

# General terms and conditions for current accounts

## 1 General purpose and scope

The following provisions govern payment transactions via a current account between the customer and the Swiss Federal Institute of Intellectual Property (the IPI).

The purpose of the current account is to facilitate payments between the customer and the IPI, in particular for the settlement of fees in accordance with the IPI Fee Ordinance (FeeO-IPI<sup>1</sup>). The current account is not valid for the fees specified in numbers 4–7 of the Appendix to the Fee Ordinance.

## 2 Account holder

Natural persons, legal persons and legal communities that make regular payments to the IPI may hold a current account. Every person or legal community may hold one or more current accounts. The account holder must provide the IPI with an electronic delivery address.

## 3 Formalities for opening a current account

To open a current account, the customer must complete the form ‘Application to open a current account’ in full, personally sign it and submit it to the IPI.

## 4 Signatory authorisation

As part of their application to open a current account, the customer must inform the IPI of the persons authorised to dispose of the current account via the form ‘Current account signing rules’.

These signing rules apply exclusively, irrespective of any other register entries and publications, until the IPI receives written notification that the signatory authorisation has been restricted or revoked or has lapsed. If there is more than one authorised signatory, they will be jointly and severally liable for any claims made by the IPI.

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<sup>1</sup> Ordinance of 14 June 2016 of the IPI on fees (FeeO-IPI), **SR** 232.148.

For the online 'Current account debit order' service, any person who has the access data for the user account and submits a debit order will be deemed to have signatory authorisation. The account holder is responsible for managing the access data and in particular for setting up two-factor authentication.

## 5 Initial deposit

After submitting the written application to open the current account, the customer must make an initial deposit. The minimum amount for the first deposit is 2,000 Swiss francs.

## 6 Account number

As soon as the customer's personal current account has been opened, the IPI will communicate the number of the account to the customer, who must quote it for all payment transactions and in all correspondence with the IPI about the account.

## 7 Crediting a current account

Where fees are to be reimbursed to the customer in accordance with special legal provisions or the FeeO-IPI, the IPI will credit them to the customer's current account. If there is more than one current account, the IPI will credit the reimbursement to the account from which the fees were originally debited.

## 8 Initiating payments

The customer is responsible for ensuring that payments from the current account to the IPI are made in a correct and timely manner.

## 9 User account

The IPI will create a user account for each current account for which it has an electronic delivery address. The user account will allow the customer to use the IPI's online services, in particular the current account debit order (<https://submission.ipi.ch/submission-client/search/debit-authorization>).

After opening the current account, the IPI will send the access data and the terms of use for the user account either by post or by email to the electronic delivery address, if this is registered for electronic official correspondence. The account holder is responsible for managing the user account and setting up two-factor authentication.

## 10 Debit orders

The only transactions which may take place via the current account are payments of fees in accordance with the FeeO-IPI (not applicable for the fees specified in numbers 4–7 of the Appendix).

An authorised signatory can initiate a payment from the current account by issuing a debit order. Debit orders can be submitted by email (see <https://www.ige.ch/methods-of-payment>) or via the online 'Current account debit order' service (in German) (<https://submission.ipi.ch/submission-client/search/debit-authorization>).

The debit order must include the number of the account to be debited as well as the details necessary to clearly identify the purpose of the payment. If a debit order for the payment of a fee is not issued together with the request for the respective payable IPI service (e.g. registration or renewal of an IP right), then the form provided by the IPI or a private form permitted by the IPI must be used. It must indicate the following minimum information: (i) invoice number/fee ID or IP right number; (ii) fee code in accordance with the Appendix to the FeeO-IPI or an exact description of the fee; plus (iii) the fee amount to be charged. If debit orders are issued for multiple fees, the IPI may require that they are submitted in a format that can be processed electronically in accordance with its instructions.

Alternatively, the invoice received from the IPI can in all cases be returned to the IPI with the account number and a note such as 'Debit account' or 'To be debited from my account' written on it.

If the above-mentioned conditions are not complied with or if the purpose of the payment or the account number is not clearly recognisable for other reasons, then the IPI will ask the customer to send the necessary details in writing. If the customer does not respond by the deadline stated by the IPI, the payment will be considered as not having been made. A request from the IPI for information regarding the payment purpose or the account number will not be considered a reason for extending the payment deadline.

## 11 Receipt of payment

The date on which the IPI receives the debit order will be considered the date of receipt of payment (Art. 8 FeeO-IPI).

## 12 Timeliness of payments

If the fee is not paid in full by the date stipulated, the payment will be considered as not having been made. The IPI will not accept partial payments. It is the responsibility of the person making the payment to prove that they have done so in a timely manner. The provisions in Article 9 of the FeeO-IPI apply.

## 13 Account statements

After every transaction, the IPI will make available a statement showing the new account balance. Customers who have a user account can view the account transactions of the last 90 days at any time.

If the customer detects any mistakes in the booking of their debit orders, they must communicate this to the IPI within 30 days of the account transaction or the issue date of the account statement. If no objections are made, the balance shown on the statement will be considered as approved by the customer.

On request, the IPI will provide a final account statement as of 31 December.

## 14 Deposits

All payments into the current account must be made in Swiss francs.

## 15 Coverage

The customer is responsible for ensuring that there are sufficient funds available in the account for paying all debit orders issued but not yet executed at the time the debit order instruction is made. The IPI cannot guarantee that multiple debit orders will be executed in the order in which they are payable: the fee may be debited at any time after the debit order has been issued, including after expiry of the payment deadline.

If there are insufficient funds in the account, the debit order will not be processed and the payment will be considered as not having been made (the IPI will not attempt to re-debit the account). Subsequent deposits paid into the current account, which would result in sufficient funds being available, will be disregarded. A payment deadline that has not yet expired will remain unchanged if a debit attempt fails.

If a debit order concerns several fee payments for which there are insufficient funds, the authorised signatory will be notified accordingly. If this person initiates a debit order without having sufficient cover, the fees to be debited will be processed in a random order and only to the extent of the available cover. Consequently, the IPI does not guarantee that multiple fees will be debited in the order in which they are payable. Subsequent deposits paid into the current account, which would result in sufficient funds being available, will be disregarded (the IPI will not attempt to re-debit the account). A payment deadline that has not yet expired will remain unchanged if a debit attempt fails.

## 16 Interest

The current account will not earn interest.

## 17 Administrative fees

No administrative fees will be charged for the current account.

## 18 Withdrawals of deposits

The customer may withdraw deposited funds from their current account at any time. To do so, they must submit a written request for a reimbursement to the IPI. The request must specify SEPA-compliant payment details for the transfer of the deposit reimbursement.

## 19 Communicating important information and changes

The customer is responsible for promptly informing the IPI in writing, for the attention of the Finance and Accounting Unit, of any significant information which is relevant to the business relationship, including changes to the customer's name, address and electronic delivery address and to the signing rules provided to the IPI.

This is without prejudice to the account holder's obligation, as the owner or representative of a registered intellectual property right, to request a change to the details in the register if their name or address changes.

Any communications from the IPI sent to the last known address of the customer will be considered legally binding. If the IPI has to make enquiries regarding the customer's current address in order to be able to contact them, it may debit the expenses it thus incurs from the holder's current account.

## 20 Closing the current account

The current account may be closed at any time by either party without the consent of the other party. The customer may close the current account and request the reimbursement of the remaining funds by means of written, signed notice to the IPI. When the IPI receives this notice, it will block the account for any further debit orders. When all payment transactions have been completed, the IPI will send the customer an account statement indicating the balance. If the customer does not reply within 30 days or if the customer indicates their agreement, the IPI will reimburse the remaining funds.

The IPI reserves the right in particular to close the account if it is being improperly used. It will inform the customer accordingly by means of a letter sent to the last known address of the customer. Continual non-use of accounts and repeated retrospective changes to the payment method originally selected by the customer are considered, in particular, as improper use. Thirty days after sending the notification of closure, the IPI will block the account for further debit orders. After all payment transactions have been completed, the IPI will send the account holder an account statement with the final balance. If the customer does not reply within 30 days or if the customer indicates their agreement, the IPI will reimburse the remaining funds.

The statute of limitations for reimbursement claims begins when the account closure takes effect.

## 21 Liability

The IPI is only liable in cases of gross negligence and intent. This liability applies in particular where failure to execute debit orders or incorrect execution of debit orders results in a loss of rights or consequential damages for the customer.

## 22 Partial nullity

The invalidity, illegality or lack of enforceability of one or more provisions of these general terms and conditions will not affect the validity of the remaining parts of the general terms and conditions.

## 23 Applicable law and place of jurisdiction

All legal relationships between the customer and the IPI arising from the current account relationship are subject to Swiss law. The courts at the domicile of the IPI (currently Bern) have jurisdiction for all disputes connected with the current account relationship.

## 24 Changes to the general terms and conditions

The IPI reserves the right to make changes to these conditions at any time and will notify the customer of any such changes by email or in another appropriate manner. If the customer does not ask the IPI to close their current account within 30 days of receipt of the notification, the changes will be considered as accepted by the customer.

Bern, 15 June 2023

Place/date:

Signature:

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