

GENERAL TERMS AND CONDITIONS

relating to the use of the electronic payment solution by credit card
for invoices issued by the Republic and Canton of Geneva

1. General provisions

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.

These general terms and conditions govern the use of the electronic payment solution for invoices issued by the Republic and Canton of Geneva (hereinafter: State of Geneva) by credit card.

Any use of the State of Geneva's website for the payment of invoices by credit card implies the express and unreserved acceptance of these general terms and conditions.

In addition, the general terms and conditions of use for "e-Démarche" and my "e-Démarche" space available on the official website of the State of Geneva also apply.

2. Provision of the payment solution

The State of Geneva provides an electronic solution for paying its invoices by credit card on the e-Démarche section of its website.

3. Payment amount

The amount to be paid must correspond exactly to the amount stated on the invoice.

Payment by credit card can only be made for invoices totaling CHF 1,000 (one thousand Swiss francs) or less.

4. Procedure

After carefully completing the online form or scanning the QR code on their invoice, users must follow the instructions on the screen. In particular, they must 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, MasterCard, or TWINT.

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

Once the payment has been accepted, a confirmation screen is displayed and a receipt is automatically sent to the email address previously provided by the user.

At the end of the day, the invoice payment is sent to the relevant department.

If the payment is rejected, the user is notified at the email address provided and the card used for payment will be re-credited. In this case, the invoice owed to the State of Geneva remains open.

5. Availability of the payment solution

The State of Geneva 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.

6. Payment solution security

The State of Geneva is committed to offering a secure, certified payment solution that complies with recommendations relating to information transmitted during online payments (<https://pcisecuritystandards.org>). To protect users against potential intrusion and abuse, information relating to the credit card used is not stored on the State of Geneva's servers.

7. Anomalies

In the event of a connection failure or interruption, a message will be displayed informing the user that their request has not been successful. It is then up to the user to repeat the process as many times as necessary until the screen confirming successful payment is displayed. All anomalies due to internal technical problems within the State of Geneva generate internal incident files that are handled by the relevant office. If necessary, the office will contact the user affected by the anomaly. In the event of a problem, the user may also send an email or letter (see 12. Contacts).

8. Data protection

The State of Geneva undertakes to comply with the provisions of Swiss data protection legislation, in particular the Federal Act on Data Protection and its Ordinance, as well as the Cantonal Act on Public Information, Access to Documents and the Protection of Personal Data. In this context, personal data communicated when using the State of Geneva website is treated confidentially and used only in connection with online payment procedures. It is only transmitted to third parties to the extent that it is essential for the proper execution of the payment.

9. Disclaimer

The State of Geneva shall not be liable for any loss or damage suffered by users or any third party as a result of using the State of Geneva's payment solution, and in particular:

- Due to transmission errors, malfunctions or technical failures, breakdowns, and illegal access or intrusions into the computer system;
- In the event of misuse or fraudulent use of a credit card;
- In the event of violation by users of these terms and conditions or applicable laws;
- Due to malfunction of the computer equipment used;
- Due to malfunctions, interruptions, saturation of the computer systems or networks concerned, or unavailability of the site (e.g., for technical reasons, in the event of a network failure, site maintenance, etc.);
- Due to completed, partially completed, or uncompleted transactions, or transactions processed late, refusal of payment, failure to validate a procedure, etc.;
- Due to acts or omissions by third parties;

unless such losses or damages result from fraud or gross negligence on the part of the State of Geneva.

Within the limits of legal requirements, the State of Geneva declines all responsibility for any damage or loss (including material damage, immaterial damage, direct damage, indirect damage, loss of earnings, loss of data, etc.).

The user is solely responsible for any errors made when entering data or logging in, as well as for any technical failures for which they are responsible.

The user also acknowledges and accepts the technical constraints and limitations of the Internet, particularly with regard to data and information transmission, as well as the risks of data breaches.

10. Changes to the general terms and conditions

The State of Geneva reserves the right to change these terms and conditions at any time.

11. Place of jurisdiction and applicable law

Any dispute relating to the execution or interpretation of these general terms and conditions or to the use of the State of Geneva's payment solution shall fall within the jurisdiction of the courts of the Canton of Geneva, subject to appeal to the Swiss supreme Court.

Swiss law shall apply.

12. Contacts

Postal address: State of Geneva - General Treasury, rue du Stand 26, 1211 Geneva 3
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