

A General provisions

1. Scope

These Subscriber Conditions (SC) govern the use of the service "PostFinance Pay for merchants".

In order to use the service, the merchant (hereinafter "Merchant") must be the holder of a business account with PostFinance or a Swiss third-party bank. With PostFinance Pay, the Merchant can settle claims arising from contracts of sale in remote transactions (online shopping) vis-à-vis its customers (shoppers) once the payment has been authorized.

All references to persons in these SC refer to individuals of all gender identities as well as to more than one person, as appropriate.

2. Eligibility for subscription and identity check

The service is excluded for sales transactions with immoral, indecent, disreputable, criminal or corrupt content (e.g. weapons, narcotics, pornographic representations, etc.). PostFinance can terminate the contract with the Merchant with immediate effect at any time on account of its services.

PostFinance checks the identity and business activities of the Merchant or its representative with the customary degree of due diligence. It uses technical and organizational means to detect and prevent misuse.

3. Commencement of service

The service can be used from the date on which confirmation of registration is issued by PostFinance.

4. Target group

PostFinance Pay is aimed at shoppers domiciled in Switzerland. The Merchant shall ensure that PostFinance Pay is displayed to this target group only when choosing the means of payment. For international shop domains, the Merchant's website must be designed to ensure that PostFinance Pay is not displayed to shoppers domiciled abroad (for example a special .ch-page, country pull-down menu, login with access to PostFinance Pay for persons domiciled in Switzerland).

5. Operational test

An operational test must be performed for each initial connection and whenever requested by PostFinance. The purpose of the test is to verify the message flow between the Merchant and PostFinance.

6. Third-party processing (payment service provider)

The Merchant may engage a payment service provider for all or part of the processing. As far as PostFinance is concerned, the actions of the payment service provider are deemed to have been performed by the Merchant.

7. System operation, delivery and processing

PostFinance operates the "PostFinance Pay" service. It is responsible for technical support, organization and administration of the system. It may have third parties in Switzerland and abroad provide some or all of its services. PostFinance is entitled to interrupt operation of the system if it believes it has good cause to do so. System interruptions for technical reasons will be undertaken outside peak hours wherever possible. The Merchant will not be entitled to compensation for system interruptions.

8. Communication channel / communication method / messages between parties

PostFinance and the Merchant shall communicate by e-mail. The Merchant acknowledges that the following risks in particular are borne by the Merchant during the electronic exchange of information by e-mail:

- Information is transmitted in unencrypted form over an open, publicly accessible network.
- The possibility that this information may be viewed and/or changed by third parties, and that such third parties may be able to infer the existence of a customer relationship, cannot be excluded.
- The sender's identity (e-mail address) may be impersonated or manipulated.
- The exchange of information may be delayed or interrupted as a result of transmission errors, technical defects, interruptions, malfunctions, unlawful interventions, overloading of the network, wilful blockage of

electronic channels by third parties or other deficiencies on the part of network operators.

In relation to its e-mail communications, PostFinance uses the contact details provided by the Merchant on the registration form. The Merchant shall notify PostFinance of any change of address without delay. The parties shall inform each other about important technical, organizational and administrative changes within a reasonable period of time. Notices of changes affecting security must be submitted by post in the form of written documents signed by the authorized persons.

9. Debiting fees

PostFinance charges the fees for PostFinance Pay to the Merchant's specified account on a daily basis.

If the Merchant has a PostFinance business account, it is also possible for the fees to be debited on a monthly basis at the Merchant's request. Merchants who are not authorized to sign for the fee debit account must hold a written debit authorization from the account holder in order for a debit to be performed legally.

10. Negative balance for merchants without a PostFinance business account

Any return of goods transactions or fees that result in a negative balance (debits higher than credits) will be charged to the Merchant who does not have a PostFinance business account.

11. Liability

The parties shall only be liable to each other for damages resulting from gross negligence or wilful breach of their contractual obligations. In relation to the service provided under the contract, PostFinance is not liable for damage incurred as a result of transmission errors, breaches of duty by the Merchant, technical defects, interruptions, malfunctions, unlawful interventions in telecommunication devices, misuse by the Merchant's employees, overloading of the network, wilful blockage of the electronic channels by third parties or other deficiencies. The saving of card data and/or security elements by the Merchant is not permitted.

12. Complaints

The Merchant must notify PostFinance of any complaints in relation to the service within 30 days of the corresponding business event occurring. Complaints that are not promptly submitted may result in the Merchant being liable for any resulting damages.

13. Confidentiality

The parties undertake to treat all information arising from this contract that is neither evident nor publicly accessible as strictly confidential. PostFinance undertakes to maintain confidentiality towards third parties regarding the Merchant's revenues. The Merchant undertakes to maintain confidentiality about the transaction data generated from the use of PostFinance Pay. The storage of card data and/or security elements and their use for other purposes by the Merchant is prohibited. The disclosure of data by the Merchant to third parties is prohibited. This will also apply after any termination of contract. This remains subject to section 6. **Within the scope of the PostFinance Pay service, the Merchant releases PostFinance, its governing bodies, employees and agents from any confidentiality obligations arising from bank client confidentiality, in particular with regard to joint communication (e.g. Merchant support for e-payment by telephone or e-mail).**

14. Data protection

14.1 General

The contracting parties undertake to comply with the provisions of applicable data protection law. In this context, the Merchant undertakes to impose compliance with data protection regulations on its staff who have access to confidential or otherwise sensitive data (particularly transaction data and security elements) and on third parties.

14.2 Data processing

The Merchant expressly authorizes PostFinance to obtain all information that is essential to the service and which PostFinance considers important in relation to the provision of the service or which it requires for the provision of the service from third parties and to disclose it to third parties. The Merchant agrees that any data relating to the service may be processed

in Switzerland and abroad and gives its explicit consent to this. Further information on how PostFinance processes personal data can be found in the General Privacy Policy at [postfinance.ch/dps](https://www.postfinance.ch/dps).

15. Account switch

If the Merchant would like to switch its account for settling the service, it must notify PostFinance of this in writing. In addition to the new account number and the corresponding bank, the Merchant must also specify the exact date for the desired switch, taking a time frame of 30 banking days into account. The switch is binding for PostFinance and the Merchant must ensure that the new bank account can be used for transactions.

16. Termination

Termination is subject to the following provisions:

- Either party may terminate the service by registered letter, subject to a notice period of one month to the end of a calendar month.
- Should the Merchant breach any provisions of these conditions, PostFinance will be entitled to terminate the contract with the Merchant without notice and without PostFinance being liable for compensation.
- In the event that the Merchant has been notified by PostFinance of amendments to these conditions and the Merchant does not agree with these amendments, it can terminate the contract before the amendments come into force subject to the provision of one month's notice by means of registered letter.

Notice of termination by the Merchant shall be addressed to: PostFinance Ltd, E-Payment Support, Mingerstrasse 20, 3030 Bern, Switzerland.

17. Amendments to these conditions

PostFinance may alter these conditions at any time. Amendments will be communicated to the Merchant in an appropriate form.

18. Supplementary provisions

If the Merchant maintains a business account with PostFinance for credits and debits associated with the service, the General Terms and Conditions of PostFinance Ltd shall apply in addition to these SC. In the case of contradictions, these SC shall take precedence.

In the case of merchants who are settling the service via a Swiss third-party bank instead of a PostFinance business account, the "Supplementary provisions for merchants without a PostFinance business account" below shall also apply.

B Supplementary provisions for merchants without a PostFinance business account

1. Banking days

In business transactions with PostFinance, Saturdays, Sundays and statutory public holidays are not considered banking days.

2. Powers of attorney

The Merchant may be represented by third parties vis-à-vis PostFinance for the entire business relationship. The power of attorney regulations are binding until revoked. In particular, they shall not expire on the death, declaration of presumed death, loss of capacity to act or bankruptcy of the principal.

3. Incapacity to act

The Merchant shall be liable for damages arising from incapacity to act on its part or on the part of its representative, unless PostFinance was informed in advance and in writing of the loss of capacity to act or of the possibility of carrying out banking transactions independently and in its interest.

4. Customer communication and data processing

The Merchant agrees that customer communications may take place by post, telephone and, insofar as permissible by law, via electronic channels (e.g. video and audio channels, e-mail, etc.) to the addresses used for contact with PostFinance or to the addresses specified or known to it.

PostFinance may store and evaluate customer communications in connection with the business relationship; specifically, for the prevention of fraud and abuse and for evidentiary and training purposes.

PostFinance may also use the data collected in the process to support the business relationship and for the purposes of market research and development.

5. Notification obligations

The Merchant must notify PostFinance without delay of all information relevant to the business relationship and any changes thereto, e.g. name, address or correspondence address, legal form, domicile/registered office, nationality, beneficial owners and representatives, status as a US person, as well as revocation of powers of attorney, signing rights and capacity to act of the Merchant itself or its representative.

The Merchant must fulfil its obligations to provide information in writing, unless PostFinance also permits other communication channels or agrees on such channels with the Merchant.

The Merchant is responsible for ensuring that contact with PostFinance is not broken off. If PostFinance is missing information relevant to the business relationship, the services can no longer be provided properly and the provisions on contactless and dormant assets will apply.

Notifications from PostFinance will be deemed as delivered if they are sent to the most recent known address, are published publicly or are sent via a different suitable communications channel.

6. Conditions

PostFinance sets prices for its products and services (commissions, fees including customer asset fees, expenses, etc.). It reserves the right to adjust these at any time in line with the money and capital markets, inflation and other changes in cost. Taxes and any additional charges incurred as well as any third-party costs shall be borne by the Merchant.

The Merchant will be notified of prices, price changes and the introduction of new prices in a suitable manner and they will come into force on the date specified.

Once the Merchant has received this notification, it has the option of immediate termination if it objects to the changes. This termination must be carried out within one month at most. In the event of any such termination, the Merchant shall not suffer any adverse consequences as a result of not observing the notice periods for termination or withdrawal.

7. Legal and further obligations and limitations to services

PostFinance can take suitable measures in order to comply with or implement legal or regulatory provisions, international agreements or sanctions and its agreements with third parties for the purpose of a smooth business relationship or for internal compliance and security reasons.

In such cases, PostFinance may in particular limit the use of the service, restrict rights of disposal without giving reasons, cancel the business relationship or report it to a competent authority, make amendments to conditions, invoice for additional expenses and/or take other suitable measures with immediate effect.

The Merchant is obliged to provide PostFinance on request with all the information and documents it requires to comply with the legal and regulatory provisions applicable to it in the interests of ensuring a smooth business relationship.

It is the Merchant's own responsibility to comply with the legal and regulatory provisions applicable to it (e.g. the obligation to declare and pay taxes).

8. Applicable law and place of jurisdiction

As far as admissible by law, the legal relationships between the Merchant and PostFinance shall be subject to substantive Swiss law. Subject to any conflicting and mandatory legal provisions, the sole place of jurisdiction for all types of proceedings is Bern. Bern shall also be the place of performance, unless otherwise agreed. The place of performance shall also be the place of debt collection for merchants whose domicile or registered office is not in Switzerland.

The Merchant has the option of contacting the Ombudsman to settle any dispute before taking the matter to court.

C PostFinance Pay payment method

1. Rejection of payment orders

PostFinance will check shoppers incoming payment orders immediately. PostFinance reserves the right to reject individual payment orders.

2. Credits and debits

If the entry is posted via PostFinance, the Merchant can specify several PostFinance business accounts in different currencies for the book entry. One business account must be identified as the main account in this case. Transactions will be booked to the account with the relevant currency. If there is no such account, the transaction amount will be converted by PostFinance at the current exchange rate (buying rate) during processing and booked to the Merchant's main account.

Only one account is possible for merchants where the entry is posted via a Swiss third-party bank, and this must be kept in Swiss francs (CHF). Any currency conversion of the transaction amount into CHF is based on the current PostFinance exchange rate (buying rate).

Subject to the provisions in section C1, PostFinance will credit only those amounts for which transaction data are received within 30 days of the authorization process. Merchants who perform transactions via a PostFinance business account will be credited no later than the second banking day after PostFinance receives the data. PostFinance reserves the right to re-debit all or part of an amount already credited, for example in the event of an incorrect booking due to an error or technical failure.

In the case of merchants who process credit and debit entries via a Swiss third-party bank, the time of the book entry, the value date and any modalities are determined by the corresponding third-party bank. PostFinance has no influence on this and cannot be held liable for any delays.

3. Delivery deadlines

Provided the shopper's payment order is processed successfully, PostFinance guarantees that it will process the amount if the Merchant submits the transaction to PostFinance for processing within 30 days of the purchase amount being authorized by the shopper.

Payment orders which are not submitted to PostFinance by the Merchant for processing within 30 days will expire and will no longer be processed.

4. Delivery and notification

Merchants can view all processing results for submitted transactions via their payment service provider's interface and, if the Merchant uses a PostFinance business account for the service, also on the bank statement for its PostFinance business account. On request, PostFinance will provide an additional ep2 standard RAF file and/or a detailed notice of payment for PostFinance Pay transactions.

5. Storage of payment details and right of objection

PostFinance Pay can be set as a payment method for purchases on the Merchant's website. This means that future purchases at the Merchant concerned can be processed via the PostFinance App on the shopper's smartphone without additional registration and approval.

Once a transaction with PostFinance Pay is approved by the shopper in the PostFinance App on their smartphone, it can no longer be cancelled. PostFinance Pay transactions that do not require approval by the shopper (registration of the payment method with the Merchant) can be cancelled in writing within 30 days of creating the account documents.

The Merchant shall bear the reverse booking risk for transactions with PostFinance Pay that do not require approval by the shopper. A reverse booking, i.e. a credit to the shopper's PostFinance account associated with a debit against the Merchant's account, may be made after the purchase amount has already been booked, if the shopper disputes the transaction and contests the debit with PostFinance within 30 days of the account statement being issued. In this case, it is up to the Merchant to request the money back from the shopper, by legal means where applicable.