

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").

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".

1. Service

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".

2. Infrastructure requirements

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).

3. Data transfer and legitimization

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 legitimization methods and procedures. If multiple authentication methods are available, PostFinance recommends that the customer select the most secure method of authentication in each case.

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.

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.

4. Complaints

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.

5. Notification obligations

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.

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.

6. Confidentiality, publicity of the business relationship with PostFinance, release from bank client confidentiality

6.1 Confidentiality

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.**

PostFinance protects the customer's data through suitable technical and organizational measures in order to ensure the confidentiality, integrity and availability of the data.

6.2 Publicity of the business relationship with PostFinance

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.

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.

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:

- Consultations with active senders and recipients or potentially interested senders and recipients;
- Identification of possible senders on behalf of a recipient, e.g. based on details about its suppliers;
- Identification of possible recipients on behalf of a sender, e.g. based on details about its customers.

6.3 Release from bank client confidentiality

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.

The release and waiver entitle PostFinance to disclose this contractual relationship and, if required, also customer and transaction data in the following cases:

- To fulfil/process this contractual relationship;
- To the extent specified under section 6.2;
- To fulfil legal or regulatory obligations;
- To safeguard legitimate interests of PostFinance;
- For the purpose of e-mail communication with the customer in accordance with the provisions set out in section 7.4.

7. Handling data; data security

7.1 Data processing

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.

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.

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.

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.

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).

7.2 Responsibility for storage/retention period/archiving

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.

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.

If the documents are sent to a partner for processing, the retention provisions of the relevant partner system will apply in relation to this.

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.

7.3 Online security

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.

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.

By using the Billing Solutions service, the customer agrees to bear the risks presented above.

More detailed information about security on the Internet is published at postfinance.ch/security.

7.4 E-mail communication

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:

- 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.

With regard to the Billing Solutions service, the customer agrees to communicate via e-mail and bears the risks presented above.

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.

8. Transmissions and content of documents

It is the sender's responsibility to come to an agreement with its recipients on the manner in which documents are sent.

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.

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.

9. Digital signature

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).

10. Blocking

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. The customer may arrange for its access to the Billing Solutions service to be blocked at any time.

11. Prices and conditions

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.

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.

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.

12. Trademark rights and public directories

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.

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.

Directories and published details pertaining to the customer:

- **Directory:** list of invoice issuers on the e-banking applications of the banks connected to eBill, including PostFinance e-finance.
Customer categories affected: senders that use eBill.
Details published: name, address, logo (if requested).
Availability: e-banking customers of eBill SIX connected banks, including e-finance customers of PostFinance.
- **Directory:** list of invoice issuers on www.ebill.ch.
Customer categories affected: senders that use eBill.
Details published: name, address, logo (if requested).
Availability: public.
- **Directory:** entry on eDirectory – the directory for B2B e-invoicing in Switzerland.
Customer categories affected: B2B senders and recipients.
Details published: name, address, company ID number, VAT number, contact details, service used (sending and/or receiving), identification number (if requested), PostFinance service provider.
Availability: public.

13. Liability

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.

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.

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.

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.

14. Provisions for sending documents

14.1 Data transmission

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. 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.

14.2 Responsibilities concerning the mailing of documents

The sender is specifically responsible for the processes listed below:

- 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).

All details, including the sender's other resulting obligations, are set out in the Billing Solutions manual.

15. Other provisions

15.1 Amendments

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".

15.2 Involvement of third parties

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.

PostFinance also works with partners that offer equivalent or similar solutions. An up-to-date partner list is available at postfinance.ch/billing-solutions.

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.

15.3 Duration and termination

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. 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.

15.4 Applicable law and place of jurisdiction

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.

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