

## 1. Scope

These Subscriber Conditions govern access to and use of PostFinance services which the Customer or their authorized representatives may access via digital channels (Internet and/or apps; hereinafter "Digital Services"). PostFinance's Digital Services are described in detail in the respective product descriptions available on the website [postfinance.ch](http://postfinance.ch).

## 2. Access

- 2.1 Access to the Digital Services is granted to persons identifying themselves by correctly entering their means of identification (e.g. e-finance number, contract number, user identification) and security elements (e.g. personal password, PIN, code, biometric features, key pairs or digital certificates accepted by PostFinance) as well as, if applicable, proof of ownership of the smartphone registered to them. PostFinance may make various login procedures available and may accept means and procedures of identification offered by third parties for certain services.
- 2.2 Anyone who has successfully identified themselves in accordance with section 2.1 is deemed by PostFinance to be authorized to use the applicable Digital Services, regardless of any commercial register entries or recorded powers of attorney to the contrary. The Customer acknowledges and approves, without reservation, all of the transactions effected with the means of identification and security elements of the Customer or their authorized representatives, such as transactions entered on the Customer's accounts and/or custody accounts. Within the scope of the services, PostFinance may therefore allow the Customer to make queries and may accept orders and communications from them without further verification of their authorization.

## 3. Limits

PostFinance may set limits for executing payments via its Digital Services. PostFinance will inform the Customer of the limits in an appropriate manner. Individual limits may be set, depending on the services.

## 4. Blocking

In addition to PostFinance, the Customer may also block their access to the Digital Services or have PostFinance block such access. Orders placed up to that point remain unaffected and will be executed. PostFinance shall specify the procedures for blocking Digital Services.

## 5. Duties of care of the Customer

- The means of personal identification and security elements are to be kept secret. Under no circumstances may they be disclosed to other persons or stored together with or in the end device used (not even in modified form). However, the means of personal identification may be disclosed to third parties who have been accredited and expressly approved by PostFinance ([postfinance.ch/legal-information](http://postfinance.ch/legal-information)).
- The chosen means of personal identification must not consist of easily identifiable combinations (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.
- The Customer is obligated to minimize the risk of unauthorized access to the end devices used for the Digital Services by taking appropriate protective measures. In particular, the Customer must keep operating systems and application programs up to date and must immediately install software and security updates provided or recommended by the respective providers. The Customer must also take the usual security precautions for the use of the Internet via the applicable end device (e.g. use of an up-to-date antivirus program and a firewall). Mobile end devices or end devices accessible to third parties must be protected against unauthorized use or manipulation (e.g. by locking the device). PostFinance publishes further information on protecting mobile end devices at [postfinance.ch/security](http://postfinance.ch/security).
- When logging on with an e-mail address or mobile phone number, the Customer confirms that they are the rightful user with the right of disposal over it, and that they have an individual signing right on the applicable account.
- PostFinance must be notified immediately of any loss of the mobile end device and/or SIM card and any suspicion of misuse of the services so that it can place a block on such services. In the event of criminal acts by third parties, the Customer must notify the police.
- 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, the Customer 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.
- If PostFinance asks the Customer to additionally confirm certain orders (e.g. payments, changes in settings) after they have been submitted, the Customer must carefully check the order information and only confirm it if

it matches the information previously submitted. If the Customer fails to provide such confirmation, PostFinance will not execute the applicable order.

## 6. Liability

- 6.1 PostFinance provides its services with the degree of due care that is usual in the banking industry. If a breach occurs, it shall be liable for damages arising from the non-performance or improper performance of the services due.
- 6.2 Information on accounts, custody accounts, booking dates and generally accessible information such as foreign exchange rates shall be deemed provisional and non-binding unless expressly designated as binding. PostFinance does not guarantee the accuracy and completeness of the information provided by it in this context.
- 6.3 The Customer shall be responsible for technical access to the Digital Services of PostFinance. PostFinance is not liable for the network providers and also disclaims, to the extent allowed by law, any liability for the hardware and software required to use the Digital Services.
- 6.4 To the extent legally permitted, PostFinance disclaims any liability for damages to the Customer or their authorized representatives arising from transmission errors, technical defects, malfunctions, unlawful intrusion in telecommunication systems and networks, network overload, deliberate blocking of electronic access by third parties, interruptions or other failures.
- 6.5 However, PostFinance makes the following service guarantee to the Customer: provided the Customer has complied in full with these Subscriber Conditions, PostFinance shall replace credit balances debited from the Customer by third parties as a result of the unlawful use of their means of identification or security elements (in particular in the event of phishing or malware attacks). For the purposes of this section, persons associated with the Customer, 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 must be notified of any damages immediately upon discovery. PostFinance shall not assume any damages covered under an insurance policy or third party or consequential damages. In the event of a repeat incident or failure of the Customer to cooperate in handling the damages claim or where a defined damages amount is reached in an individual case, PostFinance may limit or exclude its assumption of the damages. The service guarantee provided under this section 6.5 shall apply to the products mentioned at [postfinance.ch/security](http://postfinance.ch/security). PostFinance also publishes further information on online security and limitations of liability in individual cases at [postfinance.ch/security](http://postfinance.ch/security).
- 6.6 PostFinance provides the most reliable and uninterrupted access possible to its Digital Services. However, it cannot guarantee this at all times. PostFinance reserves the right to interrupt access to the Digital Services and/or the services contained therein at any time, in particular if increased security risks or disruptions are identified, for maintenance work and in the event of crisis situations affecting trading venues. As long as PostFinance acts with the degree of due care customary in the business, the Customer shall bear any damages arising from such interruptions.

## 7. Electronic documents

Where the Customer has waived the receipt of paper documents, they are deemed to have accepted electronic form as the delivery method for bank and customer documents (e.g. account statements, interest statements, customer contracts, etc.). Electronic documents are deemed to have been delivered when they are made available and can be accessed through the channel specified by PostFinance. Electronic documents remain accessible for a period of ten years from the date of posting. Thereafter, they must be reordered. The Customer shall be solely responsible for saving and storing their electronic documents. With respect to complaints regarding transactions, PostFinance's General Terms and Conditions shall apply. If required, the Customer may have electronic documents delivered by post for a fee, as applicable.

## 8. E-mail

PostFinance does not accept orders such as payment orders, cancellations, order changes, etc. received by e-mail. Agreements to the contrary in individual cases remain reserved.

## 9. Data protection and online security

The Digital Services are provided via the Internet and thus via an open network accessible to anyone. PostFinance uses technically advanced encryption mechanisms for the transfer of data that, in principle, prevent unauthorized persons from viewing confidential data. However, it cannot be completely ruled out that transmitted data may still be viewed by unauthorized persons.

Some of the technical features used to establish the connection (such as IP addresses) cannot be encrypted. This data can be used to localize the Internet connection and the device used.

This also applies to notifications via e-mail, SMS, push messages and the like. They are not transmitted in encrypted form. The possibility that they may be viewed by unauthorized persons therefore cannot be ruled out. By activating such notifications, the Customer is deemed to have accepted the associated increased risk of a breach of postal or bank client confidentiality and/or data protection. The information in the notifications is provided without guarantee. The Customer acknowledges further that data may be transmitted across borders without restriction, even if the sender and the recipient of the data are located in Switzerland.

For further information on online security, please see [postfinance.ch/security](https://postfinance.ch/security). Information on how PostFinance processes your personal data can be found in the General Privacy Policy at [postfinance.ch/dps](https://postfinance.ch/dps).

#### **10. Local legal restrictions on the use of Digital Services**

The use of the Digital Services from abroad may be subject to local legal restrictions or may violate rules of foreign law. Existing restrictions are further subject to changes in the applicable foreign law. It is the responsibility of the Customer to keep himself informed and to ensure that he does not violate foreign law by using the Digital Services. PostFinance disclaims any liability in this regard.

#### **11. Receiving and processing electronic invoices (eBill) and requests for donations (eBill Donations)**

- 11.1 If the Customer registers with an invoice issuer via the eBill portal to receive electronic invoices (eBill), the electronic invoices from that invoice issuer will be provided to the Customer and displayed for processing via the corresponding Digital Service channel. With the appropriate registration, requests for donations (eBill Donations) can also be received via the eBill portal. The information below therefore also applies to eBill Donations unless otherwise indicated.
- 11.2 Invoices sent by electronic means have the same legal effect as invoices sent by other legally valid means. PostFinance does not verify either the underlying transaction or the accuracy of the content of the incoming invoices and disclaims any liability for payment of the claims transmitted. Any complaints must be settled directly and exclusively with the invoice issuer.
- 11.3 The information required for the presentation of electronic invoices is provided by the invoice issuer via a third party (network partner) commissioned by it to the eBill provider of PostFinance and displayed to the Customer by the eBill provider on behalf of PostFinance. The Customer acknowledges and agrees that all parties entrusted with the transmission of invoices may view the data concerning them, without any need to obtain their consent in each individual case. PostFinance points out in particular that the sender and recipient can be identified from such data. PostFinance forwards information regarding the rejection or, as applicable, approval or payment of the invoice to the invoice issuer via the parties entrusted with invoice transmission.
- 11.4 Within the scope of applicable law, the Customer shall be solely responsible for storing their electronic invoices. They acknowledge that electronic invoices will not be archived by PostFinance without corresponding instructions. Invoicing data that PostFinance is not legally required to retain will be irrevocably deleted no later than 180 days, up until April 2023, and no later than 730 days, from April 2023, after the due date of the invoice.
- 11.5 If the Customer also uses the eBill service with their e-mail address with another financial institution, their data will be provided by the eBill provider to that other financial institution selected by the Customer.
- 11.6 After deactivation of the eBill service, the Customer's data will be available from the eBill provider for a reasonable transition period so that the Customer can continue to use eBill with their new financial institution.
- 11.7 PostFinance publishes further information on the third parties involved by it to process electronic invoices at [postfinance.ch/legal-information](https://postfinance.ch/legal-information).

#### **12. Offers**

As part of its Digital Services, PostFinance offers its private customers a platform on which they can purchase digital credit from third-party providers. It thus acts as a reseller of credit to the Customer. For questions about how the purchase of digital credit is processed, the Customer can contact PostFinance. If they have any questions about how the purchased credit is used, they can contact the relevant third-party provider directly. Claims are governed by the corresponding agreements regarding digital credit from third-party providers. In the absence of such agreements, the statutory provisions shall apply.