

1. Scope/Service

These Subscriber Conditions govern the use of PostFinance Visa and/or Mastercard® Credit and Prepaid Cards (hereinafter referred to as Cards). They apply to the relationship between PostFinance Ltd (hereinafter referred to as PostFinance) and the Customer and, where expressly indicated, also the Cardholder (see section 1 of the "General Terms and Conditions of PostFinance Ltd" (GTC); postfinance.ch/legal-information).

With regard to Credit and Prepaid Cards for private customers, the Customer is the person in whose name the Credit Card contract (main account/main Card) is concluded (referred to as the Customer). The Cardholder is the person in whose name the Card (main, second and partner Cards) is issued (referred to as the Cardholder).

With regard to the PostFinance Visa Business Card (hereinafter referred to as Business Cards), the Customer is the company in whose name the framework contract (main account) is concluded (referred to as the Customer). The Cardholder is the person in whose name the Card is issued (referred to as the Cardholder).

2. Card issue

- a) The Cards will always be issued in the name of the Cardholder.
- b) Every Card issued will remain the property of PostFinance.
- c) The Cards can also be issued in virtual form and displayed in an environment defined by PostFinance (e.g. in the PostFinance App).

3. Card use

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

4. Customer's due diligence obligations

In particular, the Customer must fulfil the following due diligence obligations with regard to the Cards:

- a) All means of identification (e.g. e-finance number, contract number, user identification) and security elements (e.g. PIN, Device code) must be kept secret by the Customer/the Cardholder and must not be passed onto third parties, kept together with the Card or end Device (PC, smartphone, wearable such as smartwatch, tablet, etc.; referred to as Devices) or written on the Card under any circumstances. The chosen means of identification and security elements set by the Customer/the Cardholder must not consist of easily identifiable combinations (telephone number, date of birth, etc.). The means of identifica-

tion and security elements must be changed immediately if there is reason to believe that they are known to third parties.

- b) The means of identification and security elements, the Card, the card details and Devices must be kept safe by the Customer/the Cardholder and may not be passed onto or made accessible to third parties. If the Customer/the Cardholder uses the Card on a Device or in a mobile payment solution, they are obliged to minimize the risk of unauthorized access by implementing appropriate protective measures (e.g. by locking the Device). Means of identification and security elements for access to Devices and/or apps may be used to approve transactions via a mobile payment solution and must therefore be kept confidential.
- c) The Customer is aware of the security instructions regarding Card usage at postfinance.ch/security and complies with the relevant security standards.
- d) The Customer must check the invoice/transaction overview upon receipt. Any irregularities, such as debits due to the misuse of the Card, must be reported by the Customer to PostFinance immediately. The invoice/transaction overview shall be deemed to have been approved if no objections have been made within 30 days of the date of the invoice/transaction overview via the channels defined by PostFinance.
- e) In the event of the loss or theft of the Card or Device, if the Card is withheld or upon suspicion of misuse, the Customer/the Cardholder must immediately notify PostFinance. In the event of criminal acts, the competent police authorities must be notified and, in the event of damages, the Customer must cooperate to the best of their knowledge with the investigation into the case and to minimize damages.
- f) Before changing or relinquishing possession of a Device or in the event of a long period of Device inactivity, the Customer must ensure that the mobile payment solutions cannot be used by unauthorized third parties (e.g. by resetting the Device, deleting the stored card data, locking the Device-specific tokens, deleting the E-Wallet from the Device, etc.).
- g) The Customer must notify PostFinance of any changes to the details provided in the card application (e.g. account details, beneficial owner, income situation) without delay.
- h) The Customer is responsible for disposing of the Card; the Card must be disposed of in such a way that it cannot be misused.

5. Invoicing/Methods of payment

- a) The Customer undertakes to pay the annual fee and the charges for the services used in addition to all authorized transactions.
- b) The invoice can be settled in the following way:
 - Payment of part of the amount (but a minimum of 5% of the statement amount, respectively CHF 100) within 20 days of the invoice date;
 - Payment of the full outstanding amount within 20 days of the invoice date. Only this variant is available for Business Cards.
- c) If payment in accordance with section 5 b) is not made on time, interest will be invoiced on the amount still outstanding from the invoice date (this can be viewed at postfinance.ch and in the statement of acceptance).
- d) The main account limit as well as the Card and cash withdrawal limit(s) of the main and any additional cards will be reduced by the invoice balance outstanding. If payment is not made, or if less than the minimum payment (see section 5 b) is made, PostFinance will have the right to request immediate payment of the entire outstanding amount (including interest), to set it off against the Customer's PostFinance account balance and to block the Card(s). PostFinance shall also have the right of set-off if this leads to a shortfall or exceeding the overdraft limit set forth in section 10 GTC and may result in PostFinance taking further action.
- e) Any reminder and collection charges will be borne by the Customer.
- f) The minimum amount to be paid at the start with a Prepaid Card is debited directly by PostFinance from the PostFinance account indicated on the card application and credited to the Card. The minimum amount for further inpayments (loading the Card) and the upper limit of the Card balance will be determined by PostFinance and may be altered at any time. In the event of a negative card balance, the outstanding amount must be settled immediately. PostFinance shall have the right to set off the negative card balance against the Customer's PostFinance account balance. Should this lead to a shortfall or exceeding of the overdraft limit set forth in section 10 GTC, PostFinance is entitled to take further steps.

6. Responsibilities

- a) The Customer shall be liable for all liabilities arising from the use of the main and any additional cards.
- b) The Customer is solely responsible for transactions conducted using the Card. In particular, any disagreements, including complaints concerning goods and services and claims, must be settled directly with the merchant concerned. When returning goods, the Customer must request a credit confirmation and/or request confirmation of cancellation from the merchant. Any disputes shall not release the Customer from their obligation to pay their invoice.
- c) As a basic principle, the Customer bears the risks arising from misuse of the Card. The Customer will bear such risks in all cases in which the transactions were approved using the Customer's means of identification or security elements (see section 4 a). In all other cases, PostFinance will assume liability for damages incurred by the Customer as a result of misuse of the Card by third parties, provided that the Customer/the Cardholder can prove that they have complied with all parts of these Subscriber Conditions and the "General Terms and Conditions of PostFinance Ltd" (GTC) and that they are not at fault in any other way. Persons who are close or related to the Customer/the Cardholder or otherwise associated with them will not be deemed as third parties (e.g. partners, authorized agents, persons living in the same household, etc.) and nor will other persons employed at the company in the case of Business Cards. The Customer will be responsible for all transactions authorized until the Card is blocked. PostFinance must be notified of any misuse of a card or damages immediately upon discovery. PostFinance shall not assume any damages covered under an insurance policy or third party or consequential damages. The claim form or electronic claim report must be returned to respectively notified to PostFinance within ten days of receipt. PostFinance may limit or exclude its liability for damages in individual cases, particularly in the event of a repeat incident or failure of the Customer to cooperate in handling the damages claim. PostFinance shall assume no liability whatsoever for services provided by third parties.
- d) Loss or damage in connection with the possession and/or non-abusive use of the Card(s) will be borne by the Customer. In particular, PostFinance will assume no liability if the Card cannot be used due to a technical defect, a limit adaptation, termination or blocking. PostFinance will assume no liability in respect of the incidental benefits and additional services provided automatically with the Card.
- e) PostFinance will endeavour to provide the services made available under this contract without fault and interruption as far as possible. However, it cannot guarantee this at all times. PostFinance reserves the right to interrupt access to the services at any time, particularly in the event that increased security risks or irregularities in its own or third party systems are identified, and also for maintenance work. Where PostFinance has exercised the degree of due care customary in the industry, the Customer will bear the cost of any damage resulting from such interruptions. PostFinance will not assume liability for damages which are covered by insurance.
- f) Otherwise, PostFinance will be liable in accordance with the "General Terms and Conditions of PostFinance Ltd" (GTC).

7. Period of validity/Card renewal

- a) The Card, as well as the incidental benefits and additional services, will expire at the end of the month/year indicated on the Card. PostFinance will automatically issue the Customer with a new card in good time provided that no notice of termination has been given.
- b) If the Customer does not want a new or an additional card, they must notify PostFinance at least two months before the Card expires, otherwise the annual fee for the Card will be charged.
- c) Costs may be incurred on the replacement of a card that has not yet expired and/or a PIN (further information on this can be found at [postfinance.ch](https://www.postfinance.ch)).
- d) In the case of Business Cards, the company is obliged to immediately arrange for PostFinance to block the Cards of Cardholders leaving the company, to collect them from the Cardholder and to destroy them.
- e) When the Card is automatically replaced upon expiry of the previous card, the Cardholder must not re-register their new card with the providers of E-Wallets/apps and/or recurring services (e.g. music/newspaper subscriptions, memberships, online services etc.). PostFinance can provide the providers mentioned, which have their head office either in Switzerland or abroad, with the relevant card details (card number and expiry date) via the card organizations Visa or Mastercard. There is the option of de-registering for this service.

8. Blocking/Termination

- a) The Customer and PostFinance may arrange for the Card to be blocked and/or the contractual relationship to be terminated at any time and

without giving any reasons. The Cardholder may only request the blocking of their own Card. The termination of the main Card will also apply automatically to additional Cards. In the case of Business Cards, the termination of the company's main account automatically also applies to all Cards managed under the contract.

- b) Upon termination, all sums outstanding on the Card(s) will automatically become due for payment. After termination, the Card (including any additional Cards) must be immediately destroyed without request. It will also no longer be permitted to use any value-added services from this point onwards. There will be no entitlement to pro-rata reimbursement of the annual fee.
- c) Despite blocking/termination, PostFinance will remain entitled to debit all amounts for which the cause was established prior to the effective blocking/termination (including debits from recurring services, such as music/newspaper subscriptions, memberships and online services etc.). The Customer must either change the payment methods used for recurring services of this kind by directly contacting the respective service provider or terminate the service in question.

9. Conditions

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

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

- a) The Customer authorizes PostFinance to obtain from or issue to third parties (e.g. public authorities, employers, bank/financial intermediary, Central Office for Credit Information (ZEK) etc.) all information required to check the main account and the card application and to fulfil PostFinance's legal obligations – in particular with regard to combating money laundering. In cases of serious payment arrears, blocked Cards or the misuse of Cards, PostFinance will be authorized to report the matter to the ZEK. The ZEK is expressly authorized to make this information available to its members. The Customer will release these offices and PostFinance from postal, bank client, official and business secrecy for the aforementioned purposes.
- b) The Customer is aware that under the Swiss Consumer Credit Act (hereinafter CCA), PostFinance is obliged to obtain from the Consumer Credit Information Office (hereinafter IKO) information relating to liabilities of the Customer reported to this Office. PostFinance is also obliged to notify the IKO of outstanding amounts in accordance with certain provisions under the CCA. This stipulation does not apply to Business Card Customers.
- c) PostFinance reserves the right to engage third parties, including, in particular, CRIF Ltd., to assess the Customer's economic performance as part of the process of reviewing their Credit Card application. The assessment uses an automated scoring model that relies on mathematical and statistics-based processes to calculate a forecast value representing the credit risk with regard to the Customer. If the assessment gives rise to doubts regarding the Customer's creditworthiness, the Customer will also authorize PostFinance to obtain an extract from the debt collection register from the competent authority.
- d) PostFinance may engage third parties to assess the main account, card application and credit standing, and to process the contract (including any payment collection and anti-fraud activities). In particular, the Customer and the Cardholder are aware that these third parties and their contractors (e.g. for the personalization of Cards) will be given access to their data insofar as this is necessary to ensure the diligent performance of the tasks assigned to them. The companies engaged may be based in Switzerland or abroad. The Cardholder's data may therefore be transferred abroad. However, the international card organizations (Visa or Mastercard) and their contractors, which are engaged to process card transactions, will only have knowledge of the respective transaction data (e.g. information about the merchants, card number, expiry date, transaction amount and date) and – depending on the transaction – the name of the Cardholder. PostFinance and the respective card organizations are independent from one another and are considered individual controllers as defined by data protection legislation. The card organizations process the data they possess in Switzerland or abroad for their own purposes in accordance with their own privacy policies. PostFinance has no influence over the way in which card organizations process data. Further information on the principles and methods of data processing by PostFinance can be found in the "PostFinance Ltd General Privacy Policy" ([postfinance.ch/dps](https://www.postfinance.ch/dps)). This applies in particular to the purposes of data processing, data recipient categories and data protection-related claims by the Customer.

- e) The Customer is aware that the relevant data will be forwarded to the card issuer, PostFinance, via the global Visa or Mastercard networks, even in respect of transactions conducted in Switzerland.
- f) PostFinance shall transfer all data generated when a Business Card is used (e.g. transaction details) electronically or by means of a written invoice to the address provided by the Customer for this purpose, which may then involve parent and group companies.
- g) If the Card contains the name or logo of third parties or includes insurance and/or value-added services (or if such services are concluded separately), the Customer or the Cardholder is aware that PostFinance can exchange data with these third parties and their contractors if required for the provision of the services linked to the Card.
- h) PostFinance will be authorized to assign all claims against the Customer to third parties at any time.

11. Mobile payment solutions

- a) PostFinance can enable Cards to be stored in mobile payment solutions. "Mobile payment solutions" are solutions for making payments using a E-Wallet (electronic wallet) or other apps via mobile end Devices such as smartphones and wearables (e.g. smart watches). PostFinance itself is not the provider of the mobile payment solution. By storing the Card in a mobile payment solution, the Customer agrees to the provisions outlined below.
- b) Customers may store only Cards in their name in the mobile payment solution. PostFinance is free to choose whether and which Cards it authorizes for mobile payment solutions.
- c) The use of mobile payment solutions is subject to the respective payment service provider's Subscriber Conditions. The payment service provider can make changes to the service and the applicable Subscriber Conditions and/or suspend the mobile payment solution, either temporarily or permanently, at any time and at its own discretion. PostFinance accepts no liability for the functionality of the mobile payment solution.
- d) PostFinance and the provider of the respective mobile payment solution are independent of one another and are considered individual controllers as defined by data protection legislation. The provider processes the data in its possession in Switzerland or abroad for its own purposes pursuant to its own Subscriber Conditions and privacy policy. PostFinance has no influence over the way in which providers process data. Any objections to the provider's processing of data must be addressed directly to the provider.
- e) When using mobile payment solutions, the provider and the international card organizations may receive additional information regarding Devices (e.g. Device ID). The providers of mobile payment solutions may also receive information regarding transaction data, e.g. in order to provide the Customer with a transaction overview. The Customer acknowledges that PostFinance and its governing bodies, employees and agents are released from their duties of confidentiality, including after the end of their business relationship with the Customer, with regard to the exchanging of data between the provider, PostFinance and the relevant card networks in connection with the use of the mobile payment solution.
- f) If a mobile phone number is needed to use or register for the mobile payment solution, the Customer or Cardholder shall be obliged to provide PostFinance with a current mobile phone number. Changes to mobile phone numbers must be reported to PostFinance immediately (phone number on the reverse side of the Card). PostFinance is entitled to use the mobile phone number to contact the Cardholder (namely via SMS, push notification and similar) and – in connection with the prevention of misuse and fraud in particular – to send information such as confirmation, authentication and activation codes to the mobile phone number provided. Such messages are not transmitted in encrypted form. For this reason, it cannot be ruled out that they may be read by unauthorized individuals and that third parties such as Internet or mobile network providers might infer the existence of the banking relationship or gain access to bank Customer information. The Customer acknowledges the inherent increased risks of a breach of postal secrecy or bank client confidentiality and/or data protection.
- g) The Customer may also remove the Card stored in the mobile payment solution. Removal of the Card from the mobile payment solution shall not result in termination of the contract between the Customer and PostFinance regarding the use of the Credit or Prepaid Card. The provisions set out in section 8 apply to the termination of the contract.

12. Bonus programme

PostFinance can offer a bonus programme for Credit or Prepaid Cards. Information about these programmes can be found at postfinance.ch/cards and postfinance.ch/visabusiness.

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