneva. The mandatory places of jurisdiction specified by the applicable legislation and international agreements ratified by Switzerland are reserved.. However, BCGE shall remain free to commence proceedings at the Client's domicile or before any other competent court.

8. Other applicable conditions

In all other respects, BCGE's General Conditions and the Terms and the User Conditions for BCGE-Netbanking and BCGE-Mobile Banking shall apply.