

References to persons apply to both men and women as well as to more than one person.

The PostFinance Benefit Subscriber Conditions govern the relationships between the PostFinance Benefit subscriber (hereinafter referred to as the Subscriber) and PostFinance Ltd (hereinafter referred to as PostFinance). Together with the registration form, which requires a signature, they represent the contractual documents.

1. Product

PostFinance Benefit is a service provided by PostFinance. It allows companies to send targeted offers to PostFinance private customers who are particularly likely to purchase the Subscriber's products and services. The full Product description and contact details are available at www.postfinance.ch/benefit. For the purposes of PostFinance Benefit, PostFinance acts exclusively as an intermediary between the Subscriber offering the discount and the private customer taking advantage of it.

2. Registration for PostFinance Benefit

- 2.1 PostFinance Benefit offers can only be created by PostFinance business customers with an e-finance subscription.
- 2.2 The Subscriber registers for the Product with PostFinance in writing using the PostFinance Benefit registration form. PostFinance registers the Subscriber and activates his use of PostFinance Benefit. PostFinance may refuse the registration of a Subscriber or a subscription to the service without having to state a reason. The Subscriber shall be informed in writing of the successful activation or refusal of the service.
- 2.3 After successful registration, the online marketing platform can be accessed via a multi-level security system (identical to that used for e-finance). For each authorized party an e-finance number, or a personally defined username and password, are required for all login procedures. Following the activation of PostFinance Benefit, the Subscriber can log in to PostFinance Benefit using his current login process if he already has an e-finance subscription. If the Subscriber does not yet have access to e-finance, the necessary security elements will be sent by post to the Subscriber or to the authorized parties designated by him.
- 2.4 Legal entities or partnerships may only be registered by a natural person authorized to represent them.
- 2.5 By signing the PostFinance Benefit registration form, the Subscriber accepts the Subscriber Conditions and confirms the accuracy and completeness of the details provided.
- 2.6 The Subscriber shall ensure that his details are kept up to date at all times and notify PostFinance immediately of any changes.

3. Restricted Product offer

Campaigns are only permitted if they do not constitute a violation of applicable law, the rights of third parties (including intellectual property rights), these Subscriber Conditions or public morals. PostFinance verifies every campaign at its own discretion and can refuse to activate a campaign without stating reasons.

The Subscriber is solely responsible for all the contents of his campaigns and undertakes not to breach the intellectual property rights of third parties.

Throughout the campaign period, the Subscriber undertakes to continue to accept the PostFinance payment methods accepted by him on the campaign start date, as discounts can only be allocated and granted upon payment by these payment methods.

4. Prices and conditions

The activation of individual campaigns is subject to a charge. The Subscriber can see the different price alternatives, including additional options, on the online marketing platform when creating a campaign. Prices are dynamic and are set for each campaign upon its transmission to PostFinance. In addition to the specified charges, the cost of the preferential offers (discounts) made available to private customers during the campaign shall also be borne by the Subscriber. All the cost items are quoted excluding any applicable VAT.

On registering, the Subscriber gives his consent for the campaign costs and preferential offers costs to be debited directly from the PostFinance

account defined during the creation of the campaign. The costs will be debited irrespective of the funds in the account. Any debit interest due on negative account balances shall be borne by the Subscriber.

After the campaign expires, the Subscriber will receive a VAT-compliant invoice for the costs debited. This invoice will show the number of offers redeemed, the total of all the preferential offers paid out, and the campaign costs.

5. Debits/credits after the end of a campaign, returns

PostFinance shall debit offers that have been correctly redeemed (redemption date within the campaign period) even if they are recognized or submitted to PostFinance after the end of the offer.

PostFinance shall reimburse returns carried out up to 60 days after the end of the campaign. The following preconditions must be met for PostFinance to be able to credit the Subscriber and debit the private customer for preferential offers claimed in excess:

- Returns in the case of e-payment transactions: (partial) reimbursements must be triggered via the payment service provider interface on the basis of the original transaction.
- Returns in the case of EFT/POS transactions: amounts must be reimbursed using the same PostFinance Card at the same point of sale as the original purchase.

Returns which do not meet the above preconditions do not entitle the Subscriber to demand the reimbursement by PostFinance of a preferential offer that has been paid out or of any related sales commission. Any losses arising from PostFinance's inability to debit the private customer for a preferential offer that has been paid out due to an insufficient account balance shall also be borne by the Subscriber.

If a preferential offer is successfully cancelled for a private customer, or if an offer is recognized at a later date but has been correctly redeemed, PostFinance shall transfer or debit the relevant amount to the Subscriber together with any associated sales commission in the event of a return.

6. Restricted inspection rights

On the online marketing platform, the Subscriber can see an overview of the offers that have been redeemed and reserved for each campaign. The Subscriber is not entitled to demand any other documentation such as documents, receipts or similar items which contain the direct or indirect data of PostFinance private customers or any other personal data. If the Subscriber should object to the items debited from his account, PostFinance shall arrange for an external audit to be carried out at the request and cost of the Subscriber. If, following the audit, the invoicing carried out by PostFinance should prove to be incorrect, PostFinance shall reimburse the shortfall as well as the costs incurred for carrying out the external audit.

7. Due diligence obligations

The Subscriber must observe the following due diligence obligation in particular:

- The security elements must be kept secret and protected against improper use. The password must not be easily ascertainable (no vehicle registration numbers, phone numbers, simple sequences of numbers, etc.). The Subscriber bears all the consequences arising from the use of his means of identification and security elements or those of his holder(s) of power of attorney.
- If there is any reason to believe that unauthorized third parties have acquired knowledge of the password, it must be changed immediately.
- The Subscriber is obliged to minimize the risk of unauthorized access to the devices used for the Product by implementing appropriate protective measures. In particular, the Subscriber must keep operating systems and applications up to date and immediately install the software and security updates made available or recommended by his suppliers. The Subscriber must also take the customary safety precautions for each device used to access the Internet (e.g. use of a current anti-virus program and a firewall).

If it is suspected that the Product is being misused, PostFinance must be informed immediately.

8. Liability

- PostFinance provides its services with the usual degree of due care. In the event of infringement, PostFinance will be liable for damage incurred due to non-performance or poor performance of services due.
- Technical access to the Product is the responsibility of the Subscriber. 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 Product.
- PostFinance excludes, to the extent allowed by law, any liability for losses incurred by the Subscriber or its authorized agents as a result of force majeure, 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.
- PostFinance accepts no liability if a return as set out in section 5 cannot be allocated.
- PostFinance is committed to providing the most reliable and uninterrupted access to the PostFinance Benefit Product as possible. This cannot be guaranteed at all times, however. PostFinance reserves the right to interrupt access to the online marketing product and/or the services offered on it at any time, particularly in the event that increased security risks or irregularities are identified, and also for maintenance work. Furthermore, PostFinance is entitled to block or suspend access to PostFinance Benefit at any time without prior notice if the Product is not used for a lengthy period or if there is reason to suspect misuse. As long as PostFinance exercises the customary degree of due care, the Subscriber bears the cost of any damage resulting from such interruptions.
- PostFinance operates PostFinance Benefit as an information channel and is responsible, in particular, for the technical processing of campaigns. PostFinance is thereby acting exclusively as an intermediary between the Subscriber and the private customer. The Subscriber shall be responsible to the private customer for the contents of campaigns, as well as for their design and for the service provision. Any claims on the part of the private customer against the Subscriber are subject exclusively to the agreements concluded between them. If a campaign should be terminated early, PostFinance cannot be held liable for discounts that have not been or can no longer be redeemed.
- If action is taken against PostFinance by a third party in connection with a violation of intellectual property rights resulting from a campaign, or by a private customer in relation to the contents of a campaign, the Subscriber undertakes to assist PostFinance in any such dispute at the first request. If PostFinance is nonetheless prosecuted for damages caused by the Subscriber (legally binding court decision or settlement), the latter undertakes to indemnify PostFinance in full.

9. Data protection and security on the Internet

The Product and the services it offers are used via the Internet, in other words across an open, publicly accessible network. 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 gain access to transmitted data cannot be entirely excluded. Some of the technical features used to establish the connection (such as IP addresses) are not encrypted. If this data is known, it can be used to localize the Internet connection and the device used, thus possibly revealing the existence of a customer relationship to the Subscriber. The Subscriber also acknowledges that data can be transmitted across national borders unchecked, even if the sender and recipient of the data are both in Switzerland.

10. Agreement

When the Subscriber's employees responsible for creating or viewing campaigns via the online marketing platform are required to select a debit account, they gain access to a list of the accounts held at PostFinance by the Subscriber as well as to the Merchant ID for EFT/POS and e-payment contracts. This list only contains the Subscriber's account numbers. The Subscriber hereby authorizes PostFinance to disclose this information, which is subject to bank client confidentiality in accordance with article 47 of the Banking Act, to the employees involved in the creation of campaigns.

11. Data evaluation

The Subscriber authorizes PostFinance to carry out internal evaluations of the data it obtains from the Subscriber in connection with his campaigns. This data analysis is carried out to compile statistics and to make ongoing improvements to services.

12. Termination of PostFinance Benefit

Provided that no campaigns are active, the Subscriber may cancel PostFinance Benefit at any time with immediate effect. If a campaign is in progress, the Subscriber must wait until it has been duly terminated. Notice of cancellation must be given in writing using the cancellation form. PostFinance may terminate the Product at any time, without having to state a reason. In this case, the customer shall be notified in advance.

13. Communication

PostFinance and the Subscriber shall communicate by e-mail. By accepting these Subscriber Conditions, the Subscriber acknowledges that in particular the following risks are borne by the Subscriber during 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, and that such third parties may be able to infer the existence of a customer relationship, cannot be excluded.
- The sender's identity (e-mail address) can be impersonated or otherwise 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.

In relation to its e-mail communications, PostFinance uses the contact details provided on the registration form. The Subscriber shall notify PostFinance of any change of address without delay. The parties shall inform each other about important technical, organizational and administrative changes within a reasonable period of time. Notices of changes affecting security must be submitted by post in the form of written documents signed by the authorized persons.

14. Other provisions

- PostFinance reserves the right to make changes to the Products offered and the associated Subscriber Conditions at any time. The amendments will be announced in advance, indicating the date of effect, in an appropriate form. Unless the Subscriber terminates the Product within one month, they shall be deemed approved.
- The General Terms and Conditions and Subscriber Conditions of PostFinance Ltd also apply.

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