

# Subscriber Conditions for e-bill for business customers

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.

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".

## 1. Service

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](http://www.postfinance.ch/e-bill) under the section "documents and links".

## 2. Infrastructure requirements

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.).

## 3. Data transfer and legitimation

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.

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.

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.

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.

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.).

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).

## 4. Complaints

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.

## 5. Notification obligations

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. 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.

## 6. Retention and deletion of data

### 6.1 Billing data

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.

If the e-bill is sent to a partner, the retention provisions of the partner system will apply.

## 6.2 Transaction log

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.

## 7. Data security

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.

Encryption of e-bills is also available, subject to agreement with PostFinance.

## 8. Data protection, confidentiality/banking secrecy

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:

- 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.

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.

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.

## 9. Invoice content

It is the recipient's responsibility to come to an agreement with invoice issuers on the manner in which bills are transmitted.

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. 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.

#### **10. Digital signature**

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.

#### **11. Blocking**

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.

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.

#### **12. Prices and conditions**

PostFinance will determine the prices for its products and services and reserves the right to change these at any time.

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.

For price details, please consult the the product information pages on [www.postfinance.ch/e-bill](http://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.

#### **13. Trademark rights and public directories**

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. 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.

Directories:

- 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](http://www.edirectory.ch) 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.

#### **14. Liability**

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.

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.

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.

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.

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.

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.

#### **15. Provisions for the sender**

##### **15.1 Data transmission**

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.

##### **15.2 Rights and obligations of the sender**

The sender is responsible for the processes listed below. For details, please refer to the e-bill manual.

- 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.

##### **15.3 E-bill light**

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. 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.

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.

#### **16. Other provisions**

##### **16.1 Modifications**

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 a 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.

##### **16.2 Involvement of third parties, outsourcing of business units and cooperation with partners**

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](http://www.postfinance.ch/legalen)

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](http://www.postfinance.ch/e-bill).

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.

### **16.3 Duration and termination**

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.

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.

### **16.4 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 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.