

## Conditions of use of the avantageservice.ch website

### I. Conditions of use of the website

#### Article 1 - Introduction

The Banque Cantonale de Genève (hereinafter “BCGE” or the “Bank”) offers individuals (hereinafter the “User”) the possibility of opening an account online and/or applying online for mortgage financing for real estate located in Switzerland. This website (hereinafter the “website”) also enables them to find information about the BCGE Avantage service loyalty programme and, as part of this, to contact the Bank for the purposes of purchasing Bank shares or entering into a BCGE Best of investment management mandate.

Use of this website is subject to these conditions of use. When navigating the website and/or initiating the process to open an online account or to apply for a mortgage loan, you confirm that you have read and understood and that you accept these conditions of use. If you do not accept these conditions of use, you are requested to leave this website immediately.

Any User who wishes to open an account or apply for mortgage financing for real estate located in Switzerland is invited to read these conditions of use first. In section II. “Conditions specific to opening an account online” and III. “Conditions specific to ‘Avantage service’ mortgage financing”, the User will find detailed explanations of the procedure required for these modules and how they work.

#### Article 2 - Warning

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

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

### Article 3 - Scope

These conditions of use regulate the legal relations between the website User and the Bank as far as using the website is concerned, and it must be clarified that the Bank will not consider the User as a client simply by accessing and using the website.

If the User confirms entering into a business relationship with the Bank and opening an account during the account opening process or if a mortgage loan agreement is concluded at a later stage, the contractual relations between the Client and the Bank shall be governed by the agreed contractual provisions as well as the Bank’s General Conditions.

### II. Conditions specific to opening an account online

Only individuals of legal majority who are not already clients of the Bank may open an account with BCGE online. Holders of a diplomatic passport may only enter into a business relationship with the Bank by presenting themselves at one of its branches in person.

**Furthermore, only individuals residing in Switzerland may open an account online. Residents of all other countries may not open an account online and should refrain from using this website.**

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

### Article 4 - Steps in the account opening process

The account opening process consists of the following steps:

#### 1. Entry of personal data

The User must complete this step in a single session, any unsaved data entered will be lost.

At the end of this step, the User can choose to verify his/her identity and sign the contractual documentation online or to go to a branch to do so. If the User chooses to verify his/her identity online, he/she must begin this step within 48 hours. Otherwise, he/she will be required to start the data entry procedure again.

The data entered online is transmitted to the Bank. However, transmitting this data does not necessarily

bring about the conclusion of any contract between the User and the Bank.

## 2. Online identification

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

To carry out online identity verification, the User must have access to a computer connected to the Internet and equipped with a video function and microphone. During the video transmission, Swisscom will take photographs of the User as well as all relevant pages of the User's identity document; in particular, Swisscom will verify that the photographs of the User match the photograph on the identity document.

Identification will be carried out by sending a transaction number (TAN) to the User's mobile telephone to serve as a unique password for identity verification purposes. The User must confirm this number.

Once the identification procedure is complete, the User can proceed immediately with the online signature of contracts. Alternatively, he/she may wait up to 48 hours. After this point, he/she will have to restart the entire procedure (including entering personal data) from the beginning.

## 3. Online signature of contracts

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

An electronic certificate may only be issued once the User's identity has been verified.

After the Bank has sent Swisscom the contractual documentation regarding opening an account in PGF/A format, it will be submitted to the User so that he/she can read it and decide whether to sign the document electronically.

Once the User has indicated his/her wish to create an electronic signature for the document submitted to him/her by entering a one-time password that Swisscom will have sent to his/her mobile telephone, Swisscom will issue an advanced electronic signature with the following characteristics:

- it is linked only to the User and can be used to identify him/her, and
- it is linked to the document to which it relates in such a way that any subsequent modification of the document will be detectable.

Once the advanced electronic signature of the documents has been completed, the electronic certificate will form part of the electronic signature and will be carried over into the corresponding PDF document. The electronic certificate includes the number of the identity document presented during

the identification procedure, the mobile number of the User and the date on which the certificate/signature was created.

Anyone in possession of the electronically signed PDF file may consult the certificate data at any time. Third parties can thus verify the data on the User who has signed the document and verify that the certification of this data and the signing operation originated from Swisscom.

Once the signature operation is complete, Swisscom will send the Bank the documents signed electronically by the User. Swisscom will not keep any copies of the electronically signed documents and will not transmit any copies to the User (the User may download them online or via their Netbanking account, where the Bank will make a copy of the contractual documents available to him/her). After the signature process, Swisscom will also send the data relating to the identification procedure to the Bank and delete this from its own systems. However, Swisscom will keep the data relating to the electronic certificate and the signature process. This guarantees that the accuracy of the electronically signed document will be able to be traced for ten years after its creation.

The certificates issued by Swisscom have a short validity period and may only be used for a single signature procedure; in other words, they may not be reused for other electronic signatures.

## Article 5 - User declarations

In order for Swisscom to arrange online identification and the online signature of contracts, the User hereby declares:

- that he/she accepts that the Bank will send Swisscom the necessary data and the documents to be signed and that, to this end, they release the Bank from its banking secrecy obligations to the extent required to verify their identity online and sign their contracts online ;
- that he/she confirms that all the data and information provided during the identification procedure are correct.

## Article 6 - Costs

There is no charge to the User for opening an account online.

However, the fees for communication and transmission charged by the User's Internet provider must be borne by the User.

### **III. Conditions specific to “Avantage Service” mortgage financing**

#### **Article 7 - Benefits of the “Avantage Service” mortgage financing module**

If the User's application for financing meets the conditions set by the Bank, then the latter will directly submit a *financing offer* to the former. This offer is firm and binding on the Bank for the period of time indicated in the offer. Conclusion of the financing agreement depends only on acceptance by the User. The User is free to accept the offer or to ignore it. Once generated, the offer can no longer be “cancelled” or “deleted”; if the User does not accept it, it simply becomes null and void when the acceptance period expires.

If the User fails to meet all the required conditions to obtain an online offer, he/she can still use the BCGE “Avantage Service” module to prepare *an application for financing* online provided that he/she meets the conditions. He/she is then guided in the preparation of the application for mortgage financing to be submitted to the Bank. The Bank remains at liberty to accept or to refuse the application for financing.

#### **Article 8 - Simulation exercises**

The module allows the User to perform simulation exercises which inform him/her about his/her eligibility to obtain an offer of mortgage financing online or to prepare an application for financing online. After entering several key data items (such as, specifically, the amount of the financing, the purchase price of the real estate for which the financing is being sought, the type of interest rate and term of the loan, income, etc.), the website will inform the User as follows:

- i) The User is a priori eligible to apply for an online offer. The website displays an indicative rate. However, only the preparation of the offer, which takes into account all relevant parameters, is decisive and only the offer generated at the end of the process binds the Bank. If several of the parameters are not taken into account in the simulation, but only when the offer is generated, it is possible that during the preparation of the online offer the User no longer fulfils the conditions for obtaining an online offer. The Bank does not guarantee that it will submit an online offer.
- ii) The User is not a priori eligible to apply for an online offer, but may use the website to prepare an application for financing online which he/she may then submit to the Bank. The website displays an indicative rate which is not binding for the Bank.
- iii) The User's application is outside of the intended scope and is not eligible either for applying for an online offer or for preparing an application for financing online.

#### **Article 9 - Creation of a User account and duration of the account's validity**

In order to request an offer of financing online or an application for financing online, the User must first create a User account by giving an electronic address and by deciding on a password that meets the security criteria imposed by the Bank; the User must then expressly accept these conditions of use.

The creation of a User account allows the User to generate a mortgage offer online or prepare an application form for mortgage financing which he/she may then transmit to the Bank. Once the account has been created, the User may start the process of preparing an online offer or an application for mortgage financing. He/she may interrupt the session and continue later without the data being deleted. However, an account that has not been used for more than 60 calendar days is deactivated and cannot be reactivated. If the User wishes to generate a new offer, he/she must create a new account. It is not possible otherwise to “delete” or “cancel” an open account.

#### **Article 10 - Absence of recommendations or advice**

The User generates an online offer or an application for financing online on his/her own initiative. The availability of the website does not constitute a recommendation by the Bank for the proposed mortgage products. Any advice of a technical or procedural nature in relation to the preparation of an offer is given exclusively via the means of communication indicated below. The User is requested to carefully read these conditions of use as well as the information given on the website. He/she is deemed to have read, understood and accepted these conditions and information.

#### **Article 11 - Preparation of an online offer, acceptance**

The Bank's Internet website allows the User to generate a mortgage loan offer that binds the Bank for the period of time indicated in the offer.

The User's attention is expressly drawn to the fact that no manual correction may be made to the mortgage loan offer in the form of a hard copy submitted to the Bank. If the User wishes to correct an error relating to a non-essential element of the agreement (for instance, errors in spelling or in an address, etc.) they must indicate the desired correction via the means of communication provided.

In addition, if the User generates a new mortgage loan offer, it then automatically cancels and replaces the preceding offer (even if the User has already printed out the previous offer in hard copy).

The User accepts the offer by signing it and sending it by post to the Bank, accompanied by all the required documents within the deadline.

## Article 12 - Mortgage agreement subject to conditions precedent

The mortgage agreement entered into by the User is expressly subject to the fulfilment of the conditions precedent listed in the agreement. It only becomes effective when all the conditions, without exception, have been met and verified by the Bank.

The User's attention is, in particular, drawn to the fact that all the documents required by the Bank must be provided and that all information given must be complete and correct.

## Article 13 - Binding nature

The User's attention is also expressly drawn to the binding nature of the mortgage agreement once it has been accepted and submitted to the Bank. The agreement contains information on the consequences of an agreement that has come about.

## Article 14 - Communications

The User may submit questions of a technical or procedural nature by making contact with the Bank as follows:

- i) He/she may call an Adviser during the opening hours of the online banking service by using the number indicated on the website ;
- ii) He/she may request to be called by the Adviser; the time slots during which an Adviser may call are indicated on the website ;
- iii) He/she may "chat" online with an Adviser during the opening hours of the online banking service ;
- iv) He/she may use the website's messaging service to submit questions to the Bank. The responses will be sent to them by e-mail.

After the conclusion of a mortgage financing agreement, the User may contact the Bank at any time by using the website's messaging service even if his/her account is no longer active.

## IV. Use of the website

### Article 15 - Risks related to use of the Internet

It is not possible to fully guarantee the security and confidentiality of electronic transmissions. The User acknowledges and accepts the following risks:

- Swiss law, in particular regulations relating to banking secrecy, is limited to Swiss territory. Data transmitted from or to a foreign country is therefore not covered by banking secrecy.
- Communications go through the Internet, which is an open network accessible to everyone. The transmission of data and information via the Internet is generally cross-border and not controlled even if the sender and the recipient are in Switzerland. Communications are

encrypted but not the identity of the sender or the recipient.

- When the User is connected to the Internet and accesses the Bank's website, its Internet access provider or other Internet participants may identify the contacts between the User and the Bank, and by doing so may establish that there is a banking relationship.

## Article 16 - Conduct on the Internet

Internet browsing and the use of technical tools (computer, mobile phone, tablet, etc.) entails security risks. Fraudulent techniques are constantly evolving and it has become imperative to protect oneself against these by remaining vigilant and adopting systematic precautionary behaviour. For this purpose, the Bank has collected useful information and recommendations to implement under the heading "Security and Prevention" on its website ([www.bcge.ch](http://www.bcge.ch)). The latter are intended to protect the User's data which must remain personal and confidential. There, the User will find preventive measures to be taken against cyber attacks, attempts at fraud and scams. This information will help to identify the warning signals and adopt the appropriate behavior in the face of suspicious factors which may cause damage to the User or his/her family members, such as attempts at identity theft, phishing, hijacking of user IDs, sessions, passwords or data, and, in particular, social engineering.

## Article 17 - Linked websites

The Bank does not assume any responsibility for the contents of other websites linked with or to this website.

## Article 18 - Exclusion of guarantee

The Bank does not guarantee the accuracy, completeness or updating of information appearing on this website. It reserves the right to modify this at any time and without prior notice.

Insofar as it is not possible to fully guarantee the security or reliability of Internet transmissions, the Bank does not guarantee error-free data transmission, nor does it guarantee that the information appearing on the website has not been altered as the result of technical failures, disturbances or interference from unauthorised third parties on the Internet network.

The Bank takes measures to ensure that the website's content does not contain computer viruses, but Users must take all necessary measures to protect their computer, including the installation of a virus detection programme that is regularly updated, as well as the backup of their computer data. The Bank does not assume any responsibility for damage the Users may suffer while visiting the website due to their failure to take these basic precautions.



To the extent authorised by law, the Bank (or its directors, employees or agents) will not be liable to any person for any direct or indirect damages, costs or damages of any kind whatsoever, whether contractual or tort, including negligence, resulting from use of this website or from the inability to access or use the website.

### **Article 19 - Copyright**

All material on this website is the exclusive property of the Bank, subject to third-party rights. The website is intended for strictly personal use. Any copy, reproduction or use of photos, illustrations and graphic images as well as any reproduction of any page displayed on the website, in addition to any copy or download, in full or in part, of texts quoted on this website, is strictly prohibited unless the rightful owner has given express written authorisation.

Any reproduction or use whatsoever of trademarks in textual or visual form, or a combination of both (particularly logos) registered by the Bank or of which the Bank is the beneficiary holder are also prohibited, unless the rightful owner has given express written authorisation.

“BCGE” and “Banque Cantonale de Genève”, etc., are registered trademarks of the Bank.

### **Article 20 - Restrictions on use**

The Bank reserves the right, at its sole discretion and without giving any reasons whatsoever, to prohibit access to its website by Users who might make improper or inappropriate use of it.

### **Article 21 - Modifications to the conditions of use of this website**

The Bank reserves the right to modify these conditions of use at any time and without prior notice. The User is responsible for consulting the conditions of use in force before using the website in any way. By consulting and using this website, the User expressly accepts these conditions of use.

## **V. Internet charter: handling of personal data**

### **Article 22 - General policy of the Bank**

The Bank is aware of the importance of keeping strictly confidential the data provided to it online concerning the User visiting its website.

The Bank encourages the User to read this Charter on the respect of private life (hereinafter referred to as "the Charter") in order to be informed about how the Bank collects, uses and protects the personal information that the

User provides through the Bank's website or that may be consulted by the rightful owners.

### **Article 23 - Recording of personal data**

The Bank may use cookies on its website in order to provide the User with a personalised welcome that takes into account his/her usage habits and to protect his/her personal data. The cookies may also enable the Bank to ensure preventive security for its website and for the User's data (in particular, by means of information relating to the server to which the User is connected).

The Bank stores certain information from the User's computer using the website (browser used, the computer's operating system, etc.) as well as the IP address of its visitors (the IP address consists of a series of numbers assigned automatically to the User's computer by his/her access provider or by his/her company's Internet server at the beginning of each session on the Internet). The Bank's purpose in collecting this data is to collect information regarding the use and performance of its website.

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

The information required by the Bank when preparing the online offer is limited to information required to enable the Bank to generate the offer requested by the User.

### **Article 24 - Use of personal data**

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

The Bank may use the User's e-mail address in order to inform him/her of its products and services likely to be of interest. The User reserves the right to unsubscribe from these mailings at any time.

### **Article 25 - Disclosure of personal data - Confidentiality**

With the exception of Swisscom and only insofar as necessary for the identification and online contract signing procedure, the Bank shall not disclose the personal data that it holds to its branches or to any other third party for any reason whatsoever and in whatever form. The Bank however reserves the right to manage its statistics on the basis of such non-banking data, and to make the results accessible to the public; in this case, this data will be presented in a form that is strictly anonymous and aggregated, thus making it impossible to identify the specific individuals concerned.

## Article 26 - Possible transmission abroad

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

## Article 27 - Right of access and correction

In accordance with the Federal Act on Data Protection of 19 June 1992, any interested party may request, by sending a signed written request to the Bank, that his or her personal data be communicated to him or her by post; if such data is no longer up to date or proves inaccurate or incomplete, the interested party may thus request the Bank to modify the data concerning him or her accordingly. He/she may also request its deletion at any time, subject to other legal considerations.

## Article 28 - Disclaimer clause

The Bank shall not be liable for any failure by the User to comply adequately with its general security instructions (such as the User installing a regularly updated anti-virus programme). Failure to comply with these provisions may make the User liable to the Bank and its clients if the User's behaviour results in a breach of the security measures implemented on the Bank's website.

The Bank is not responsible for any inaccuracy relating to personal data if these errors are due to an erroneous indication by the User. In the event of inaccuracy due to other causes, the Bank's responsibility is limited solely to granting the User the right to access and to correct personal data, as described in the section entitled "Right of access and correction".

While it is committed to doing everything possible to protect personal data, the Bank is not responsible for the security of personal data transmitted to it over the Internet to the extent that it is not possible to fully guarantee the security of transmissions over the Internet. This information is communicated at the User's own risk. On the other hand, the Bank will do everything within its power to ensure the confidentiality of these transmissions as soon as they have been entered into its system.

Except in the event of fraud or gross negligence, the Bank may not be held liable for any direct, indirect, incidental, specific or consequential damages including but not limited to damages for loss of income, loss of clients, of use, data or other intangible losses (even if the Bank had been warned of the possibility of such damages) resulting from access to the website; downloading or the downloading of any content on its website; its use or inability to use it; or it being

unavailable; the cost of purchase of replacement goods or services resulting from any goods, data, information or services purchased or obtained, messages received or operations executed through the website or from the website; unauthorised access to data transmissions, their alteration, loss or destruction; statements or the conduct of any third party on the website; the results of the website, any websites linked to it and any documents published on them; or for any other question relating to the website.

The User agrees that regardless of any statute or law to the contrary, any complaint or grounds for action resulting from or related to the use of the website must be filed within one (1) year after such a complaint or grounds for action arose.

## VI. Applicable law and place of jurisdiction

The law applying to these conditions of use is Swiss law excluding its conflict of laws provisions.

The place of jurisdiction for all disputes relating to the website or resulting from its use is Geneva.

## Article 29 - Contact address

Should you require further information on this website, please send an e-mail to the following address: [contact@avantageservice.ch](mailto:contact@avantageservice.ch).

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

Banque Cantonale de Genève  
avantageservice.ch  
Case postale 2251  
CH-1211 Geneva 2,

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

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