

# Subscriber Conditions for the acceptance of cashless in-store payment methods

## 1. General provisions

### 1.1 Scope

These Subscriber Conditions (hereinafter referred to as SC) govern the business relationship between the retailer (hereinafter referred to as the Contractual Partner) and PostFinance Ltd (hereinafter referred to as PostFinance) in relation to the use in store of the "PostFinance Card payment method" and "Combo payment methods" products described below and form an integral part of the acceptance contract.

References to persons in these SC apply to individuals of all gender identities and to more than one person, as appropriate.

The term "cardholder" refers to the end customer (the customer of the Contractual Partner), regardless of which payment method is used to make the payment (e.g. card, mobile app, digital wallet).

## 2. Product descriptions

The "PostFinance Card payment method" and "Combo payment methods" products are described on the web pages listed below. Additional information and provisions regarding the products can be found in the corresponding factsheets:

- PostFinance Card payment method: information available at [postfinance.ch/eftpos](https://postfinance.ch/eftpos)
- Combo payment methods: information available at [postfinance.ch/combo](https://postfinance.ch/combo)

The Contractual Partner also notes the following information:

- Apart from the PostFinance Card, the "Combo payment methods" product also includes payment methods from various licensors (e.g. Mastercard and Visa card organizations) or operators of payment systems (e.g. TWINT). The licensors and payment system operators have issued specifications regarding the acceptance of the respective payment methods (see in particular the Visa Core Rules and Visa Product and Service Rules, Mastercard Rules and the GTC for accepting TWINT). These specifications are very extensive and cannot be reproduced in their entirety in these SC. The Contractual Partner is advised to ensure that it is familiar with the relevant specifications.
- PostFinance provides the "Combo payment methods" product in co-operation with Worldline Switzerland Ltd in Zurich (hereinafter referred to as Worldline). Worldline acts as an acquirer with regard to the contractual payment methods, with the exception of the PostFinance Card.
- The Contractual Partner is responsible for entering the acceptance contract on the payment terminal (technical conversion undertaken by the terminal provider). If this has not been done successfully, PostFinance can only guarantee that the PostFinance Card will be accepted.

## 3. Contractual Partner

### 3.1 Identifying the Contractual Partner

PostFinance is obliged to identify the Contractual Partner and its legal representatives and to record the Contractual Partner's business activities and allocate them to the correct sector category (MCC). The Contractual Partner is obliged to actively assist with this identification process.

### 3.2 Assurances and warranties of the Contractual Partner

The Contractual Partner assures PostFinance and warrants that:

- it is an independent, duly organised and legally valid company;
- it has all the licences, official approvals, permits and powers of attorney required to carry out its business activities;
- all goods/services that it offers to cardholders comply with the applicable laws, regulations and directives and are not or do not contain prohibited goods/services, and no goods/services that the Contractual Partner sells to cardholders infringe the rights and interests of third parties, including but not limited to intellectual property rights.

### 3.3 Sector affiliation (merchant category code, MCC)

The Contractual Partner operates in the sector categories specified in the acceptance contract and sells goods and/or provides services to cardholders that are allocated exclusively to these sector categories. As a basic principle, a separate acceptance contract must be concluded for each sector category.

## 3.4 Notification obligations

The Contractual Partner shall notify PostFinance of any information that is relevant to the business relationship and any changes to this information without delay. The following in particular are regarded as relevant information: the details contained in the acceptance contract, information that is deemed notifiable according to these SC and information relating to the creditworthiness of the Contractual Partner (e.g. impending insolvency). Should the information and any changes thereto give rise to any increased risks for PostFinance, it shall be entitled to terminate the acceptance contract with the Contractual Partner with immediate effect and without any liability for damages on the part of PostFinance. The Contractual Partner must fulfil its notification obligations in writing, unless PostFinance also permits other communication channels or agrees such channels with the Contractual Partner.

## 3.5 PostFinance's right to issue directives

The Contractual Partner is obliged to implement all directives issued by PostFinance immediately or within the period granted. Failure to comply with the directives may result in PostFinance blocking the product and/or cancelling the business relationship.

## 4. Communication

The Contractual Partner agrees that communication may take place by post, telephone and, insofar as permissible by law, via electronic channels (such as video and audio channels, e-mail, etc.) to the addresses used by PostFinance or to those provided or known to it. With regard to communication by e-mail, the Contractual Partner acknowledges and agrees that information will be transmitted over the Internet in unencrypted form. The possibility that it could be accessed, viewed and manipulated by third parties cannot be ruled out.

PostFinance publishes further information on the communication channels used, their risks and options to object at [postfinance.ch/legal-information](https://postfinance.ch/legal-information).

## 5. The Contractual Partner's infrastructure

### 5.1 General

The Contractual Partner is fully responsible for acquiring, operating and maintaining suitable infrastructure for processing cashless payments electronically (particularly payment terminals) and for taking security-related precautions against the misuse of such infrastructure, in particular ensuring compliance with PCI DSS in accordance with section 15.3.

Only payment terminals that have been certified in accordance with the applicable PCI standard and the licensor's specifications may be used for processing cashless payments. The Contractual Partner is obliged to use only devices with homologated hardware and software that have been checked by a recognized ep2 certification authority and have a valid ep2 version.

If the Contractual Partner uses several devices in different offices, branches or subsidiaries, a separate registration form must be completed and signed for each location and sent to PostFinance.

### 5.2 Obligations of the contractual partner

#### 5.2.1 General due diligence

The Contractual Partner undertakes to employ appropriate measures to ensure that no manipulations, and in particular no fraudulent transactions, are possible and to prevent the terminals from being accessed by unauthorized third parties. The Contractual Partner shall provide its staff with regular training on how to handle and use the infrastructure correctly, particularly with regard to setting it up. The Contractual Partner also undertakes to ensure that its staff comply with the relevant measures at all times, in particular those pursuant to section 7 and those pursuant to the "Directives for compliance with the PCI DSS security regulations" issued by PostFinance, which are aimed at preventing misuse and fraud. Transactions may only be processed manually in exceptional cases.

If PostFinance requests any changes with regard to infrastructure and payment terminals, the Contractual Partner must implement these immediately and at its own expense.

#### 5.2.2 Obligations regarding payment terminals

The payment terminals are for use exclusively in Switzerland; the only exception is the acceptance of the PostFinance Card in Liechtenstein. The Contractual Partner shall position all payment terminals at the point of

sale in a way that ensures that the cardholder has direct access to the payment terminal (particularly to the display, operating buttons and card reader) and can enter their PIN if required without being observed.

### 5.2.3 Obligation to provide information/right to information

At PostFinance's request, the Contractual Partner must notify PostFinance in writing of which terminals are in operational use. The Contractual Partner also authorizes PostFinance to request information directly from the terminal manufacturers or other infrastructure suppliers. The Contractual Partner will assist PostFinance with this as required.

The Contractual Partner will report any changes relating to payment terminals – particularly any removal, change or new installation of a payment terminal or its software – to PostFinance regardless of whether these changes happen within the same branch or not. Any costs arising from incorrect information shall be borne by the Contractual Partner.

### 5.2.4 Use of advertising materials/brand logos

The Contractual Partner undertakes to present the brand logos provided by PostFinance (e.g. the contractual payment method stickers) so that they are clearly visible and are given equal standing with all other payment methods accepted by the Contractual Partner. The advertising materials/brand logos provided by PostFinance may only be used for the specified purpose.

The Contractual Partner shall not be granted any rights of ownership to the advertising materials/brand logos.

The Contractual Partner is obliged to ensure that the intellectual property rights to the advertising materials/brand logos are not infringed or impaired and to cease using the advertising materials/brand logos immediately as soon as the Contractual Partner no longer accepts the payment method in question.

The Contractual Partner acknowledges and accepts that PostFinance may demand the immediate cessation of the publication or distribution of advertising materials/brand logos. Upon such a request, the Contractual Partner must ensure that all reasonable steps are taken to adapt or remove the advertising materials/brand logos.

The Contractual Partner also undertakes to obtain written approval from PostFinance for any documents it produces before they are printed or any publication (e.g. on the Internet) if

- they contain PostFinance logos and/or logos of the corresponding brands of the licensors,
- or they mention PostFinance and the licensors by name.

## 6. Authorization and billing system

### 6.1 General

PostFinance ensures the processing of transactions submitted in the acquirer's system. It may appoint third parties to provide some or all of its services. The system operation may be interrupted if there is good cause to do so.

The Contractual Partner acknowledges that PostFinance cannot guarantee uninterrupted system operation. In the event of system faults, PostFinance is obliged to take reasonable measures to resolve the issue. Maintenance work which may result in system interruptions will be carried out outside regular business hours wherever possible.

### 6.2 Authorization

The Contractual Partner acknowledges that, within the scope of the authorization procedure, it is only possible to check whether a card/user app has been blocked or a limit has been exceeded. If the transaction amount is not known during authorization (e.g. at self-service petrol stations), an amount defined by PostFinance will be reserved on the cardholder's account. The booking is carried out after data indicating the actual amount has been submitted.

## 7. Acceptance

### 7.1 General obligations of the Contractual Partner

The Contractual Partner undertakes to accept all contractual payment methods as a payment method for goods and/or services, regardless of the amount.

As part of this acceptance, the Contractual Partner undertakes to always

- avoid splitting a transaction across different cards or into several partial amounts for the same card, unless
  - the first payment is a deposit and the second covers the rest of the payment for a service or goods that is provided or that are delivered at a later point,
  - it is an instalment payment, with a term and individual instalment amounts agreed between the retailer and cardholder in writing,
  - the cardholder is paying part of the total amount using a contractual payment method and the rest by other means (e.g. cash or cheque).

- refrain from disadvantaging contractual payment methods with respect to other payment methods, and in particular from requesting a surcharge for paying with the contractual payment methods and from granting the cardholder a discount if they use other payment methods instead of the contractual payment methods;
- only accept the contractual payment methods for services that cannot be provided immediately if the cardholder is informed that the service will be provided at a later date in a traceable written form (including by e-mail);
- refrain from amending or correcting details on a receipt after it has been signed; if a correction is required, a new receipt must be issued;
- take measures that would be expected from a prudent trader to prevent misuse of contractual payment methods and report any suspected misuse to PostFinance without delay.
- The Contractual Partner must guarantee that the card data can be read and the cardholder can enter their PIN or scan a QR code personally if required at the terminal without being observed by the Contractual Partner or any third parties.
- If the terminal does not require a PIN to be entered, the receipt issued by the terminal must always be signed personally by the cardholder on the signature line provided. If an mPOS terminal is used (mobile card reader operated using a compatible mobile device, such as a smartphone or tablet, and an app), the cardholder signs directly on the mobile device screen. In the case of contactless transactions, the applicable security standard is controlled via the payment terminal. Depending on what the security parameters stored on the card and/or the terminal allow, there may be no need to enter a PIN or provide a signature. Otherwise, the cardholder will be prompted to enter their PIN or sign the receipt issued by the terminal.
- If the cardholder's signature is required for accepting the card, the Contractual Partner may only accept the card if
  - it is being used within the validity period printed on the card;
  - it has not been noticeably forged;
  - it has all the relevant security features; and
  - it has been signed by the cardholder.
- For transactions confirmed with a signature, the Contractual Partner must also ensure that
  - the cardholder signs the receipt personally in the Contractual Partner's presence;
  - the signature on the paper receipt or screen (in the case of mPOS terminals) matches the one on the back of the card; and
  - the last four digits in the card number are identical to the last four digits in the number printed on the receipt.
- In case of doubt, the Contractual Partner must verify the identity of the cardholder by means of an official ID (checking that the first and last names match those on the card) and make a note on the receipt that the ID and card details have been checked against one another and verified. If an mPOS terminal is being used, this note should be saved along with a reference to the corresponding transaction ID.

### 7.2 Exclusion of acceptance

The Contractual Partner may not accept the contractual payment methods for

- transactions in which the goods and/or services are offered or provided by a third party rather than by the Contractual Partner (ban on sub-acquiring);
- transactions that do not correspond to the agreed sector categories;
- transactions relating to legal transactions with unlawful and/or immoral content.

### 7.3 Processing credits or reimbursements

Credits or reimbursements may only be carried out based on a previously settled debit and may not exceed the amount of that debit. The Contractual Partner is only permitted to process reimbursements as follows (e.g. via cash or transfer): if a transaction needs to be reimbursed to the cardholder in full or in part after it has been processed, the Contractual Partner must issue a credit on the same card. In the case of electronic processing, a reimbursement or credit transaction must be initiated and the corresponding credit advice printed out.

If the Contractual Partner processes a credit or reimbursement, PostFinance is entitled to request that the Contractual Partner refunds or invoices the transaction that has already been settled or paid.

### 7.4 Cash withdrawals

If the Contractual Partner offers cash withdrawals, the transaction will be processed using the corresponding cash withdrawal function. Processing

using the purchase of goods function is not permitted. Further information about cash withdrawal for the “Combo payment methods” product can be found in the factsheet at [postfinance.ch/combo-downloads](https://postfinance.ch/combo-downloads).

## **8. Legal and further obligations and limitations to services and products**

PostFinance can take suitable measures in order to comply with or implement legal or regulatory provisions, international agreements or sanctions and its agreements with third parties for the purpose of a smooth business relationship or for internal compliance and security reasons. In such cases, PostFinance may in particular limit the use of the service and products, restrict or block rights of disposal without giving reasons, cancel the business relationship or report it to a competent authority, make amendments to conditions, invoice for additional expenses and/or take other suitable measures with immediate effect.

The Contractual Partner is obliged to provide PostFinance on request with all the information and documents it requires to comply with the legal and regulatory provisions applicable to it or which are necessary for a smooth business relationship.

It is the Contractual Partner's own responsibility to comply with the legal and regulatory provisions applicable to it (e.g. in particular the obligation to comply with national and international sanctions and to declare and pay taxes).

## **9. Receipts**

The Contractual Partner is aware that failure to meet the following obligations increases the risk of chargebacks as per section 14.

The original printed receipt from the terminal shall remain with the Contractual Partner (“merchant receipt”). The Contractual Partner shall provide the cardholder with a copy (“customer receipt”). If the payment terminal used does not have a printer, the receipt is sent to the cardholder via e-mail/SMS on request.

The Contractual Partner shall retain all original paper receipts and copies of electronic receipts, all transaction data and daily closing statements (including details of individual transactions) and the associated order data and documents in a secure location for at least 36 months from the date of the transaction.

Electronic data is to be stored in an encrypted form and protected from unauthorized access. In this context, the Contractual Partner undertakes to comply with the corresponding directives issued by PostFinance (in accordance with section 15.3).

## **10. Submission of transactions**

### **10.1 Delivery deadlines**

The Contractual Partner undertakes to submit processed transactions to the acquirer within 48 hours and in the agreed currencies. In the event that transactions do not arrive in the acquirer's system within 48 hours, PostFinance reserves the right to withhold the Contractual Partner's entitlement to remuneration or to reclaim or charge for any remuneration that has already been paid.

Data is transferred from the Contractual Partner's infrastructure to the acquirer's system at the sole risk of the Contractual Partner, regardless of whether the transfer was carried out by the Contractual Partner itself or by a third party it has engaged for this purpose.

### **10.2 Subsequent entry of transactions**

Provided that the Contractual Partner has observed the submission deadlines specified in section 10.1, transactions that have been lost or submitted incorrectly or incompletely may be entered manually later on if the issue was caused by a technical fault during the transfer or processing of data. Erroneous entries (e.g. amount too high or too low) are excluded from this. Subsequent entry of transactions is no longer possible after a period of 60 days (debit cards) or 180 days (credit cards). Such transactions will not be settled. The same applies to transactions for which data has not arrived in the acquirer's system.

## **11. Remuneration**

### **11.1 The Contractual Partner's entitlement to remuneration**

The Contractual Partner receives the successfully processed transactions, less the agreed fees and subject to any subsequent chargebacks, paid as collective payments at the agreed intervals. The settlement details are shown on the credit advice. No payments are processed by PostFinance on bank holidays and weekends. The Contractual Partner accepts any delays in remuneration payments resulting from this.

## **11.2 Account for receiving payments**

To receive the payments, the Contractual Partner must hold an account in the name of the company or owner with a financial institution in Switzerland. PostFinance has the right to request confirmation from the Contractual Partner's financial institution that the specified account for receiving revenue payments is in the name of the Contractual Partner.

The Contractual Partner acknowledges that payments cannot be carried out or made to another recipient if the account details provided are incorrect or insufficient. All costs and fees relating to enquiries or other associated expenses shall be borne by the Contractual Partner.

## **11.3 Credit advice**

PostFinance shall provide the credit advice in the agreed form.

The Contractual Partner must raise any objections to the credit advice with PostFinance in writing within 30 days of receipt. Otherwise, the credit advice (including all information contained therein) shall be deemed to have been approved by the Contractual Partner.

## **12. Conditions, third-party fees, other fees**

### **12.1 General**

PostFinance sets prices for its products and services (commissions, fees including customer asset fees, expenses, etc.). It reserves the right to adjust these at any time in line with the money and capital markets, inflation and other changes in cost. Taxes and additional charges as well as any third-party costs are borne by the Contractual Partner. The Contractual Partner will be notified of prices, price changes and the introduction of new prices in a suitable manner and they will come into force on the date specified. Once the Contractual Partner has been notified, it has the option of immediate termination if it objects to the changes. This must be carried out within one month at most.

### **12.2 Third-party fees**

Transfer or foreign currency/remuneration fees levied by the Contractual Partner's financial institution shall be borne by the Contractual Partner and will be charged to the Contractual Partner directly when the remuneration is paid. PostFinance reserves the right to adjust the remuneration conditions in the event of any legal changes or changes to fees levied by third parties.

### **12.3 Debiting fees**

PostFinance shall debit the fees for the payment methods to the business account specified to PostFinance by the Contractual Partner at the agreed intervals. If remuneration payments are made to an account with another bank, the submitted transactions shall be paid out less the agreed fees and subject to any subsequent chargebacks. If the amounts owed by the Contractual Partner are not settled after offsetting, PostFinance shall send the Contractual Partner a payment request for the outstanding amount. The Contractual Partner is obliged to meet the requirements of the payment request by the specified payment deadline. PostFinance is entitled to charge default interest to the extent permitted by law.

## **13. Taxes**

Unless otherwise indicated, the fees for PostFinance products and services specified in the acceptance contracts are exclusive of VAT, tax at source and any further levies. All taxes and levies which are incurred by PostFinance, or which may be incurred in future, under the applicable legislation in connection with acceptance contracts for services to be provided shall be borne by the Contractual Partner. If a third party makes a tax claim directly against PostFinance, the Contractual Partner shall be obliged to fully indemnify PostFinance.

## **14. Chargebacks and fraud monitoring**

### **14.1 Chargebacks**

Cardholders and the respective card issuers are entitled to object to a transaction if the preconditions for initiating a chargeback procedure are fulfilled, and in particular if there is a reason for a chargeback.

If a chargeback procedure is initiated, the Contractual Partner must, at PostFinance's request, send copies of all receipts and documents (in accordance with section 9) that could be used to disprove the reason for the chargeback to PostFinance by registered mail within five working days. If the reason for the chargeback cannot be disproved using the receipts submitted by the Contractual Partner or the receipts requested from the Contractual Partner are not submitted on time, PostFinance is entitled to claim back transactions already paid out from the Contractual Partner or offset them against payments to be made to the Contractual Partner (“chargeback”). This also applies in cases where goods or services are delivered/provided by third parties rather than the Contractual Partner,

e.g. if the Contractual Partner is acting as an intermediary or agent of the third party concerned.

If, after a chargeback procedure has been initiated, the Contractual Partner intends to credit the payment method that was used for the transaction subject to the objection, it shall inform PostFinance of its plans. If PostFinance agrees to this, the Contractual Partner must carry out the credit process in accordance with the provisions in section 7.3. The Contractual Partner undertakes not to take any legal action whatsoever against the cardholder during the chargeback procedure.

#### **14.2 Reasons for a chargeback**

During card acceptance, PostFinance is particularly entitled to request a chargeback if the cardholder disputes the transaction and the Contractual Partner is unable to prove that the card was present at the point of sale at the time of the transaction, particularly if the card data was entered manually via the terminal keypad rather than read from the EMV chip or magnetic strip.

#### **14.3 Fraud monitoring**

As part of its fraud monitoring, PostFinance can issue directives aimed at preventing fraud to the Contractual Partner at any time (e.g. obligation for the cardholder to present ID). The directives shall enter into force as soon as they have been passed on to the Contractual Partner and the Contractual Partner is obliged to observe them in full.

In the event of a justified suspicion of fraud, PostFinance is entitled to retain payments to the Contractual Partner until the suspicion has been investigated. If cases of fraud are excessively frequent, PostFinance also reserves the right to terminate the acceptance contract with immediate effect.

### **15. Data protection, bank client confidentiality and PCI DSS**

#### **15.1 Processing personal data**

The Contractual Partner undertakes to fulfil the obligations under the Federal Act on Data Protection when processing personal data. Details on the principles and methods of data processing by PostFinance are set out in the "PostFinance Ltd General Privacy Policy" ([postfinance.ch/dps](https://postfinance.ch/dps)). This applies in particular to the purposes of data processing, data recipient categories and data protection-related claims by the customer.

#### **15.2 Release from duty of confidentiality (bank client confidentiality)**

PostFinance and its governing bodies, employees and representatives are bound by a duty of confidentiality due to banking secrecy. To provide the products, it is necessary to disclose data belonging to the Contractual Partner which would in principle be subject to the duty of confidentiality to third parties in Switzerland and abroad. PostFinance also provides support with regard to the products (or services). The Contractual Partner agrees that PostFinance shall respond to any support requests without an authentication procedure.

#### **15.3 PCI DSS data security standard**

Card data (particularly card numbers, expiry dates) must be protected against loss and unauthorized access by third parties. The data security provisions that must be complied with in this respect are set out in the PCI DSS. In this context, the Contractual Partner undertakes to observe the applicable version of the

"Directives for compliance with the PCI DSS security regulations" issued by PostFinance and to comply with them in full at all times. In particular, the Contractual Partner undertakes to carry out certification measures, e.g. self-assessment questionnaires, and to confirm compliance with the PCI DSS with regard to PostFinance.

In the event of card data theft or suspected card data theft, the Contractual Partner must notify PostFinance without delay. In such cases, the Contractual Partner expressly authorizes PostFinance to commission an audit entity accredited by the licensors to draw up a "PCI audit report". This involves investigating the circumstances of the incident and checking whether the Contractual Partner complied with the PCI DSS. The Contractual Partner is obliged to cooperate with the audit entity in full; in particular, it shall grant the audit entity unrestricted access to its premises and access to its infrastructure. Once the PCI audit report has been drawn up, the Contractual Partner must completely resolve all security defects that have been identified at its own expense within a period specified by PostFinance. If the investigation shows that the security requirements under the PCI DSS were not being complied with at the time of the data theft, the Contractual Partner shall also bear the costs of producing the PCI audit report.

PostFinance is entitled to pass on the licensors' claims for damages to the Contractual Partner and/or terminate the acceptance contract with immediate effect if the Contractual Partner failed to comply with the PCI DSS or did not confirm its compliance upon request. The applies equally in the event of card data theft or suspected card data theft.

### **16. Liability**

#### **16.1 Liability of PostFinance**

PostFinance provides its services with the degree of due care customary in the banking industry. Provided it takes due care, it will not be liable for damages resulting from the consequences of faults and interruptions nor for those arising from the failure to fulfil or to adequately fulfil contractual obligations. Furthermore, all liability for indirect or consequential damage such as loss of profit, non-realized savings, additional expenses or third-party claims is excluded.

The Contractual Partner bears responsibility for ensuring technical access to the acquirer's system and the hardware and software required for this (particularly payment terminals) and PostFinance disclaims any liability in this regard. PostFinance excludes, to the extent permitted by law, all liability for any damages incurred by the Contractual Partner as a result of transmission errors, technical defects, malfunctions, unlawful interventions in telecommunication devices and networks, overloading of the network, wilful blockage of the electronic channels by third parties, interruptions or other shortcomings.

In addition, PostFinance disclaims all liability for any damage or loss as the result of non-fulfilment of the Contractual Partner's contractual obligations or those of third parties engaged by the Contractual Partner.

PostFinance does not assume any guarantee for the accuracy or completeness of data it transmits (especially the credit advice).

#### **16.2 Liability and indemnification obligation of the Contractual Partner**

Regardless of any further contractual provisions, the Contractual Partner shall be liable in particular for damages that arise for PostFinance due to insufficient fulfilment of the Contractual Partner's obligations, either through its own fault or through the fault of a third party engaged by the Contractual Partner.

PostFinance is entitled to pass on to the Contractual Partner any claims for compensation and penalties and/or handling fees from the licensor and/or the acquirer as a result of culpable breaches of duty on the part of the Contractual Partner or third parties engaged by the Contractual Partner, as well as any other case-specific expenses. The Contractual Partner shall fully indemnify PostFinance from this and shall accept these claims and any further case-specific expenses.

### **17. Guarantees/security**

PostFinance carries out continuous risk monitoring, particularly with regard to financial risks in connection with the Contractual Partner.

Based on an objective risk assessment, PostFinance has the right to take measures suitable for ensuring adequate protection against its financial risks. These may include the following (list is not exhaustive): bank guarantees, withholding remuneration for a limited time, reserving an amount in the Contractual Partner's account.

### **18. Audit rights**

PostFinance, the licensors and the acquirer have the right to check compliance with the applicable specifications (e.g. specifications of the acceptance contract including these Subscriber Conditions, specifications of the licensors, directives) at the Contractual Partner's premises and to obtain information in connection with risk monitoring.

The Contractual Partner undertakes to respond to all enquiries promptly and to an appropriate standard. This also includes the provision of requested documents (e.g. annual financial statements). The Contractual Partner undertakes to grant PostFinance and/or the licensor/acquirer access to its business operations during normal business hours upon reasonable advance notice so that an inspection can be carried out on site without hindrance.

### **19. Establishment, duration and termination of the acceptance contract**

#### **19.1 Establishment of the acceptance contract**

The acceptance contract is established upon receipt of the confirmation letter from PostFinance by the Contractual Partner and it is binding for both parties.

#### **19.2 Duration and ordinary termination of the acceptance contract**

The duration and provisions for ordinary termination of the acceptance contract are detailed within the acceptance contract. PostFinance may stipulate a minimum contract term.



### 19.3 Extraordinary termination

The contracting parties are entitled to terminate the acceptance contracts with immediate effect at any time provided there are serious grounds for doing so. Serious grounds include the following in particular:

- Serious or repeated breaches of provisions of the acceptance contract by one of the contracting parties
- Repeated complaints/chargebacks and/or transactions reported by card/payment method issuers as fraudulent (in accordance with section 14);
- Other discrepancies in settled transactions
- Initiation of insolvency proceedings regarding the Contractual Partner's assets
- If PostFinance has received corresponding instructions from the licensor and the acquirer
- If the contract between PostFinance and the acquirer is terminated

### 19.4 Expiry of the contract

The acceptance contract shall expire without further notice if the Contractual Partner does not submit any transactions to the acquirer's system for two years (24 months) from receipt of the confirmation letter.

### 19.5 Consequences of terminating the acceptance contract

Once the acceptance contract has been terminated, the Contractual Partner must remove all brand logos visible to the cardholder (contractual payment method stickers) from its premises.

PostFinance shall be entitled to retain the remuneration payments to the Contractual Partner with immediate effect and for 180 days beyond the date on which the acceptance contract is terminated so that they can be offset against any subsequent claims, particularly chargebacks.

The Contractual Partner shall remain liable towards PostFinance for any penalty claims and claims for compensation in accordance with section 16 after the acceptance contract has been terminated. If criminal proceedings or any other legal proceedings have been initiated against the Contractual Partner or criminal charges have been brought against it, PostFinance reserves the right to retain the remuneration payments at least until the proceedings have been concluded.

## 20. Changes to the products, the SC and the acceptance contract

PostFinance reserves the right to make changes to the products offered at any time and may amend these SC, the product descriptions (including brochures and the like) and the acceptance contract including the conditions at any time. The aforementioned documents, the list of prices and services, the "Directives for compliance with the PCI DSS security regulations for contractual partners", factsheets, regulations, product descriptions, brochures and the like shall be published in their current version on the PostFinance website and shall apply to the Contractual Partner without notice from the date of their publication (see section 22.6).

## 21. Confidentiality

The contracting parties undertake to keep the agreed conditions secret, along with all information, documents, data and technology of which they become aware during the fulfilment of the acceptance contracts and which is marked as confidential or identifiable as such and is not publicly or generally available; they also undertake not to make such information accessible to third parties without obtaining prior written approval from the other contracting party. This does not prevent the contracting parties from disclosing confidential information if they are doing so on the basis of mandatory legal provisions.

PostFinance responding to support requests from the Contractual Partner (including its auxiliaries and/or third parties engaged by it) shall not constitute a breach of confidentiality.

## 22. Final provisions

### 22.1 Assignment prohibition

The Contractual Partner's rights and obligations may only be assigned to PostFinance with prior written approval from PostFinance.

### 22.2 Rights of set-off, lien and retention

In respect of all existing and future claims arising out of its business relationship with the Contractual Partner, regardless of 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 Contractual Partner'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 Contractual Partner falls into arrears.

Prior written approval from PostFinance is required to offset the Contractual Partner's claims with regard to PostFinance.

### 22.3 Involvement of third parties/outsourcing of business units

PostFinance reserves the right to commission third parties to fulfil its contractual obligations at any time without having to notify the Contractual Partner.

PostFinance is entitled to transfer the acceptance contract to another subsidiary. The Contractual Partner shall be notified of this in an appropriate manner.

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. If PostFinance engages third parties or outsources business units, the Partner agrees that data may be disclosed and processed by these third parties to the extent necessary for cooperation.

### 22.4 Waiver of rights

If rights pursuant to the acceptance contract, the SC and/or the "Directives for compliance with the PCI DSS security regulations" are not asserted by PostFinance, this shall not mean that these rights have been waived unless PostFinance issues an explicit written waiver.

### 22.5 Severability clause

Should any individual provision of this acceptance contract (including these SC) be deemed invalid or unlawful, the validity of the acceptance contract itself will not be affected. In such cases, the relevant provision shall be replaced, as far as possible, by a valid provision that is of equal value economically.

### 22.6 Legal form of publication

The legally binding Subscriber Conditions, which constitute an integral part of the contract, are published electronically and can be viewed at [postfinance.ch/eftpos](https://postfinance.ch/eftpos) for the PostFinance Card payment method product and at [postfinance.ch/combo-downloads](https://postfinance.ch/combo-downloads) for the Combo payment methods product.

### 22.7 Applicable law and jurisdiction

As far as admissible by law, all legal relationships between the Contractual Partner and PostFinance shall be subject to substantive Swiss law. Subject to any conflicting and mandatory legal provisions, the sole place of jurisdiction for all types of proceedings is Bern. Bern shall also be the place of performance, unless otherwise agreed. The place of performance shall also be the place of debt enforcement for contractual partners whose domicile or registered office is not in Switzerland.

The Contractual Partner has the option of contacting the Ombudsman to settle any dispute before taking the matter to court.

## 23. Special provisions for the acceptance of Combo payment methods (excluding PostFinance Card)

In the case of Combo payment methods (apart from the PostFinance Card payment method), Worldline is the acquirer. The following provisions are specifications from the acquirer Worldline regarding the Combo payment methods.

### 23.1 Transaction volume limit

In the event that the transaction volume thresholds set by the licensors are reached, PostFinance and the Contractual Partner may jointly negotiate a solution for continuing the acceptance contract. The Contractual Partner acknowledges that exceeding the thresholds could mean that it has to enter into a contract with the relevant acquirer if it wishes to carry on accepting the payment methods in question.

Information about the applicable transaction volume limits can be found in the factsheet on the Combo payment methods product, which is available on our webpage: [postfinance.ch/combo-downloads](https://postfinance.ch/combo-downloads).

### 23.2 Adherence to limits relating to chargebacks and fraud monitoring

Information about the limits relating to chargebacks and fraud monitoring can be found in the factsheet on the Combo payment methods product, which is available on our webpage: [postfinance.ch/combo-downloads](https://postfinance.ch/combo-downloads).

### **23.3 Specific information regarding the UnionPay payment method**

A PIN or a six-digit number combination must be entered for each transaction. In addition, each receipt must be signed by the cardholder. In the case of contactless transactions, the applicable security standard is controlled via the hardware terminal. The name of the cardholder and the expiry date are not shown on some UnionPay cards. If this is the case, the Contractual Partner's duty to carry out checks with regard to the card's validity period and the cardholder's proof of identity (see section 7.1) shall not apply.

### **23.4 Specific information regarding credits with the TWINT payment method**

The following applies to processing credits for TWINT acceptance:

- If a transaction needs to be fully or partly reimbursed after it has been processed, the Contractual Partner has the option to request that the transaction be subsequently credited or partially credited by PostFinance by using the "Manual transaction entry" form. The form can be downloaded from [postfinance.ch/combo-downloads](https://postfinance.ch/combo-downloads).
- The Contractual Partner undertakes to submit processed transactions to the acquirer within 48 hours and in the agreed currencies. It must be noted that if transactions are not submitted on time, TWINT will not reimburse the transactions.

### **23.5 Additional provisions for hotel or rental car reservations (card acceptance)**

With regard to accepting cards for hotel or rental car reservations, the Contractual Partner must also comply with the provisions of the applicable "Hotel reservations" or "Rental car reservations" factsheet. The relevant factsheet forms an integral part of the contract module and is available on our webpage: [postfinance.ch/combo-downloads](https://postfinance.ch/combo-downloads).

### **23.6 Additional provisions for dynamic currency conversion (card acceptance)**

The dynamic currency conversion (DCC) service enables the cardholder to choose between the local currency and the card currency at the point of sale for cross-border transactions. An overview of the available currencies can be provided to the Contractual Partner by PostFinance on request. The Contractual Partner shall ensure that all information regarding DCC is clearly visible at the point of sale. The Contractual Partner must ask all cardholders with a foreign card whether payment is to be made in the card currency or in the local currency. The Contractual Partner shall inform the cardholder about the DCC service and his/her rights upon request.

When executing DCC transactions, the Contractual Partner must:

- obtain the cardholder's consent before conducting a DCC transaction. The Contractual Partner may not carry out a DCC transaction without the express consent of the cardholder;
- accept the exchange rate (local currency/card currency) set by the acquirer.

The Contractual Partner shall ensure that its staff are trained on these DCC-specific rules. Training material can be obtained from [postfinance.ch/combo-downloads](https://postfinance.ch/combo-downloads).

PostFinance is authorized to suspend the operation of the DCC service or individual foreign currencies at its own discretion if it deems this appropriate for compelling material reasons, e.g. disruptions, risk of misuse or extraordinary volatility on the foreign exchange markets.

## **24. Supplementary provisions for contractual partners without a PostFinance business account**

### **24.1 Powers of attorney**

The retailer may be represented by third parties vis-à-vis PostFinance for the entire business relationship by means of a validly signed power of attorney. The power of attorney regulations are binding until revoked. In particular, they shall not expire on the death, declaration of presumed death, loss of capacity to act or bankruptcy of the principal.

### **24.2 Incapacity to act**

The retailer shall be liable for damages arising from incapacity to act on its part or on the part of its representative, unless PostFinance was informed in advance and in writing of the loss of capacity to act or of the possibility of carrying out banking transactions independently and in its interest.