

Subscriber Conditions for physical and digital cards from PostFinance

1. General

- 1.1 The various cards from PostFinance are available in different types. The services offered particularly include cash withdrawals and payments for goods and services. The cards and their possible uses are described in detail in the respective product descriptions at www.postfinance.ch. Information on how PostFinance processes personal data can be found in the "General Privacy Policy" at www.postfinance.ch/dps.
- 1.2 The cards can also be issued in virtual form and displayed in a digital environment defined by PostFinance (e.g. in the PostFinance App or in a mobile payment solution from a third-party provider). The term "Card" is used below to refer to both physical and digital cards with the corresponding functions and/or features.
- 1.3 The Cards from PostFinance bear the name of the account holder or a person designated by them and are always issued to a specific account. Account holders are responsible for all Cards issued to their account.
- 1.4 Physical Cards remain the property of PostFinance.
- 1.5 The expiry date is indicated on the Card. PostFinance will send the customer a new Card before the expiry date. In justified cases, PostFinance reserves the right not to replace the Card.

2. Identification and authentication

- 2.1 Use of the Card generally requires the use of a means of personal identification (e.g. PIN, code, 3-D Secure code, fingerprint, etc.). However, PostFinance may provide for exceptions to this rule (e.g. for contactless payments) or require additional proof of identity (e.g. for cash withdrawals). The identification and authentication methods depend on security and risk factors such as the amount of the transaction.
- 2.2 "3-D Secure" is primarily used for making secure payments via the Internet. Customers shall register for the 3-D Secure protocol in accordance with the PostFinance directives. Customers shall verify their online transactions by using the 3-D Secure protocol where available.

3. Restrictions

- 3.1 PostFinance sets the Card limits and informs customers of them. For the currently applicable limits, please see postfinance.ch/postfinancecard. It is possible to set individual Card limits. PostFinance is entitled to adjust or remove individual Card limits at any time.
- 3.2 PostFinance can restrict the geographical area in which the Card can be used. Where offered by PostFinance, Customers can also request that restrictions be put in place.

4. Duties of care

The following duties of care in particular are to be observed when using the Card:

- All means of personal identification (e.g. PIN, device code, fingerprint, facial recognition, etc.) must be kept secret. Under no circumstances may they be disclosed to other persons, stored together with the Card, written on the Card, or stored together with or in the mobile end device used for Card payments (not even in modified form).
- The chosen means of personal identification must not consist of easily identifiable combinations of letters and numbers (e.g. telephone number, date of birth, etc.).
- The means of personal identification must be changed immediately if there is reason to believe that another person has become aware of it.
- If a merchant offers an additional secured payment method (e.g. 3-D Secure), Customers shall use this to process their payments.
- Please also note the security advice regarding Card usage at www.postfinance.ch/security.
- The Card or the associated mobile end device may not be given to anyone else and must be stored in a safe place.
- The Customer is obligated to minimize the risk of unauthorized access to the mobile end device and the Card information stored therein by implementing appropriate protective measures (e.g. by locking the device). Access credentials for devices and/or apps may be used to approve transactions via a mobile payment solution and must therefore be kept confidential. PostFinance publishes further information on protecting mobile end devices at www.postfinance.ch/security.
- On mobile end devices with a SIM card, the SIM card (or eSIM) may only be activated if it is in the Customer's name.
- Before changing their mobile phone number (e.g. when terminating the contract with the mobile network operator) as well as when passing on the mobile end device to a third party, Customers must unsubscribe from the service in good time and/or delete the app(s) required for the applicable service(s) from the mobile end device.
- PostFinance must be informed immediately if a Card, means of identification and/or mobile end device used for Card payments is stolen, seized, misused, suspected of having been misused or lost, and the Card must be blocked with immediate effect. Where a criminal offence has been committed, the police must be notified.

- In the event of damages, Customers shall assist to the best of their knowledge and belief in investigating the case and minimizing the damages.
- Customers are responsible for disposing of the Card or returning it to PostFinance. The Card must be disposed of in such a way that it cannot be misused.
- Should the Card be registered as a payment method with providers of online shops/E-Wallets/apps and/or recurring services (e.g. music or newspaper subscriptions, memberships, online services, etc.), the duties of care described shall also apply along the same lines in dealings with the respective provider. The login data in particular must be protected and kept secret.

5. Blocking

Customers and any persons authorized on the account associated with the Card may have PostFinance block the Card (either completely or with regard to individual functions). PostFinance may also block the Card – for example at the account holder's request, if the Card and/or the means of identification or the mobile end device used with the Card are lost, if the Card and/or account is terminated, if there are insufficient funds in the account, or upon suspicion of Card misuse. PostFinance may charge a fee for blocking a Card.

6. Rescinding authorization

If Customers rescind certain cardholders' authorization over the account, they must request that the physical Cards are returned and block the digital Cards. If this is not possible, PostFinance must be informed immediately so that it can block the account or the Card. Until PostFinance's receipt of such notification, the Customer shall bear all risks of any misuse of the Card.

7. Card usage

7.1 General

- a) Customers must rescind and cancel standing authorizations used to pay for recurring services directly with the provider. Should the Card be cancelled for any reason, Customers shall bear the responsibility for updating their payment method or cancelling the service with the provider for all services with a recurring charge.
- b) When a Card is replaced, Customers must register their new Card with the providers of online shops/E-Wallets/apps and/or recurring services (e.g. music/newspaper subscriptions, memberships, online services, etc.). PostFinance reserves the right to provide card details (card number and expiry date) to third parties in Switzerland and abroad (specifically providers of E-Wallets/apps and/or recurring services such as music/newspaper subscriptions, memberships, online services, etc.) via schemes (e.g. Mastercard). The purpose of this is to ensure that stored/registered active Cards can still be charged even after the old Card has expired or been replaced, without the cardholder having to make any changes.

7.2 PostFinance Card payment method

The PostFinance Card payment method is specifically designed for Card use in Switzerland. PostFinance and its contractual partners, which are engaged to process Card transactions, will have knowledge of the respective transaction data that is recorded when the PostFinance Card payment method is used (e.g. information about the merchants, Card numbers, the name of the cardholder, expiry date, transaction amount and date).

7.3 Debit Mastercard® payment method

The Debit Mastercard payment method is offered in conjunction with Mastercard and can be used worldwide. Mastercard and its contractual partners, which are engaged to process Card transactions, will have knowledge of the respective transaction data that is recorded when the Debit Mastercard payment method is used (e.g. information about the merchants, Card numbers, the name of the cardholder, expiry date, transaction amount and date). PostFinance and Mastercard are independent of one another and are considered individual controllers as defined by data protection legislation. Mastercard processes the data it possesses in Switzerland or abroad for its own purposes in accordance with its own privacy policies. PostFinance has no influence over the way in which Mastercard processes data.

8. Mobile payment solutions

- 8.1 PostFinance can enable Cards to be used with mobile payment solutions. Mobile payment solutions are solutions for making payments using an E-Wallet or other apps via mobile end devices such as smartphones and wearables (e.g. smart watches or NFC stickers, but sometimes also devices such as tablets or laptops). PostFinance itself is – with the exception of the PostFinance App – not the provider of the respective mobile payment solution. PostFinance is free to decide which mobile payment options it supports and which Cards and payment methods it authorizes for this.

- 8.2 Customers may only store Cards in their name in the mobile payment solution.
- 8.3 The relevant Subscriber Conditions for the provider in question shall apply when using mobile payment solutions. The provider may change its offerings and applicable Subscriber Conditions at any time at its discretion and/or temporarily or completely suspend the mobile payment solution. PostFinance accepts no liability for the functionality of such mobile payment solutions.
- 8.4 PostFinance and the provider of the respective mobile payment solution are independent of one another and are considered individual controllers as defined by data protection legislation. PostFinance and the provider process the data in their possession in Switzerland or abroad for their own purposes pursuant to their own Subscriber Conditions and privacy policy. PostFinance has no influence over the way in which the provider processes data. Any objections to the provider's processing of data should be addressed to the provider directly.
- 8.5 When using mobile payment solutions, the provider and Mastercard may receive additional information regarding the end device (e.g. device ID). The providers of mobile payment solutions may also receive information regarding transaction data, e.g. in order to provide Customers with a transaction overview.
- 8.6 If a mobile phone number is needed to use or register for the mobile payment solution, the Cardholder shall be obliged to provide PostFinance with a current mobile phone number. Changes to mobile phone numbers must be reported to PostFinance immediately (phone number on the reverse side of the Card). PostFinance is entitled to use the mobile phone number to contact the Cardholder (namely via SMS, push notification and similar) and send information such as confirmation, authentication and activation codes to the mobile phone number provided. Such messages are not transmitted in encrypted form. For this reason, it cannot be ruled out that they may be read by unauthorized individuals and that third parties such as Internet or mobile network providers might infer the existence of the banking relationship or gain access to bank customer information. Customers accept the increased inherent risk of a violation of postal or banking secrecy and/or data protection.
- 8.7 Customers may also remove the Card stored in a mobile payment solution. This will not lead to the cancellation of their contract with PostFinance regarding the use of the PostFinance Card.

9. Account entries for Card transactions

- 9.1 Customers acknowledge all cash withdrawals and payments for purchases of goods and services that are made and correctly registered using Cards issued to their account. A Card is deemed to have been properly registered when it has been used together with the corresponding means of identification. Registration is also deemed to have been done properly if technical and administrative clarifications by PostFinance do not reveal any incorrect recording and no evidence can be found of any technical malfunction of the system.
- 9.2 In the event of disagreements regarding individual payments, particularly for disputes about goods, Customers should in principle deal with the seller directly.
- 9.3 PostFinance debits amounts due as a result of using the Card to the Card account and/or the authorized accounts.
- 9.4 In certain cases, the amount shall be definitively debited to the account at a later point in time, or the amount shall only be reserved temporarily. This is particularly the case:
 - With online payments, where the authorized amount can remain reserved in the cardholder's account for an adequate period, or until the actual purchase amount has been provided.
 - Where an amount is reserved for a set period as a guarantee for a future service (e.g. deposit for a vehicle rental, booking accommodation, etc.), until the actual booking amount has been provided.
 - If the amount of the purchase is not known to PostFinance when the transaction is checked (e.g. when purchasing fuel at an unattended petrol station). In these cases, PostFinance may reserve a standard sum in the account until delivery of the actual purchase amount.
 - If the amount to be charged is to be calculated retroactively by the provider and reported to PostFinance with a delay (e.g. if the Card is used for other purposes such as a public transport ticket or when parking). A reserved or provisionally booked amount shall be debited to the Card limit and therefore restrict the liquidity of the account.
- 9.5 Credits that are associated with the Card or its use may only show after a delay of several days. This may particularly be the case if PostFinance has to carry out investigations as a result of its due diligence obligations.

10. Fees

PostFinance may charge fees for issuing the Card and for processing any transactions made therewith. It shall communicate these to Customers in an appropriate form.

Cash withdrawals may also incur fees (e.g. withdrawals from third-party banks, withdrawals without a valid PostFinance Card, etc.). If costs are imposed on Customers by third parties in connection with the use of the Card, they cannot be claimed from PostFinance.

11. Assumption of damages

PostFinance shall assume liability for damages incurred by Customers as a result of misuse of the Card by third parties, provided that the Customers can prove that they and the cardholders have complied with PostFinance's General Terms and Conditions and the applicable other Subscriber Conditions and that they are not at fault in any other way. For the purposes of this section, persons associated with Customers or individual cardholders, whether as a relative or in any other way (e.g. unmarried partners, authorized representatives, persons living in the same household, etc.), shall not be deemed third parties. PostFinance shall not assume any damages covered under an insurance policy or third party or consequential damages. PostFinance must be notified of any damages immediately. The claim form or electronic claim report must be returned to or notified to PostFinance within ten days of receipt. PostFinance shall assume no liability whatsoever for services provided by third parties.

12. Technical malfunction

Technical malfunctions that prevent or restrict the use of the Card do not give rise to any claims for damages.

13. Information from ATMs and devices

PostFinance does not guarantee the accuracy and completeness of information displayed on ATMs and other devices. In particular, there may be a time delay before transactions are displayed. Information on accounts, deposits, booking dates and generally accessible information such as foreign exchange rates shall be deemed provisional and non-binding unless expressly designated as binding.

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