

1. Scope/service

These Subscriber Conditions govern access to and use of PostFinance services which the Customer or their authorized representatives may access via digital channels, i.e. browser 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 (see section 1 of the "General Terms and Conditions of PostFinance Ltd" (GTC); postfinance.ch/legal-information).

2. Access

- a) Access to the Digital Services is granted to the individual who identifies 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, amend/modify these on an ongoing basis and accept means and procedures of identification offered by third parties for certain services.
- b) The individual who has correctly identified themselves in accordance with section 2 a) is deemed by PostFinance to be authorized to use the applicable Digital Services, regardless of any commercial register entries or recorded powers of attorney to the contrary. The Customer acknowledges and approves, without reservation, all of the transactions effected with their means of identification and security elements or those of their authorized representatives, such as transactions entered on the Customer's accounts/custody accounts/portfolios. Within the scope of the services, PostFinance may therefore allow the Customer to make queries and may accept orders and communications from them without further verification of their authorization.

3. Limits

PostFinance may set amount limits for executing payments via its Digital Services. It will inform the Customer of these limits in an appropriate manner. Individual limits may be set, depending on the product or service.

4. Blocking

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

5. Customer's due diligence obligations

In particular, the Customer must fulfil the following due diligence obligations in connection with use of the Digital Services:

- a) The personal means of identification and security elements are to be kept secret and may not under any circumstances be disclosed to third parties. The Customer is aware that PostFinance never asks its customers for personal means of identification or security elements over the phone or via electronic means of communication (e.g. via e-mail or SMS).
- b) The personal means of identification and security elements may not be physically stored together with the end Device (PC, smartphone, wearable such as smartwatch, tablet, etc.; hereinafter referred to as "Devices") used for accessing the Digital Services. The chosen personal means of identification and security elements must not consist of easily identifiable combinations (telephone number, date of birth, etc.). The personal means of identification and security elements must be changed immediately if there is reason to believe that another person has become aware of them.
- c) The Customer is obligated to protect the Devices used for accessing the Digital Services against unauthorized access, unauthorized use or manipulation by adopting suitable measures that draw on the latest technology (e.g. by locking the Device with a code or unlocking it using their own biometric features). Remote access to the Devices must not be permitted. In addition, the Customer must keep operating systems and application programs in particular up to date and must immediately install software and security updates made available or recommended by the respective providers. The Customer must also take the usual security precautions for the use of the Internet via the applicable Device in accordance with the latest technology (e.g. use of an up-to-date antivirus program and a firewall).
- d) On Devices with a SIM card, the SIM card (or eSIM) may only be activated if it is used solely and lawfully by the Customer in connection with the use of PostFinance Digital Services. In the event that the Device or SIM card are lost, PostFinance must be informed immediately. Before changing their mobile phone number (e.g. when cancelling the contract with the mobile network operator) as well as when passing on the 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 Device.

- e) If PostFinance asks the Customer to additionally confirm certain orders (e.g. payments, changes in settings, transfer to another Device and/or mobile phone number) after they have been submitted, they must carefully check the corresponding request, e.g. push notification on the mobile phone and the order information contained therein, and only confirm it if it complies with their will. If the Customer fails to provide such confirmation, PostFinance will not execute the applicable order.
- f) If there is suspicion that the products or services are being misused by third parties, the Customer must contact PostFinance immediately so that the latter can take appropriate measures, e.g. block the service concerned. The competent police authorities must be notified of any criminal acts committed by third parties 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.
- g) The Customer is aware of the security instructions at postfinance.ch/security and complies with the relevant security standards.

6. Liability

- a) 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.
- b) Information on accounts, custody accounts, portfolios, booking dates and generally accessible information such as foreign or cryptocurrency 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.
- c) The Customer shall be responsible for technical access to the Digital Services of PostFinance. PostFinance is not liable for the network providers and also disclaims, to the extent permitted by law, any liability for the hardware and software required to use the Digital Services.
- d) To the extent legally permitted, PostFinance disclaims any liability for damages to the Customer or third parties associated with the Customer (e.g. beneficial owners, representatives, controlling persons, authorized representatives, etc.) 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.
- e) PostFinance provides the most reliable and uninterrupted access possible to its Digital Services. However, it cannot guarantee this at all times. PostFinance reserves the right to interrupt access to the Digital Services and/or the services contained therein at any time, in particular if increased security risks or disruptions are identified, for maintenance work and in the event of crisis situations affecting trading venues. As long as PostFinance acts with the degree of due care customary in the business, the Customer shall bear any damages arising from such interruptions.
- f) Otherwise, PostFinance will be liable in accordance with the "General Terms and Conditions of PostFinance Ltd" (GTC).

7. Electronic documents

Where the Customer has waived the receipt of paper documents, they are deemed to have accepted electronic form as the delivery method for bank and customer documents (e.g. account statements, interest statements, customer contracts, etc.). Electronic documents are deemed to have been notified when they are made available and can be accessed through the channel specified by PostFinance. In principle, certain electronic documents remain accessible for a period of ten years from the date of notification. Thereafter, they must be reordered. The Customer shall be solely responsible for saving and storing their electronic documents. With respect to complaints regarding transactions, the "General Terms and Conditions of PostFinance Ltd" (GTC) 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, the possibility that unauthorized persons may nevertheless gain access to transmitted data cannot be completely ruled out. Some of the technical features used to establish the connection (such as IP addresses) cannot be encrypted. This data can be used to localize the Internet connection and the Device used.

This also applies to notifications via e-mail, text messages, push messages and the like. They are not transmitted in encrypted form. It cannot therefore be ruled out that they may be viewed by unauthorized persons. By activating such notifications, the Customer is deemed to be aware of and have accepted the associated increased risks of a violation of postal secrecy or bank client confidentiality and/or data protection.

The Customer is aware that further that data transmitted in this context may be transmitted across borders without restriction, even if the sender and the recipient of the data are located in Switzerland. PostFinance has no influence over this transmission of data. The aforementioned risks continue to exist, particularly if the Customer engages third parties to manage their products at PostFinance or grants access to their products to third parties for another reason. Further information about security on the Internet is published at postfinance.ch/security.

Further information on the principles and methods of data processing is set out in the "PostFinance Ltd General Privacy Policy" (postfinance.ch/dps). This applies in particular to the purposes of data processing, data recipient categories and data protection-related claims by the Customer.

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. The Customer is obligated to keep themselves informed and to ensure that they do not violate foreign law by using the Digital Services. PostFinance disclaims any liability in this regard.

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

- a) If the Customer registers with an invoice issuer via the eBill portal to receive electronic invoices (eBills), the electronic invoices from that invoice issuer will be notified to the Customer and displayed for processing via the corresponding Digital Service channel. With the appropriate registration, requests for donations (eBill Donations) can also be received via the eBill portal. The information below therefore also applies to eBill Donations unless otherwise indicated.
- b) Invoices notified by electronic means have the same legal effect as invoices notified by other legally valid means. PostFinance does not verify neither the underlying transaction nor the accuracy of the content of the incoming invoices and disclaims any liability for payment of the claims transmitted. Any complaints must be settled directly and exclusively with the invoice issuer.
- c) The information required for the presentation of electronic invoices is provided by the invoice issuer via a third party (network partner) commissioned by it to the eBill provider of PostFinance and displayed to the Customer by the eBill provider on behalf of PostFinance. The Customer acknowledges and agrees that all parties entrusted with the transmission of invoices may view the data concerning them, without any need to obtain their consent in each individual case. PostFinance points out in particular that the sender and recipient can be identified from such data. PostFinance forwards information regarding the rejection or, as applicable, approval or payment of the invoice to the invoice issuer via the parties entrusted with invoice transmission.
- d) Within the scope of applicable law, the Customer shall be solely responsible for storing their electronic invoices. The Customer is aware 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 730 days after the due date of the invoice.
- e) If the Customer also uses the eBill service with their e-mail address with another financial institution, their data will be provided by the eBill provider of PostFinance to that other financial institution selected by the Customer.
- f) After deactivation of the eBill service, the Customer's data will be available from the eBill provider of PostFinance for a reasonable transition period so that the Customer can continue to use eBill with their new financial institution.

12. Offers

As part of its Digital Services, PostFinance offers its private customers a platform on which they can purchase digital vouchers from third-party providers. PostFinance thus acts as a reseller of vouchers to the Customer. For questions about how the purchase of digital vouchers is processed, the Customer can contact PostFinance.

If they have any questions about how the purchased vouchers are used, they can contact the relevant third-party provider directly. Claims are governed by the corresponding agreements regarding digital vouchers from third-party providers. In the absence of such agreements, the statutory provisions shall apply.