

## GENERAL TERMS AND CONDITIONS

for the use of the State of Geneva's electronic payment solution by credit card

### 1. General terms and conditions

These general terms and conditions govern the use of the State of Geneva's electronic credit card payment solution.

Any use of the State of Geneva (hereinafter: GVA) website for the payment of GVA invoices by credit card implies express and unreserved acceptance of these general terms and conditions.

### 2. Payment solution

GVA provides an electronic payment solution by credit card on its e-Démarche website.

### 3. Payment amount

Payment by credit card is only possible for invoices of CHF 1,000 (one thousand Swiss francs) or less. The amount to be paid must correspond exactly to the amount stated on the invoice.

### 4. Procedure

After carefully filling in the online form or scanning the QR-Code on their invoice, users must follow the on-screen instructions. In particular, they confirm that they have read and accept these general terms and conditions.

The user must also enter the financial information required for payment. The invoice can be paid by: Visa or MasterCard, PostCard or TWINT.

The limit on the credit card used must be sufficient to cover the amount of the invoice to be paid.

Once the payment has been accepted, a confirmation screen will appear, and a receipt will be sent automatically to the e-mail address previously indicated by the user.

At the end of the day, the invoice receipt is sent to the department in charge.

If the payment is rejected, the user will be informed at the e-mail address previously indicated and the card used for payment will be re-credited. In such a case, the invoice due to GVA remains open.

### 5. Availability of the payment solution

GVA endeavors to maintain maximum availability of the website, but is under no obligation to do so at all times. Access may therefore be interrupted for technical reasons, including network failure, maintenance or any other reason.

GVA is in no way responsible for any damage, direct or indirect, suffered by the user or any third party as a result of the unavailability of the site.

## **6. Payment solution security**

GVA is committed to offer a secure, certified payment solution that complies with the recommendations regarding the information conveyed during online payments (<https://pcisecuritystandards.org>). In order to protect users against possible intrusion and abuse, information relating to the credit card used is not recorded on GVA's servers.

GVA cannot be held responsible for the abusive or usurped use of a credit card.

## **7. Anomalies**

If the connection fails or is interrupted, a message will be displayed informing the user that the process has been unsuccessful. It is then up to the user to repeat the process as often as necessary to see the screen confirming successful payment. All anomalies due to internal technical problems generate internal incident files which are processed by the relevant office. If necessary, the office will contact the user affected by the problem. In the event of a problem, the user can also send an e-mail or letter (see Contacts).

## **8. Data protection**

In accordance with Article 13 of the Swiss Federal Constitution and data protection legislation, personal data provided when using the GVA website is treated confidentially and used only for the purposes of online payment. It will only be passed on to third parties insofar as this is essential for the correct processing of the payment.

## **9. Disclaimer**

The user is solely responsible for any data entry or connection errors as well as any technical failure for which he/she is responsible.

GVA cannot be held responsible for technical problems beyond its control, such as communication problems attributable to the user's Internet service provider or to problems with the user's hardware (e.g. computer, laptop, telephone, infected with viruses, spam, etc.). The user acknowledges that he/she is aware of and accepts the technical constraints and limits of the Internet network, particularly in terms of data and information transmission, as well as the risks of data corruption.

The responsibility of GVA is excluded in its entirety for material or immaterial damage, direct or indirect, such as loss of earnings, damage resulting from loss of data, damage suffered in connection with completed, partially completed or incomplete transactions, which may arise in particular during access to the site or its use, following inability to access it, refusal of payment or failure to validate a step.

## **10. Changes to the general terms and conditions**

GVA reserves the right to modify these general terms and conditions at any time, in particular when circumstances so justify.

## **11. Place of jurisdiction and applicable law**

Any litigation arising from the application or interpretation of these General Terms and Conditions shall be submitted to the exclusive competence of the Court of the Republic and Canton of Geneva. Appeal to the Swiss supreme Court is reserved.

The proper law of these General Terms and Conditions shall be Swiss law.

## **12. Contacts**

Postal address: State of Geneva - General Treasury, rue du Stand 26, 1211 Geneva 3  
E-mail address: [info.tresorerie@etat.ge.ch](mailto:info.tresorerie@etat.ge.ch)