

A General provisions

1. Scope

These Subscriber Conditions (SC) govern the use of the service "PostFinance payment methods for online shops" (service).

To use the service, the online shop operator (hereinafter Partner) must have a business account with PostFinance or a Swiss third-party bank. Once payment has been authorized, PostFinance payment methods for online shops enable the Partner to settle claims arising from purchase agreements in remote transactions (online shopping) vis-à-vis his customers (Shoppers) using the PostFinance payment methods. As the acquirer in remote transactions, PostFinance offers two payment methods of its own: PostFinance Card and PostFinance e-finance (see sections B and C).

All references to persons refer to both men and women and may apply to several people.

2. Eligibility for subscription and identity check

The service is excluded for sales transactions with immoral, indecent, disreputable, criminal or corrupt content (e.g. weapons, narcotics, pornographic representations, etc.). PostFinance can terminate the contract with the Partner with immediate effect at any time on account of his services.

PostFinance checks the identity and business activities of the Partner and his representative with the customary degree of due diligence. It uses technical and organizational means to detect and prevent misuse.

To this end, the Partner submits the documents indicated in the registration form as well as any further necessary documents to PostFinance.

3. Commencement of service

The service can be used from the date on which confirmation of registration is issued by PostFinance.

4. Target group

The PostFinance payment methods PostFinance Card and PostFinance e-finance are designed for Shoppers domiciled in Switzerland. The Partner shall ensure that the PostFinance payment methods are displayed to this target group when choosing the means of payment. For international shop domains, the Partner's website must be designed to ensure that the PostFinance payment methods are not displayed to Shoppers domiciled abroad (for example a special .ch-page, country pull-down menu, login with access to PostFinance payment methods for persons domiciled in Switzerland).

5. Operational test

An operational test is required for each initial connection and whenever requested by PostFinance. The purpose of the test is to verify the message flow between the Partner and PostFinance.

6. Third-party processing (payment service provider)

The Partner may engage a payment service provider for all or part of the processing. As far as PostFinance is concerned, the actions of the payment service provider are deemed to have been performed by the Partner.

7. System operation, delivery and processing

PostFinance operates the "PostFinance payment methods for online shops" service. It is responsible for technical support, organization and administration of the system. It may have third parties in Switzerland and abroad provide some or all of its services. PostFinance is entitled to interrupt operation of the system if it believes it has good cause to do so. System interruptions for technical reasons will be undertaken outside peak hours wherever possible. The Partner will not be entitled to compensation for system interruptions.

As various channels and systems are affected, delivery and processing times for the individual payment methods may vary.

8. Communication channel/communication method/messages between parties

PostFinance and the Partner shall communicate by e-mail. By signing the

PostFinance payment methods for online shops contract, the Partner acknowledges that the following risks in particular are borne by the Partner during the electronic exchange of information by e-mail:

- Information is transmitted over an open, unencrypted and 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 business relationship, cannot be excluded.
- The sender's identity (e-mail address) may be impersonated or 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 by the Partner on the registration form. The Partner 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.

9. Debiting fees

PostFinance charges the fees for the PostFinance payment methods for online shops to the Partner's specified account on a daily basis.

If the Partner has a PostFinance business account, it is also possible for the fees to be debited on a monthly basis at the Partner's request. If the Partner is not authorized to sign for the fee debit account, he must hold a written debit authorization from the account holder in order for a debit to be performed legally.

10. Negative balance for partners without a PostFinance business account

Any return of goods transactions or fees that result in a negative balance (debits higher than credits) will be charged to the Partner who does not use a PostFinance business account.

11. Liability

The parties shall only be liable to each other in the event of gross negligence or wilful breach of their contractual obligations for the resulting damage. In relation to the service provided under the present contract, PostFinance is not liable for damage incurred as a result of transmission errors, the Partner's breaches of duty, technical defects, interruptions, malfunctions, unlawful interventions in telecommunication devices, misuse by the Partner's employees, overloading of the network, wilful blockage of the electronic channels by third parties or other deficiencies. The saving of card data and/or security elements by the Partner is not permitted.

12. Complaints

The Partner must notify PostFinance of any complaints in relation to the service within thirty (30) bank working days of the corresponding business event occurring. Complaints that are not made in good time may result in the Partner being liable for any resulting damages.

13. Confidentiality

The parties undertake to treat all information arising from this contract that is neither evident nor publicly accessible as strictly confidential. PostFinance undertakes to maintain confidentiality towards third parties regarding the Partner's revenues. The Partner undertakes to maintain confidentiality about the transaction data generated from the use of the PostFinance payment methods. The storage of card data and/or security elements and their use for other purposes by the Partner is prohibited. The disclosure of data by the Partner to third parties is prohibited. This will also apply after any termination of contract. This remains subject to section 6.

14. Data protection

14.1 General

The contractual partners undertake to comply with the provisions of applicable data protection law. In this context, the Partner undertakes to im-

pose compliance with data protection regulations on his staff who have access to confidential or otherwise sensitive data (particularly transaction data and security elements) and on third parties.

14.2 Data processing

The Partner expressly authorizes PostFinance to obtain all information essential to the service from third parties and to disclose it to third parties which PostFinance considers important in relation to the provision of the service or which it requires for the provision of the service. The Partner agrees that any data relating to the service may be processed in Switzerland and abroad and gives his explicit consent to this.

15. Account switch

If the Partner would like to switch his account for settling the service, he must notify PostFinance of this in writing. In addition to the new account number and the corresponding bank, he must also specify the exact date for the desired switch, taking a timeframe of thirty (30) banking days into account. The switch is binding for PostFinance and the Partner must ensure that the new bank account can be used for transactions.

16. Termination

Termination is subject to the following provisions:

- Either party may terminate the service by registered letter, subject to a notice period of one month to the end of a calendar month.
- Should the Partner breach any provisions of these conditions, PostFinance will be entitled to terminate the contract with the Partner without notice and without PostFinance being liable for compensation.
- In the event that the Partner has been notified by PostFinance of amendments to these conditions and the Partner does not agree with these amendments, he can terminate the contract before the amendments come into force subject to the provision of one month's notice by means of registered letter.

Notice of termination by the Partner shall be addressed to: PostFinance Ltd, e-payment Contact Center, Mingerstrasse 12, 3030 Berne, Switzerland.

17. Amendments to these conditions

PostFinance may alter these conditions at any time. Amendments will be communicated to the Partner in an appropriate form.

18. Supplementary provisions

If the Partner maintains a business account with PostFinance for credits and debits associated with the service, the General Terms and Conditions and Subscriber Conditions of PostFinance Ltd shall apply in addition to these SC. In the case of contradictions, these SC shall take precedence.

In the case of partners who are settling the service via a Swiss third-party bank instead of a PostFinance business account, the below "Supplementary provisions for partners without a PostFinance business account" shall also apply.

Supplementary provisions for partners without a PostFinance business account

1. Bank working days

In business transactions with PostFinance, Saturdays, Sundays and statutory public holidays are not considered working days.

2. Powers of attorney

The Partner may be represented by third parties vis-à-vis PostFinance for the entire business relationship. The power of attorney regulations are binding until revoked. In particular, they shall not expire on the death, declaration of presumed death, loss of capacity to act or bankruptcy of the principal.

3. Incapacity to act

The Partner shall be liable for damages arising from incapacity to act on his part or on the part of his representative, unless PostFinance was informed in advance and in writing of the loss of capacity to act or of the possibility of carrying out banking transactions independently and in his interest.

4. Partner communication and data processing

The Partner agrees that communication may take place by post, tele-

phone and, insofar as permissible by law, via electronic channels (such as video and audio channels, e-mail, etc.) to the addresses used by PostFinance or to those provided or known to it.

PostFinance may also store and evaluate communication in connection with the business relationship, in particular to combat misuse and for the purposes of evidence and training.

PostFinance may also use the data collected in the process to support the business relationship and for the purposes of market research and development. PostFinance publishes further information on the communication channels used, their risks and possibilities to object at postfinance.ch/legal-information.

5. Notification obligations

The Partner must notify PostFinance without delay of all information relevant to the business relationship and any changes thereto, e.g. name, address or correspondence address, legal form, domicile/registered office, nationality, beneficial owners and representatives, status as a US person, as well as revocation of powers of attorney, signing rights and capacity to act of the Partner himself or his representative.

The Partner must fulfil his obligations to provide information in writing, unless PostFinance also permits other communication channels or agrees such channels with the Partner.

The Partner is responsible for ensuring that contact with PostFinance is not broken off. If PostFinance is missing information relevant to the business relationship, the services can no longer be provided properly and the provisions on contactless and dormant assets will apply. More information can be found at postfinance.ch/legal-information.

Notifications from PostFinance will be deemed as delivered if they are sent to the most recent known address, are published publicly or are sent via a different suitable communications channel.

6. Conditions

PostFinance sets prices for its products and services (commissions, fees including customer asset fees, expenses, etc.). It reserves the right to adjust these at any time in line with the money and capital markets, inflation and other changes in cost. Taxes and additional charges as well as any third-party costs are borne by the Partner.

The Partner will be notified of prices, price changes and the introduction of new prices in a suitable manner and they will come into force on the date specified.

Once the Partner has been notified, he has the option of immediate termination if he objects to the changes. This must be done within a month at most. In the event of such termination, the Partner must not be subjected to any disadvantages due to termination or notice periods.

7. Legal and further obligations and limitations to services

PostFinance can take suitable measures in order to comply with or implement legal or regulatory provisions, international agreements or sanctions and its agreements with third parties for the purpose of a smooth business relationship or for internal compliance and security reasons. In such cases, PostFinance may in particular limit the use of the service, restrict rights of disposal without giving reasons, cancel the business relationship or report it to a competent authority, make amendments to conditions, invoice for additional expenses and/or take other suitable measures with immediate effect.

The Partner is obliged to provide PostFinance on request with all the information and documents it requires to comply with the legal and regulatory provisions applicable to it or which are necessary for a smooth business relationship.

It is the Partner's own responsibility to comply with the legal and regulatory provisions applicable to him (e.g. the obligation to declare and pay taxes).

8. Applicable law and place of jurisdiction

As far as admissible by law, the legal relationships between the Partner and PostFinance shall be subject to substantive Swiss law. Subject to conflicting and compulsory legal provisions, the sole place of jurisdiction

for all proceedings is Berne. Berne shall also be the place of performance, unless otherwise agreed. The place of performance shall also be the place of debt collection for Partners whose domicile or registered office is not in Switzerland.

The Partner has the option of contacting the Ombudsman to settle any dispute before taking the matter to court.

B PostFinance Card payment method

1. Rejection of payment orders

PostFinance will check Shoppers' incoming payment orders immediately. PostFinance reserves the right to reject individual payment orders.

2. Credits and debits

If the entry is posted via PostFinance, the Partner can specify several PostFinance business accounts in different currencies for the book entry. One business account must be identified as the main account in this case. Transactions will be booked to the account with the relevant currency. If there is no such account, the transaction amount will be converted by PostFinance at the current exchange rate (buying rate) during processing and booked to the Partner's main account.

Only one account is possible for partners where the entry is posted via a Swiss third-party bank, and this must be kept in Swiss francs (CHF). Any currency conversion of the transaction amount into CHF is based on the current PostFinance exchange rate (buying rate).

Subject to the provisions in section B1, PostFinance will credit only those amounts for which transaction data are received within ninety (90) days of the authorization process. Partners who perform transactions via a PostFinance business account will be credited no later than the second bank working day after PostFinance receives the data. PostFinance reserves the right to re-debit all or part of an amount already credited, for example in the event of an incorrect booking due to an error or technical failure.

In the case of partners who process credit and debit entries via a Swiss third-party bank, the time of the book entry, the value date and any modalities are determined by the corresponding third-party bank. PostFinance has no influence on this and cannot be held liable for any delays.

3. Delivery deadlines

PostFinance guarantees smooth processing of data generated by Shoppers using the PostFinance Card and submitted to PostFinance. PostFinance guarantees the Partner that it will process every PostFinance Card payment which has been authorized and submitted to PostFinance within three bank working days of authorization for processing. Payments received later will be processed provided there are sufficient funds in the Shopper's account, the debit account has not been blocked or closed and the payment is submitted for processing on time.

Payments which are not submitted to PostFinance by the Shopper for processing within 90 bank working days of the purchase amount being authorized will expire and will no longer be processed.

4. Shopper's identification and right of contestation

In order to pay online as a Shopper using the PostFinance Card, a card reader for entering the PostFinance Card PIN is generally required. Identification takes place by means of a two-stage process. Smaller amounts may also be paid with simplified identification without a card reader. For further information on small amounts, see www.postfinance.ch/e-payment. The Shopper can have simplified identification blocked by Customer Service. If this is the case, the procedure is carried out with a card reader for each PostFinance Card payment. For the simplified procedure without a card reader, the Shopper may contest the debit in writing within 30 bank working days of the account documents being dispatched.

For PostFinance Card transactions carried out with simplified identification without a card reader and without alias, PostFinance will bear the reverse booking risk if the Shopper disputes the transaction.

5. Delivery and notification

Partners can view all processing results for submitted transactions via their payment service provider's interface and, if the Partner uses a PostFinance business account for the service, also on the bank statement for his PostFinance business account. On request, PostFinance will provide an additional ep2 standard RAF file and/or a detailed notice of payment for PostFinance Card transactions.

6. PostFinance Card transactions with alias

The Partner bears the reverse booking risk for PostFinance Card transactions processed using the alias procedure. A reverse booking, i.e. a credit to the Shopper's postal account associated with a debit against the Partner's account, may be made after the purchase amount has already been booked, if the Shopper disputes the transaction and contests the debit with PostFinance within 30 bank working days of the account statement being dispatched. In this case, it is up to the Partner to request the money back from the Shopper, by legal means where applicable.

C PostFinance e-finance payment method

1. Rejection of payment orders

PostFinance will check Shoppers' incoming payment orders immediately. PostFinance reserves the right to reject individual payment orders.

2. Credit account

If the entry is posted via PostFinance, the Partner can specify several business accounts in different currencies for the book entry. The booking of transactions for this payment method is to the account specified during registration in the relevant transaction currency. If no such account exists, the transaction will be rejected during the authorization process. Subject to the provisions in section C1, PostFinance will credit only those amounts for which transaction data are received within ninety (90) bank working days of the authorization process. Partners who perform transactions via a PostFinance business account will be credited no later than the second bank working day after PostFinance receives the data. PostFinance reserves the right to re-debit all or part of an amount already credited, for example in the event of an incorrect booking due to an error or technical failure.

Only one account is possible for partners where the entry is posted via a Swiss third-party bank, and this must be kept in Swiss francs (CHF).

In the case of partners who process credit and debit entries via a Swiss third-party bank, the time of the book entry, the value date and any modalities are determined by the corresponding third-party bank. PostFinance has no influence on this and cannot be held liable for any delays.

3. Delivery deadlines

Provided the Shopper's payment order is processed successfully, PostFinance guarantees that it will process the amount if the Partner submits the transaction to PostFinance for processing within 90 bank working days of the purchase amount being authorized by the Shopper.

Payment orders which are not submitted to PostFinance by the Partner for processing within 90 bank working days will expire and will no longer be processed.

4. Identification of the Shopper

In order to pay online as a Shopper using PostFinance e-finance, the e-finance security elements are required for identification. Identification takes place by means of a two-stage process.

5. Delivery and notification

Partners can view all processing results for submitted transactions via their payment service provider's interface and, if the Partner uses a PostFinance business account for the service, also on the bank statement for his PostFinance business account.