

## TERMS AND CONDITIONS

### CURRENT ACCOUNT AT WIPO (“Current Account”)

*Upon request of you, the customer, and in order to facilitate payments to WIPO, you may open a Current Account at WIPO in Swiss Francs (CHF) to pay for WIPO services and products. A Current Account at WIPO is designed for customers who **regularly** carry out (or plan to carry out) financial transactions with the Organization.*

By opening a Current Account at WIPO, you agree to be bound by the present terms and conditions.

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## Terms and Conditions –Current Account at WIPO

Upon the request of the customer, WIPO may open a Current Account in Swiss Francs (CHF) used to pay for WIPO services and products. A Current Account at WIPO is designed for customers who **regularly** carry out (or plan to carry out) financial transactions with the Organization.

By opening a Current Account at WIPO, the customer agrees to be bound by these terms and conditions.

### 1 How to open of a Current Account at WIPO – requirements to be met

A Current Account at WIPO can only be opened once all required documentation and the initial deposit have been received by WIPO. In order to open a Current Account at WIPO you must first open a WIPO Account (by accessing the following link: [Create WIPO Account](#)), then you must:

- use the Webform [Request to open a Current Account at WIPO](#) and attach a copy of a **proof of identification** (that is, a copy of an official document attesting the existence of the company/organization in its country of domicile or a copy of a passport for individuals) (please see Annex I for the list of documents accepted). **Documents must be submitted in English or French.** WIPO reserves the right to require any further documentation in order to combat money-laundering, fraud and other prohibited acts.
- **deposit an initial amount of at least 2000 CHF with the reference: “To open a Current Account at WIPO”.** WIPO’s bank account details are shown in section 5 below and on the Current Account Opening webpage.

### 2 Administration of the Current Account at WIPO

2.1 The Current Account at WIPO will be maintained in Swiss francs (CHF) only, at WIPO headquarters in Geneva, Switzerland. Except if otherwise authorized by WIPO, only one Current Account may be opened per customer.

2.2 No administration or management fees will be incurred in relation to the management for Current Accounts in good standing.

2.3 WIPO reserves the right to charge fees for expenses incurred should the Current Account become overdrawn, or where the account holder becomes involved in litigation, or requires printing of statements and/or postal services.

2.4 Current Accounts at WIPO do not earn interest.

2.5 Account credentials will be provided once the account is opened in order to consult the Current Account at WIPO and to authorize payments. Current Account at WIPO credentials may subsequently be synchronized (“linked”) by the customer to a WIPO Account for simplification of online payments.

2.6 The Current Account at WIPO holder may authorize others (representatives, subsidiaries etc.) to use their Current Account. It is the responsibility of the Current Account holder to monitor these authorizations and any resulting transactions. The Current Account holder shall be responsible for any damages arising out of, or in connection with, the disclosure of their

credentials to any other person. The Current Account holder will [notify WIPO](#) immediately of any unauthorized use of their credentials as soon as they are aware thereof.

2.7 All transactions, reports and statements will be delivered and processed electronically. The holder is therefore required to maintain a valid email address for correspondence, important notifications and account statements.

2.8 WIPO will provide Current Account holders with the option to enable automatic account top-up notifications. Current Account holders will be able to choose the minimum balance of their account below which they will receive an automated email notification of their balance. This notification is for informational purposes and will assist Current Account holders to ensure their accounts do not drop below the minimum required to transact or maintain the Current Account at WIPO.

### 3 Conditions of operation of the Current Account at WIPO

3.1 The Current Account at WIPO will be opened only after receipt of the initial deposit and of any documents required (see Section 1). Upon opening, the Current Account number will be communicated by e-mail. The Current Account number must be referenced in all future payments, bank transfers and requests for services.

3.2 A minimum balance of at least CHF 200.00 must be maintained at all times in the Current Account at WIPO.

3.3 Debits will be reflected in the Current Account at the time the request is processed within WIPO, provided sufficient funds are available on the Current Account.

3.4 Current Account at WIPO holders will receive their monthly statement electronically. The Current Account balance and transactions can be viewed online using the account credentials which will be provided at the time of opening the Current Account or a valid linked WIPO Account.

3.5 The Current Account at WIPO holder must inform WIPO of any error noted as soon as possible, and, in any event, no later than 6 months after the receipt of the corresponding monthly statement.

3.6 For funds deposited into the Current Account at WIPO, WIPO will send an email receipt within 10 days of the processing date.

3.7 Dormant accounts with balances of less than CHF 200.00 in value and/or which have not been used for 2 years or more are subject to closing at the discretion of WIPO (see section 7 for refunds).

3.8 WIPO reserves the right to refuse any payment into, or from, a Current Account at WIPO which does not comply with any terms and conditions of this document.

### 4 Payments into the Current Account at WIPO

4.1 Payment of the initial deposit and all subsequent payments replenishing the Current Account should be made in Swiss francs. If payment is made in a currency other than Swiss francs, it may be accepted provided that the payment is made to WIPO's CHF bank or postal

account and the currency in question is freely convertible into Swiss francs. The amount of the payment will be converted into Swiss francs at the bank's exchange rate and credited to the Current Account. WIPO does not accept any responsibility for any funds shortfall arising from such a bank conversion. Any payment made into a bank account maintained by WIPO in a currency other than Swiss francs will be returned.

4.2 The Current Account holder must ensure that the Current Account at WIPO is sufficiently funded at all times. Funding must be made by means of single lump sum payments, on the basis of the level of activity forecast for the Account by the account holder. The Current Account at WIPO should not be replenished by multiple payments where each amount corresponds to an individual transaction debited to the account.

**4.3 All payments (except for the initial payment to open the Current Account at WIPO) must state as purpose/reference of payment the Current Account NUMBER.**

**Example Ref. CA 123456.**

4.4 Any payment received in Swiss Francs by WIPO following the opening of a Current Account at WIPO will automatically be credited to the holder's Current Account at WIPO. Such a payment is considered as replenishment of the Current Account at WIPO. Any payment by a customer holding a Current Account at WIPO which lacks the account number may be subject to delays (or return) before it can be credited to the Current Account at WIPO. WIPO invoices or requests for payment, cannot be paid by separate transfers; a transfer to WIPO will be credited to the Current Account at WIPO and transactions will be subsequently debited from the Account.

4.5 Online WIPO services should be paid using the Current Account at WIPO credentials provided at the time of opening the Current Account. Depending on the service, Current Account transactions may also be approved through the use of WIPO Account credentials which are linked to the Current Account, as made available by WIPO. A holder of a Current Account at WIPO should avoid making payments online with a credit card to reduce the possibility of duplicate payments, except where this is explicitly permitted.

**5 Bank details for fund transfers to the Current Account at WIPO**

Payments are accepted:

(i) by transfer to WIPO CHF bank account:

Account name: WIPO / OMPI  
Credit Suisse, CH-1211 Geneva 70  
IBAN: CH51 0483 5048 7080 81000  
Swift: CRESCHZZ80A

(ii) by transfer to WIPO CHF postal account:

Account name: WIPO / OMPI  
SWISS POST/Postfinance, Engelhaldenstrasse 37, CH-3030 Bern  
IBAN: CH03 0900 0000 1200 5000 8  
Swift: POFICHBE

**6 Services and products paid for by means of the Current Account at WIPO**

- 6.1 The Current Account at WIPO may only be debited for payment of WIPO fees or costs. It can be used for payments related to Trademark services, Industrial designs, PCT applications, Domain names disputes, participation in training seminars, publications and other services and products provided by WIPO.
- 6.2 Services and products that may be paid in currencies other than Swiss francs will be converted at the UN exchange rates (see rates applicable on [UN Operational Rates of Exchange - Home Page](https://treasury.un.org/operationalrates/default.php) <https://treasury.un.org/operationalrates/default.php>), unless a specific legal framework exists (e.g PCT).
- 6.3 A Current Account at WIPO will be debited based on an authorization given by the Current Account holder in writing or online, using the account credentials or by means of a valid linked WIPO Account credential. Any written debit order must indicate the number of the Current Account which is to be debited; either online, directly in the form concerned (MM forms for trademark for example) or if sent by email or other means, in the documentation submitted.
- 6.4 An authorization to charge a fee to a Current Account will not be considered as payment of the fee unless sufficient funds are present in the Current Account to cover such fee as noted at Article 3.3. The Current Account holder should make allowance for the processing time for account credits and top ups to be reflected on the Current Account.
- 6.5 WIPO reserves the right to refuse the processing of any transaction which would cause the Current Account to become overdrawn. Should WIPO authorize, on an exceptional basis, a Current Account at WIPO to become overdrawn the deficit balance must be corrected by means of a top-up transaction in a timely manner to be determined at the discretion of WIPO. Failure to correct the overdrawn balance within the time limit prescribed by WIPO may result in the cancellation of any transaction which was made upon the overdrawn account.
- 6.6 Written, paper based or manual transactions which are to be paid by indication of the required Current Account at WIPO credentials are subject to examination and verification by WIPO.
- 6.7 Care should be taken to avoid the possibility of duplicate payments as noted at paragraph 4.5.

## 7 Closure of the Current Account at WIPO

- 7.1 The Current Account at WIPO may be closed, at any time, upon written request by the holder or, if appropriate, by the successor in title of the holder.
- 7.2 The Current Account holder must ensure that all transactions are paid and completed before requesting the closing of the Account.
- 7.3 The credit balance will be refunded by bank transfer made out to the holder of the Account or the successor in title.
- 7.4 A refund form must be submitted (available online or upon request). The refund form must be filled in with complete bank details. The funds cannot be refunded to a bank account in a different name than that of the Current Account at WIPO holder, except in specific cases

(litigation). WIPO reserves the right to request further documentation at its sole discretion to support any refund or account closure request.

7.5 Once the payment instructions have been received, WIPO will start the closing procedure which includes several steps:

- new debit instructions are blocked
- on-going transactions are reviewed, processed to their final stage and closed
- balance is then refunded

7.6 WIPO reserves the right to close, on its own initiative, any Current Account at WIPO for which the terms and conditions set out in this document are not fulfilled, or which fails to comply with the above regulations. The same shall apply in cases of any Current Account at WIPO in which there has not been any transaction for more than two years or when the account balance is below the minimum of CHF 200.00. Failure to respond to communications may lead to the write-off of the Current Account at WIPO balance.

## 8 Disclaimers

8.1 The use of the Current Account at WIPO is at the sole responsibility of the Current Account holder and WIPO shall not be liable for any consequences of its use. WIPO shall not be liable for any direct, indirect, incidental, consequential, liquidated, special, punitive or exemplary damages or penalties to the Current Account holder, including, but not limited to, losses of business, revenue or profits, as a consequence of using the Current Account at WIPO.

8.2 WIPO shall not be liable or deemed to be in default for any delays or failure in performance or interruption of the Current Account at WIPO system resulting directly or indirectly from any cause or circumstance beyond its reasonable control.

8.3 The names and the designations used by WIPO on its website and online services do not imply the expression of any opinion whatsoever on the part of WIPO concerning the legal status of any country, territory, city or area.

## 9 Personal Data and Privacy

WIPO processes personal data according to [WIPO's Privacy Policy](#), which is incorporated herein by this reference.

## 10 Privileges and Immunities

Nothing in or relating to these terms and conditions shall be deemed or interpreted as a waiver of any privileges and immunities accorded to WIPO as an international organization and a specialized agency of the United Nations.

## 11 Settlement of Disputes

Any dispute between WIPO and the Current Account holder arising out of or relating to these terms and conditions that cannot be resolved amicably shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute

ANNEX I – LIST OF OFFICIAL DOCUMENTS ACCEPTED

- Company's registration certificate,
- Registration extract,
- Incorporation certificate,
- Extract of registry of registered associates/partners,
- Lawyers registry extract,
- VAT registration or,
- Copy of passport for individuals

ANNEX II - LIST OF TRANSACTION CODES

[http://www.wipo.int/about-wipo/en/finance/transaction\\_codes.html](http://www.wipo.int/about-wipo/en/finance/transaction_codes.html)

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