

General Terms and Conditions

relating to the use of international payment services

at the post office counter

The masculine form is used for greater readability but refers to both men and women.

1. Area of validity

These General Terms and Conditions govern the use of payment services offered by PostFinance for international payments at the post office counter.

2. Range of services

PostFinance offers its customers the following services.

3. Account services

For the account services described below, the General Terms and Conditions of PostFinance and the relevant Subscriber Conditions

- Transfer (Giro international)
 - Cash outpayment order (Cash international)
- also apply for international payments.

4. Counter services

PostFinance offers the following international payment services at the post office counter:

a) Inpayment (Giro international)

The customer may pay in a sum of money at the post office counter to the beneficiary's postal account or bank account.

b) International postal money order (Cash international)

The customer may pay in a sum of money at the post office counter.

The beneficiary

- receives an outpayment document specific to the country concerned, which can be exchanged for cash free of charge at branches of the country's postal organization. As a rule, the beneficiary has to present proof of identity;

or

- receives one or more bank cheques (in countries of North and South America). The maximum amount per cheque is USD 2,000. As a rule, the beneficiary may cash the cheque(s) only at his bank (account required). A fee is charged for cashing each cheque.

5. Obligations of the parties

The following applies to the provision of "Inpayment (Giro international)" and "International postal money order (Cash international)" services:

a) Complaints

The customer must submit a complaint immediately if orders are executed improperly or if they are not executed at all. The complaint must be made as soon as the customer hears from the recipient that the service that should have been provided under regular delivery conditions was not performed. Complaints about receipts issued by PostFinance must be submitted in writing within one month. After this time, the account statements will be deemed to have been accepted.

b) Transmission errors

Provided PostFinance has not been grossly negligent, the customer shall bear the loss arising from transmission by telephone, fax and other transmission methods, especially from loss, delay, mutilation or duplication, and all associated risks.

c) Faulty execution

Where loss or damage arises as a consequence of the non-execution or incorrect execution of the customer's instructions, PostFinance shall be liable for the loss of interest, unless it has been specifically advised in writing of the risk of more extensive loss or damage being sustained. The interest rates of PostFinance are authoritative when calculating the lost interest. The customer shall be responsible for the consequences arising from the use of imprecise, incomplete or improperly filled-out orders.

d) Payment withdrawals

Withdrawal requests for international cash outpayments (Cash international) and inpayments to an account abroad (Giro international) are possible, provided the transaction data have not yet been prepared for transmission to the payment partner.

Withdrawal requests must be submitted to the post office where the order was made by no later than 11 a.m. of the day after the order was issued. Withdrawals are not possible for urgent payments.

6. Exceptions to the liability rule

PostFinance shall not be liable:

- in the event of force majeure,
- for delay,
- if the customer has not submitted an enquiry request within one year, starting one day after the item was handed in for mailing,
- for errors committed by partner payment organizations.

7. Data protection

PostFinance protects customer data using appropriate security measures and treats them as strictly confidential. The customer authorizes PostFinance to disclose his personal data within PostFinance Group and to any third parties engaged.

In order to offer the customer the best possible service, PostFinance makes use of technical analysis tools (CRM systems). On the basis of the information thus gained, PostFinance is able to tailor its services and offerings even more closely to customers' needs by using customer-specific evaluations.

The customer authorizes PostFinance to obtain information from credit information offices and public authorities for the purpose of opening and managing the business relationship.

The customer agrees that, when processing domestic and cross-border payment orders, his details, in particular his name or company name, complete address, IBAN, messages or the reason for the payment, currency and amount, and the execution date, will be disclosed to the banks involved (in particular domestic and foreign correspondent banks of PostFinance), operators of payment transactions systems (such as Swiss Interbank Clearing) or SWIFT (Society for Worldwide Interbank Financial Telecommunication) and the beneficiary in Switzerland or abroad. Furthermore, he agrees that all parties involved in the transaction may in turn pass the data on for further processing or for backup purposes to third parties in other countries. The customer further acknowledges that these data transmitted abroad are no longer protected by Swiss law, but are subject to the respective international jurisdiction, and that international laws and official regulations may require the data to be forwarded to authorities or other third parties.

8. Conditions/prices

PostFinance determines the currency, conversion rate and maximum amount of the service. PostFinance publishes the prices, commissions and fees for its services in the appropriate manner. The applicable prices shall be those indicated in the most recent publication. The prices, commissions and fees must be paid when the order is issued.

9. Claim entitlement

The recipient is entitled to compensation if the amounts are to be paid out and the sender is entitled to compensation if the reimbursement is to be made to the sender. The claim is addressed to the domestic postal organization and is limited to the amount of the sum paid in.

10. Changes in legal circumstances

PostFinance will not be liable for losses arising from changes in the customer's legal circumstances which are not notified to PostFinance in time and in writing.

11. Currency conversion/exchange-rate risk for international payments and domestic payments in foreign currencies

The conversion is made at the rate valid at the time the transaction is processed by PostFinance. The customer shall bear all exchange-rate risks (e.g. in the event of a refund credit for a rejection/return transfer).

12. Amendments to the GTC

PostFinance reserves the right to amend the General Terms and Conditions at any time.

13. Place of performance

The place of performance is the place of residence or business of the recipient, the agency of a third party using the service in question or the domicile of the office managing the account.

14. Place of jurisdiction

The place of jurisdiction is Berne. For disputes arising from consumer agreements, the court at the place of residence or registered office of the customer is responsible for claims brought by the customer, and the court at the place of residence of the defendant is responsible for claims brought by PostFinance. Consumer agreements are agreements concerning services to be used for the customer's personal or family-related needs. In the case of customers domiciled abroad, Berne will be the place of debt collection and sole place of jurisdiction for all proceedings.

15. Applicable law

All legal relations between the customer and PostFinance shall be subject to Swiss law.

16. Original text

The General Terms and Conditions are published in German, French, Italian and English. In the event of contradictions, the German version shall be authoritative.