

Comparison of e-bill subscriber conditions for business customers with billing solutions subscriber conditions

SC for e-bill for business customers	SC Billing Solutions	Note
<p>These conditions govern the use of PostFinance's e-bill solution by business customers (hereinafter referred to as "customer"). All references to persons apply to both genders.</p> <p>If the customer's group companies also use the e-bill solution, the specific terms and conditions and details for group companies will be set out in a separate document entitled "group companies".</p>	<p>These conditions govern the use of PostFinance Ltd's (hereinafter referred to as "PostFinance") Billing Solutions by business customers (hereinafter referred to as the "customer").</p> <p>If the customer's group companies also use Billing Solutions, the specific terms and conditions and details for group companies will be set out in a separate document entitled "Billing Solutions – group companies".</p>	<p>Expansion of e-bill solution to Billing Solutions.</p> <p>For further details, see section 1.</p>
<p>1. Service</p> <p>PostFinance's e-bill solution enables invoices, credit advices and notifications to be sent and received electronically (hereinafter referred to as "e-bill"). The customer can send e-bills electronically as an invoice issuer (hereinafter referred to as "sender") and receive e-bills as an invoice recipient (hereinafter referred to as "recipient"). Details can be found in the e-bill manual. It is available on the product information pages for e-bill at www.postfinance.ch/e-bill under the section "documents and links".</p>	<p>1. Service</p> <p>PostFinance's Billing Solutions enable documents relating to the procurement process, namely invoices and related documents such as credit advices, notifications, orders, delivery notes, donation requests, etc. (hereinafter referred to as "documents") to be sent and received electronically and physically. The customer may send documents as the sender and receive documents as the recipient. Details and available value-added services are specified in the Billing Solutions manual, which also forms a contractual component. This is available on the Billing Solutions product information pages at postfinance.ch/billing-solutions under "Documents and links".</p>	<p>Expansion of the scope of services from sending and receiving invoices to sending and receiving documents in the procurement process.</p> <p>As a result, we are now talking about documents instead of e-bills.</p>
<p>2. Infrastructure requirements</p> <p>It is the customer's responsibility to provide the infrastructure required for the correct delivery and receipt of e-bills. The customer must take adequate measures to ensure the security of their infrastructure (e.g. access authorisation, access permissions, data backup, etc.).</p>	<p>2. Infrastructure requirements</p> <p>It is the customer's responsibility to provide the infrastructure required for the correct delivery and receipt of documents. The customer must take adequate measures to ensure the security of its infrastructure (e.g. access permissions, data backup, etc.). In particular, the customer is obliged to minimize the risk of unauthorized access to the end devices used for Billing Solutions 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 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 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).</p>	<p>Clarifications regarding the Customer's obligations to protect its own infrastructure.</p>

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<p>3. Data transfer and legitimation</p> <p>Data is transferred via the channel chosen by the customer. The identification and authentication of the customer vary depending on the type of channel chosen.</p> <p>PostFinance will send the customer the requisite identification and security elements to the address indicated by the customer in the registration form, provided they are not generated directly online. PostFinance may permit third-party legitimation methods and procedures.</p> <p>Anyone who legitimizes themselves by correctly entering the identification and security elements will receive access to PostFinance's e-bill solution and will be deemed by PostFinance as entitled to use it, regardless of any commercial register entries and powers of attorney to the contrary.</p> <p>The customer unconditionally acknowledges and approves all actions carried out with their identification and security elements or those of their powers of attorney, such as the delivery of e-bills. Within the scope of the e-bill solution, PostFinance may therefore allow the customer to make enquiries and may accept orders and notifications, without further verifying their user authorization.</p> <p>The identification and security elements must be kept secret and protected against improper use by unauthorized persons. The customer bears full responsibility for compliance with these confidentiality requirements and will make these requirements binding upon any third parties they engage (auxiliary persons, employees, etc.).</p> <p>The customer is obliged to minimize the risk of unauthorized access to the devices used for the e-bill solution by implementing appropriate protective measures. In particular, the customer must keep operating systems and applications up to date and immediately install the software and security updates provided or recommended by their suppliers. The customer must also take the customary security precautions for each device used to access the Internet (e.g. use of a current anti-virus program and a firewall).</p>	<p>3. Data transfer and legitimation</p> <p>Data is transferred via the channel chosen by the customer. The customer identification and authentication processes vary depending on the type of channel chosen. PostFinance provides the customer with the necessary means of identification (e.g. user identification) and security elements (e.g. personal password, key pairs or digital certificates accepted by PostFinance) via the contact details it provides, unless these are directly generated online. PostFinance may permit third-party legitimation methods and procedures. If multiple authentication methods are available, PostFinance recommends that the customer select the most secure method of authentication in each case.</p> <p>Anyone who legitimizes themselves by correctly entering the identification and security elements will receive access to Billing Solutions and will be deemed by PostFinance as entitled to use it, regardless of any commercial register entries and powers of attorney to the contrary.</p> <p>The customer acknowledges and approves, without reservation, all of the actions undertaken using its identification credentials and security elements (or those of its authorized representatives), such as the submission of documents. Within the scope of Billing Solutions, PostFinance may allow the customer to make enquiries and may accept orders and messages from it without further verification of its authorization. The customer must keep the identification credentials and security elements secret and protect them against use by unauthorized persons. The customer bears full responsibility for ensuring compliance with this due diligence obligation and will make these requirements binding upon any third parties it engages (including auxiliaries, employees, etc.). Any personal means of identification chosen may not consist of combinations that are easy to ascertain (telephone number, date of birth, etc.) and must be changed immediately if there is reason to assume that they have become known to another individual.</p>	<p>Adaptation of formulations without substantial change to the content. The last section is now integrated into section 2.</p>
<p>4. Complaints</p> <p>The customer is obliged to submit complaints concerning the e-bill solution immediately. Complaints not submitted in good time may result in the violation of obligations to minimize damages. The customer will be liable for any damages arising from this.</p>	<p>4. Complaints</p> <p>PostFinance provides the customer with a processing message each time it processes documents (see section 14.1). The customer is obliged to review these immediately and report any complaints concerning them or any instance of non-receipt without delay. Complaints not submitted in good time may result in the violation of obligations to minimize damage. The customer will be liable for any damages arising from this.</p>	<p>Clarification that the processing message prepared by PostFinance (see also section 14.1) is relevant with regard to complaints.</p>
<p>5. Notification obligations</p> <p>The customer must notify PostFinance immediately of any information relevant to the business relationship and changes to this information, such as name, address or correspondence address, registered office, etc.</p> <p>Notifications sent by PostFinance shall be deemed to have been delivered when sent to the most recent known address, are published publicly or are sent via a different suitable communications channel.</p>	<p>5. Notification obligations</p> <p>The customer must immediately notify PostFinance of any information relevant to the business relationship as well as any changes to this information, such as changes of company name, correspondence, e-mail addresses, registered office, etc.</p> <p>Notifications from PostFinance will be deemed to have been delivered if they are sent to the most recent known address of the customer, are published publicly or are sent via a different suitable communication channel.</p>	<p>Clarifications without any substantial change.</p>

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	<p>6. Confidentiality, publicity of the business relationship with PostFinance, release from bank client confidentiality</p> <p>6.1 Confidentiality</p> <p>PostFinance treats the content and all facts relating to this contract that are neither obvious nor generally accessible confidentially. The provisions of sections 6.2 and 6.3 below remain reserved.</p> <p>PostFinance protects the customer's data through suitable technical and organizational measures in order to ensure the confidentiality, integrity and availability of the data.</p>	<p>A summary of all relevant agreements.</p> <p>Derogation in accordance with sections 6.2 and 6.3, previously section 8.</p>
	<p>6.2 Publicity of the business relationship with PostFinance</p> <p>Provided it does not issue any instructions to the contrary, the customer agrees that the existing business relationship with PostFinance may be publicly known within the context of the Billing Solutions service. The aim is to improve the interconnection between senders and recipients and hence simplify the exchange of documents during the procurement process and the associated processing of payment transactions for paying invoices.</p> <p>Accordingly, PostFinance is authorised, for example, to name the customer as the sender and/or recipient of documents (and hence as a customer of PostFinance) in the publicly accessible directories mentioned in section 12. The naming of the customer is intended to increase its degree of familiarity as a sender and recipient of documents during the procurement process.</p> <p>In addition, PostFinance implements measures to improve the interconnection between senders and recipients and to increase the degree of utilization of Billing Solutions. This requires the exchange of the customer data required for connecting potential senders and recipients (in particular company name, company ID number, identification number for the sending/receipt of documents, kind of use, specific requirements, e.g. in relation to the document content). Examples of such measures include:</p> <ul style="list-style-type: none"> i. Consultations with active senders and recipients or potentially interested senders and recipients; ii. Identification of possible senders on behalf of a recipient, e.g. based on details about its suppliers; iii. Identification of possible recipients on behalf of a sender, e.g. based on details about its customers. 	<p>As before, you agree to publication in public directories when using Billing Solutions (for details see section 12). PostFinance may also publicize the existence of a business relationship for Billing Solutions as part of the listed measures.</p>
	<p>6.3 Release from bank client confidentiality</p> <p>The customer releases PostFinance, its bodies, employees and contractors to the extent specified below from the applicable duties of confidentiality and, if applicable, waives the statutory duties of confidentiality, including banking secrecy.</p> <p>The release and waiver entitle PostFinance to disclose this contractual relationship and, if required, also customer and transaction data in the following cases:</p> <ul style="list-style-type: none"> i. To fulfil/process this contractual relationship; ii. To the extent specified under section 6.2; iii. To fulfil legal or regulatory obligations; iv. To safeguard legitimate interests of PostFinance; v. For the purpose of e-mail communication with the customer in accordance with the provisions set out in section 7.4. 	<p>Further clarifications regarding the release from bank client confidentiality (previously section 8). The purposes described in section 6.2 as well as 7.4 (PostFinance and the customer communicate by e-mail).</p>

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<p>6. Retention and deletion of data</p> <p>6.1 Billing data</p> <p>The customer is personally responsible for storing e-bills in accordance with statutory provisions. The customer acknowledges that billing data, in particular billing details, will not be archived by PostFinance. Billing data will be deleted irreversibly after a maximum of 120 days – plus a period of a further seven days required for backup security purposes – of the bill due date or the last status change.</p> <p>If the e-bill is sent to a partner, the retention provisions of the partner system will apply.</p> <p>6.2 Transaction log</p> <p>PostFinance maintains a transaction log for the purpose of transaction traceability. It shows the sender, recipient and invoice amount for each transaction. This data is considered to be PostFinance business data and is thus archived according to internal regulations.</p> <p>7. Data security</p> <p>The customer acknowledges that the data is transported via media, which may be accessible to third parties. This applies in particular where communication takes place via the Internet or other public systems not provided with any special protection. PostFinance uses technically sophisticated encryption mechanisms for data transmission that make it impossible in principle for unauthorized persons to access confidential data. However, the possibility that unauthorized persons may nevertheless gain access to transmitted data cannot be entirely excluded. Some of the technical features used to establish the connection (such as IP addresses) cannot be encrypted. If this data is known, it can be used to localize the Internet connection and the device used. This also applies to e-mail messages. They are sent without encryption. PostFinance cannot therefore exclude the possibility that data transmitted in this way may be viewed by unauthorized persons. By using e-mail communication, the customer accepts the increased inherent risk of a violation of postal or banking secrecy and/or data protection.</p> <p>Encryption of e-bills is also available, subject to agreement with PostFinance.</p> <p>8. Data protection, confidentiality/banking secrecy</p> <p>PostFinance and its governing bodies, employees and representatives are bound by various confidentiality obligations due to data protection, banking secrecy and other provisions. The customer will release PostFinance and its governing bodies, employees and representatives from these confidentiality obligations and will waive rights to banking secrecy provided this is necessary for the protection of the legitimate interests of PostFinance or the customer, in particular:</p> <ul style="list-style-type: none"> – if the customer and/or other parties involved in the business relationship threaten to take or take legal actions, criminal charges or other notifications to authorities against PostFinance (including as a third party), – to secure and collect claims of PostFinance against the customer or other third parties involved in the business relationship, – for the payment collection of receivables from the customer, – in the event of accusations made against PostFinance by the customer in public or in the media, – to perform legal reporting duties or duties of disclosure. 	<p>7. Handling data; data security</p> <p>7.1 Data processing</p> <p>The customer acknowledges that PostFinance processes personal data in accordance with the PostFinance Ltd General Privacy Policy. This comprises data pertaining to the customer and to third parties associated with the customer (e.g. sender and recipient and their representatives, controlling persons, authorized persons, etc.), data from private and publicly accessible sources as well as data pertaining to data suppliers which are contractually bound to PostFinance. This data can also be used to create and use profiles from which information such as customer behaviour, preferences and requirements can be derived. The analysis and profiles are used, in particular, to comply with legal and regulatory obligations, to protect the customer and PostFinance against fraudulent criminal activity and to identify the customer's interests in certain products and services and their new or further development. The analyses and profiles are also used to provide the customer with personalized advice, offers and information on PostFinance products and services as well as those offered by companies affiliated with PostFinance. Analyses and profiles are also used for market research and marketing purposes, customer retention, such as loyalty programmes or competitions as well as the continual improvement of internal processes. The customer may at any time object to the creation and use of profiles by PostFinance for marketing purposes. With regard to the contractually agreed services, PostFinance ensures that the content data of the documents transferred is only processed, if required, for the purpose of providing the Billing Solutions service and is not collected or analyzed for any other purpose.</p> <p>As part of service provision, PostFinance processes data exclusively on servers located in Switzerland. With regard to Billing Solutions, the disclosure of customer data to persons or entities abroad is only of significance in cases where the recipient has decided to access the documents abroad or if the registered office of the recipient or its provider is located abroad.</p> <p>By using the "Paper Bill" option (physical mailing), the sender agrees that, in its capacity as the data supplier to Swiss Post, PostFinance is authorized to process address data from movers' returns and make it available to the sender in an appropriate form. PostFinance does not process this address data for other purposes.</p>	<p>Re-formulating the entire topic of handling data.</p> <p>Before: sections 6 to 8 New: sections 7 and 8</p> <p>Significant changes:</p> <ul style="list-style-type: none"> • Clarifications regarding the handling of personal data • Additions regarding the newly possible physical mailing of documents <p>Unchanged assurance that the data processing will take place in Switzerland and that PostFinance will process the content data of the documents only to the extent necessary to provide the Billing Solutions service and will not collect or evaluate it for other purposes.</p> <p>The content data of your documents is and will remain confidential and protected.</p>

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<p>PostFinance will process the information of which it gains knowledge as part of service provision exclusively on servers located in Switzerland and solely use this information for the performance of the contract. PostFinance guarantees that it neither collects nor evaluates the content data of e-bills.</p> <p>The customer consents to PostFinance engaging third parties (see section 16.2) for the performance of services (also for market research and processing purposes) and to customer data being passed onto and processed by these third parties if required as part of the cooperation. PostFinance undertakes to select, instruct (on issues including confidentiality) and supervise such service providers in a prudent manner. With regard to the e-bill solution, the disclosure of customer data to persons or entities abroad is only of significance in cases where the invoice recipient has decided to access e-bills abroad or if the registered office of the invoice recipient or its provider is located abroad. Apart from such cases, PostFinance guarantees that it will not disclose any customer data abroad as part of the e-bill solution.</p>	<p>The customer informs its representatives, controlling persons, authorized persons and third parties associated with the customer about the disclosure of its data to PostFinance. If requested by PostFinance, the customer must provide proof that the aforementioned persons consent to the disclosure of their data and to the further processing of said data, and that they have been informed in advance of the PostFinance Ltd General Privacy Policy. PostFinance may request such information, including directly from the persons involved in the business relationship or the third parties associated with the customer, or to have this information verified, provided PostFinance deems this necessary, particularly for ensuring compliance with regulatory provisions.</p> <p>Further principles and methods of data processing, details on the disclosure and handling of customer data as well as on the customer's rights are set out in the "PostFinance Ltd General Privacy Policy". The PostFinance Ltd General Privacy Policy applies in its current valid version at any given time; this version is published on PostFinance's website (postfinance.ch/dps).</p> <p>7.2 Responsibility for storage/retention period/archiving</p> <p>The customer is solely responsible for saving, storing and archiving the documents in accordance with statutory provisions. The customer acknowledges that the documents are not archived by PostFinance, unless otherwise agreed.</p> <p>The documents available to PostFinance as part of the use of Billing Solutions are permanently deleted after 180 days from the due date or the last status change of the documents.</p> <p>If the documents are sent to a partner for processing, the retention provisions of the relevant partner system will apply in relation to this.</p> <p>For the purpose of traceability, PostFinance records marginal data pertaining to the transactions executed (sender, recipient, date of delivery, (invoice) amount, status history, etc.). This data is considered to be PostFinance business data and is archived by PostFinance.</p>	<p>The contents of section 8 regarding confidentiality/banking secrecy are now contained in sections 6.1 and 6.3.</p> <p>Content regarding data protection now in section 7.1.</p> <p>Extension of the deletion period from 120 to 180 days due to customer requirements.</p> <p>Rewording and clarifications as well as additional information on data protection; reference to data protection statement</p>
	<p>7.3 Online security</p> <p>The customer acknowledges that the data is transported via media which are generally accessible to third parties. This applies in particular where communication takes place via the Internet or other public systems not provided with any special protection.</p> <p>PostFinance uses technically sophisticated encryption mechanisms for data transmission that make it impossible in principle for unauthorized persons to access confidential data. However, the possibility that unauthorized persons may nevertheless gain access to transmitted data cannot be entirely excluded. Some of the technical features used to establish the connection (such as IP addresses) cannot be encrypted. If this data is known, it can be used to localize the Internet connection and the device used.</p> <p>By using the Billing Solutions service, the customer agrees to bear the risks presented above.</p> <p>More detailed information about security on the Internet is published at postfinance.ch/security.</p>	<p>Aspects relating to security on the Internet are now formulated in a separate section.</p>

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	<p>7.4 E-mail communication</p> <p>If interactions between PostFinance and the customer do not take place via the Billing Solutions platform, PostFinance and the customer may communicate via e-mail in the context of the Billing Solutions service. By signing this contract, the customer acknowledges that the following risks in particular exist in relation to the electronic exchange of information by e-mail:</p> <ul style="list-style-type: none"> • unencrypted information is transmitted over an open, publicly accessible network; • the possibility that this information may be viewed and/or changed by third parties cannot be excluded; • third parties may infer that there is a business relationship between the customer and PostFinance; • the sender's identity (e-mail address) may be impersonated or manipulated; • the exchange of information may be delayed or interrupted as a result of transmission errors, technical defects, interruptions, malfunctions, unlawful interventions, overloading of the network, wilful blockage of electronic channels by third parties or other deficiencies on the part of network operators. <p>With regard to the Billing Solutions service, the customer agrees to communicate via e-mail and bears the risks presented above.</p> <p>PostFinance uses the details provided by the customer for e-mail communication. The customer must share any changes to its details with PostFinance without delay. The customer acknowledges that PostFinance checks incoming e-mails on the basis of the e-mail address only, regardless of whether the e-mail has actually been written and/or sent by the authorized person or its content correctly received by PostFinance. The customer must inform PostFinance immediately if there is any reason to believe that unauthorized third parties have acquired knowledge of the e-mail address and/or are misusing the system. Furthermore, the customer acknowledges that incoming e-mails are processed during the ordinary opening hours applicable in the relevant PostFinance location.</p>	<p>New</p> <p>Explicit consent to the use of e-mail and acceptance of the associated risks.</p>
<p>9. Invoice content</p> <p>It is the recipient's responsibility to come to an agreement with invoice issuers on the manner in which bills are transmitted.</p> <p>PostFinance will not check the commercial basis or the accuracy of e-bills. Where there are discrepancies pertaining to the content of e-bills, the recipient will contact the sender directly for clarification.</p> <p>PostFinance may reject data sent that contravenes the law or does not comply with the contractual conditions and accordingly may refuse to execute orders or parts thereof.</p>	<p>8. Transmissions and content of documents</p> <p>It is the sender's responsibility to come to an agreement with its recipients on the manner in which documents are sent.</p> <p>PostFinance will not check the commercial basis or the accuracy of the documents. Where there are discrepancies pertaining to the content of the documents, the recipient must contact the sender directly for clarification.</p> <p>PostFinance may reject data sent that contravenes the law or does not comply with the contractual conditions and accordingly refuse to execute orders or parts thereof.</p>	<p>No change</p>
<p>10. Digital signature</p> <p>The customer acknowledges that e-bills are signed digitally by PostFinance or its partners unless the recipient opts out of this. In particular, this signature guarantees the integrity of e-bills sent by PostFinance. The sender remains responsible towards the recipient for the content of the e-bill (see section 9) in all cases.</p>	<p>9. Digital signature</p> <p>The customer acknowledges that documents are signed digitally by PostFinance or its partners unless the recipient opts out of this. In particular, the signature guarantees the integrity of the documents sent by PostFinance. The sender remains responsible for the content of the documents in all cases (see section 8).</p>	<p>No change</p>

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<p>11. Blocking</p> <p>PostFinance is entitled to block the customer's access to the e-bill solution or the use of the service at any time, without having to provide a reason or prior notification. It will inform the customer of the blocking in a suitable manner.</p> <p>The customer may request to have their access to the e-bill solution blocked at any time. Request on blocking and removal of blocking must be sent in writing.</p>	<p>10. Blocking</p> <p>PostFinance is entitled to deactivate, block or restrict the customer's access to the Billing Solutions service or use thereof at any time, without having to provide a reason or prior notification. This can happen, for example, on the basis of legal or regulatory requirements, on official orders or for security reasons. PostFinance informs the customer in a suitable manner of the block, unless contrary legal obligations are in force.</p> <p>The customer may arrange for its access to the Billing Solutions service to be blocked at any time.</p>	<p>Clarifications without any substantial change.</p>
<p>12. Prices and conditions</p> <p>PostFinance will determine the prices for its products and services and reserves the right to change these at any time.</p> <p>The customer will be notified of prices (price changes and the introduction of new prices) in a suitable manner. Once the customer has been notified, they have the option of immediate termination (within a month at the most) if they object to the changes. In the event of immediate termination, the customer must not be subjected to any disadvantages due to compliance with notice periods.</p> <p>For price details, please consult the the product information pages on www.postfinance.ch/e-bill. The fees are invoiced on a monthly basis. If the customer uses the e-bill service as a recipient, invoices will be automatically sent to them electronically. PostFinance may debit the charges directly from the customer account.</p>	<p>11. Prices and conditions</p> <p>PostFinance sets the prices for its products and services. It reserves the right to adjust these at any time. Prices, price adjustments and the introduction of new prices will be notified to the customer in an appropriate manner and will take effect on the date specified. Upon receipt of such notification, the customer will have the option to object and give immediate notice of termination of the service. This must occur within one month of notification at the latest.</p> <p>The detailed prices for the Billing Solutions service are available on the product information pages at postfinance.ch/billing-solutions. The fees are invoiced on a monthly basis. If the customer uses this service as a recipient, they will receive invoices electronically. PostFinance may charge the prices directly to a customer account if the customer has a bank account with PostFinance.</p> <p>Physical mailing of documents incurs additional shipping costs, which may vary depending on the shipping option. Swiss Post may also incur costs in the event that a consignment cannot be delivered or needs to be delivered to a forwarding address. These costs will be charged separately by Swiss Post. The current Swiss Post price list can be found online at post.ch/en/sending-letters.</p>	<p>Additions regarding the physical mailing of documents. No substantial change.</p>

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<p>13. Trademark rights and public directories</p> <p>The trademarks of PostFinance, which are provided to the customer free of charge for use in connection with the e-bill service, are protected. Their usage on the customer's website or in the customer's communication media (e.g. brochures) for advertising the e-bill solution to potential customers is subject to the stipulations of PostFinance. To this end, PostFinance grants the customer a non-transferable, non-exclusive licence, free of charge for the duration of the contract with the customer.</p> <p>The customer accepts that PostFinance may mention details relating to the customer in the public directories listed below. To this end, the customer grants PostFinance a non-transferable, non-exclusive licence, free of charge for the duration of the contract with PostFinance.</p> <p>Directories:</p> <ul style="list-style-type: none"> – List of invoice issuers on the e-banking applications of the banks connected to eBill SIX, including E-Finance. Contents: Invoice issuers; Published details: name, address; Availability: e-banking customers of banks connected to eBill SIX and of PostFinance. – Entry in e-bill B2B directory at www.edirectory.ch/ search Contents: B2B invoice issuers and invoice recipients; Published details: name, address, company identification number (UID), VAT no., contact details, services used (invoice issuing and/or invoice receipt), subscriber number (invoice recipients only); Availability: public. 	<p>12. Trademark rights and public directories</p> <p>The trademarks of PostFinance, which are provided to the customer free of charge for use in connection with the Billing Solutions service, are protected. Their usage on the customer's website or in the customer's communication tools (e.g. brochures) for advertising PostFinance's Billing Solutions service to potential customers is subject to the provisions of PostFinance. To this end, PostFinance grants the customer a non-transferable, non-exclusive licence, free of charge for the duration of the contract with the customer.</p> <p>The customer agrees to this and instructs PostFinance to list its details set out below on the public directories specified below. To this end, if necessary the customer grants PostFinance a non-transferable, non-exclusive licence, free of charge for the duration of the contract with PostFinance.</p> <p>Directories and published details pertaining to the customer:</p> <ul style="list-style-type: none"> • <i>Directory:</i> list of invoice issuers on the e-banking applications of the banks connected to eBill, including PostFinance e-finance. <i>Customer categories affected:</i> senders that use eBill. <i>Details published:</i> name, address, logo (if requested). <i>Availability:</i> e-banking customers of eBill SIX connected banks, including e-finance customers of PostFinance. • <i>Directory:</i> list of invoice issuers on www.ebill.ch/en. <i>Customer categories affected:</i> senders that use eBill. <i>Details published:</i> name, address, logo (if requested). <i>Availability:</i> public. • <i>Directory:</i> entry on eDirectory – the directory for B2B e-invoicing in Switzerland. <i>Customer categories affected:</i> B2B senders and recipients. <i>Details published:</i> name, address, company ID number, VAT number, contact details, service used (sending and/or receiving), identification number (if requested), PostFinance service provider. <i>Availability:</i> public. 	<p>Clarifications without any substantial change.</p>

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<p>14. Liability</p> <p>PostFinance provides its services with the degree of due care. In the event of infringement, PostFinance will be liable for damages incurred due to non-performance or poor performance of services due. However, 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 non-fulfilment of 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.</p> <p>Technical access to PostFinance's e-bill solution is the customer's responsibility. PostFinance is not liable for the network provider and also disclaims, to the extent allowed by law, any liability for the hardware and software required to use the e-bill solution.</p> <p>PostFinance excludes, to the extent allowed by law, any liability for losses incurred by the customer as a result of transmission errors, technical defects, service disruptions, unlawful interventions in telecommunication devices and networks, overloading of the network, wilful blockage of the electronic channels by third parties, interruptions or other inconveniences.</p> <p>In particular, PostFinance reserves the right to suspend the e-bill solution at any time if it identifies security risks or faults, as well as for the purpose of performing maintenance work. PostFinance will not be liable for any losses resulting from any such discontinuation of service.</p> <p>In addition, PostFinance disclaims all liability for any damage or loss as the result of non-fulfilment of the customer's contractual obligations or those of third parties engaged by the customer.</p> <p>PostFinance does not assume any guarantee for the accuracy or completeness of data it transmits. In particular, PostFinance assumes no liability for complying with claims from the sender.</p>	<p>13. Liability</p> <p>PostFinance provides its services with the degree of due care. PostFinance does not accept any liability for damage or loss caused by PostFinance or its auxiliaries as a result of simple negligence. PostFinance also expressly excludes any liability for indirect and consequential damage (such as loss of profit, non-realized savings, additional expenses incurred by the customer or third-party claims). PostFinance shall also not be liable if the customer in turn breaches the due diligence obligations resulting from the contractual documents or any other due diligence obligations incumbent on them. The customer will be responsible for technical access to the PostFinance Billing Solutions. PostFinance is not liable for the network provider and also accepts no liability, to the extent permitted by law, for the hardware and software required for the use of Billing Solutions.</p> <p>PostFinance excludes, to the extent permitted by law, all liability for any damages incurred by the customer 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.</p> <p>In particular, PostFinance reserves the right to suspend access/the Billing Solutions service at any time if it identifies security risks or faults, as well as for the purpose of performing maintenance work. PostFinance will not be liable for any losses resulting from any such discontinuation of service.</p> <p>The physical mailing of documents to the recipients is handled by Swiss Post. Mailing in and of itself is exposed to the same common risks that may affect other postal items and is subject to the corresponding conditions of Swiss Post. PostFinance accepts no liability for loss, damage or delay during the physical mailing process.</p>	<p>Adaptation of the wording. No substantial change.</p>
<p>15. Provisions for the sender</p> <p>15.1 Data transmission</p> <p>The sender acknowledges that data is transmitted electronically. Incoming data delivery is supported by a monitoring process. The result is reported to the sender by way of a processing log. Data shall be deemed to have been transmitted to PostFinance when the processing log is available for download.</p>	<p>14. Provisions for sending documents</p> <p>14.1 Data transmission</p> <p>The customer acknowledges that data is transmitted electronically. Data is submitted in accordance with the provisions in the Billing Solutions manual. Data submitted by the customer is supported by a PostFinance monitoring process and is checked for certain formal criteria in particular.</p> <p>The result is subsequently fed back to the customer by way of a processing message. Data is only deemed to have been transmitted to PostFinance when the processing message becomes available for download.</p>	<p>Clarifications without any substantial change.</p>
<p>15.2 Rights and obligations of the sender</p> <p>The sender is responsible for the processes listed below. For details, please refer to the e-bill manual.</p> <ul style="list-style-type: none"> – Management of unique recipient identification (such as subscriber number). PostFinance will provide suitable tools for facilitating the transmission of this identification. – Correct delivery of the requisite data. It must be possible to process the data unconditionally and it may not contain any unlawful, immoral or otherwise prohibited content. – Receipt and processing of the processing log supplied by PostFinance. 	<p>14.2 Responsibilities concerning the mailing of documents</p> <p>The sender is specifically responsible for the processes listed below:</p> <ul style="list-style-type: none"> • Managing the recipient's unique identifier (e.g. identification number). PostFinance will provide suitable tools for facilitating the transmission of this identification. • Correct delivery of the requisite data. It must be possible to process the data unreservedly and it may not contain any unlawful, indecent or otherwise prohibited content. • Receipt and processing of the processing message supplied by PostFinance (see section 14.1). <p>All details, including the sender's other resulting obligations, are set out in the Billing Solutions manual.</p>	<p>Clarifications without any substantial change.</p>

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<p>15.3 E-bill light</p> <p>PostFinance provides an online data entry tool for invoicing called e-bill light. Senders which do not have a direct interface to PostFinance's e-bill solution may enter e-bills online in this tool. In order to use e-bill light, the customer has to register online with their e-mail address and password.</p> <p>PostFinance keeps the e-bills in e-bill light for ten years, deviating from section 6.1, and makes them available via e-bill light. These e-bills will be deleted after a maximum of 11 years.</p> <p>The e-bills archived in this way will be deleted if the e-bill light subscription is cancelled. The customer is responsible for downloading the archived e-bills beforehand or instructing PostFinance as to where to send them.</p>		E-bill light is no longer available.
<p>16. Other provisions</p> <p>16.1 Modifications</p> <p>PostFinance reserves the right to modify the services provided at any time and may amend these Subscriber Conditions and other contractual components, such as manuals, product descriptions and brochures, at any time. Any modifications to the Subscriber Conditions will be notified in advance in an suitable manner, indicating the date of effect. The modifications are deemed to have been accepted unless the customer terminates the contractual relationship within one month. Modifications to manuals, product descriptions, brochures and similar documents will be published on PostFinance's website and enter into force from the time of publication without special notification of customers.</p>	<p>15. Other provisions</p> <p>15.1 Amendments</p> <p>PostFinance reserves the right to make changes to the Billing Solutions service at any time and may amend these Subscriber Conditions and other contractual components, such as price lists, manuals, product descriptions, brochures and the General Privacy Policy at any time. Any changes to these Subscriber Conditions will be communicated in advance in an appropriate manner, indicating the date they come into effect. They are deemed to have been accepted unless the customer terminates the contractual relationship within one month. Changes to the other contractual components will be published on the PostFinance website and will apply from the date of their publication. The valid versions of these Subscriber Conditions and the other contractual components at any given time are available on the Billing Solutions product information pages at postfinance.ch/billing-solutions under "Documents and links".</p>	Clarifications without any substantial change.
<p>16.2 Involvement of third parties, outsourcing of business units and cooperation with partners</p> <p>PostFinance reserves the right to outsource the fulfilment of (technical and administrative) obligations ensuing from this contract to third parties, whether in whole or in part, without notifying the customer. The list of outsourced business activities can be found at www.postfinance.ch/legalen</p> <p>It also works with partners who offer equivalent e-bill solutions. An up-to-date partner list is available at www.postfinance.ch/e-bill.</p> <p>The customer may engage third parties to meet the obligations arising from this contract. Any actions performed by third parties in dealings with PostFinance shall be deemed to have been performed by the customer. The customer shall bear all ensuing risks.</p>	<p>15.2 Involvement of third parties</p> <p>PostFinance is entitled to assign the fulfilment of (technical and administrative) obligations ensuing from this contract to third parties at any time, either completely or in part, for example by involving a printing service provider for the physical printing and mailing of documents.</p> <p>PostFinance also works with partners that offer equivalent or similar solutions. An up-to-date partner list is available at postfinance.ch/billing-solutions.</p> <p>The customer may engage third parties to meet the obligations arising from this contract. As far as PostFinance is concerned, the actions of third parties will be deemed to have been performed by the customer and will be attributed to the customer.</p>	Clarifications without any substantial change.
<p>16.3 Duration and termination</p> <p>The business relationship between the customer and PostFinance for the use of the e-bill solution shall be concluded for an indefinite period. It may be terminated by either contracting party at any time, unless otherwise agreed.</p> <p>The provisions on the retention and deletion of data (section 6) and data protection and confidentiality/ banking secrecy (section 8) will remain in force after termination of this contract.</p>	<p>15.3 Duration and termination</p> <p>The business relationship between the customer and PostFinance for the use of Billing Solutions is concluded for an indefinite term. It may be terminated by either contracting party at any time, unless otherwise agreed.</p> <p>The provisions concerning confidentiality, publicity of the business relationship with PostFinance, release from bank client confidentiality (section 6) and handling data; data security (section 7) remain in effect even upon the termination of this contract.</p>	No change

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<p>16.4 Applicable law and place of jurisdiction</p> <p>As far as admissible by law, the legal relationships between the customer and PostFinance shall be subject to substantive Swiss law. Subject to conflicting and mandatory legal provisions, the sole place of jurisdiction for all proceedings shall be Berne. Berne shall also be the place of performance, unless otherwise agreed. The place of performance shall also be the place of debt collection for customers whose domicile or registered office is not in Switzerland. The customer has the option of contacting the Ombudsman to settle any dispute before taking the matter to court.</p>	<p>15.4 Applicable law and place of jurisdiction</p> <p>As far as admissible by law, the legal relationships between the customer 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. For customers without a registered office in Switzerland, the place of performance shall also be the place of debt enforcement. The customer has the option of contacting the Ombudsman to settle any dispute before taking the matter to court.</p>	<p>No change</p>
<p>© PostFinance Ltd, April 2019</p>	<p>© PostFinance Ltd, November 2025</p>	<p>The SC for Billing Solutions is valid from 1 November 2025 and replaces the previous SC for e-bill for business customers.</p>