

A General provisions

1. Service/scope

These subscriber conditions govern the use of the e-finance service by customers or their holders of power of attorney. The services provided by PostFinance Ltd (hereinafter PostFinance) via e-finance are described in detail in the product descriptions on the website www.postfinance.ch.

The use of the word customer below refers to both private and business customers. Where provisions concern only private or business customers, this is clearly stated.

All references to persons in these subscriber conditions refer to both men and women.

2. Access to e-finance services

- a) E-finance is accessed on the Internet via the customer's choice of provider with an Internet-enabled device.
- b) Access to e-finance services is available to users who identify themselves by correctly entering their means of identification (e.g. e-finance number, user ID (especially for business customers or e-finance subscriptions with multiple users)) and security elements (e.g. personal password, PIN, code, or via digital certificates endorsed by PostFinance).
- c) Anyone who identifies himself in accordance with 2b) is deemed by PostFinance to be authorized to use e-finance, regardless of other entries in the commercial register and powers of attorney deposited. Within the scope of the e-finance services, PostFinance may allow him to make enquiries about the accounts/custody accounts listed in the e-finance agreement and may accept orders and messages, without further verifying his user authorization.
- d) The customer recognizes without reservation all transactions booked to the accounts/custody accounts that have been effected via e-finance in connection with his means of identification and security elements or those of his holder of power of attorney. Likewise, all instructions, orders and messages received by PostFinance via e-finance shall be deemed to have been written and authorized by the customer (see section 6 d) below for exception).
- e) The subscriber conditions for electronic services apply to electronic payment orders (EPO) effected via e-finance. They will be deemed to have been approved as soon as the customer submits an EPO via e-finance.

3. Submission/delivery and processing

PostFinance determines the submission/delivery and processing times for orders and also the possible periodicities and types. PostFinance inspects incoming data upon receipt and reserves the right to reject entire orders or parts thereof. The customer is free to cancel orders that have not been executed.

4. Blocking

- a) The customer may arrange for his access to e-finance services to be blocked. Any orders that have already been issued shall remain unaffected and will be duly executed. PostFinance determines the terms for blocking access.
- b) PostFinance is entitled to block or limit the customer's access to the e-finance services at any time and without prior notice (e.g. due to legal or regulatory requirements, in compliance with an official order or for security reasons).

5. Customer's duty to exercise due diligence

- a) The security elements must be kept secret and protected against improper use. The password must not be easy to determine (no vehicle registration numbers, phone numbers, simple sequences of numbers etc.). The customer 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.
- b) If there is any reason to believe that unauthorized third parties have acquired knowledge of the password, it must be changed immediately.
- c) If there is any reason to believe that unauthorized third parties have gained access to the digital certificate's private key, the certificate must be blocked immediately by the issuer. If necessary, the blocked certificate must also be revoked.
- d) The customer is obliged to minimize the risk of unauthorized access to the devices used for e-finance 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 made available or recommended by their suppliers. The customer 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). Mobile devices and devices accessible to third parties must be protected from unauthorized use or manipulation (e.g. with a device lock).
- e) The customer is responsible for ensuring that his holders of power of attorney for the use of e-finance also comply with all of the above obligations.

6. Liability

- a) PostFinance provides its services with the degree of due care that is usual in the banking industry. In the event of infringement, PostFinance will be liable for damage incurred due to non-performance or poor performance of services due.
- b) PostFinance does not assume any guarantee for the accuracy or completeness of data it transmits. Transactions in particular may be displayed with a time delay. Unless expressly designated as binding, data relating to accounts/custody accounts, booking data and information in the public domain such as foreign exchange rates is considered provisional and non-binding.

- c) The customer bears the responsibility for the technical access to PostFinance services. 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 e-finance.
- d) PostFinance excludes, to the extent allowed by law, any liability for losses incurred by the customer or his holders of power of attorney 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 inconveniences. However, PostFinance will replace credit that has been abstracted from the customer through the unlawful misuse of the customer's means of identification or security elements (particularly during phishing or malware attacks) if the customer has observed these Subscriber Conditions in their entirety. In case of recurrence or if the customer fails to cooperate with preparing the claim or reaches a defined loss amount, the liability assumed by PostFinance may be limited or excluded depending on the individual case. PostFinance does not accept liability for losses that are the responsibility of an insurance company or consequential damage of any kind. Any loss must be reported to PostFinance as soon as it is discovered. More detailed information about security on the Internet and the loss limit in each individual case is published at postfinance.ch/security.
- e) PostFinance is committed to providing the most reliable and uninterrupted access to e-finance services as possible. However, it cannot guarantee this at all times. PostFinance reserves the right to interrupt access to e-finance and/or the services offered by e-finance at any time, particularly in the event that increased security risks or irregularities are identified, and also for maintenance work. Where PostFinance has exercised the degree of due care that is usual in the banking industry, the customer bears the cost of any damage resulting from such interruptions.

7. Electronic documents

If paper documents are not required, the customer accepts the electronic form as a delivery method for bank and customer documents (e.g. account statements, interest statements etc.). Electronic documents are considered to have been delivered when they have been filed, and can be accessed, within the customer's favoured channel.

Electronic documents remain electronically accessible for a period of 24 months, after which they must be re-ordered. Customers are responsible for the storage of their electronic documents. Any objections concerning transactions are subject to the General Terms and Conditions of PostFinance.

If required, customers can request delivery of their electronic documents in paper form, in return for a fee where applicable.

8. Provisions of power of attorney

- a) Authorizations to use the e-finance services remain valid until said authorization is revoked by the account/custody account holder or holder of power of attorney. Orders issued via e-finance may be cancelled, provided PostFinance has not yet executed them.
- b) Deletion of the signing authority of a holder of power of attorney from the account/custody account power of attorney regulations does not cancel his entitlement to use e-finance in all cases.

9. E-mail

PostFinance does not accept any orders (payment orders, cancellations, changes, etc.) received by e-mail.

10. Data protection and security on the Internet

E-finance and the services it offers are used via the Internet, in other words across an open, publicly accessible network. For data transmission between the customer and PostFinance in e-finance, PostFinance uses technically sophisticated encryption mechanisms 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.

The customer also acknowledges that data can be transmitted across national borders unchecked, even if the sender and recipient of the data are both in Switzerland.

11. Data processing

PostFinance processes the data resulting from the online activities of customers and their holders of power of attorney to ensure continuous quality assurance, to optimize its services and, in relation to individual customers, to initiate support instructions (such as warnings relating to withdrawals involving charges) and to allow PostFinance to offer services tailored to specific needs.

Some functions in e-finance also require an analysis of the data of private customers. This is based on the contract and payment data available to PostFinance and on other data and information either made available by the private customer in the course of use of e-finance or received by PostFinance due to the use of its services by or through the private customer. Provided that consent has been granted, PostFinance will analyse this data for the purposes of e-cockpit and for offers from third parties (see also 19 and 20).

12. Market research

To ensure continuous quality assurance and to optimize and develop its services, PostFinance may carry out market research. This market research makes use of the contact information made available or collected as part of the business relationship. PostFinance may engage third parties to implement market research surveys.

13. Changes to services and to these subscriber conditions

PostFinance reserves the right to change the services offered at any time. PostFinance may revise these subscriber conditions at any time. Amendments will be communicated to the customer in appropriate form. If a customer does not agree with the amendments, he may terminate the e-finance service before the amended conditions come into force.

14. Termination of the agreement

If a customer terminates the e-finance service, any orders that have been issued will no longer be executed. The customer is also responsible for ensuring that there are no e-bills with an "open" status.

15. Statutory provisions

These subscriber conditions are subject to any statutory provisions that govern operation and use of the Internet. Such statutory provisions shall also apply to the e-finance service once they come into force.

16. Local legal restrictions on the use of e-finance

The use of e-finance from countries outside Switzerland may be subject to local legal restrictions or may violate national laws in some circumstances. Existing restrictions are also subject to changes and developments in national laws. It is the responsibility of the customer to keep himself informed and to ensure that no national laws are violated through the use of e-finance. PostFinance disclaims all liability in this regard.

17. Other conditions

The General Terms and Conditions of PostFinance and the subscriber conditions for postal accounts, savings accounts and e-savings accounts also apply. For other services used as part of e-finance, the relevant subscriber conditions in each case apply.

B Special provisions

18. E-bill

- a) Using the e-bill service on e-finance extends to displaying and processing invoices that are available electronically. First the customer has to register with the biller to receive electronic invoices.
- b) It is the customer's responsibility to come to an agreement with billers on the manner in which invoices are submitted (electronically or on paper). The customer hereby acknowledges that electronic invoices properly transmitted to PostFinance will have the same legal force as legally valid invoices sent via any other method. PostFinance will not verify the commercial basis or the accuracy of incoming invoices. It will also not accept any responsibility for compliance with demands from billers. Any complaints must be settled directly and exclusively with the biller.
- c) The information required for the presentation of electronic invoices will be submitted to PostFinance by the biller or a third party on behalf of the biller. The customer acknowledges and agrees that, apart from the employees of PostFinance, employees of other parties involved in support services and entrusted with transferring invoices may examine the data relating to the customer where this is necessary to handle support cases, without seeking the customer's consent in individual cases. PostFinance would like to point out that it may be possible to draw conclusions about the sender and the recipient.
- d) The customer is personally responsible for storing electronic invoices in accordance with statutory provisions. The customer hereby acknowledges that electronic invoices will not be archived by PostFinance unless it is specifically instructed to this effect. E-bill data that PostFinance is not legally obliged to keep will be deleted irreversibly after a maximum of 120 days – plus a period of a further seven days required for backup/security purposes – following the due date of the e-bill or the last status change. This does not include invoice data digitally signed by PostFinance on behalf of the biller that, depending on the type of delivery to the sender and recipient, are stored for up to one year additionally after delivery. Business customers subject to value added tax should note in particular that electronic invoices presented via e-finance cannot always be used to claim VAT input tax deductions. Business customers have the option of registering on e-finance for the e-bill service for business customers. Among other things, this service provides for e-bills enabling VAT input tax deductions to be claimed. By registering, the customer additionally accepts the e-bill subscriber conditions applicable to business customers.

19. E-cockpit

E-finance also includes the e-cockpit service. E-cockpit is designed for private use by private customers, displaying their payments in the form of graphs, provided that the private customer has not unsubscribed from this service. It also automatically assigns each transaction to an income or expense category. Private customers can customize the configuration of the sub-categories to their own needs. PostFinance may extend or modify the scope of this service in order to optimize it.

20. Offers from third parties

PostFinance offers its private customers in e-finance a platform on which third party providers can have posted special offers in the form of personal discounts and promotions. Private customers remain anonymous on this platform, even when they redeem the offers. This means that private customers who want to take advantage of an offer available to them must first "reserve" the offer online. Once the purchase has been completed and paid for with a payment method defined by PostFinance, PostFinance automatically credits the customer with the discount. In this process, PostFinance acts exclusively as an intermediary between the third party provider offering the discount and the private customer taking advantage of it. Any claims on the part of the private customer arising from the agreement with the third party provider are subject exclusively to the agreements in place between them.

The third party providers never know which private customers have received the offers posted on e-finance. Third party providers also cannot draw any conclusions about particular private customers because private customers taking advantage of the offer do not need to disclose this to the third parties. PostFinance does not disclose the private customer's address or any other personal data to the third party provider.

Offers from third parties will be shown only to private customers who have given their consent to the related analysis of their data. Private customers who no longer want to receive offers of this type can opt out at any time by unsubscribing within e-finance, which also unsubscribes them again from the associated analysis of their data.

21. Notifications

Customers in e-finance can set up a range of notifications for various services (e.g. by SMS and/or e-mail). When they register their mobile phone number, customers who sign up for notifications on their mobile phone confirm that they are its lawful user and authorized to dispose of it. Before changing the mobile phone number (e.g. by passing it on to a third party or terminating a contract with a mobile network operator), customers must notify PostFinance of the new mobile phone number or unsubscribe from the notifications.

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