

These "General Terms and Conditions for the Use of the SWIFT Messaging Services within SCORE of PostFinance Ltd" lay down the conditions and requirements under which PostFinance Ltd (hereinafter also referred to as the "bank") offers SWIFT Messaging Services within SCORE to the Customer. They also lay down the framework conditions for the exchange of SWIFT messages, particularly for the transmission of orders for payment services such as payment and direct debit orders as well as the delivery of account data and other data via the services of the "Society for Worldwide Interbank Financial Telecommunication" (hereinafter referred to as "SWIFT").

1. Scope

These "General Terms and Conditions for the use of the SWIFT Messaging Services of PostFinance Ltd" apply for the bank's SWIFT Messaging Services governed by the "SWIFT Messaging Services Agreement within SCORE". These General Terms and Conditions are an integral part of the corresponding "SWIFT Messaging Services Agreement within SCORE".

2. Services offered

- 2.1 The SWIFT Messaging Services within SCORE offered by the bank are set out in the "SWIFT solutions for business customers" factsheet and are available on the bank's website at www.postfinance.ch/swift.
- 2.2 The bank reserves the right to make changes to the services offered at any time.
- 2.3 The exchange of data governed by these General Terms and Conditions relates to transactions etc. based on separate agreements or terms and conditions (e.g. the bank's General Terms and Conditions). Within the scope of the bank's SWIFT Messaging Services within SCORE, these General Terms and Conditions take precedence over any deviating regulations stipulated in the aforementioned agreements or Terms and Conditions of the bank.

3. Accounts

These General Terms and Conditions apply for the accounts stated in the "SWIFT Messaging Services Agreement within SCORE".

4. Parties' rights and obligations

- 4.1 The bank's obligations consist of executing the transactions and order types stated in the "SWIFT Messaging Services Agreement within SCORE" using the SWIFT identifier (BIC) provided to it by the Customer.
- 4.2 The Customer is obliged to observe the current SWIFT message standards and data record formats as well as the bank's specifications in accordance with the most current version of the "Offline channel manual" and the "SWIFT solutions for business customers" factsheet. The bank reserves the right not to execute other non-agreed message types and/or file formats that the Customer transmits to the bank. The same applies for incorrect or incomplete data records. Only orders that the bank finds to be correct and, in the case of orders with several items, only the items found to be correct are processed.
- 4.3 The Customer is obliged to observe the currently applicable SWIFT regulations (e.g. on authorization, the physical and logical access rights and corresponding due diligence obligations, the requirements of message standards) at all times. In the event of failure to observe these, the Customer shall be obliged to reimburse claims for damages made against the bank.
- 4.4 The Customer is also obliged to provide to the bank the information it requires to fulfil its obligations and to submit their payment orders in accordance with the requirements stated in the currently applicable "Subscriber Conditions – Payment transactions" and "Subscriber Conditions – Digital services".

5. SWIFT Messaging Services within SCORE at the bank

- 5.1 The bank supports the SWIFT messaging services FIN and File-Act for the exchange of data. Both services are offered by SWIFT, which renders these services as the service provider chosen by the Customer. The bank has no influence over the operation and availability of the chosen SWIFT messaging services and thus does not accept responsibility for the services to be rendered by SWIFT.
- 5.2 The bank's SWIFT Messaging Services within SCORE are provided in accordance with the relevant provisions of the SWIFT regulations and service specifications and the corresponding documents and provisions of the bank (see section 16).
- 5.3 The applicable SWIFT standards as well as the applicable data record formats form the basis of the bank's SWIFT Messaging Services and are part of this Agreement. Releases that are designated as binding by SWIFT must be implemented by both parties punctually. If a SWIFT

Release Readiness is requested by SWIFT before the production date, the Customer is obliged to provide this by the specified date.

6. Issuing and checking orders

- 6.1 For the issuing of payment/direct debit orders, the SWIFT rules of authorization apply, particularly those concerning the correct entry of the instructing party and the Customer carrying out the order (account holder). These apply independently of other banking authorizations granted by the Customer.
- 6.2 The bank may execute all of the orders transmitted by the Customer using the SWIFT identifier (BIC) agreed in the "SWIFT Messaging Services Agreement within SCORE" as Customer orders without further verifying their permissibility and legality. The bank solely executes orders made within the bounds of the transaction and order types stated in the "SWIFT Messaging Services Agreement within SCORE", via the accounts stated therein. The account affected by the order must be identified without doubt in the instruction.
- 6.3 If the Customer designated in the "SWIFT Messaging Services Agreement within SCORE" with the SWIFT identifier (BIC) is not the holder of the accounts concerned, the bank shall only execute the relevant order if the account holder has co-signed the "SWIFT Messaging Services Agreement within SCORE".

7. Execution date and acceptance deadlines

- 7.1 For the processing of payment orders, the current acceptance deadlines (in accordance with the "Electronic payment order via file transfer Manual", "CH-DD Direct Debit (Swiss Direct Debit) Manual" and "Request for Transfer MT101 (SWIFT) Manual") apply, the amendment of which the bank shall inform the Customer of in a suitable way. All specified times are given in Berne local time (Central European Time – CET).
- 7.2 The bank usually executes a payment order on the desired execution date. If the payment order is received by the bank after the acceptance deadline or if the execution date is in the past, the payment can usually only be made on the first banking day following receipt.
- 7.3 For all agreements made relating to value dates, it is essential that the Customer observes the current acceptance deadlines.

8. Account reporting

Account reports are transmitted to Customers by the bank via SWIFT. They are transmitted using the SWIFT identifier (BIC) agreed in the "SWIFT Messaging Services Agreement within SCORE". The delivery cycles and times are described in the "Manual for Electronic account documents".

9. Complaints, enquiries and rejections of payment orders

- 9.1 The method of submission (e.g. SWIFT message, e-mail) for Customer complaints and enquiry requests is described and made available on the bank's website at www.postfinance.ch/en/business/support.
- 9.2 The bank shall respond to complaints and enquiries as soon as possible during ordinary business hours on banking days.
- 9.3 Notification of rejection of payment orders is given by the bank via SWIFT using the SWIFT identifier (BIC) agreed in the "SWIFT Messaging Services Agreement within SCORE".

10. Exclusion of liability and guarantee

- 10.1 The SWIFT services are provided via the SWIFT network. The bank assumes no liability for any damage that the Customer, or the relevant Account Holder incurs from the use of the SWIFT network. In particular, the bank accepts no liability for damage that the Customer, or the relevant Account Holder incurs as a result of transmission errors; technical defects; faults, interruptions and delays; illegal intervention in the SWIFT facilities; or other inadequacies on the part of the SWIFT provider. The bank can guarantee neither unrestricted access to the SWIFT system nor unrestricted use of the service. The bank assumes no liability for the user's devices, technical access to SWIFT and any software required for this.
- 10.2 The bank provides no guarantee whatsoever for the correctness and completeness of the data that it provides via SWIFT.
- 10.3 The bank accepts no liability for minor negligence. In particular, the bank accepts no liability for minor negligence from orders/instructions that were not executed or were not executed on time, any resulting damage and damage caused by its agents.
- 10.4 The bank accepts no liability for damage that the Customer, or the relevant Account Holder incurs due to the lack of ability to take action on the part of its staff or representatives. Nor does the bank accept liability for indirect damage and consequential damage such as

lost profit, third-party claims or damage that the Customer, or the relevant Account Holder incurs due to the non-fulfilment of the Customer's contractual obligations, technical faults, disruptions of any kind or third-party program errors that are beyond the bank's control. The bank's liability for force majeure and unforeseeable damage is generally precluded.

- 10.5 The bank shall have no liability towards the Customer, or the relevant Account Holder if it does not inform them of any account blocks resulting from legal, judicial or official measures such as attachment, arrest, sanctions, etc.

11. Liability of the Customer

The Customer shall indemnify and keep indemnified the bank, on demand against each loss, liability and cost (including each loss, liability and cost incurred as a result of defending or settling a claim alleging such a liability) arising as a result of:

- a breach by the Customer of these General Terms and Conditions, of the corresponding "SWIFT Messaging Services Agreement within SCORE", or any other breach by the Customer of any applicable law or regulation, a SWIFT Agreement or the SWIFT Documentation;
- any claim by any person that any instruction infringes the right, title or interest of any person or contravenes any applicable law, regulation, ordinance, court order or other mandate or prohibition with the force of law; or
- the bank treating as authorized or authentic, relying upon and/or implementing any instruction contained in a SWIFT Message within SCORE.

12. Compliance

12.1 The parties shall comply with all applicable laws and regulations in relation to the performance of their obligations and the exercise of their rights under these General Terms and Conditions as well as under the corresponding "SWIFT Messaging Services Agreement within SCORE". The Customer, and the relevant Account Holder acknowledges that the bank has no responsibility for any legal or regulatory obligations to which the Customer, and the relevant Account Holder may be subject in relation to the SWIFT Messaging Services within SCORE.

12.2 The Customer, and the relevant Account Holder, acknowledges that the bank may be required, or may in its reasonable discretion consider it prudent, to take steps in relation to instructions for the purposes of compliance with relevant laws, regulations and standards, including laws and regulations relating to the prevention of money laundering, terrorist financing and the provision of financial and other services to persons or entities which may be subject to sanctions. These compliance steps may include the interception and investigation of instructions; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity. The bank shall not be liable for any loss, liability or cost incurred by the Customer or by the relevant Account Holder as a result of the bank taking such a compliance step; and the bank does not warrant that any information will be accurate or complete to the extent that it relates to an instruction which is subject to such a compliance step when the Information is provided.

13. Data processing/disclosure

13.1 The Customer, and the relevant Account Holder, understands that their data, particularly their name, address and account number, may be transmitted abroad when SWIFT messages are exchanged.

13.2 The Customer, and the relevant Account Holder, understands that the data transmitted abroad is no longer protected by Swiss law but is subject to the relevant foreign law, and that foreign laws and official orders may require this data to be disclosed to authorities or other third parties.

13.3 The Customer, and the relevant Account Holder, also understands that in the event of any official, judicial or legal orders, their data must also be disclosed to the Swiss authorities or authorized third parties at home and abroad.

14. Duration, termination and suspension

14.1 These General Terms and Conditions and the corresponding "SWIFT Messaging Services Agreement within SCORE" shall apply until written notification is given by the bank or the Customer that the respective party is exercising its/their right of termination. The Agreement shall end thirty (30) days after receipt of the termination by the notified party.

14.2 The bank or the Customer may terminate the "SWIFT Messaging Services Agreement within SCORE" by giving notice to the other party with immediate effect in any of the following circumstances:

- where either party is no longer an Authorized SWIFT Participant;
- where SWIFT has ceased to provide, and not resumed providing, the SWIFT Messaging Services within SCORE;
- where SWIFT, in exercise of its rights under a SWIFT Agreement, has required either party to terminate the "SWIFT Messaging Services Agreement within SCORE";
- where the bank has ceased to provide banking services.

14.3 The Customer may terminate the "SWIFT Messaging Services Agreement within SCORE" with immediate effect by notice to the bank at any time within thirty (30) days of receipt of a notice of amendments as stipulated under section 15.3 below.

14.4 The bank or the Customer may suspend the use of the SWIFT Messaging Services within SCORE (or a part thereof) for such period or periods as it considers appropriate in its absolute discretion by giving notice to the other party if

- suspension is necessary for the purposes of (routine or emergency) maintenance;
- for security or technical reasons, including a suspension of the SWIFT Messaging Services within SCORE, use of the SWIFT Messaging Services within SCORE is impossible or cannot be achieved without unreasonable cost to Customer and/or the bank;
- suspension is required by SWIFT or the SWIFT Documentation; or
- suspension is necessary to avoid or reduce any material damage or disadvantage to either party.

15. Validity and amendment of the Agreement

15.1 The "SWIFT Messaging Services Agreement within SCORE" and these General Terms and Conditions shall take priority over all preceding verbal or written agreements between the parties relating to the SWIFT Messaging Services within SCORE, unless the more recent agreement is expressly designated a supplement to the earlier agreement.

15.2 Should individual provisions of the "SWIFT Messaging Services Agreement within SCORE" or these General Terms and Conditions turn out to be ineffective or to contain a loophole, this shall not affect the legal validity of this Agreement as a whole. Instead, the invalid provision or the loophole shall be replaced by way of supplementary interpretation by a regulation that most closely reflects the purposes clearly intended by the parties.

15.3 The bank expressly reserves the right to unilaterally make amendments to the "SWIFT Messaging Services Agreement within SCORE", these General Terms and Conditions, the appendices thereof and other provisions (see section 16) (e.g. due to technical adjustments, SWIFT requirements, clearing systems etc.). The bank shall inform the Customer of this promptly and in a suitable way. They are deemed to have been accepted unless the Customer terminates the contractual relationship within thirty (30) days.

16. Other provisions

In addition to these General Terms and Conditions, the terms of the SWIFT regulations and service descriptions and the corresponding documentation (in particular the "SWIFT General Terms and Conditions" and "SWIFT By-laws") apply, as well as the bank's provisions, in particular the "General Terms and Conditions of PostFinance Ltd" and the "Subscriber Conditions – Payment transactions" and "Subscriber Conditions – Digital services", the "SWIFT solutions for corporate customers" factsheet and "Offline channel manual" and, if the Customer uses other services (payment order, direct debit procedures, etc.) via SWIFT Services, the agreements, provisions, etc. on the relevant services, which are considered integral parts of this Agreement. The Customer and the Account Holder confirm that they have received and accepted the aforementioned Terms and Conditions and provisions of the bank.

17. Price

The bank is entitled to charge the Customer a price for the services provided by it. The prices are published on the bank's website at www.postfinance.ch/en/business/products/prices-and-conditions. The bank shall inform the Customer of any changes promptly and in a suitable manner.

18. Applicable law and place of jurisdiction

The "SWIFT Messaging Services Agreement within SCORE" and these General Terms and Conditions are governed by substantive Swiss law to the exclusion of the provisions regarding the conflicts of laws. The parties declare that they shall submit to the exclusive jurisdiction of the Courts of the Canton of Berne (Switzerland), under reservation of recourse to the Schweizerisches Bundesgericht [Swiss Federal Supreme Court].

19. Contacts

The hotline, its service times and the address for correspondence are stated in the "SWIFT solutions for business customers" factsheet, which is published on the bank's website at www.postfinance.ch/swift.