

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

PostFinance SmartBusiness (hereinafter referred to as the "Product") Subscriber Conditions shall be deemed to have been accepted when the customer (hereinafter referred to as the "Subscriber") expressly accepts the Subscriber Conditions on registration.

1. Product

The Product enables the Subscriber to manage his customers, services and products irrespective of time and location and to create invoices. With the accounts payable option, it is also possible to record accounts payable invoices and generate payment files which are then ready to be uploaded into e-finance. Control over pending payments is guaranteed. The detailed product description and support unit can be accessed at www.smartbusiness.postfinance.ch.

2. Restricted Product offer

The Product is exclusively available to business customers of PostFinance Ltd (hereinafter referred to as "PostFinance").

3. Registering for the service

The Subscriber registers for the Product with PostFinance and may use the Product free of charge during a trial period. In order to be able to continue to use the Product following expiry of the trial period, the Subscriber must select a subscription and link the Product to his business account. In the event that the Subscriber does not specify a valid business account and select a subscription, access to the Product will be blocked.

4. Prices and conditions

The Product is subject to a fee. For price details, please consult the PostFinance SmartBusiness price list. Product usage is calculated monthly. PostFinance reserves the right to amend the price and conditions at any time. In the event that the price and/or conditions are amended, PostFinance will inform the Subscriber in good time and in a suitable manner. Additional costs may be incurred during the individual usage of the Product (e.g. depending on the shipping option selected).

PostFinance charges the fee for the Product to the agreed business account on a monthly basis. The payment is debited via the PostFinance national direct debit scheme. When registering, the Subscriber indicates his acceptance that the monthly fee will be debited via the PostFinance national direct debit scheme.

5. Storage and deletion of data

The Subscriber is personally responsible for storing invoices in accordance with statutory requirements. He acknowledges that the invoice data, in particular the invoice details and the customer database, will not be archived by PostFinance. The Subscriber is personally responsible for backing up data collected by the Product. PostFinance shall not make available any corresponding restore data function.

6. Invoicing documents

It is the Subscriber's responsibility to come to an agreement with invoice recipients on the manner in which invoices are submitted (electronically or on paper). PostFinance shall not verify the commercial basis or the accuracy and completeness of incoming invoices supplied by the Subscriber to the invoice recipient.

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 easy to determine (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 customer is obliged to minimize the risk of unauthorized access to the devices used for the Product 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).

- If it is suspected that the Product is being misused, PostFinance must be informed immediately in order to arrange a block on the Product (see www.postfinance.ch for Contact Center details) (charges apply).

8. Blocking a card

The Subscriber can have the Product blocked. This can be arranged by calling the Contact Center (charges apply). The block will be removed only with the written consent of the Subscriber. PostFinance is entitled to block, suspend or permanently delete the Product at any time without prior notice or notice of termination to the Subscriber and without having to provide a reason, in particular if the Product is not used for a lengthy period, if the monthly SmartBusiness fee cannot be debited for over 3 months via the national direct debit scheme or if there is reason to suspect misuse.

App

The same conditions apply to the App as to online access via www.smartbusiness.postfinance.ch.

9. 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) 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.
- c) PostFinance excludes, to the extent allowed by law, any liability for losses incurred by the Subscriber 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 shortcomings. Nor will PostFinance accept any liability should invoices, for example, be delayed due to technical disruption to the Product.
- d) PostFinance is committed to providing the most reliable and uninterrupted access to the Product as possible. However, it cannot guarantee this at all times. PostFinance reserves the right to interrupt access to the Product and/or the services offered by the Product 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 Subscriber bears the cost of any damage resulting from such interruptions.

10. 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 nevertheless gain access to transmitted data cannot be entirely excluded. Some of the technical features used to establish the connection (such as IP addresses) will not be 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.

11. 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 Subscriber's contact information made available or col-

lected as part of the business relationship. PostFinance may engage third parties to implement market research surveys.

12. Product termination

The Subscriber may terminate the subscription at the end of each month using the Product or in writing (signed letter). PostFinance may terminate the Product in part or in full at any time, without having to state a reason.

13. Communication fees

The communication fees for internet access are based on the rates of the corresponding mobile network operator.

14. Other provisions

- a) PostFinance reserves the right to make changes to the Product offered and the associated Subscriber Conditions at any time. The amendments will be notified to the Subscriber in advance in a suitable manner, indicating the date of effect. They are deemed to have been accepted unless the customer terminates the Product within one month.
- b) The PostFinance Ltd General Terms and Conditions and Subscriber Conditions and the Subscriber Conditions for Electronic Services also apply.