

# BKW Online Customer Centre



## Art. 1 Scope

- 1.1 These Terms of Use apply to use of the Online Customer Centre of BKW Energie AG (hereinafter «BKW») and offers and services provided via the Online Customer Centre.
- 1.2 The Online Customer Centre is available to all BKW customers. However, use of offers and services depends on the consumption category and the business relationship with BKW. Unrestricted availability of all services across all consumption categories and business relationships cannot be guaranteed.

## Art. 2 Correspondence

The customer declares that they agree to electronic correspondence, communications, declarations, etc. from BKW in the future via the email address stored in the system, which may include offers and invoices, or electricity tariff communications.

## Art. 3 Scope of use

- 3.1 The services available in the Online Customer Centre include, but are not limited to:
  - Management of customer data
  - Access to information; e.g. consumption data, invoices, etc.
  - Ordering of products and services
  - Additional services based on special contractual agreements
- 3.2 The BKW reserves the right to change the content of the Online Customer Centre and the scope of services at any time, and/or to adapt it to technical and legal developments.
- 3.3 If the consumption category or the business relationship changes, certain services may no longer be available to the customer (e.g. if they move out of the BKW supply area).
- 3.4 BKW offers the user products and services for a fee via the Online Customer Centre (e.g. the option to change electricity products, order BKW Home Energy, etc.). The user may be redirected to the corresponding offer page to place their order. The product-related contractual terms and General Terms & Conditions published there apply.

## Art. 4 Registration

- 4.1 Registration takes place via a web form. All information must be entered truthfully. Registration can be completed by providing an email address and a secure password. An activation email is sent to the email address provided for authentication.
- 4.2 BKW can provide an additional registration for the use of other services (e.g. services for electricity customers).
- 4.3 BKW is free to reject a registration application without giving a reason.

## Art. 5 Access

- 5.1 The customer gains access to the Online Customer Centre by entering an email address and a password.
- 5.2 Anyone who legitimises themselves by using these login details is considered by BKW to be entitled to use the online services. BKW may accept notifications and declarations of any kind (notifications, change of address, consumption data, orders, etc.) from the user without further verification, allow them to make enquiries in the Online Customer Centre and submit applications, etc.
- 5.3 The customer must send corrections to declarations made in writing, using the email address given in the respective area or via the general contact form.
- 5.4 Declarations of any kind made by the customer (orders, notifications, etc.) are deemed to have been made when they are approved for transmission to BKW.

## Art. 6 User duty of care

- 6.1 The customer must ensure safe and careful storage of personal login details and is responsible for protection against unauthorised use (e.g. by changing the password regularly).
- 6.2 If it is suspected that an unauthorised third party has obtained knowledge of the password and/or login details, the password and possibly the login details must be changed immediately, or if necessary access will be locked by BKW.
- 6.3 The Online Customer Centre's user guidance and security instructions must be observed.
- 6.4 The customer may use only the access paths to the Online Customer Centre specified by BKW.

**Art. 7 Lock**

- 7.1 BKW is entitled to lock access to the Online Customer Centre and online services either in whole or in part without prior notice.
- 7.2 The user may send BKW a written request to lock their user account at any time. The lock can be lifted only on written request.
- 7.3 Access to the Online Customer Centre will be locked if the user makes a request to BKW in writing.

**Art. 8 Data protection**

- 8.1 BKW complies with the provisions of Swiss data protection law in the collection and processing of personal data. It takes suitable steps to protect the customer's data and treats it as confidential.
- 8.2 When accessing the Online Customer Centre, all actions are automatically logged in a temporary log file. Various access data (e.g. IP address, date and time of access, name of the file accessed, browser version, operating system) is logged and anonymously evaluated to establish and maintain a connection. This data is needed primarily to enable the use of our content (establishing a connection) and for internal system-related purposes, such as technical administration and system security.
- 8.3 BKW collects data required to provide services such as the processing and maintenance of customer relationships, in order to guarantee a high level of service quality, to secure operations and infrastructure, and for billing.
- 8.4 Data is evaluated anonymously for statistical purposes and without drawing any conclusions about users (e.g. number of accesses per day).
- 8.5 BKW is entitled to engage third parties and to disclose the necessary data to those third parties. The customer acknowledges and agrees that data may also be transmitted outside Switzerland for this purpose, although the applicable data protection regulations will always be observed.
- 8.6 Disclaimer and data protection policy  
<http://www.bkw.ch/special-navigations/rechtliches/disclaimer/>  
<http://www.bkw.ch/special-navigations/rechtliches/datenschutzerklaerung/>  
 The General Terms & Conditions for the respective products and services also provide information on data processing.

**Art. 9 No availability guarantee**

BKW advocates for the greatest possible level of uninterrupted availability for the Online Customer Centre. However, it does not guarantee that access to the Online Customer Centre, features and services will be free of any interruptions or disruptions.

**Art. 10 Liability**

- 10.1 Each party bears its own risk of transmission and is liable for any damages caused by incorrect transmission.
- 10.2 BKW is not liable for any direct, indirect or consequential damage caused by misuse of:
- the password and/or username;
  - unauthorised access to the Online Customer Centre;
  - incorrect input by the user in the Online Customer Centre;
  - interruptions or disruptions to Online Customer Centre access.
- 10.3 Furthermore, BKW is not liable for:
- content from websites linked to the Online Customer Centre;
  - the use of services of internet and service providers.
- 10.4 The disclaimer and limitation of liability does not apply to personal injury and material damage caused by gross negligence or wilful misconduct.

**Art. 11 Start and end of registration**

- 11.1 The Online Customer Centre can be used when access has been confirmed via the activation email.
- 11.2 Registration may be terminated by either party at any time. Access to the Online Customer Centre will be locked on termination.

**Art. 12 Changes to the Terms of Use**

**BKW is entitled to change the Online Customer Centre Terms of Use at any time. The user will be referred to the changes in an appropriate manner. The changes will be deemed to have been accepted by the customer when they use the Online Customer Centre for the first time after the changes have been made.**

**Art. 13 Applicable law and place of jurisdiction**

- 13.1 Swiss substantive law applies, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG). **The place of exclusive jurisdiction for disputes in connection with the Terms of Use is Bern.**