

All references to persons in these Subscriber Conditions apply to either gender.

**PostFinance Mobile Fast Service (hereinafter referred to as the "service") Subscriber Conditions shall be deemed to have been accepted when the purchaser (hereinafter referred to as the "Subscriber") expressly accepts the Subscriber Conditions when registering in e-finance or in a smartphone application (hereinafter "app") or, in the case of other registration channels, uses the service for the first time after receiving said Subscriber Conditions.**

## 1. Mobile Fast Service

This service enables the Subscriber to use various banking services via mobile phone, such as making payments via mobile phone (including the purchase of digital credits), reloading prepaid credit, transferring money via his postal account, consulting the latest currency exchange rates or calling up account balances and transactions directly on the mobile phone. The service can be accessed via SMS or using the PostFinance App. To subscribe to the service, applicants must have a postal account in CHF or EUR, a mobile phone number issued by a Swiss mobile phone network operator and, optionally, the PostFinance App. Before carrying out a transaction, the system checks whether the monthly limit and any daily limits for the service have been exhausted and whether the account has sufficient funds to cover the amount in question.

## 2. Registering for the service

The customer registers for the service at PostFinance Ltd (hereinafter PostFinance) and verifies his identity as the postal account holder with the PostFinance Card ID and PIN or with his signature. By registering, the customer links his mobile phone number or the app with the postal account. When registering for the app, the customer must also set up a password for the app.

The service is set up with full functionality when registering via text message, app or Postomat. When registering via e-finance or in writing, the scope of functions (balance and transaction enquiries, prepaid credit reload, money transfers and/or payments via mobile phone) can be freely defined. The functionality can be changed at any time by means of a written change application or directly in e-finance.

## 3. Booking

The Subscriber acknowledges all transactions made via his postal account-linked mobile number or app and correctly registered under this mobile number or app. Payments will be deemed to have been registered correctly, providing technical and administrative investigations by PostFinance do not reveal any incorrect recording of data and no technical malfunction of the system can be proven.

When paying by mobile phone, the Subscriber will be reimbursed for payments if the seller is unable to provide satisfactory evidence to show that the mobile phone number in question was used for a payment via mobile phone.

PostFinance will normally debit the account linked to the mobile phone number with the amounts charged within ten working days. Amounts charged in other currencies will be converted to the currency of the postal account. The Subscriber acknowledges the exchange rate used by PostFinance. The exchange rate can be viewed on the currency converter at [www.postfinance.ch](http://www.postfinance.ch).

## 4. Limits

A standard monthly limit will be set for the Subscriber for this service. The Subscriber may change the monthly limit in e-finance, in writing, in the app or by text message. An increase is only possible up to the maximum limit defined by PostFinance. Payments will only be authorized if they can be debited without exceeding the applicable monthly limit or the available account balance. For transfers and payments for third-party providers, different (i.e. lower) limits per payment and day may apply. These limits cannot be changed by the Subscriber and depend on the corresponding range of services.

## 5. Due diligence obligations

In particular, the Subscriber must observe the following due diligence obligations:

- The Subscriber registers with his mobile phone number. He thus confirms that he is the authorized user of this number and that he has sole signing authority for this account.
- If the mobile phone and/or SIM card is lost or if there is reason to suspect that the service is being misused, PostFinance must be informed immediately.
- Before changing the mobile phone number (e.g. by passing the phone on to a third party or by cancelling the contract with the mobile network operator), the Subscriber must timely unsubscribe from the service (in accordance with section 7 below).
- In the event of any losses, the Subscriber must contribute to solving the problem and minimizing the damage to the best of his knowledge and ability. In the event of a criminal offence he must notify the police.
- The Subscriber must protect the mobile phone and SIM card against unauthorized access by means of a PIN number or code, thereby reducing the risk of his mobile phone number being misused for fraudulent transactions via his postal account. The Subscriber must also keep the operating system and applications up to date and immediately install the software and security updates made available or recommended by their suppliers.

To users of the app, the following due diligence obligations apply additionally:

- The password in the app must be kept secret and protected against misuse by unauthorized persons.
- If there is reason to suspect that unauthorized persons have gained knowledge of the password, the password must be changed immediately.
- All updates of the PostFinance App must be installed immediately by the Subscriber.

## 6. Blocking a card

The Subscriber can have the service blocked. The Subscriber is obliged to have the service blocked if there is reason to suspect misuse of the mobile phone number or app linked to the postal account. The same applies for loss of a phone or SIM card. The block will be removed only with the written consent of the Subscriber. PostFinance is entitled to block or suspend the subscription at any time without prior notice or notice of termination to the Subscriber and without having to provide a reason, in particular if the service is not used for a lengthy period or if there is reason to suspect misuse.

## 7. Termination of the service

The Subscriber can terminate the service at any time in e-finance, by text message, via app or in writing (signed letter). PostFinance may terminate part or all of the service at any time, without prior notice or having to state a reason.

## 8. Liability for losses

If the Subscriber has complied with these Subscriber Conditions in their entirety (in particular the due diligence obligations set out in section 5) and has not been negligent in any other respect, PostFinance will accept liability for losses sustained in connection with this service after the loss was reported due to misuse of the mobile phone number or the app by third parties. The same applies to unlawful intervention in the data transmission or processing or to the Subscriber's devices (e.g. mobile phone) particularly via malware attacks. Liability restrictions (see the section below) remain reserved. The Subscriber himself, his spouse, legally registered partner, his authorized agents and persons living in the same household as the Subscriber are not considered to be third parties for the purposes of this provision. Losses that are borne by an insurance company and any consequential damage of any kind are not assumed by PostFinance. Any loss must be reported to PostFinance as soon as it is discovered.

## 9. Liability

PostFinance will not assume any liability for the accuracy and completeness of information and data available via the service, especially for account balance and transactions. Any rights to the transferred information and data remain with PostFinance and/or its suppliers. Furthermore, PostFinance will not accept any liability for losses incurred by the Subscriber as a result of technical shortcomings, delays or interruptions to operations or other malfunctions in the transmission or processing of data (including malfunctions at the network operator). Nor will PostFinance accept any liability for business transactions and other procedures executed with the devices in which the protective measures of the supplier are diminished or eliminated.

## 10. Communication fees

The communication fees for text messages and Internet access (incl. roaming) are based on the rates of the corresponding mobile network operator.

## 11. Technical faults

The Subscriber will not be entitled to any compensation as a result of technical faults and service interruptions which prevent the use of the mobile phone from making payments.

## 12. Other conditions

The General Terms and Conditions and Subscriber Conditions of PostFinance Ltd also apply.

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