

## 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](http://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](http://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](http://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](http://postfinance.ch/security). PostFinance publishes further information on online security and limitations of liability in individual cases at [postfinance.ch/security](http://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](https://www.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](https://www.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](https://www.postfinance.ch/legal-information).