

Basic agreement

for legal entities, partnerships and sole proprietorships

Basis for all business relationships

Basic agreement between PostFinance Ltd and the following contractual partner, hereinafter referred to as the customer:
(References to persons refer to both men and women as well as to groups of persons)

* optional information

Partner number* _____ Order number* _____

Customer

Company/Name _____

Street (domicile) _____ No. _____

Postcode _____ Location _____

Country _____

The customer confirms that he has received and taken note of the general terms and conditions and the subscriber conditions of PostFinance Ltd and acknowledges their content as legally binding for his business relationship with PostFinance Ltd. In particular, the customer confirms that he has read and accepted the confidentiality clause (application of the banking secrecy). The customer shall notify PostFinance promptly of any changes to the personal details given in this basic agreement.

The customer hereby confirms that he or she is the beneficial owner of the assets brought in under this contractual relationship (this includes existing as well as future accounts, products, and services that are managed under this base contract).

☐ Yes ☐ No

In dealings with PostFinance, the following signatures are binding for current and future business relationships with PostFinance, subject to any powers of attorney that have been granted:

<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	Signature	<input type="checkbox"/> sole	Location	_____
			<input type="checkbox"/> collective** <input type="checkbox"/> Group A* <input type="checkbox"/> Group B*	Country	_____
Last name				Date	_____
First name					
Date of birth					
Function					
Street				No.	_____
Postcode				Location	_____
Country					
Nationality				<input type="checkbox"/> CH other	_____

Customer should sign within the box

<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	Signature	<input type="checkbox"/> sole	Location	_____
			<input type="checkbox"/> collective** <input type="checkbox"/> Group A* <input type="checkbox"/> Group B*	Country	_____
Last name				Date	_____
First name					
Date of birth					
Function					
Street				No.	_____
Postcode				Location	_____
Country					
Nationality				<input type="checkbox"/> CH other	_____

Customer should sign within the box

** If needed, persons with collective signing authority may be divided into groups. This means that persons in group A may sign only with persons in group B or with persons not assigned to a group.

You can find information on data protection at postfinance.ch/data-protection. Information on the implementation of the Financial Services Act (including PostFinance's licence and the contact details of the supervisory authority and the ombudsman conciliation office) is available at postfinance.ch/finsa.



Tax Residency Self-Certification for Legal Entities

Based on the global standard for the Automatic Exchange of Information (AEOI) in tax matters, as well as the Foreign Account Tax Compliance Act (FATCA), PostFinance Ltd has the obligation to document the tax residences of its clients.

Partner number _____ Order number _____

1. Contractual partner

Company _____

Legal form _____

Residence Address

Street, no. _____

Postcode _____ Location _____

Country _____

2. Tax Residency

The undersigned hereby certifies that the Contracting Party has its tax residency exclusively in the following country/countries:

☐ Switzerland In case of a tax residency in Switzerland, the tax identification number may be omitted.

☐ Other countries:

_____	Tax identification number:	_____
_____	Tax identification number:	_____
_____	Tax identification number:	_____

If the contracting partner does not have an exclusive tax residency in Switzerland and does not have a tax identification number, the reasons for this must be explained below:

If you have any questions regarding your tax residence please contact your tax adviser.

3. Change of Circumstances and False Statements

For the duration of the contractual relationship with PostFinance Ltd, the undersigned undertakes to inform PostFinance Ltd on his/her own initiative and within 30 days regarding any change of circumstances that may affect the statements made on this form.

Deliberately or negligently issuing a false self-certification and failing to report a change of circumstances is punishable under Art. 35 of the Automatic Exchange of Information (AEOI) Act¹.

¹ Federal Act on International Automatic Information Exchange in Tax Matters (SR 653.1)



4. Confirmation

By signing this form below, the undersigned certify that the statements made above regarding the Contracting Partner are correct and truthful. PostFinance has provided no legal or tax counselling services aimed at evading the tax laws applicable to him/her or to the assets themselves.

Last name	_____	Last name	_____
First name	_____	First name	_____
Function	_____	Function	_____

In case of joint signatory authorisation, two signatures are required.

Location	_____	Location	_____
Date	_____	Date	_____
Signature	_____	Signature	_____

- Enclosures
- Information concerning the report of customer data as required by Article 14 of the AEOI Act
 - Explanations of Terms



Information concerning the report of customer data as required by Article 14 of the AEOI Act (AEOI)

Basic features of the AEOI

The automatic exchange of information is a standard process developed by the OECD to prevent tax evasion. The AEOI Standard stipulates the exchange of data on bank accounts and custody accounts of taxpayers among participating countries. Switzerland is a participating country and PostFinance Ltd is a reporting Swiss financial institution as defined by the AEOI which has to annually submit reportable accounts of reportable persons to the Federal Tax Administration (FTA). A reportable person is person resident for tax purposes in a country with which Switzerland has agreed AEOI (partner state(s)).

The list of partner states with which Switzerland has signed an agreement on the automatic exchange of information can be viewed under <https://www.sif.admin.ch/sif/en/home/themen/informationsaustausch/automatischer-informationsaustausch.html> or www.postfinance.ch/aeoi. The list is continually updated by the State Secretariat for International Financial Matters SIF or PostFinance, respectively, when a new agreement is taking effect.

Information to be exchanged

In case of a tax residence in a partner state, PostFinance is required to submit reportable personal data as well as information regarding an account to the FTA annually². Personal data include the name, address, country of residence for tax purposes, tax identification number and date of birth of the account holder or of the beneficial owner. In addition, the account number, the total gross amount of dividends, interest and other income, the total gross proceeds from the sale or redemption of financial assets, and the aggregate balance or value of the account at the end of each calendar year are reported.

Use of information

The information exchanged may only be made available to tax authorities of a partner jurisdiction and may only be used for tax purposes.

Rights of reportable persons

Under the AEOI Act and the Federal Act on Data Protection (FADP), reportable persons have the following rights:

1. Vis-à-vis PostFinance

Reportable persons are entitled to the full extent of legal protection offered by the FADP vis-à-vis PostFinance. In particular, they have the right to request what information has been collected about them and will be reported to the FTA.

PostFinance must provide reportable persons with a copy of its report to the FTA on request. In this regard, it must be noted that the information that is collected and reported about reportable persons may differ from their tax-relevant information. Moreover, reportable persons are also entitled to request that incorrect data in PostFinance systems be corrected.

2. Vis-à-vis the FTA

A reportable person's only right vis-à-vis the FTA is the right to access information and to request that incorrect data resulting from errors in the exchange process be corrected.

If the exchange of information would result in disadvantages for a reportable person that are not permissible due to a lack of constitutional guarantees, a reportable person's rights are set out in Article 25a of the Federal Act on Administrative Procedure.

A reportable person does not have the right to access FTA records. This means that he or she does not have the right to block the disclosure of personal details vis-à-vis the FTA. In addition, a reportable person is not entitled to have the legality of forwarding information outside Switzerland reviewed or to block any illegal forwarding and/or to demand the destruction of data processed without a sufficient legal basis.

² If you do not provide a tax residence, PostFinance is obliged to determine a tax residence based on indications, and this may result in a report to the FTA, as the case may be.



Explanations of terms

Automatic Exchange of Information (AEOI)

The purpose of the AEOI is to make tax avoidance impossible. Under the AEOI, data relating to bank and custody accounts is exchanged between tax authorities internationally. In order to secure the exchange of information, financial institutions are obliged to transfer client data to their national authorities, if an agreement has been concluded between the individual states. The AEOI exchange of information concerns all of the natural and legal persons having their tax residence in a state with which Switzerland has signed an AEOI agreement.

Reportable account

A reportable account is a financial account (e.g. account, custody account) whose holders (contractual partners) are one or more reportable persons. In addition, an account is considered reportable if one or more reportable persons control a passive non-financial entity.

Reportable person

A reportable person is a natural person or an entity resident for tax purposes in a reportable country.

Reportable country / participating country

- A reportable country is a country that has signed an agreement with Switzerland on the automatic exchange of information on financial accounts
- A participating country is a country that has committed to the AEOI but has NOT signed an agreement with Switzerland on the automatic exchange of information on financial accounts.

Account holder

The account holder is the contractual partner of an account and/or a custody account. In case of a joint account relationship, each joint owner is considered an account holder. The account holder has to declare the assets and revenues to his/her tax authority.

Foreign Account Tax Compliance Act (FATCA)

The FATCA is a US law applicable to all non-US domiciled financial institutions. These financial institutions have the obligation to report the data of their US clients to the US tax authority (IRS). As a financial institution, PostFinance Ltd complies with FATCA provisions.

Tax residence

Tax residence is determined according to country-specific regulations on unlimited tax liability. The connecting factors for unlimited tax liability vary according to state, whereby the following connecting factors are common:

1. Permanent residence under civil law
2. Centre of life interests
3. Habitual residence, or
4. Citizenship

If a person qualifies as having unlimited tax liability in more than one state under the national regulations, then if applicable the double taxation agreement (DTA) between the two states is to be used to determine the tax residence. What is known as the "tie-breaker" rules (cascade evaluation) are applied in such cases to determine in which state a person is tax resident. If there is no DTA between the two states which ascribes tax residence to either state, the person is deemed, for purposes of the automatic exchange of information relating to financial accounts, to be resident in both states.

PostFinance Ltd offers no tax advice. If you have any questions regarding your tax residence please contact your tax adviser.

Tax identification number

The identification number of a taxpayer which is issued by the state of residence.

If you have any questions regarding your tax identification number please contact your tax authority.

You will find additional information at:

www.postfinance.ch/aia

www.postfinance.ch/fatca



Range of services

for legal entities, partnerships and sole proprietorships

Partner number* _____

* optional information

For internal purposes:

☐ START-UP (do not tick)

Customer data

Customer

Company/Name _____

Street/no. (Domicile) _____

Postcode _____ Location _____

Website _____

Country _____ No. of employees _____

Sector/main activity _____

Entry in commercial register ☐ yes ☐ no Type of company _____

Annual turnover CHF ☐ CHF 0 – CHF 99'999 ☐ CHF 1 m – CHF 2.49 m

☐ CHF 100'000 – CHF 499'999 ☐ CHF 2.5 m – CHF 4.99 m

☐ CHF 500'000 – CHF 999'999 ☐ CHF 5 m and more

Authorized contact person _____

Function _____

Telephone number _____ E-mail* _____

Language of correspondence ☐ G ☐ F ☐ I ☐ E

☐ **We are already a customer and have the following**

Partner number _____ Account number _____

☐ **We are not yet customers.**

Other correspondence address*

Company/Name _____

Street/no. (Domicile) _____ P.O. Box _____

Postcode _____ Location _____

Country ☐ CH other _____

Choice of Service

Account for payment transactions

Currency

☐ CHF ☐ EUR ☐ _____

Additional description _____

Advice type

☐ electronically via e-finance ☐ PDF

☐ paper

Advice frequency

☐ weekly ☐ bimonthly ☐ monthly

☐ quarterly ☐ event-oriented

PostFinance Card (individual signing authority required)

in the last/first name of _____

Date of birth _____ Nationality _____

in the last/first name of _____

Date of birth _____ Nationality _____

PostFinance Card Pay (subject to a charge)

Paying-in card for cash deposits to your own account ☐ We would like to order _____ (number) cards

Services

☐ The account number may be published in the PostFinance online account directory



E-finance for online account management

☐ New registration for e-finance > standard solution

The e-finance service is to be opened for the following users with the following signing powers:

User 1

Last name _____ First name _____
Nationality _____ Date of birth _____
Function _____ ☐ sole ☐ collective

User 2

Last name _____ First name _____
Nationality _____ Date of birth _____
Function _____ ☐ sole ☐ collective

☐ New registration for e-finance > customized solution

The customer advisor will contact me regarding individual details to be defined such as other authorized signatories, other users, authorizations, salary payments, creditors, debtors, order documents, electronic account documents and custody account, etc.

☐ E-finance subscription exists

Add newly opened account to existing e-finance subscriber number.

No. _____

You will be contacted by PostFinance over the next few days so that all the users you require can manage the account you have just opened in e-finance.

Telephone advice/information

I would like information about the following payment solutions ☐ Debtors ☐ Creditors
Last name _____ First name _____
Telephone number _____ Preferred time _____
regarding _____

Data protection

Information on how PostFinance processes your personal data can be found in the "Information on data protection" enclosure or in our privacy policy at postfinance.ch/dps.

What you have to do when sending us personal data about other people

By sending us data about other people, you confirm that you are authorized to do so and that the data is correct. Before you send the data to us, please ensure that the relevant third parties have been informed that we will process their data and forward them a copy of the enclosed "Information on data protection" document or our Privacy Policy, which you can find at postfinance.ch/dps.

Comments

Date _____

Customer's signature*



Customer's signature*



Last name _____ Last name _____
First name _____ First name _____

* Signature of the holder/body or authorized person. Two signatures are required for joint signatory powers.

© PostFinance Ltd

To be completed by PostFinance

Financial data

Broker _____ Locality code _____ Staff number _____
Concluding office _____ Locality code _____ Staff number _____
☐ PF branch ☐ Post office ☐ _____



Power of attorney regulations for legal entities, partnerships and sole proprietorships

(applies to holders/bodies and authorized persons with or without substitution)

Authorization (excluding in particular credit card and property insurance) between PostFinance and the following contractual partner, hereinafter referred to as the customer:

Partner number* _____ Order number* _____
* optional information

1. Customer details

Company/Name _____
Street (Domicile) _____ No. _____
Postcode _____
Location _____
Country _____

2. Issue authorization

The Customer authorizes the person below to be his/her legal representative to PostFinance. In particular, the authorized person is entitled to access the assets invested at PostFinance in the name of the Customer and to submit other legally binding statements, including subscribing to certain new services and potentially ending the business relationship. The person is also entitled to obtain information on all stocks/transactions retroactively on all authorized accounts and custody accounts, or to request them via e-finance. The person may also issue sub-authorizations to third parties (known as e-rights) in e-finance. The signatures as well as all declarations submitted and measures taken by the authorized person are binding for the principal. The authorization does not expire if the Customer dies, loses the capacity to act or becomes insolvent (Article 35 of the Swiss Code of Obligations). It shall remain in force until PostFinance receives written revocation thereof, that is provided that PostFinance does not authorize other communication channels to revoke it at that point in time. The authorized person and the Customer shall notify PostFinance promptly of any changes to the personal details given below of the authorized person.

Authorized person 1

☐ Ms ☐ Mr

Last name _____
First name _____
Street _____ No. _____
Postcode _____ Location _____
Country _____
Date of birth _____
Function _____
Nationality ☐ CH other _____



Authorized person should sign within the box

The power of attorney arrangement applies:

- ☐ to all current and future business relationships
or
☐ only to the following account/custody account number

or

- ☐ only for account/custody account numbers as per the list enclosed

Type of signature (only 1 selection possible)

- ☐ sole ☐ collective
☐ collective group A** ☐ collective group B**

Substitute power of attorney (optional)

- ☐ By selecting this option, the authorized person is granted extensive representation rights. They can be the principal's representative to PostFinance in all matters (including those of a strategic nature). In particular, the authorized person is entitled to authorize other individuals.

For information on data protection, see point 4.



Authorized person 2☐ Ms☐ Mr

Last name _____



First name _____

Street _____ No. _____

Postcode _____ Location _____

Country _____

Date of birth _____

Function _____

Nationality ☐ CH other _____**Authorized person should sign within the box****The power of attorney arrangement applies:**☐ to all current and future business relationships

or

☐ only to the following account/custody account number_____

or

☐ only for account/custody account numbers as per the list enclosed**Type of signature (only 1 selection possible)**☐ sole☐ collective☐ collective group A**☐ collective group B****Substitute power of attorney (optional)**☐ By selecting this option, the authorized person is granted extensive representation rights. They can be the principal's representative to PostFinance in all matters (including those of a strategic nature). In particular, the authorized person is entitled to authorize other individuals.**For information on data protection, see point 4.****Authorized person 3**☐ Ms☐ Mr

Last name _____



First name _____

Street _____ No. _____

Postcode _____ Location _____

Country _____

Date of birth _____

Function _____

Nationality ☐ CH other _____**Authorized person should sign within the box****The power of attorney arrangement applies:**☐ to all current and future business relationships

or

☐ only to the following account/custody account number_____

or

☐ only for account/custody account numbers as per the list enclosed**Type of signature (only 1 selection possible)**☐ sole☐ collective☐ collective group A**☐ collective group B****Substitute power of attorney (optional)**☐ By selecting this option, the authorized person is granted extensive representation rights. They can be the principal's representative to PostFinance in all matters (including those of a strategic nature). In particular, the authorized person is entitled to authorize other individuals.**For information on data protection, see point 4.**

** If required, collectively authorized persons may be divided up into groups. This means persons from group A can only sign with persons from group B or persons not categorised into any group.



3. Remove power of attorney

☐ The power of attorney of the following person(s) is to be deleted

Last name _____ First name _____ Date of birth _____
Last name _____ First name _____ Date of birth _____

Once the authorization is cancelled, **any e-finance authorization is also cancelled, as is any PostFinance Card.**





4. Data protection





Information on how PostFinance processes your personal data can be found in the "Information on data protection" enclosure or in our privacy policy at postfinance.ch/dps.

5. Signature(s)

The Customer confirms the authenticity of the signatures provided above and recognizes the authorizations granted.

Signature of the holder/body or of the person authorized for substitution. For collective signing, two signatures are required.

Location _____ Date _____
   

Signature   Signature  
Last name _____ Last name _____
First name _____ First name _____

Please send the form to: PostFinance Ltd, Scan Center, 3002 Berne



K

Determination of the controlling person of legal entities and partnerships

(pursuant to Art. 4 section 2 let. b AMLA)

Partner number _____ Order number _____

Explanation

As a bank, PostFinance Ltd is legally obliged, in accordance with art. 4 section 2 let. b of the Anti-Money Laundering Act (AMLA), to determine the persons who control a company with a share (capital or votes) of at least 25 percent or who control it in another way. Please complete this form for this purpose for the contractual partner indicated below in accordance with the instructions.

1. Contractual partner

Company/organization _____
Legal form _____
Street _____ No. _____
Postcode _____ Location _____
Country _____
Telephone _____

2. Legal form

Tick the **legal form** that applies to the contractual partner and follow the instruction:

- ☐ Limited liability companies
- ☐ Unlisted private limited company
- ☐ Cooperative
- ☐ Limited partnership
- ☐ Partnership limited by shares
- ☐ General partnership
- ☐ Foreign legal form

→ Continue with point 3

- ☐ Association
- ☐ Foundation

→ Continue with point 4

- ☐ Self-employed person / sole proprietorship
- ☐ Listed private limited company
- ☐ Public law corporation, institution or administration
- ☐ Simple partnership
- ☐ Commonhold owners' association (COA)
- ☐ Joint owners' association, entered in the land register (JOA)

→ The persons do not have to be listed.
Sign the form under point 6

- ☐ or an exception in accordance with art. 22-24 CDB

The contractual partner is a bank, a securities dealer, a fund management company, a life insurance company, a CISA investment company, a CISA asset manager or a tax-exempt occupational pension institution with its headquarters in Switzerland or a bank, a securities dealer or other financial intermediary with its headquarters or domicile abroad in a country where it is subject to appropriate supervision equivalent to that under Swiss law and therefore no declaration is required.

→ Sign the form under point 6



3. Determination of controlling person for limited liability companies, private limited companies, cooperatives, general and limited partnerships, partnerships limited by shares and foreign legal forms

Tick the option that applies to the contractual partner *and follow the instruction*:

- ☐ One or several person(s) holds/hold shares directly or indirectly (**capital or votes**) of at least 25 percent in **the contractual partner**.
→ *List these persons under point 5.*
- ☐ **No** person(s) holds/hold shares directly or indirectly (capital or votes) of at least 25 percent in the contractual partner **and**
→ *select a) or b)*
- ☐ a) no person exercises control over the contractual partner in any other way.
→ *Only list the person(s) managing the business under point 5 (leave the share of the company field blank).*
- or**
- ☐ b) one or more persons exercise control over the contractual partner in another way.
→ *List these persons under point 5 (leave the share of the company field blank).*

4. Determination of controlling person
for associations and foundations

Tick how many management board / foundation board members your association / foundation has *and follow the relevant instruction*:

- ☐ 4 or less → *Enter **all management board/foundation board members** under point 5.*
- ☐ More than 4 → *Only enter **the chairperson** under point 5.*

5. Indications of controlling person
for all legal forms as per point 3 and 4

Complete the fields according to the instructions in the selection under point 3 or 4 (the share of the company can be a maximum of 100 percent).

Controlling person 1

Last name/Company name _____

First name _____ Share of the company _____ %

Date of birth _____ Nationality _____

Street¹ _____ No.¹ _____

Postcode¹ _____ Location¹ _____ Country _____

Controlling person 2

Last name/Company name _____

First name _____ Share of the company _____ %

Date of birth _____ Nationality _____

Street¹ _____ No.¹ _____

Postcode¹ _____ Location¹ _____ Country _____

Controlling person 3

Last name/Company name _____

First name _____ Share of the company _____ %

Date of birth _____ Nationality _____

Street¹ _____ No.¹ _____

Postcode¹ _____ Location¹ _____ Country _____

Controlling person 4

Last name/Company name _____

First name _____ Share of the company _____ %

Date of birth _____ Nationality _____

Street¹ _____ No.¹ _____





Postcode¹ _____ Location¹ _____ Country _____

¹ when specifying natural persons, their private domicile



6. Signature(s)

The contractual partner undertakes to inform PostFinance Ltd of any changes in writing without being requested to do so. Intentionally providing false information on this form is a criminal offence (falsification of documents under art. 251 of the Swiss Criminal Code).

Location	_____	Location	_____
Date	_____	Date	_____
			

Signature	_____	Signature*	_____
Last name	_____	Last name	_____
First name	_____	First name	_____
Function	_____	Function	_____

* For joint signatory powers, two signatures are required.

Please sign and return the **complete** form to:
PostFinance Ltd, Scan Center, 3002 Berne



Data protection information

PostFinance is fully committed to handling your personal data responsibly. With this document, we provide an overview of the purposes for which we process this data. More detailed information on data protection, including details about categories of the personal data processed, categories of recipient and disclosure abroad, can be found in our Privacy Policy at postfinance.ch/dps.

We process your personal data for the following purposes

Business relationships & communication

We process your personal data in particular in the context of establishing, registering, managing and ending your business relationship as well as in order to remain in contact with you and respond to your enquiries.

Compliance, security & corporate management

We process your personal data to comply with the directives of authorities, laws and internal regulations and to meet our legal obligations. This serves to protect both your and our security, and also helps us to prevent fraud and other unlawful acts, e.g. via controlled access to e-finance. We also use your personal data to manage our risks and to lead the company judiciously.

Marketing & mediation

We use your personal data for marketing and customer care so that you receive information and offers relevant to your needs and so that we can transmit products and services from third parties to you.

Improving offers & more

Your personal data helps us to improve and further develop our products, services and business constantly, as well as to meet your requirements, e.g. using market research. We may process your data for other purposes as well, such as to aid with our internal processes and administration, to protect our company rights or for internal training purposes.

Personal data of third parties: what you need to bear in mind

If you wish to send us personal data about other people (such as authorized representatives, controlling persons or heirs), please confirm that you are authorized to do so and that the data is correct. Please ensure that these third parties are informed about our processing of their data before transmitting it and give them access to this document or our Privacy Policy, which can be found at postfinance.ch/dps.

Contact details for any queries

PostFinance is generally responsible for processing personal data for the purposes listed below.

Should you have any concerns relating to data protection law, you can contact us at:

PostFinance Ltd
Data Protection Officer, Legal
Mingerstrasse 20
CH-3030 Bern
mydata@postfinance.ch

1. Introduction

These General Terms and Conditions (GTC) govern the relationship between the Customer and PostFinance Ltd (PostFinance). All references to persons in these GTC refer to persons of either gender and may apply to one or multiple persons.

With respect to individual products or services, there are further contractual elements such as regulations, Subscriber Conditions, conditions, manuals, product descriptions and brochures. Such provisions shall apply in addition to those contained in these GTC and shall take precedence over these GTC.

2. Identity verification

The Customer shall be obligated to keep his documents relating to the business relationship with PostFinance in a safe place and to take all necessary precautions to reduce the risk of unauthorized access or fraud. He shall inform PostFinance immediately of any irregularities he discovers. The Customer shall bear any loss attributable to a breach of this duty of care.

PostFinance verifies the Customer's identity or that of his representative with the level of care customary in the business. PostFinance uses technical and organizational means to detect and prevent abuse.

3. Powers of attorney

The Customer may designate third parties to act on his behalf in all dealings with PostFinance or for individual services to be provided by PostFinance. Powers of attorney are binding until revoked. In particular, they do not expire upon the death, official declaration of disappearance, loss of legal capacity or bankruptcy of the principal.

The revocation of the signatory power of an authorized agent on the power of attorney notified to PostFinance does not always result in the cancellation of his authorization to use the digital service offerings. This must be cancelled separately by the Customer.

4. Banking days

In all business dealings with PostFinance, Saturdays, Sundays and legally recognized public holidays do not count as working days.

5. Orders and erroneous entries

When the Customer issues an order, PostFinance shall execute it, provided the necessary conditions are met (e.g. sufficient funds available, limits set by PostFinance not exceeded, compliance with any lead times, verification of identity, no signs of misuse, compliance with legal and regulatory requirements).

If the Customer incurs, as a result of the non-execution, late execution or improper execution of his orders, a loss for which he is not responsible himself, PostFinance shall, in the event of ordinary negligence, only be liable for the loss of interest. The loss of interest shall be calculated with reference to the interest rates of PostFinance.

The Customer shall be liable for the consequences arising from orders that were inaccurate, incomplete or incorrectly placed.

6. Complaints

The Customer shall be obligated to submit complaints in connection with the business relationship immediately, but in any event within such period as set by PostFinance (if any). This applies in particular to the execution of orders and the receipt/non-receipt of customer documents such as account/custody account statements. Complaints that are not promptly submitted may result in the Customer being liable for any resulting losses.

7. Overdraft limit

Where the applicable preconditions are met (e.g. positive credit rating, regular deposits/incoming credits), PostFinance may grant an overdraft limit for up to one month. If the limit is exceeded in terms of time and/or amount, PostFinance shall have the right to block the account at any time and without prior notice.

8. Customer communications and data processing

The Customer agrees that customer communications may occur by mail, telephone and, to the extent legally permitted, also electronic channels (e.g., video and audio channels, e-mail, etc.) to the addresses used vis-à-vis 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 use the information collected in this manner to manage the business relationship with the Customer and for market research and market development purposes.

PostFinance publishes further information on the communication channels used, the risks involved and options for Customers to object at postfinance.ch/legal-information.

9. Conditions

PostFinance sets prices (commissions, fees including account balance fees, charges, etc.) and interest (including possible negative interest) for its products and services. It reserves the right to adjust these at any time to the money and capital markets, inflation and other changes in costs. PostFinance can debit such prices, interest, charges and expenses directly to the Customer's account. Taxes and any additional charges incurred as well as any third-party costs shall be borne by the Customer.

PostFinance determines the time at which interest and prices are credited or debited (value date) and the date from which or up to which the interest period runs. Deposits and withdrawals occurring during the course of the year are included in the interest calculation on a pro rata basis.

Prices, price adjustments and the introduction of new prices shall be notified to the Customer in an appropriate manner and shall take effect on the date specified. Interest rates or any changes thereto shall be published on the PostFinance website and shall take effect on the date specified there, without any special notification to the Customer.

Upon receipt of such notification, the Customer shall have the option to object and give immediate notice of termination of the affected product or the affected service, which must occur within one month at the latest. In the event of any such termination, the Customer shall not suffer any adverse consequences as a result of observing the notice periods for termination or withdrawal.

10. Foreign currencies

Counter investments corresponding to credit balances in foreign currencies are invested in the name of PostFinance, but at the cost and risk of the Customer, with correspondent banks within or outside the relevant currency area. The economic and legal consequences of any official measures affecting PostFinance's credit balance in the country of the currency or investment shall be borne by the Customer on a pro rata basis.

Foreign currency amounts are generally credited or debited to the account specified by the issuer of the payment, irrespective of the currency. PostFinance may credit the Customer for the incoming payment by posting it to the Customer's foreign currency account if the Customer has one in the specified currency.

The conversion from a source currency to another currency is made at the rate set and published by PostFinance for the selected payment method at the time the transaction is processed by PostFinance. The Customer shall bear all foreign exchange risks (e.g. in the event of a refund credit for a rejection/return transfer, in the event of system failure and/or suspension of trading due to special market events).

If the recipient institution of an international payment does not have an account in the currency of the payment order, PostFinance may convert the amount into the respective national currency of that institution.

11. Lack of capacity to act

The Customer shall be liable for any loss resulting from his own lack of capacity to act or the lack of capacity of his representative to act, unless PostFinance has been informed in advance and in writing of such lack of capacity to act or of the ability to carry out banking transactions independently and in his own interest.

12. Business relationship with multiple persons

If multiple persons together maintain a business relationship, they shall be jointly and severally liable to PostFinance for any resulting liabilities.

Payments to an account held by multiple persons may be credited to that account, even if the sender wishes to transfer the amount to a single account holder.

13. Notification obligations

The Customer must notify PostFinance immediately of all information relevant to the business relationship and of any changes thereto, e.g. name, address or correspondence address, domicile/registered office, nationality, beneficial owners and representatives, status as a US person,

and revocation of powers of attorney previously granted, signatory powers and capacity to act on the part of the Customer himself or of his representative.

The Customer must satisfy his notification obligations in writing, unless PostFinance also permits other communication channels to be used or agrees to such with the Customer.

The Customer shall be responsible for ensuring that contact with PostFinance is maintained. If PostFinance lacks information relevant to the business relationship, the provisions on dormant assets due to a lack of contact shall apply. For further information, please see postfinance.ch/legal-information.

Notifications from PostFinance are deemed to have occurred if sent to the last known address or if published publicly or transmitted via another suitable communication channel.

14. Legal and other obligations and service restrictions

PostFinance may take measures to comply with or implement legal or regulatory provisions, international treaties or sanctions, as well as agreements between PostFinance and third parties, for the purpose of ensuring proper business relationships or for internal compliance or security reasons. In particular, PostFinance may, in such cases, restrict the use of services and products, limit availability without providing any reasons, report the business relationship to a competent authority or terminate or modify its terms, charge additional costs and/or take other measures with immediate effect.

The Customer shall be obligated to provide PostFinance, upon request, with all such information and documentation as necessary for PostFinance to comply with the legal and regulatory requirements applicable to it or as necessary to safeguard a proper business relationship.

The Customer shall be solely responsible for complying with the legal and regulatory provisions applicable to him (e.g. the duty to file a tax return and pay taxes).

15. Data protection, confidentiality, banking secrecy

PostFinance, its officers and directors, employees and agents are bound by various confidentiality obligations based on data protection, banking secrecy and other regulations. It shall take appropriate measures to ensure data protection and compliance with the applicable confidentiality obligations.

However, the Customer hereby releases PostFinance, its officers and directors, employees and agents from such confidentiality obligations in the following cases:

a) To safeguard legitimate interests of PostFinance or the Customer; in particular:

- where the Customer and/or further parties involved in the business relationship or connected to the assets, such as beneficial owners, threaten or initiate legal action against PostFinance (including as a third party) or threaten or file reports of criminal offences or other reports against it with the authorities;
- to secure or enforce PostFinance's claims against the Customer or third parties involved in the business relationship, as well as to realize the collateral provided by the Customer or third parties (insofar as collateral provided by third parties exists to cover claims against the Customer);
- to collect on claims against the Customer;
- in the event of allegations made against PostFinance in public or to the media by the Customer and/or further parties involved in the business relationship or connected to the assets;
- to comply with legal information or reporting obligations;
- to fulfil its duty of care so that PostFinance can obtain information about the Customer from third parties;
- for credit checks and investigations by PostFinance at credit information agencies and authorities in Switzerland and abroad;
- for investigations relating to dormant assets;
- for investigations in connection with erroneous transactions on an account with PostFinance or a third-party bank.

b) To execute transactions

To the extent necessary to perform domestic or cross-border transactions and services (e.g. payment transactions, purchase, receipt and delivery, safekeeping and sale of securities or custody account assets, foreign exchange and precious metals transactions, derivative/OTC transactions). In order for PostFinance to execute such transactions or services, the Customer hereby authorizes and commissions PostFinance to disclose the data required for the transaction to third parties in Switzerland and

abroad who are involved in these transactions and services. This in particular also applies to the execution of transactions for the addition of recipient information in e-finance or for counter information. PostFinance may further disclose customer data to banks and selected major Customers in order to promote seamless payment transactions. Further third parties may include banks, payment service providers, exchanges, brokers, transaction registers, settlement and third-party custodians, issuers, public authorities or their representatives. This authorization also serves to ensure compliance with laws, regulations and compliance standards, contractual provisions as well as customs of business and trade.

The Customer acknowledges that where data is processed abroad, the confidentiality obligations are no longer governed by Swiss law and are beyond the control of PostFinance. In the case of cross-border services such as payment transactions via SWIFT, for example, PostFinance cannot rule out the possibility that authorities or third parties may access the Customer's data.

PostFinance publishes further information on its practices regarding the disclosure and handling of customer data at postfinance.ch/legal-information.

16. Involvement of third parties / outsourcing of business areas

PostFinance shall have the right to involve third parties in Switzerland and abroad for the provision of the services and for market research and market development purposes.

A list of the significant outsourced business areas may be viewed at postfinance.ch/legal-information.

To the extent PostFinance involves third parties or outsources business areas, the Customer agrees that customer data may be disclosed to and processed by such third parties to the extent necessary for the collaboration with such third parties. PostFinance shall be obligated to carefully select, instruct (including with respect to confidentiality) and monitor such service providers.

17. Analysis of customer data

The Customer agrees that PostFinance may use technical means to analyse the customer data available to it and data from third-party sources (e.g. public registers). In addition, PostFinance may use customer data to create and edit profiles.

The analysis and the profiles enable PostFinance to continuously improve the services, assist with quality assurance, and with respect to the individual Customer trigger support notices and help to provide offers tailored to meet the Customer's needs.

Further, in order to protect the Customer and itself against fraudulent or criminal activity, PostFinance may collect and process biometric data as well as account movement and transaction data and create corresponding profiles of the Customer. If, in doing so, PostFinance fails to observe the level of care customary in the market, it shall be liable for the resulting direct damages.

PostFinance publishes further information on the analysis of customer data at postfinance.ch/legal-information.

18. Rights of set-off, lien and retention

In respect of all existing and future claims arising out of its business relationship with the Customer, without regard to their due date or currency, PostFinance shall have the rights of set-off and lien over all assets it holds, itself or through third parties, on the Customer's behalf. With respect to future claims, PostFinance shall have the right to retain corresponding assets. PostFinance's right of lien arises automatically with the claim. PostFinance shall be entitled to pursue legal enforcement proceedings or to realize the lien directly as soon as the Customer is in arrears with its performance.

19. Term and termination

a) General provisions

The business relationship between the Customer and PostFinance is concluded for an indefinite term. The business relationship or individual products or services may be terminated in writing by either party at any time, subject to the provisions under b) and unless otherwise agreed. The written form requirement may be waived if in the individual case PostFinance permits other means of communication (e.g. digital communication) for termination.

In the event of the termination of individual products or services or of the entire business relationship, or if deposited assets and account balances can no longer be held by PostFinance for legal, regulatory, product-specific or other reasons, the Customer shall be required, upon request, to inform PostFinance where to transfer such assets and account balances. If

the Customer fails to provide this information, even after a reasonable grace period set by PostFinance, PostFinance may, at the Customer's expense, liquidate, deposit or physically deliver the assets and account balances to the last known delivery address, or send the proceeds and any remaining account balances in an appropriate form to the Customer at the last known delivery address.

b) Special provisions (universal service)

PostFinance may exclude Customers from using the payment transaction services in accordance with postal legislation (universal service) if the provision of the service is contrary to national or international law or poses a risk of serious legal or reputational damage.

A Customer may be completely or partially excluded from the specified services in particular if:

- PostFinance or its employees would be in breach of international treaties or sanctions, statutory provisions, regulatory requirements or official orders by meeting the universal service mandate in relation to the applicable Customer;
- PostFinance would expose itself to significant legal or financial risks by allowing the use of its services;
- PostFinance would incur unreasonable expenses in complying with its duty of care to monitor the customer relationship (e.g. due to the Customer's refusal to cooperate);
- the Customer refuses to provide the cooperation required to comply with the duty of care or deliberately complicates or makes it impossible;
- PostFinance discovers fraudulent, improper, otherwise unlawful or criminal conduct on the part of the Customer, such as phishing, failure to declare assets or unauthorized financial intermediation;
- there is a suspicion that the assets deposited with PostFinance stem from an improper, unlawful or criminal act;
- in the event of use of force or threats of serious adverse consequences for PostFinance or its employees;
- a negative balance is not settled despite repeated reminders.

20. Applicable law and jurisdiction

To the extent legally permitted, all legal relationships between the Customer and PostFinance shall be governed by Swiss substantive law. Subject to any mandatory statutory provisions to the contrary, the exclusive place of jurisdiction for all types of proceedings shall be in Berne. Unless otherwise agreed, Berne shall also be the place of performance. For Customers without a domicile or registered office in Switzerland, the place of performance shall also be the place of debt enforcement.

Before filing an action in court, the Customer has the option of contacting the ombudsman to resolve the dispute.

21. Amendments

PostFinance reserves the right to make changes to the services offered at any time and may amend these GTC as well as the other contractual elements such as the regulations, Subscriber Conditions, manuals, product descriptions and brochures at any time. Amendments to the GTC, regulations and Subscriber Conditions shall be announced in advance in a suitable manner, indicating the date on which they take effect. They shall be deemed approved if the Customer does not terminate the contractual relationship within a month. Amendments to manuals, product descriptions, brochures and the like are published on PostFinance's website and take effect as of the date of publication, without any special notification to the Customer.

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1. General

- 1.1 Various types of PostFinance Cards are available. 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 on the postfinance.ch website.
- 1.2 The term “Card” is used below to refer to both physical and digital cards with the corresponding functions and/or features. These Subscriber Conditions also apply to Cards used with mobile payment solutions.
- 1.3 PostFinance Cards are issued in the name of the account holder or a person designated by him. They are always issued to a specific account. The account holder is responsible for all Cards issued to his 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. The Customer shall register for the 3-D Secure protocol in accordance with the PostFinance directives. Where available, the Customer shall verify his online transactions by using the 3-D Secure protocol.

3. Restrictions

- 3.1 PostFinance sets the Card limits and informs the Customer of them. The currently applicable limits can be found at 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, the Customer 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:

- The means of personal identification 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 (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), the Customer shall use this to process his payment.
- The Customer shall observe the security information regarding Card usage at 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. PostFinance publishes further information on protecting mobile end devices at postfinance.ch/security.
- The Card may only be activated on mobile end devices whose SIM card (or eSIM) is in the Customer's name.
- Before changing his 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.

- 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 damage, the Customer shall assist to the best of his knowledge in investigating the case and minimizing the damages.
- The Customer is 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 must also be adhered to in dealings with the respective provider. The login data in particular must be protected and kept secret.

5. Blocking

The Customer and any person 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 the Customer rescinds a cardholder's authorization over the account, he must request that the physical Cards be returned and have the digital Cards blocked. If he is unable to do so, PostFinance must be notified 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) The Customer must rescind and cancel standing authorizations used to pay for recurring services directly with the provider. Should the Card be cancelled for any reason, the Customer shall bear the responsibility for updating his payment method or cancelling the service with the provider for all services with a recurring charge.
- b) When the Card is replaced, the Customer must register his 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 make card data (card number and expiry date) available to third parties in Switzerland and abroad (e.g. providers of wallets/apps and/or recurring services such as music/newspaper subscriptions, memberships, online services, etc.) via schemes (e.g. Mastercard). The purpose hereof is that debits on deposited/registered active cards can continue to be made after expiry resp. after replacement of the old card without adjustment by the cardholder.

7.2 PostFinance Card payment method

The PostFinance Card payment method is specifically designed for Card use in Switzerland. PostFinance and its contractors, 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 contractors, 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).

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. smartwatches or NFC stickers). PostFinance itself is – with the exception of the PostFinance App – not the provider of the respective mobile payment solution. PostFinance is free to select which mobile payment options it supports and which Cards and payment methods it authorizes for this.
- 8.2 The Customer may only store Cards in his name in the mobile payment solution.
- 8.3 The applicable subscriber conditions for the respective provider 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 in the sense of data protection legislation. The provider processes the data in Switzerland or abroad for its own purposes pursuant to its own subscriber conditions and privacy policy. PostFinance has no influence over how 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 device (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.

9. Account entries for Card transactions

- 9.1 The Customer acknowledges all cash withdrawals and payments for purchases of goods and services that are made and correctly registered using Cards issued to the Customer's account. Registration is deemed to be correct if the Card was used together with the corresponding means of identification, and technical and administrative investigations by PostFinance do not reveal any indications of recording errors and there is no evidence of any technical malfunction of the system.
- 9.2 In the event of disagreements regarding individual payments, particularly for disputes about goods, the Customer 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 sum shall be definitively debited to the account at a later point in time, or the sum shall only be reserved temporarily. This is particularly the case:
- with online payments, where the authorized sum can remain reserved in the cardholder's account for a set period, or until delivery of the actual purchase amount;
 - where a sum is reserved for a set period as a guarantee for a future service (e.g. deposit for a vehicle rental, booking accommodation, etc.), until delivery of the actual booking sum;
 - 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 sum 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 sum 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 the Customer 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 the Customer 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 the Customer as a result of misuse of the Card by third parties, provided that the Customer can prove that he 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 the Customer or each cardholder, 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 exchange rates shall be deemed provisional and non-binding unless expressly designated as binding.

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1. Scope

These Subscriber Conditions govern access to and use of PostFinance services which the Customer or his 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](https://www.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 himself in accordance with section 2.1 is deemed by PostFinance to be authorized to use the applicable digital service, 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 his authorized representatives, such as transactions on his accounts and/or custody accounts. Within the scope of the services, PostFinance may allow the Customer to make queries and may accept orders and communications from him without further verification of his 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 his 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 Customer must keep his means of personal identification and security elements 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](https://www.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](https://www.postfinance.ch/security).
- When logging on with an e-mail address or mobile phone number, the Customer confirms that he is the rightful user with the right of disposal over it, and that he has the right to sign as a sole signatory 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 his 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 customary in the business. 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, deposits, booking dates and generally accessible information such as 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 shall not assume any liability for the network operators and, to the extent legally permitted, disclaims 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 his 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 his 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](https://www.postfinance.ch/security). PostFinance publishes further information on online security and limitations of liability in individual cases at [postfinance.ch/security](https://www.postfinance.ch/security).
- 6.6 As far as possible, PostFinance strives to provide uninterrupted access to its Digital Services, free of interference. However, the availability of such access cannot be guaranteed 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 on the stock exchanges. 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, he is 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 are generally made available for a period of 24 months. Thereafter, they must be reordered. The Customer shall be solely responsible for saving and storing his 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 postal mail 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 data transmission 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. Certain technical features of the connection (e.g. 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, text messages, push messages and the like. They are not transmitted in encrypted form. It can thus not be ruled out that they may be viewed by unauthorized persons. By activating such notifications, the Customer is deemed to have accepted the associated increased risk of a breach of postal or banking secrecy 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.

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)

- 11.1 If the Customer registers with an invoicing party to receive electronic invoices (eBills), the electronic invoices of that invoicing party will be provided to the Customer and displayed for processing via the corresponding digital service channel.
- 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. Customers must settle any complaints directly and exclusively with the invoicing party.
- 11.3 The information required for the presentation of electronic invoices is provided by 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 him, without any need to obtain his 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 invoicing party via the parties entrusted with invoice transmission.
- 11.4 Within the scope of applicable law, the Customer shall be solely responsible for storing his electronic invoices. He acknowledges 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 after the due date of the invoice.
- 11.5 If the Customer also uses the eBill service with his e-mail address with another financial institution, his 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 his 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.

12. Offers

As part of its Digital Services, PostFinance offers its private Customers a platform on which PostFinance and third-party providers can make offers (e.g. personal discounts, promotions and products). In the case of third-party providers, PostFinance merely acts as an intermediary between the third-party provider making the offer and the Customer benefiting from such offer. Any claims of the Customer arising out of the contract with the third-party provider shall be governed exclusively by the corresponding agreements between the Customer and that provider.

Use of this platform requires a data analysis, which will be performed if the Customer has provided his consent and as long as he does not revoke his consent. The analysis is based on the contract and payment transaction data available to PostFinance and other available data and information that the Customer either provides when using the Digital Services or that PostFinance receives from or via the Customer as a result of his use of its services.

PostFinance does not disclose any Customer data to the third-party provider. For further information on data protection, please see postfinance.ch/legal-information.

1. Scope

These Subscriber Conditions apply to the execution and receipt of domestic and cross-border payment orders and incoming payments in all currencies and at all access points offered, irrespective of the product and order type.

2. Payment order requirements

2.1 Domestic

Payment orders

In order for PostFinance to execute a domestic payment on behalf of the Customer or one or more of his authorized representatives (hereinafter referred to as the "Customer"), all of the following information must be cumulatively available in the correct form:

- Name and, if applicable, address of the beneficiary;
- IBAN or account number of the beneficiary;
- Name and full address of the payer (in the case of counter payments);
- Specification of the account to be debited;
- Clearing number (Business Identifier Code, BIC, as applicable), PostFinance account and/or financial institution of the beneficiary;
- Transfer amount and currency;
- Date and signature (in the case of written payment orders).

Certain types of payment orders may be subject to different requirements of which the Customer shall be informed in an appropriate manner (e.g. in manuals on [postfinance.ch/manuals](https://www.postfinance.ch/manuals)).

National direct debit scheme

Direct debits are executed up to a negative balance of CHF 200, depending on the defined overdraft limit. Direct debits executed subject to a right of objection may be revoked by written notice to PostFinance within 30 days of dispatch of the account document. The Customer may submit a written request for blocking/restricting his account in respect of the national direct debit scheme or may make changes (block all direct debits from the account, or allow or exclude only certain invoicing parties).

2.2 Cross-border

SEPA payments

In order for PostFinance to execute a SEPA payment on behalf of the Customer, the Customer must provide PostFinance with the following information:

- Name or company name and full address of residence or registered office of the beneficiary;
- IBAN of the beneficiary;
- Specification of the account to be debited;
- Transfer amount in euros;
- Execution date for the payment order;
- Date and signature (in the case of written payment orders).

This information must be complete, accurate and consistent. For further information on SEPA payments, please see [postfinance.ch/sepa](https://www.postfinance.ch/sepa).

SEPA direct debit scheme

SEPA direct debit schemes are subject to separate GTC, which can be accessed at [postfinance.ch/sdd](https://www.postfinance.ch/sdd).

Other cross-border payments

For PostFinance to execute a cross-border payment on behalf of the Customer, the conditions specified in section 2.1 must be met. For further information on cross-border payments, please see [postfinance.ch](https://www.postfinance.ch).

International payment transaction services at the post office counter

At the post office counter, the Customer can make deposits to an account abroad and place international cash transfer orders. For further information on the payment transaction services we offer, please see [postfinance.ch](https://www.postfinance.ch).

Retraction requests for payments to an account located abroad and for international cash transfers can be made as long as the transaction data has not yet been prepared for dispatch to the payment transaction partner. Such retraction requests must be submitted to the office at which the initial order was placed no later than 11 a.m. on the day following the date of the original order. Retractions of "Urgent" payments cannot be made.

3. Execution of payment orders

3.1 Timing

If the requirements specified in section 2 are met, PostFinance will execute the payment order at the time specified therein. If the Customer delivers the payment order after the applicable cut-off time, the payment will generally be executed within two banking days.

3.2 Revocation and retraction

Payments made at physical access points cannot be revoked. Payments made

electronically can only be revoked as long as they have not yet been processed by PostFinance or forwarded to the payees. PostFinance shall prescribe the applicable procedures.

3.3 Corrections by PostFinance

PostFinance shall be entitled, but not obligated, to execute a payment order despite defective or missing information pursuant to section 2 if PostFinance is able to correct or supplement such information beyond any doubt (e.g. conversion of account numbers into IBAN format).

3.4 Insufficient funds

PostFinance shall have sole discretion to decide whether to execute a payment order despite insufficient funds. Where the Customer submits multiple payment orders, the total amount of which exceeds the Customer's available balance, PostFinance may determine whether and in what order to execute the individual orders.

3.5 Date of debit

When the payment order is executed, the account specified by the Customer is debited as of the date of execution (value date). For payments made with the PostFinance Card, the debit is posted immediately.

3.6 Delay, non-execution and return/debit of payments

If one or more of the requirements specified in section 2 are not met and if for that reason the payment order is not executed or is rejected after having been debited from the account by another party involved in the payment transfer (e.g. by the payee's financial institution), PostFinance shall credit the amount back to the applicable account if it was previously debited.

Where PostFinance is able to eliminate the reason for the rejection of the payment order itself, it shall be entitled, but not obligated, to execute the payment order anew, without consulting the Customer.

Delays where PostFinance is required to conduct investigations before effecting a payment, e.g. for regulatory reasons, also remain reserved.

3.7 Date of credit

The credit will be posted on the calendar day on which PostFinance is itself able to dispose over the amount received or, in the case of foreign currencies, when the correspondent bank has confirmed receipt of the cover amount.

If an execution or credit date falls on a Saturday, Sunday or public holiday, PostFinance shall be entitled to execute or credit the order the following banking day. By contrast, payment orders scheduled to be executed at the end of a period (e.g. end of month) are generally executed on the preceding banking day in cases where the specified execution date falls on a Saturday, Sunday, public holiday or a non-existent date.

The Customer acknowledges that the posting of credits to the payee's account may also be delayed as a result of foreign regulations.

3.8 Special types of payment orders

The conditions specified in section 2 shall also apply to collective orders for each individual deposit. In the event of individual erroneous payments, PostFinance shall be entitled not to execute or to reject the entire collective order.

PostFinance must receive a new standing order, a change or a cancellation in writing at least five banking days before the due date. The Customer may open, modify and delete standing orders made via e-finance himself, without written notification to PostFinance.

4. Incoming payments

As the payee, the Customer agrees that the amount of the transfer shall be credited solely on the basis of the IBAN indicated and without comparing the same with the name and address of the payee.

PostFinance reserves the right to perform this comparison at its own discretion and to reject the payment order in the event of a discrepancy. In the event of such a rejection, PostFinance shall be entitled to inform the financial institution of the payer of the discrepancy.

As the payer, the Customer acknowledges that the credit will be made by the payee's financial institution solely on the basis of the IBAN indicated and without comparing the same with the name and address of the payee. The payee's financial institution may also reserve the right to perform this comparison and to reject the payment order in the event of a discrepancy.

5. Erroneous and incorrect bookings

If PostFinance causes erroneous or incorrect bookings, it shall have the right to reverse such transactions at any time without consulting the Customer.

6. Credit and debit notes

Credit and debit notes shall be provided to the Customer in appropriate form with the monthly bank statement at the latest. Special agreements with respect to the timing, form and type of such notes remain reserved.

7. Use of data and data correction

Efficient, cost-effective and smooth processing of payment orders and incoming payments requires correct and complete data in a standard format. For this reason, PostFinance shall be entitled to correct Customer data without notifying the Customer in advance (e.g. incomplete or incorrect account numbers/IBAN, last name and first name or company name and address).

The Customer shall authorize PostFinance to disclose corrected Customer data to persons domiciled in Switzerland who, at the Customer's request, issue payment orders for his benefit and have received the relevant information from the Customer for this purpose.

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