

1. General

These Subscriber Conditions govern the use of PostFinance Visa and/or Mastercard® credit and prepaid cards (hereinafter referred to as cards). They apply to the relationship between PostFinance Ltd (hereinafter referred to as PostFinance) and the customer and, where expressly indicated, also the cardholder.

With regard to credit and prepaid cards for private customers, the customer is the person in whose name the credit card contract (main card) is concluded (hereinafter referred to as the customer). The cardholder is the person in whose name the card (main, second and partner cards) is issued (hereinafter referred to as the cardholder).

With regard to the PostFinance Visa Business Card (hereinafter referred to as business cards), the customer is the company in whose name the framework contract (main account) is concluded (hereinafter referred to as the customer). The cardholder is the person in whose name the card is issued (hereinafter referred to as the cardholder).

All references to persons refer to both men and women.

PostFinance reserves the right to make product changes, to amend these Subscriber Conditions and to change the applicable annual fees, interest rates, commissions and charges etc. at any time. Changes will be communicated in an appropriate form and will be deemed to have been accepted provided the card is not cancelled before the changes enter into effect.

2. Card issue

- 2.1 The cards will always be issued in the name of the cardholder.
- 2.2 Every card issued will remain the property of PostFinance.
- 2.3 The cards can also be issued in virtual form and displayed in an environment defined by PostFinance (e.g. in the PostFinance App).

3. Card use

- 3.1 Subject to the individual main account, card and cash withdrawal limits, transactions may be authorized by merchants worldwide:
 - a) By entering the PIN (e.g. when paying for goods or services or when withdrawing cash from a cash machine)
 - b) By signing the sales receipt (e.g. for the payment of goods and services as well as the withdrawal of cash at the bank counter)
 - c) By entering the name, the card number, the expiry date and the three-digit security code (e.g. when paying for goods or services over the telephone, online, by correspondence and for recurring services). Additional approval of the transaction is required at 3-D Secure-enabled online shops. 3-D Secure is a service that ensures more secure online payment
 - d) By using the card via a mobile payment solution. "Mobile payment solutions" are solutions for making payments using a wallet (electronic wallet) or other apps via mobile end devices such as smartphones and wearables (e.g. smart watches; hereinafter referred to as devices)
 - e) Simply by using the card – with no need for a signature or PIN (e.g. in car parks, motorway toll booths or contactless payment for transactions up to certain amounts).
- 3.2 The customer acknowledges all transactions authorized in this way (section 3.1) and the claims of the merchants resulting from them. At the same time the customer instructs PostFinance to pay all receivable claims from the merchants with no need for additional notification.
- 3.3 The cardholder undertakes to only use their card within their financial means or within the scope of the limit granted or credit available. Its use and the applicable limits may be extended, restricted or cancelled by PostFinance at any time. Use of the card for illegal purposes is prohibited.
- 3.4 For prepaid cards, the card limit is the card balance. The card balance amount will be calculated as the amount paid in minus any charges and payments already effected for goods, services and cash withdrawals. If cards are renewed or replaced, the card balance of the previous card is transferred to the new card after deduction of any fees due.

4. Duty of care

The following duty of care obligations apply:

- 4.1 The physical card must be signed by the cardholder in the space provided immediately upon receipt.

- 4.2 All credentials (e.g. PIN, device code, fingerprint, facial recognition, etc.) must be kept secret by the cardholder and must not under any circumstances be passed onto third parties, kept together with the card or devices (e.g. smartphone, tablet, PC etc.), written on the card or stored in devices. The credentials modified by the cardholder cannot consist of combinations that are easy to determine (telephone numbers, date of birth, car registration plates or the name of the cardholder or similar details of their family members or person(s) living with them etc.). The credentials must be changed immediately, if there is reason to believe they are known to third parties.
- 4.3 The credentials, the card, the card details and devices must be kept safe by the cardholder and may not be passed onto or made accessible to third parties. If the customer uses the card on a device or in a mobile payment solution, they are obliged to minimize the risk of unauthorized access 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.
- 4.4 The customer must check the invoice/transaction overview upon receipt. Any irregularities, such as debits due to the misuse of the card, must be immediately reported by telephone to PostFinance's customer service and a complaint must be submitted via channels defined by PostFinance within 30 days of the date of the invoice/-transaction overview, otherwise the invoice/transaction overview, will be deemed approved.
- 4.5 In the event of the loss or theft of the card or device, if the card is withheld or upon suspicion of misuse, the customer (or cardholder) must immediately notify PostFinance (regardless of any time differences). The customer must also notify the local police of any criminal acts and, in the event of damages, must cooperate to the best of their knowledge with the investigation into the case and to minimize damages.
- 4.6 Before changing or relinquishing possession of a device or in the event of a long period of device inactivity, the customer must ensure that the mobile payment solutions cannot be used by unauthorized third parties (by resetting the device, deleting the stored card data, locking the device-specific tokens, deleting the wallet from the device, etc.). The customer must notify PostFinance of any changes to details indicated in the application (e.g. account details, beneficial owner, income situation) within 15 days.

5. Invoicing/methods of payment

- 5.1 The customer undertakes to pay the annual fee and the charges for the services used in addition to all authorized transactions.
- 5.2 The invoice can be settled in the following way:
 - a) Payment of the full outstanding amount within 20 days of the invoice date;
 - b) Payment of part of the amount (but a minimum of 5% of the statement amount resp. CHF 100) within 20 days of the invoice date.Only variant a) is available for business cards.
- 5.3 If payment in accordance with section 5.2a) is not made on time or if the option to pay a partial amount is used in accordance with section 5.2b), interest will be charged on the amount still outstanding from the invoice date (this can be viewed at postfinance.ch and in the statement of acceptance).
- 5.4 The main account limit as well as the card and cash withdrawal limit(s) of the main and any additional cards will be reduced by the invoice balance outstanding. If payment is made respectively not made, or if less than the minimum payment (section 5.2b), PostFinance will have the right to request immediate payment of the entire outstanding amount (including interest), to debit it from the customer's PostFinance account and to block the card(s).
- 5.5 Any reminder and collection charges will be borne by the customer.
- 5.6 The minimum amount to be paid at the start with a prepaid card is debited directly by PostFinance from the PostFinance account indicated on the card application and credited to the card. The minimum amount for further inpayments (loading the card) and the upper limit of the card balance will be determined by PostFinance and may be altered at any time. In the event of a negative card balance, the outstanding amount will be settled immediately.

6. Responsibilities

- 6.1 The customer will be liable for all obligations arising from the use of the main or any additional cards.
- 6.2 The customer will be solely responsible for transactions conducted using the card. In particular, any disagreements, including complaints concerning goods and services and claims, will be dealt with directly with the merchant concerned. When returning goods, the customer must request a credit confirmation and/or request confirmation of cancellation from the merchant. Any disputes will not release the customer from their obligation to pay their invoice.
- 6.3 The customer generally bears the risks arising from the misuse of the card. They will be borne by the customer in any case if the transactions were approved using the customer's credentials. In all other cases, PostFinance will cover damages from the misuse of the card by third parties, if a complaint is made in good time provided the customer or the cardholder have complied with all parts of these Subscriber Conditions and provided, they are not at fault in any way. Persons, who are close related to the cardholder or otherwise associated with them will not be deemed as third parties (e.g. partners, authorized agents, persons living in the same household etc.) nor will other persons employed at the company in the case of business cards. The customer will be responsible for all transactions authorized, until the card is blocked.
- 6.4 Loss or damage, in connection with the possession or use of his card(s), will be borne by the customer. In particular, PostFinance will assume no liability if the card cannot be used due to a technical defect, a limit adaptation, cancellation or blocking. PostFinance will assume no liability in respect of the incidental benefits or additional services provided automatically with the card.
- 6.5 PostFinance will endeavour to provide the services made available under this contract without fault and interruption, as far as possible. However, it cannot guarantee this at all times. PostFinance reserves the right to interrupt access to the services at any time, particularly in the event that increased security risks or irregularities in its own or third party systems are identified, and also for maintenance work. Where PostFinance has exercised the customary degree of due care, the customer will bear the cost of any damage resulting from such interruptions. PostFinance will not assume liability for damages which are covered by insurance.

7. Period of validity/card renewal

- 7.1 The card, as well as the incidental benefits and additional services, will expire at the end of the month/year displayed on the card. PostFinance will automatically issue the customer with a new card in good time provided no cancellation has been carried out.
- 7.2 If the customer does not want a new or an additional card, they must notify PostFinance at least two months before the card expires, otherwise the annual fee for the card will be charged.
- 7.3 Costs may be incurred on the replacement of a card that has not yet expired and/or a PIN (further information on this can be found at postfinance.ch).
- 7.4 In the case of business cards, the company is obliged to immediately arrange for PostFinance to block the cards of cardholders leaving the company, to collect them from the cardholder and to destroy them.
- 7.5 When the card is automatically replaced upon expiry of the previous card, the cardholder must not re-register their new card with the providers of wallets/apps and/or recurring services (e.g. music/newspaper subscriptions, memberships, online services etc.). PostFinance can provide the providers mentioned, which have their head office either in Switzerland or abroad, with the relevant card details (card number and expiry date) via the card organizations Visa or Mastercard. There is the option of de-registering for this service.

8. Blocking/cancellation

- 8.1 The customer and PostFinance may arrange for the card to be blocked and/or the contractual relationship to be terminated at any time and without giving any reasons. The cardholder may only request the blocking of their own card. The cancellation of the main card will also apply automatically to additional cards. In the case of business cards, the cancellation of the company's main account automatically also applies to all cards managed under the contract.
- 8.2 Upon termination, all sums outstanding on the card(s) will automatically become due for payment. After cancellation, the card (including any additional cards) must be immediately destroyed without request. It will also no longer be permitted to use any value-

added services from this point onwards. There will be no entitlement to pro-rata reimbursement of the annual fee.

- 8.3 Despite blocking/cancellation, PostFinance will remain entitled to debit all amounts for which the cause was established prior to the effective blocking/cancellation (including debits from recurring services, such as music/newspaper subscriptions, memberships and online services etc.). The customer must either change the payment methods for recurring services of this kind by directly contacting their service provider or cancel the service in question.

9. Conditions

Annual charges, interest rates, commissions and fees etc. may apply to the card and its use. Costs incurred by the cardholder may also be invoiced. For transactions in foreign currency, PostFinance will use the selling rate of exchange on the day before the booking date for conversions, plus a surcharge. All conditions can be found at postfinance.ch.

10. Obtaining, processing and disclosure of data/involvement of third parties

- 10.1 The customer authorizes PostFinance to obtain or to issue vis-à-vis third parties (e.g. public authorities, employers, bank/financial intermediary, Central Office for Credit Information (ZEK) etc.) all information required to check the main account and the card application and to fulfil its legal obligations – in particular on combating money laundering. In cases of serious payment arrears, blocked cards or the misuse of cards, PostFinance will be authorized to report the matter to the ZEK. The ZEK is expressly authorized to make this information available to its members. The customer will release these offices and PostFinance from postal, banking, official and business secrecy for the aforementioned purposes.
- 10.2 The customer further acknowledges that under the Swiss Consumer Credit Act (hereinafter CCA), PostFinance is obliged to obtain from the Consumer Credit Information Office (hereinafter IKO) information relating to liabilities of the customer reported to this Office. PostFinance is also obliged to notify the IKO of outstanding amounts in accordance with certain provisions under the CCA. This stipulation does not apply to business card customers.
- 10.3 PostFinance may engage third parties to assess the main account and card application and credit standing as well as to process the contract (including any payment collection and anti-fraud activities). In particular, the customer and the cardholder agree that these third parties and their contractors (e.g. for the personalization of cards) will be given access to their data insofar as this is necessary for the diligent performance of the tasks assigned to them. The companies engaged may be based in Switzerland or abroad. The cardholder's data may therefore be transferred abroad. However, the international card organizations (Visa or Mastercard) and their contractors, which are engaged to process card transactions, will only have knowledge of the respective transaction data (e.g. information about the merchants, card number, expiry date, transaction amount and date and – depending on the transaction – the name of the cardholder). PostFinance and the relevant card organization are independent of one another and are considered individual controllers as defined by data protection legislation. The card organizations process the data they possess in Switzerland or abroad for their own purposes in accordance with their own privacy policies. PostFinance has no influence over the way in which card organizations process data.
- 10.4 The customer accepts that the relevant data will be forwarded to the card issuer, PostFinance, via the global Visa or Mastercard networks, even in respect of transactions conducted in Switzerland.
- 10.5 With regard to business cards, PostFinance will be authorized to transmit all data generated electronically or through written invoicing when using the card to the company (incl. parent and group companies).
- 10.6 If the card contains the name or logo of third parties or includes insurance and/or value-added services (or if such services are concluded separately to third parties at any time).
- 10.7 PostFinance will be authorized to assign all claims against the Customer to third parties at any time.

11. Mobile payment solutions

- 11.1 PostFinance can enable cards to be stored in mobile payment solutions. PostFinance itself is not the provider of the mobile payment solution. By storing the card in a mobile payment solution, the customer agrees to the provisions outlined below.

- 11.2 Customers may store only cards in their name in the mobile payment solution. PostFinance is free to choose whether and which cards it authorizes for mobile payment solutions.
- 11.3 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 the mobile payment solution.
- 11.4 PostFinance and the provider of the mobile payment solution in question are independent of one another and are considered individual controllers as defined by data protection legislation. The provider processes the data in its possession in Switzerland or abroad for its own purposes pursuant to its 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 directly to the provider.
- 11.5 When using mobile payment solutions, the provider and the international card organizations may receive additional information regarding devices (e.g. device ID). The providers of mobile payment solutions may also receive information regarding transaction data, e.g. in order to provide the customer with a transaction overview.
- 11.6 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 the mobile phone number must be reported to the PostFinance Card Center 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. The customer accepts the increased inherent risk of a violation of postal or banking secrecy and/or data protection.
- 11.7 The customer may also remove the card stored in the mobile payment solution. Removal of the card from the mobile payment solution shall not result in cancellation of the contract between the customer and PostFinance regarding the use of the credit or prepaid card. The provisions set out in section 8, apply to the cancellation of the contract.

12. Bonus programme

The cards are included in a bonus programme. A bonus is calculated as a percentage of the total amount of the invoice/transaction overview effectively paid. Cash withdrawals, money transfers (including P2P transfers or payments into gambling accounts) and debits for charges, interest and fees are excluded from the bonus programme. The bonus will be paid out on a half-yearly basis. An active account at PostFinance is required in order for the payment to be made. In the absence of such an account, the entitlement to the bonus lapses. The amount, at which the bonus currently stands, can be seen at postfinance.ch.

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