

Basic agreement between PostFinance Ltd (hereinafter referred to as PostFinance) and the following contractual partner (hereinafter referred to as the Customer):

Partner number*	_____	Order number*	_____
<b>Customer</b> <b>1</b>		<input type="checkbox"/> <b>additional person (for partner account)</b> <b>2</b>	
<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<input type="checkbox"/> Mr	<input type="checkbox"/> Ms <input type="checkbox"/> same address as Customer <b>1</b>
Last name	_____	Last name	_____
First name	_____	First name	_____
Street	_____ No. _____	Street	_____ No. _____
Postcode	_____	Postcode	_____
Location	_____	Location	_____
Country	_____	Country	_____

The Customer confirms receipt of and acknowledges the "General Terms and Conditions of PostFinance Ltd" (GTC), the basic Subscriber Conditions (SC) "Digital Services", "Physical and digital PostFinance Cards" and "Payment transactions" and recognizes their contents in their respective latest versions ([postfinance.ch/legal-information](https://postfinance.ch/legal-information)) as legally binding for their business relationship with PostFinance.

The Customer confirms, in particular, that they are aware of the application of bank client confidentiality (in accordance with the enclosed GTC and factsheet).

The Customer confirms that the details they have provided in the course of concluding this Agreement are correct. If any details change, the Customer shall inform PostFinance of the changes immediately.

Details on the principles and methods of data processing are set out in the "PostFinance Ltd General Privacy Policy" ([postfinance.ch/dps](https://postfinance.ch/dps)). This applies in particular to the purposes of data processing, data recipient categories and data protection-related claims by the Customer.

If the Customer is to disclose data concerning other persons to PostFinance, the Customer confirms that they are authorized to do so and that this data is correct. If requested by PostFinance, the Customer must provide proof that these persons consent to the disclosure of their data and to the further processing of said data, and that they have been informed in advance of the "PostFinance Ltd General Privacy Policy" ([postfinance.ch/dps](https://postfinance.ch/dps)).


The Customer hereby confirms that they are the beneficial owner of the assets incorporated under this business relationship, including future products and services. This means that these belong to the Customer from an economic perspective, i.e. that they are permitted to make decisions about these assets.


**IMPORTANT: please tick the appropriate box.**

Yes  No



In dealings with PostFinance, the following signatures shall be deemed binding for this business relationship, including future products and services, subject to any powers of attorney granted:

<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<b>1</b>	Signature	<input type="checkbox"/> sole*	<input type="checkbox"/> collective	Location	_____
* Unless otherwise indicated, sole signing authority will be issued.						Country	_____
Last name	_____					Date	_____
First name	_____						┌
Date of birth	_____						└
Street	_____				No.	_____	
Postcode	_____	Location	_____				
Country	_____					┌	└
						<b>The Customer should sign within the box</b>	
Nationality	<input type="checkbox"/> CH	other	_____				
Relationship	<input type="checkbox"/> Contractual partner/Customer	<input type="checkbox"/> other	_____				
	<input type="checkbox"/> Legal representative as	_____					

<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<b>2</b>	Signature	<input type="checkbox"/> sole*	<input type="checkbox"/> collective	Location	_____
* Unless otherwise indicated, sole signing authority will be issued.						Country	_____
Last name	_____					Date	_____
First name	_____						┌
Date of birth	_____						└
Street	_____				No.	_____	
Postcode	_____	Location	_____				
Country	_____					┌	└
						<b>The Customer should sign within the box</b>	
Nationality	<input type="checkbox"/> CH	other	_____				
Relationship	<input type="checkbox"/> Contractual partner/Customer	<input type="checkbox"/> other	_____				
	<input type="checkbox"/> Legal representative as	_____					

Information on the implementation of the Financial Services Act (including PostFinance's licence and the contact details of the supervisory authority and the ombudsman conciliation office) is available at [postfinance.ch/finsa](https://postfinance.ch/finsa).



# Tax Residency Self-Certification for Individuals

(Terms referring to persons apply to women and men equally)

**Based on the global standard for the Automatic Exchange of Information (AEOI) in tax matters, as well as the Foreign Account Tax Compliance Act (FATCA), PostFinance Ltd has the obligation to document the tax residences of its clients.**

Partner number \_\_\_\_\_ Order number \_\_\_\_\_

Last name \_\_\_\_\_

First name \_\_\_\_\_

Nationality \_\_\_\_\_ Date of birth \_\_\_\_\_

## Residence Address

Street, no. \_\_\_\_\_

Postcode \_\_\_\_\_ Location \_\_\_\_\_

Country \_\_\_\_\_

The statements made on this form apply to all business relationships that you maintain individually or together with other persons as the beneficial owner or controlling party in connection with PostFinance Ltd. You hereby certify that you are resident for tax purposes (unlimited tax liability) exclusively in the following country/countries:

### IMPORTANT: at least one country must be ticked.

Switzerland

In case of a tax residency in Switzerland, the tax identification number may be omitted.

Germany

Tax identification number \_\_\_\_\_

Italy

Tax identification number \_\_\_\_\_

France

Tax identification number \_\_\_\_\_

USA

Tax identification number \_\_\_\_\_

others:

Tax identification number \_\_\_\_\_

others:

Tax identification number \_\_\_\_\_

others:

Tax identification number \_\_\_\_\_

In case of questions concerning your tax residency, please contact your tax adviser.



**Important Information on US Tax Residency<sup>1</sup>**


A US tax residency shall be established by all persons who are US nationals, hold a permanent residence permit (e.g. holders of a green card), fulfil the criteria of the "substantial presence" test<sup>2</sup>, were born in the USA or in one of the US territories (Puerto Rico, Guam, American Samoa, Northern Mariana Islands or US Virgin Islands) or for other reasons have their tax residency in the USA (e.g. dual residence, joint tax declaration with a US spouse).

**Change of Circumstances**

For the duration of the contractual relationship with PostFinance Ltd, you undertake to inform PostFinance Ltd on your own initiative and within 30 days regarding any and all changes of circumstances that may affect the statements made on this form.

By signing this form, you certify that the statements you have made on this form are truthful, correct and complete to the best of your knowledge and belief. You confirm in particular that you do not have any tax residency in the United States or, otherwise, that you have indicated it above. PostFinance has not provided any legal or tax advice on the evasion of tax laws applicable to you or the assets, as the case may be.

**Deliberately or negligently issuing a false self-certification and failing to report a change of circumstances is punishable under Art. 35 of the Automatic Exchange of Information (AEOI) Act<sup>3</sup>.**

**IMPORTANT: the date and signature are mandatory.**  ┌

Location \_\_\_\_\_

Date \_\_\_\_\_ └

**Customer should sign within the box**

If you sign as a representative, please indicate your relationship here:

Statutory representative

Legal deputy

other: \_\_\_\_\_

**For internal purposes**

Document amended manually:

Yes

**Enclosures**

- Information concerning the report of customer data as required by Article 14 of the AEOI Act
- Explanations of Terms

<sup>1</sup> If you were born in the USA or have held the US nationality in the past, please submit an official "Certificate of Loss of Nationality".

<sup>2</sup> Being present in the USA (including on holiday) for 183 days over the last three years and more than 31 days in the current year, beginning with the current year (calculation: days in the current year + 1/3 of days in the last year + 1/6 of days in the next-to-last year).

<sup>3</sup> Federal Act on International Automatic Information Exchange in Tax Matters (SR653.1).



## Information concerning the report of customer data as required by Article 14 of the AEOI Act (AIAG)

### Basic features of the AEOI

The automatic exchange of information is a standard process developed by the OECD to prevent tax evasion. The AEOI Standard stipulates the exchange of data on bank accounts and custody accounts of taxpayers among participating countries. Switzerland is a participating country and PostFinance Ltd. is a reporting Swiss financial institution as defined by the AEOI which has to annually submit reportable accounts of reportable persons to the Federal Tax Administration (FTA). A reportable person is person resident for tax purposes in a country with which Switzerland has agreed AEOI (partner state(s)).

The list of partner states with which Switzerland has signed an agreement on the automatic exchange of information can be viewed under <https://www.sif.admin.ch/sif/en/home/themen/internationale-steuerpolitik/automatischer-informationsaus-tausch.html> or [www.postfinance.ch/aeoi](http://www.postfinance.ch/aeoi). The list is continually updated by the State Secretariat for International Financial Matters SIF or PostFinance, respectively, when a new agreement is taking effect.

### Information to be exchanged

In case of a tax residence in a partner state, PostFinance is required to submit reportable personal data as well as information regarding an account to the FTA annually<sup>4</sup>. Personal data include the name, address, country of residence for tax purposes, tax identification number and date of birth of the account holder or of the beneficial owner. In addition, the account number, the total gross amount of dividends, interest and other income, the total gross proceeds from the sale or redemption of financial assets, and the aggregate balance or value of the account at the end of each calendar year are reported.

### Use of information

The information exchanged may only be made available to tax authorities of a partner jurisdiction and may only be used for tax purposes.

### Rights of reportable persons

Under the AEOI Act and the Federal Act on Data Protection (FADP), reportable persons have the following rights:

#### 1. Vis-à-vis PostFinance

Reportable persons are entitled to the full extent of legal protection offered by the FADP vis-à-vis PostFinance. In particular, they have the right to request what information has been collected about them and will be reported to the FTA.

PostFinance must provide reportable persons with a copy of its report to the FTA on request. In this regard, it must be noted that the information that is collected and reported about reportable persons may differ from their tax-relevant information. Moreover, reportable persons are also entitled to request that incorrect data in PostFinance systems be corrected.

#### 2. Vis-à-vis the FTA

A reportable person's only right vis-à-vis the FTA is the right to access information and to request that incorrect data resulting from errors in the exchange process be corrected.

If the exchange of information would result in disadvantages for a reportable person that are not permissible due to a lack of constitutional guarantees, a reportable person's rights are set out in Article 25a of the Federal Act on Administrative Procedure.

A reportable person does not have the right to access FTA records. This means that he or she does not have the right to block the disclosure of personal details vis-à-vis the FTA. In addition, a reportable person is not entitled to have the legality of forwarding information outside Switzerland reviewed or to block any illegal forwarding and/or to demand the destruction of data processed without a sufficient legal basis.

<sup>4</sup> If you do not provide a tax residence, PostFinance is obliged to determine a tax residence based on indications, and this may result in a report to the FTA, as the case may be.



## Explanations of terms

### Automatic Exchange of Information (AEOI)

The purpose of the AEOI is to make tax avoidance impossible. Under the AEOI, data relating to bank and custody accounts is exchanged between tax authorities internationally. In order to secure the exchange of information, financial institutions are obliged to transfer client data to their national authorities, if an agreement has been concluded between the individual states. The AEOI exchange of information concerns all of the natural and legal persons having their tax residence in a state with which Switzerland has signed an AEOI agreement.

### Reportable account

A reportable account is a financial account (e.g. account, custody account) whose holders (contractual partners) are one or more reportable persons. In addition, an account is considered reportable if one or more reportable persons control a passive non-financial entity.

### Reportable person

A reportable person is a natural person or an entity resident for tax purposes in a reportable country.

### Reportable country / participating country

- A reportable country is a country that has signed an agreement with Switzerland on the automatic exchange of information on financial accounts
- A participating country is a country that has committed to the AEOI but has NOT signed an agreement with Switzerland on the automatic exchange of information on financial accounts.

### Account holder

The account holder is the contractual partner of an account and/or a custody account. In case of a joint account relationship, each joint owner is considered an account holder. The account holder has to declare the assets and revenues to his/her tax authority.

### Foreign Account Tax Compliance Act (FATCA)

The FATCA is a US law applicable to all non-US domiciled financial institutions. These financial institutions have the obligation to report the data of their US clients to the US tax authority (IRS). As a financial institution, PostFinance Ltd complies with FATCA provisions.

### Tax residence

Tax residence is determined according to country-specific regulations on unlimited tax liability. The connecting factors for unlimited tax liability vary according to state, whereby the following connecting factors are common:

1. Permanent residence under civil law
2. Centre of life interests
3. Habitual residence, or
4. Citizenship

If a person qualifies as having unlimited tax liability in more than one state under the national regulations, then if applicable the double taxation agreement (DTA) between the two states is to be used to determine the tax residence. What is known as the "tie-breaker" rules (cascade evaluation) are applied in such cases to determine in which state a person is tax resident. If there is no DTA between the two states which ascribes tax residence to either state, the person is deemed, for purposes of the automatic exchange of information relating to financial accounts, to be resident in both states.

**PostFinance Ltd offers no tax advice. If you have any questions regarding your tax residence please contact your tax adviser.**

### Tax identification number

The identification number of a taxpayer which is issued by the state of residence. If you have any questions regarding your tax identification number please contact your tax authority.

### Controlling person

A natural person, who exercises control over a company (whether through direct interests or indirectly) is deemed to be a dominant person.

### Certificate of Loss of Nationality

If US citizenship is renounced, the US authority issues a corresponding certificate on the renunciation.

### US territory

The term US territory includes, inter alia, the Commonwealth of Northern Mariana Islands, Guam, the Commonwealth of Puerto Rico, American Samoa and the US Virgin Islands.

### US Green Card

A US Green Card is the card issued by the US Citizenship and Immigration Service for the purposes of registering aliens as legal residents with permanent residence in the US. A natural person who was admitted in the US at any time of the calendar year as a legal resident, with permission for permanent residence, is deemed to be a resident alien during that year.

### You will find additional information at:

[www.postfinance.ch/aeoi](http://www.postfinance.ch/aeoi)  
[www.postfinance.ch/fatca](http://www.postfinance.ch/fatca)



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Partner number \_\_\_\_\_ Order number \_\_\_\_\_

Last name \_\_\_\_\_

First name \_\_\_\_\_

Nationality \_\_\_\_\_ Date of birth \_\_\_\_\_

## Residence Address

Street, no. \_\_\_\_\_

Postcode \_\_\_\_\_ Location \_\_\_\_\_

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Tax identification number \_\_\_\_\_

USA

Tax identification number \_\_\_\_\_

others:

Tax identification number \_\_\_\_\_

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### You will find additional information at:

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# Range of services for natural persons



Partner number\* \_\_\_\_\_ Order number \_\_\_\_\_

## Customer details

Customer ①	Other customers (for partner relationship) ②
<input type="checkbox"/> Mr <input type="checkbox"/> Ms	<input type="checkbox"/> Mr <input type="checkbox"/> Ms <input type="checkbox"/> same address as customer 1
Name _____	Name _____
First name _____	First name _____
Street _____ No. _____	Street _____ No. _____
Postcode _____	Postcode _____
Location _____	Location _____
Country _____	Country _____
Date of birth _____	Date of birth _____
Nationality <input type="checkbox"/> CH	Nationality <input type="checkbox"/> CH
other _____	other _____
Residence permit _____	Residence permit _____
Telephone (home) _____	Telephone (home) _____
Telephone (work) _____	Telephone (work) _____
E-mail _____	E-mail _____
Profession _____	Profession _____
Employer _____	Employer _____
Gross annual income <input type="checkbox"/> CHF 0 – CHF 29,999	Gross annual income <input type="checkbox"/> CHF 0 – CHF 29,999
<input type="checkbox"/> CHF 30,000 – CHF 74,999	<input type="checkbox"/> CHF 30,000 – CHF 74,999
<input type="checkbox"/> CHF 75,000 – CHF 149,999	<input type="checkbox"/> CHF 75,000 – CHF 149,999
<input type="checkbox"/> CHF 150,000 – CHF 249,999	<input type="checkbox"/> CHF 150,000 – CHF 249,999
<input type="checkbox"/> CHF 250,000 and over	<input type="checkbox"/> CHF 250,000 and over

Details on the occupation, employer and gross annual income are always required to open a new account.

Language of correspondence  G     F     I     E

I am already a customer and use the following products/services:

Account number/IBAN \_\_\_\_\_

I am not yet a customer.

## Other correspondence address\*

<input type="checkbox"/> Mr <input type="checkbox"/> Ms		
Name _____	First name _____	
Street _____	No. _____	P.O. Box _____
Postcode _____	Location _____	
Country <input type="checkbox"/> CH	other _____	

## Choice of service

### Banking package

Smart                       SmartPlus

### Delivery of account documents

Paper option

Debiting fees                      to an existing account/IBAN \_\_\_\_\_

to a new account

\* optional information



## Account for payment transactions

### Currency

CHF  EUR  \_\_\_\_\_

### Overdraft option<sup>1</sup>

yes  no

### PostFinance Card

in the name of customer 1

in the name of customer 2

### Services

The account number may be published in the account directory which is not publicly available

<sup>1</sup> PostFinance may grant an overdraft limit in accordance with its current GTC. The amount of the overdraft limit can be redefined by PostFinance on an ongoing basis (usually monthly), taking into account in particular the customer's creditworthiness.

## Savings account

### Currency

CHF  EUR

### Card

I would like an account card

in the name of customer 1

in the name of customer 2

I would like to access my savings account with my PostFinance Card  
(applies only to withdrawals at Postomats)

## E-finance for online account management

E-finance (new subscription)

With a user, in the name of

Customer 1

Customer 2

With two users (for partner relationship)

Activate the newly opened accounts/custody accounts with the current e-finance subscriber number No. \_\_\_\_\_

## Data protection

You can find information on data protection at [postfinance.ch/data-protection](https://postfinance.ch/data-protection).

The Customer confirms that the details they have provided in the course of concluding this Agreement are correct. If any details change, the customer must inform PostFinance of the changes immediately.

Details on the principles and methods of data processing are set out in the PostFinance Ltd General Privacy Policy ([postfinance.ch/dps](https://postfinance.ch/dps)). This applies in particular to the purposes of data processing, data recipient categories and data protection-related claims by the customer.

If the Customer is to disclose data concerning other people to PostFinance, the Customer confirms that they are authorized to do so and that this data is correct. If requested by PostFinance, the Customer must provide proof that these persons consent to the disclosure of their data and to the further processing of said data, and that they have been informed in advance of the PostFinance Ltd General Privacy Policy ([postfinance.ch/dps](https://postfinance.ch/dps)).

## Comments

\_\_\_\_\_  
\_\_\_\_\_

Location \_\_\_\_\_

Location \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_





Signature of  
customer 1

Signature of  
customer 2<sup>2</sup>

<sup>2</sup> Signature of the legal representative if Customer 1 is a minor or an adult incapable of acting.

**Please send the form to:** PostFinance Ltd, Scan Center, 3002 Bern

### To be completed by PostFinance

<b>Financial data</b>	Stamp
Concluding office _____ Locality code _____ Staff number _____	
<input type="checkbox"/> PF branch <input type="checkbox"/> Swiss Post branch <input type="checkbox"/> _____	
<b>Additional information for opening an account for PostFinance employee</b>	<b>Proof of training</b>
Staff number _____ Customer is <input type="checkbox"/> Employee	<input type="checkbox"/> submitted. Valid until _____



# Power of attorney regulations for natural persons

Power of attorney regulations (excluding e-trading, retirement savings account 3a, vested benefits account, life insurance, mortgage, credit card, personal loan and property and asset insurance) between PostFinance and the customer, hereinafter referred to as the "principal".

Partner number\* \_\_\_\_\_ Order number\* \_\_\_\_\_  
\* optional information

## 1. Customer details

<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<input type="checkbox"/> and details for partner relationship	<input type="checkbox"/> Mr	<input type="checkbox"/> Ms
Last name	_____	Last name	_____	_____
First name	_____	First name	_____	_____
Street	_____ No. _____	Street	_____ No. _____	_____
Postcode	_____	Postcode	_____	_____
Location	_____	Location	_____	_____
Country	_____	Country	_____	_____
Date of birth	_____	Date of birth	_____	_____

## 2. Scope

The principal authorizes the person below to be their legal representative vis-à-vis PostFinance. In particular, the Authorized Representative is authorized to dispose of the assets held in the principal's name at PostFinance and the associated services (e.g. e-finance) and to submit other legally binding declarations, to subscribe to certain new services and, under certain circumstances, to terminate the business relationship. The authorized representative has the same right to information as the principal, including for any period prior to the granting of the power of attorney. The signatures as well as all declarations submitted and measures taken by the authorized representative are binding for the principal. The power of attorney regulations do not expire on the death, declaration of presumed death, loss of capacity to act or bankruptcy of the principal (Art. 35 CO). It remains in force until PostFinance receives written revocation thereof, provided that PostFinance does not authorize other communication channels to revoke it at that point in time. The principal confirms that the details provided are correct. If any details change, the principal or authorized representative must inform PostFinance of the changes immediately.

## 3. Data protection

You can find information on data protection at [postfinance.ch/data-protection](https://postfinance.ch/data-protection).  
The principal confirms that they are authorized to disclose data concerning the authorized representative to PostFinance. If requested by PostFinance, the principal must provide appropriate proof that the authorized representative consents to said disclosure and to the further processing of their data, and that they have been informed in advance of the PostFinance Ltd General Privacy Policy ([postfinance.ch/dps](https://postfinance.ch/dps)).

### The power of attorney regulations apply:

- for the entire business relationship, including future products and services or  
 only to the following account/custody account number

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

<b>Authorized Representative 1</b>	Signature <input type="checkbox"/> sole* <input type="checkbox"/> collective	
<input type="checkbox"/> Mr <input type="checkbox"/> Ms	* Unless otherwise indicated, sole signing authority will be issued.	
Last name	_____	
First name	_____	
Date of birth	_____	
Street	_____ No. _____	
Postcode	_____ Location _____	
Country	_____	
Nationality <input type="checkbox"/> CH other _____		
Relationship to the Customer <sup>1</sup>	_____	

**The authorized representative should sign within the box**  
For information on data protection, see point 3.

<sup>1</sup> How the authorized representative is related to the Customer (e.g. mother, father, partner, etc.).

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**Authorized Representative 2** Signature  sole\*  collective  
 \* Unless otherwise indicated, sole signing authority will be issued.

Mr  Ms

Last name \_\_\_\_\_  
 First name \_\_\_\_\_  
 Date of birth \_\_\_\_\_  
 Street \_\_\_\_\_ No. \_\_\_\_\_  
 Postcode \_\_\_\_\_ Location \_\_\_\_\_  
 Country \_\_\_\_\_  
 Nationality  CH other \_\_\_\_\_  
 Relationship to the Customer<sup>1</sup> \_\_\_\_\_

<sup>1</sup> How the authorized representative is related to the Customer (e.g. mother, father, partner, etc.).

**The authorized representative should sign within the box**  
 For information on data protection, see point 3.

**Authorized Representative 3** Signature  sole\*  collective  
 \* Unless otherwise indicated, sole signing authority will be issued.

Mr  Ms

Last name \_\_\_\_\_  
 First name \_\_\_\_\_  
 Date of birth \_\_\_\_\_  
 Street \_\_\_\_\_ No. \_\_\_\_\_  
 Postcode \_\_\_\_\_ Location \_\_\_\_\_  
 Country \_\_\_\_\_  
 Nationality  CH other \_\_\_\_\_  
 Relationship to the Customer<sup>1</sup> \_\_\_\_\_

<sup>1</sup> How the authorized representative is related to the Customer (e.g. mother, father, partner, etc.).

**The authorized representative should sign within the box**  
 For information on data protection, see point 3.

**4. Remove power of attorney**

The current power of attorney regulations should be treated as follows:

- All current powers of attorney are to be deleted
- only the power of attorney of the following person(s) is to be deleted

Last name _____	Date of birth _____
First name _____	

Last name _____	Date of birth _____
First name _____	

**5. Signature(s) / Acknowledgement of power of attorney**

The Customer confirms the authenticity of the signatures provided above and recognizes the authorizations granted.

Customer signature _____	Customer signature (for partner relationship) <sup>2</sup> _____
Location _____	Location _____
Date (DD.MM.YYYY) _____	Date (DD.MM.YYYY) _____

Last name _____	Last name _____
First name _____	First name _____

<sup>2</sup> Signature of the legal representative if the customer is a minor or an adult incapable of acting.

**Please send the form to:** PostFinance Ltd, Scan Center, 3002 Bern



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## 1. Scope

These General Terms and Conditions (GTC) govern the relationship between the Customer and PostFinance Ltd (PostFinance). Together with the basic Subscriber Conditions (SC) "Digital Services", "Physical and digital cards from PostFinance" and "Payment transactions", they shall apply in their respective latest version as contractual elements ([postfinance.ch/legal-information](https://postfinance.ch/legal-information)).

With respect to individual products or services, there may be further contractual components, which may be categorized as Subscriber Conditions, regulations, conditions, manuals, product descriptions, factsheets and brochures. These shall also apply in their respective latest version. Such provisions shall apply as special agreements in addition to those contained in these GTC and basic Subscriber Conditions, and shall take precedence in principle.

Details on the principles and methods of data processing are set out in the "PostFinance Ltd General Privacy Policy" ([postfinance.ch/dps](https://postfinance.ch/dps)). This applies in particular to the purposes of data processing, data recipient categories and data protection-related claims by the Customer.

The products and services of PostFinance are generally aimed at persons with their place of residence or registered office and habitual abode in Switzerland.

## 2. Legitimation

PostFinance verifies the Customer's identity or that of their representative with the degree of due care customary in the industry. PostFinance uses technical and organizational means to detect and prevent misuse.

If PostFinance fails to observe the degree of due care customary in the industry, it shall bear any direct damages incurred as a result.

The Customer must keep their documents relating to the business relationship with PostFinance in a safe place. The Customer must take all precautions necessary to prevent the risk of unauthorized access or misuse – including in relation to powers of representation. **The proprietary transactions of its representatives do not constitute misuse; these are deemed to have been expressly accepted by the Customer.** They shall inform PostFinance immediately of any irregularities they discover.

The Customer shall bear any damages attributable to a breach of these due diligence obligations. If neither the Customer nor PostFinance has breached their due diligence obligations, the damages shall be borne by the party in whose sphere of influence the cause of the harmful act occurred.

## 3. Business relationship with multiple persons

If multiple persons have a business relationship with PostFinance, they shall collectively be regarded as one contractual partner or customer. The persons involved in the business relationship shall be jointly and severally liable to PostFinance for any resulting liabilities. Payments to an account held by multiple persons may be credited to that account, even if the sender wishes to transfer the amount to an individual person.

## 4. Powers of attorney

The Customer may designate a third party to act on their behalf vis-à-vis PostFinance for the use of individual products and services. Details pertaining to this are set out in the specific power of attorney regulations. In the event of changes to the information listed in the power of attorney, particularly changes to the personal data of the authorized representatives, PostFinance must be informed immediately. PostFinance reserves the right to make these changes known to the Customer and/or their authorized representatives. The power of attorney regulations are binding until revoked. In particular, they shall not expire upon the death, declaration of presumed death, loss of capacity to act or bankruptcy of the principal or the agent.

## 5. Lack of capacity to act

The Customer shall be liable for any damages resulting from their own lack of capacity to act or the lack of capacity of their representative to act, unless PostFinance has been informed in advance and in writing of such lack of capacity to act or of the ability to carry out banking transactions independently and in their own interest.

## 6. Notification obligations

The Customer shall immediately disclose to PostFinance, correctly and in full, all personal information relevant to the business relationship as well as information pertaining to the Customer themselves and third parties associated with the Customer (e.g. beneficial owners, representatives,

controlling persons, authorized representatives, etc.) required by law and regulations, and shall notify PostFinance of any changes thereto. This particularly concerns information and/or changes thereto concerning their name, address or correspondence address, domicile/registered office, nationality, status as a US person, beneficial owner or representative, and revocation of powers of attorney previously granted, access rights and signatory powers, and capacity to act on the part of the Customer themselves or of their representative.

The Customer must satisfy their obligations to provide information in writing, unless PostFinance also permits other communication channels to be used or agrees to such with the Customer (see section 14 GTC). The Customer shall ensure that the third parties associated with them (e.g. beneficial owners, representatives, controlling persons, authorized representatives, etc.) consent to the disclosure of their data to PostFinance and its further processing, and that they have been informed in advance of the "PostFinance Ltd General Privacy Policy" ([postfinance.ch/dps](https://postfinance.ch/dps)). The Customer shall produce corresponding proof at the request of PostFinance. PostFinance is authorized to request such information, including directly from the persons involved in the business relationship or the third parties associated with the Customer, or to have this information verified, and thus disclose the business relationship to these persons, provided PostFinance deems this necessary, particularly for ensuring compliance with regulatory provisions.

The Customer is responsible for ensuring that contact with PostFinance is maintained. If PostFinance lacks contact information relevant to the business relationship, the provisions on the treatment of assets without contact and dormant assets shall apply. The Customer takes note of provision 16 b) GTC in this regard. Further information on the treatment of assets without contact and dormant assets is available on the Internet at [postfinance.ch/legal-information](https://postfinance.ch/legal-information).

The Customer shall bear any damages attributable to a breach of these notification obligations. Notifications from PostFinance will be deemed to have been delivered if they are sent to the most recent known address, are published publicly or are sent via a different communication channel agreed with the Customer.

## 7. Banking days

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

## 8. Orders and erroneous entries

When the Customer issues an order, PostFinance shall execute it, provided the necessary conditions are met (e.g. compliance with any lead times, legitimation, no signs of misuse, compliance with legal and regulatory requirements).

If the Customer incurs, as a result of the nonexecution, late execution or improper execution of their orders, a damage for which they are not responsible themselves, PostFinance shall, in the event of minor negligence, only be liable for the loss of interest. The loss of interest shall be calculated with reference to the interest rates of PostFinance. The Customer is responsible for the consequences arising in particular from orders that were inaccurate, incomplete or incorrectly placed.

PostFinance shall not be liable in the event of force majeure, for indirect damages or consequential damages and loss of profit, or for other damages, unless they were caused intentionally or through gross negligence by PostFinance. All limitations of liability also apply in the event that PostFinance employs associates or third parties for the purpose of fulfilling the contract (see section 17 GTC). PostFinance shall not accept any liability if the Customer breaches the due diligence obligations resulting from the documents listed above (e.g. Subscriber Conditions) or any other due diligence obligations to which they are subject.

PostFinance provides the most reliable and uninterrupted access possible to the products and services offered by it. If the provision of services is disrupted by external influences (e.g. power failures or electricity shortages, pandemics, epidemics, technical malfunctions or interruptions to the telecommunications network, Internet connection, IT infrastructure, ransomware attacks and general materialization of cyber risks as well as the resulting misuse of data by third parties or restrictions on the availability of data), PostFinance shall provide its services to the best of its ability. In doing so, it shall prioritize the universal service, as far as this is possible from a technical perspective and with reasonable cost and effort. PostFinance shall only be liable for losses of performance of this kind to the extent that it has failed to observe the degree of due care customary in the industry.

## 9. Complaints

The Customer shall be obliged to submit complaints in connection with the business relationship immediately, but in any event within such period as set by PostFinance (if any). This applies in particular to the execution of orders and the receipt/non-receipt of customer documents such as account/custody account statements. In principle, complaints that are not submitted in good time shall result in the Customer being liable for any resulting damages. If a complaint is not submitted within the period set by PostFinance, the corresponding statements (e.g. account and custody account statements) shall be deemed to have been approved.

## 10. Overdraft limit

Where PostFinance deems, at its own discretion, that the applicable pre-conditions have been met (e.g. positive creditworthiness check, regular credits), it may grant an overdraft limit for a maximum of one month. If the limit is exceeded in terms of time and/or amount, PostFinance shall have the right, in particular, to block the account at any time and without prior notice, waive the limit and initiate further steps.

## 11. Foreign currencies

Counter investments corresponding to credit balances in foreign currencies are invested in the name of PostFinance, but at the cost and risk of the Customer, with correspondent banks within or outside the relevant currency area. The economic and legal consequences of any official measures affecting PostFinance's credit balance in the country of the currency or investment shall be borne by the Customer on a pro rata basis. Foreign currency amounts are generally credited or debited to the account specified by the issuer of the payment, irrespective of the currency. PostFinance may credit the Customer for the incoming payment by posting it to the Customer's foreign currency account if the Customer has one in the specified currency.

The conversion from a source currency to another currency is made at the rate set and published by PostFinance for the selected payment method at the time the transaction is processed by PostFinance. The Customer shall bear all foreign exchange risks (e.g. in the event of a refund credit for a rejection/return transfer, in the event of system failure and/or suspension of trading due to special market events) as well as the economic and legal consequences of any official measures (e.g. payment or transfer prohibitions).

If the recipient institution of an international payment does not have an account in the currency of the payment order, PostFinance may convert the amount into the respective national currency of that institution.

## 12. Conditions

PostFinance sets prices (commissions, fees, including customer asset fees, charges, etc.) and interest rates (including possible negative interest rates) for its products and services. It reserves the right to adjust these at any time in line with the money and capital markets, inflation and other changes in cost. PostFinance can debit such prices, interest, charges and expenses directly to the account. Taxes and any additional charges incurred as well as any third-party costs shall be borne by the Customer. PostFinance determines the time at which interest and prices are credited or debited (value date) and the date from which or up to which the interest period runs. Deposits and withdrawals occurring during the course of the year are included in the interest calculation on a pro rata basis.

Prices, price adjustments and the introduction of new prices shall be notified to the Customer in an appropriate manner and shall take effect on the date specified. Interest rates or any changes thereto shall be published on the PostFinance webpage and shall take effect on the date specified there, without any special notification to the Customer.

Upon receipt of such notification, the Customer shall have the option to object and give immediate notice of termination of the affected product or the affected service. This must occur within one month of notification at the latest. In the event of any such termination, the Customer shall not suffer any adverse consequences as a result of observing the notice periods for termination or withdrawal.

## 13. Legal and further obligations and limitations to services

PostFinance may take measures to comply with or implement legal or regulatory provisions, international treaties or sanctions, as well as agreements between PostFinance and third parties, for the purpose of ensuring proper business relationships or for internal compliance or security reasons. This shall also apply in the event of conflicts of interest that may arise between different business partners of PostFinance or its customers as well as in the event of uncertainties with regard to legitimation. In particular, PostFinance may, in such cases, restrict the use of services and

products, limit availability without providing any reasons, terminate the business relationship or report it to a competent authority and make amendments to conditions, charge additional costs and/or take other suitable measures with immediate effect. In the event of death, PostFinance can block the accounts of the deceased Customer. The Customer is aware that PostFinance shall accept no liability in such cases.

The Customer shall be obliged to provide PostFinance, upon request, with all such information and documentation as necessary for PostFinance to comply with the legal and regulatory requirements applicable to it or as necessary to safeguard a proper business relationship. The Customer shall be solely responsible for complying with the legal and regulatory provisions applicable to them (e.g. the duty to declare and to pay taxes). In order to comply with legal and regulatory provisions, PostFinance reserves the right to obtain information relevant to business activities from third parties.

## 14. Customer communication

The Customer acknowledges that customer communication may take place by post, telephone, electronic channels (such as video and audio channels, chat, e-mail, SMS) or platforms such as e-finance etc. to the addresses and telephone numbers used by, provided to or known to PostFinance. PostFinance may expand or restrict the available communication channels and their applications. The Customer acknowledges that communication via electronic channels carries increased risks of a breach of postal secrecy or bank client confidentiality and/or data protection. For example, communication may be viewed by unauthorized persons. PostFinance accepts no liability for possible damages that may arise in this regard.

## 15. Processing and analysis of personal data

The Customer acknowledges that PostFinance may process personal data in accordance with the General Privacy Policy, particularly the cases mentioned in section 16 GTC. This comprises data pertaining to the Customer and to third parties associated with the Customer, data from private and publicly accessible sources as well as data pertaining to data suppliers which are contractually bound to PostFinance. **This data can also be used to create and use profiles from which information such as customer behaviour, preferences and needs can be derived.**

The analysis and profiles are used, in particular, to comply with legal and regulatory obligations, to protect the Customer and PostFinance against fraudulent or criminal activity and to identify the Customer's interests in certain products and services and their new or further development. The analyses and profiles are also used to provide the Customer with personalized advice, offers and information on PostFinance products and services as well as those offered by companies affiliated with PostFinance. Analyses and profiles are also used for market research and marketing purposes, customer retention, such as loyalty programmes or competitions as well as the continual improvement of internal processes.

**The Customer may at any time object to the creation and use of profiles by PostFinance for marketing purposes.**

Further principles and methods of data processing are set out in the "PostFinance Ltd General Privacy Policy" ([postfinance.ch/dps](https://www.postfinance.ch/dps)).

## 16. Confidentiality

PostFinance and its governing bodies, employees and agents are bound by various confidentiality obligations due to data protection, bank client confidentiality and other provisions.

**The Customer acknowledges that PostFinance and its governing bodies, employees and agents are released from their confidentiality obligations – even after the business relationship with the Customer has been terminated – in the following cases:**

### a) To comply with legal and regulatory obligations, particularly

- with regard to the implementation of governance requirements, the management of risks as well as adherence to compliance directives in order to obtain information about the Customer from third parties in Switzerland and abroad for KYC (know your customer) purposes;
- with regard to the fulfilment of reporting obligations vis-à-vis Swiss authorities;
- if PostFinance contacts credit information agencies and authorities to carry out creditworthiness checks and make enquiries.

### b) To fulfil the contract, execute transactions and provide services, particularly

- with regard to enquiries made in Switzerland and abroad for the prevention of dormant assets, for example by PostFinance contacting



authorities, third parties previously associated with the Customer (e.g. beneficial owners, representatives, controlling persons, authorized representatives, etc.) or persons with whom PostFinance was aware that the Customer had been in contact. If PostFinance's search measures continue to be unsuccessful, the provisions on the treatment of assets without contact and dormant assets apply;

- to identify and manage conflicts of interest that may arise in the course of the day-to-day business between PostFinance and its customers;
- as part of the settlement of the estate in the event of the Customer's death, in that the Customer grants their heirs and associated third parties a contractual right to information;
- with regard to enquiries made in connection with transactions on an account with PostFinance or a third-party bank;
- to the extent that this is necessary for PostFinance to fulfil its contractual obligations vis-à-vis the Customer or to perform domestic or cross-border transactions and services (e.g. payment transactions, purchase, receipt and delivery, safekeeping and sale of securities or custody account assets, foreign exchange and precious metals transactions, derivative/OTC transactions). In order for PostFinance to execute such transactions or services, the Customer acknowledges that PostFinance must disclose the data required for the transaction to third parties in Switzerland and abroad who are involved in these transactions and services, such as banks, payment service providers, exchanges, brokers, transaction registers, settlement and third-party custodians, issuers, public authorities or their representatives. PostFinance may determine the data to be regarded as necessary or appropriate for these purposes. **This applies in particular to payments made at the counter.** The Customer must ensure that third parties associated with them are aware of the possibility that their personal data may be or may need to be disclosed for these purposes and have given their consent to this. Any resulting liability of PostFinance is excluded.

**c) To safeguard the legitimate interests of PostFinance, the Customer or third parties associated with the Customer (e.g. beneficial owners, representatives, controlling persons, authorized representatives, etc.), particularly**

- in the event of legal disputes if the Customer and/or other parties involved in the business relationship or the assets, such as beneficial owners, threaten or initiate legal action, criminal charges or other notifications to authorities in Switzerland (including Swiss Banking Ombudsman) or abroad against PostFinance (including as a third party) or to secure or enforce PostFinance's claims in Switzerland or abroad against the Customer or third parties involved in the business relationship as well as to realize collateral provided by the Customer or third parties;
- with regard to the collection in Switzerland or abroad of claims against the Customer of PostFinance or of authorities that demonstrate an overarching interest;
- to protect PostFinance, the Customer and third parties associated with them in the event of suspicion of fraudulent activities or in the event of data breaches and cybercrime in Switzerland and abroad.
- in the event of reputational risks, in particular in the event of accusations made against PostFinance by the Customer, by third parties associated with the Customer, by other third parties or by the public or media in Switzerland or abroad.
- in the event of requests from foreign authorities to fulfil information or reporting obligations or for compliance reasons in accordance with foreign law, in particular in the context of legal assistance proceedings.
- for the fulfilment of marketing purposes, such as personalized marketing and customer advice aimed at the Customer, for market research and for the development of PostFinance products, services and offers, provided the Customer does not object to this (see below).

In the cases described above, the processing may concern data pertaining to third parties associated with the Customer. The Customer shall inform the third parties of such processing and, at the request of PostFinance, must provide proof that these third parties have given their consent to this.

**The Customer acknowledges that, in the cases mentioned above, PostFinance may also transfer data pertaining to the Customer or third parties associated with the Customer to recipients abroad, particularly for the purposes of fulfilling the contract, executing transactions or providing services (section 16 b) GTC).**

**The Customer also acknowledges that, where data is processed abroad, the confidentiality thereof is no longer governed by Swiss law and falls outside the area of influence of PostFinance.** In the

case of crossborder services such as payment transactions via SWIFT, for example, PostFinance cannot rule out the possibility that authorities or third parties may access the Customer's data.

Under certain circumstances, PostFinance may be unable to disclose customer information relating to transactions and services for legal and regulatory reasons. The Customer is aware that PostFinance shall accept no liability resulting from this in such cases.

**Further principles and methods of data processing, details on the disclosure and handling of customer data as well as on the Customer's rights are set out in the "PostFinance Ltd General Privacy Policy" ([postfinance.ch/dps](https://postfinance.ch/dps)).**

**17. Involvement of third parties/outsourcing of services and activities/contract data processing**

PostFinance is entitled to involve third parties, including their subcontractors in Switzerland and abroad, particularly in order to fulfil the purposes set out in sections 15 and 16 GTC. If PostFinance involves third parties or their subcontractors or outsources business units, the Customer is aware that customer data may be disclosed to or accessed and processed by these third parties, including their subcontractors, in Switzerland or abroad. PostFinance is obligated to carefully select, instruct (including with respect to confidentiality) and monitor such service providers. PostFinance and its external service providers are legally or contractually bound to comply with the corresponding confidentiality obligations. Access to data that could reveal the identity of the Customer is protected by suitable technical and organizational measures.

**18. Rights of set-off, lien and retention**

In respect of all existing and future claims arising out of its business relationship with the Customer, without regard to their due date or currency, PostFinance shall have the rights of set-off and lien over all assets it holds, itself or through third parties, on the Customer's behalf. With respect to future claims, PostFinance shall have the right to retain corresponding assets. PostFinance's right of lien arises automatically with the claim. PostFinance shall be entitled to pursue legal enforcement proceedings or to realize the lien directly as soon as the Customer falls into arrears.

**19. Duration and termination**

**a) General provisions**

The business relationship between the Customer and PostFinance is concluded for an indefinite term. The business relationship or individual products or services may be terminated in writing by either contractual party at any time, subject to the provisions specified under point b) below and unless otherwise agreed. The written form requirement may be waived if in the individual case PostFinance permits other means of communication (e.g. digital communication) for termination.

In the event of the termination of individual products or services or of the entire business relationship, or if deposited assets and credit can no longer be held by PostFinance for legal, regulatory, product-specific or other reasons, the Customer shall be required, upon request, to inform PostFinance where to transfer such assets and credit balances. If the Customer fails to provide this information, even after a reasonable grace period set by PostFinance, PostFinance may, at the Customer's expense, liquidate, deposit, physically deliver the assets and credit balances or send the proceeds and any remaining credit in an appropriate form to the Customer at the last known address.

**b) Special provisions (universal service)**

PostFinance may exclude Customers from using the payment transaction services in accordance with postal legislation (universal service) if the provision of the service is contrary to national or international law or poses a risk of serious legal or reputational damage.

A Customer may be completely or partially excluded from the specified services in particular if:

- PostFinance or its employees would be in breach of international treaties or sanctions, statutory provisions, regulatory directives or official orders by meeting the universal service obligation in relation to the applicable Customer;
- PostFinance would expose itself to significant legal or financial risks by allowing the use of its services;
- PostFinance would incur unreasonable expenses in complying with its due diligence obligations to monitor the customer relationship (e.g. due to the Customer's refusal to cooperate);
- the Customer refuses to provide the cooperation required to comply with the due diligence obligations or deliberately complicates or makes it impossible;

- PostFinance discovers fraudulent, improper, otherwise unlawful or criminal conduct on the part of the Customer, such as cybercrime, failure to declare assets or unauthorized financial intermediation;
- there is a suspicion that the assets deposited with PostFinance stem from an improper, unlawful or criminal act;
- the Customer uses force or makes threats of serious adverse consequences for PostFinance or its employees;
- a negative balance is not settled despite repeated reminders.

## **20. Amendments**

PostFinance reserves the right to make amendments to the products and services offered at any time. It may amend these GTC and the basic Subscriber Conditions as well as the further contractual components such as Subscriber Conditions, regulations, conditions, manuals, product descriptions, factsheets and brochures as well as the General Privacy Policy at any time. Amendments to the GTC and basic SC shall be disclosed in advance in an appropriate manner with reference to the date on which they come into force and shall be deemed to have been accepted if the Customer does not terminate the contractual relationship within one month. Amendments to the other contractual components shall be published on the PostFinance webpage and shall apply from the time that they are published. The latest versions of the GTC and SC are also available on the Internet ([postfinance.ch/legal-information](https://postfinance.ch/legal-information)).

## **21. Applicable law and place of jurisdiction**

To the extent legally permitted, all legal relationships between the Customer and PostFinance shall be governed by Swiss substantive law. Subject to any conflicting and mandatory legal provisions, the sole place of jurisdiction for all types of proceedings is Bern. Bern shall also be the place of performance, unless otherwise agreed. For Customers without a domicile or registered office in Switzerland, the place of performance shall also be the place of debt enforcement.

The Customer has the option of contacting the Swiss Banking Ombudsman with regard to mediation proceedings to settle any dispute before taking the matter to court.

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# Factsheet

## Application of bank client confidentiality at PostFinance Ltd

PostFinance Ltd is subject to postal secrecy as well as bank client confidentiality. As a bank, PostFinance is obliged to guarantee a sufficient, efficient and inexpensive universal service for payment transactions in accordance with postal legislation. To ensure that PostFinance can meet its universal service obligation, bank client confidentiality must be partially lifted in certain circumstances.

### What does the universal service obligation require of PostFinance Ltd?

The Postal Services Act obliges PostFinance Ltd to ensure the provision of a universal service with payment transaction services throughout Switzerland. According to the Postal Ordinance, the universal service must be suitably accessible to all sections of the population in all regions, function smoothly and be inexpensive. In particular, PostFinance is obliged to accept cash inpayments and to facilitate transfers to accounts. Other banks do not usually accept cash inpayments into third-party accounts.

### What is the impact of the universal service obligation?

Incorrect or missing information in a cash inpayment or transfer means that PostFinance cannot execute the transaction, rendering it incapable of fulfilling its universal service obligation. In the case of cash inpayments at the counter, the payer is not usually known, which means that it is not possible to reverse the cash inpayment at a later date. A match on the name and account is therefore performed when the cash inpayment or transfer is recorded. This is possible only if the payer can be told that the payment recipient actually has a PostFinance account and that the account details (e.g. name/company, residence/domicile, account number, account currency) are correct. As such, the payer can be sure that their transaction will reach the correct payment recipient. This helps PostFinance avoid transaction errors that cannot subsequently be reversed or that would take considerable manual effort to reverse.

### How does the universal service obligation affect bank client confidentiality?

As a general principle, the existence of an account relationship and the account name (e.g. name/company, place of residence/domicile, account number) may not be disclosed in accordance with bank client confidentiality. However, the disclosure of such information is permitted with the account holder's consent. For this reason, a provision has been included in section 16 of PostFinance Ltd's General Terms and Conditions (GTC) that authorizes PostFinance to disclose the account name where necessary to execute a payment order or to secure payment transactions. Postal secrecy still applies to PostFinance.

### What information can PostFinance provide about the execution of a payment order?

PostFinance informs the payer at the counter only of the existence or non-existence of the business relationship and the business relationship master data required for the payment order, such as first name, last name, postcode/place of residence, account number and account currency. Only the missing data is added or the incorrect data is corrected.

### What information is not passed on?

Details of business relationships such as transaction data or account balances are kept secret. This ensures that PostFinance fully implements both bank client confidentiality and postal secrecy.

### Who can find out whether I have an account with PostFinance Ltd and what sort of account I have?

Account details are provided only if they are strictly necessary for the execution of a payment order. At the counter, our staff should only be able to complete or correct the details for a cash inpayment or transfer.

### PostFinance non-public account directory

Entries in the PostFinance non-public account directory can help us process payment orders correctly. When you open an account, you will be asked whether you wish to benefit from this. No entries will be made in the account directory without your consent. If you are listed in the account directory, you can have your entry removed at any time. Please contact us using the details below.

### How are PostFinance customers informed about the restriction of bank client confidentiality?

Section 16 of our General Terms and Conditions (GTC; [postfinance.ch/legal-information](https://www.postfinance.ch/legal-information)) governs various aspects of confidentiality and the handling of banking secrecy. Every new customer receives our GTC and is explicitly made aware of this information in the basic agreement. In addition, this factsheet is sent along with the account documents when an account is opened.

### What can I do if I disagree with the way bank client confidentiality is handled?

You can ask for your entry in the non-public account directory to be deleted at any time. This gives you a higher level of privacy. However, it is impossible for us to agree on individual solutions with each customer. PostFinance has several million customers and treats all of them equally with regard to the universal service obligation.

### We would be happy to help if you have any questions:

Private customers 0848 888 700  
Business customers 0848 888 900  
[postfinance.ch](https://www.postfinance.ch)

## 1. Scope/service

These Subscriber Conditions govern access to and use of PostFinance services which the Customer or their authorized representatives may access via digital channels, i.e. browser and/or apps (hereinafter "Digital Services"). PostFinance's Digital Services are described in detail in the respective product descriptions available on the website [postfinance.ch](https://www.postfinance.ch) (see section 1 of the "General Terms and Conditions of PostFinance Ltd" (GTC); [postfinance.ch/legal-information](https://www.postfinance.ch/legal-information)).

## 2. Access

- a) Access to the Digital Services is granted to the individual who identifies themselves by correctly entering their means of identification (e.g. e-finance number, contract number, user identification) and security elements (e.g. personal password, PIN, code, biometric features, key pairs or digital certificates accepted by PostFinance) as well as, if applicable, proof of ownership of the smartphone registered to them. PostFinance may make various login procedures available, amend/modify these on an ongoing basis and accept means and procedures of identification offered by third parties for certain services.
- b) The individual who has correctly identified themselves in accordance with section 2 a) is deemed by PostFinance to be authorized to use the applicable Digital Services, regardless of any commercial register entries or recorded powers of attorney to the contrary. The Customer acknowledges and approves, without reservation, all of the transactions effected with their means of identification and security elements or those of their authorized representatives, such as transactions entered on the Customer's accounts/custody accounts/portfolios. Within the scope of the services, PostFinance may therefore allow the Customer to make queries and may accept orders and communications from them without further verification of their authorization.

## 3. Limits

PostFinance may set amount limits for executing payments via its Digital Services. It will inform the Customer of these limits in an appropriate manner. Individual limits may be set, depending on the product or service.

## 4. Blocking

In addition to PostFinance, the Customer may also block their access to the Digital Services or have PostFinance block such access. Orders placed up to that point remain unaffected and will be executed. PostFinance shall specify the procedures for blocking Digital Services.

## 5. Customer's due diligence obligations

In particular, the Customer must fulfil the following due diligence obligations in connection with use of the Digital Services:

- a) The personal means of identification and security elements are to be kept secret and may not under any circumstances be disclosed to third parties. The Customer is aware that PostFinance never asks its customers for personal means of identification or security elements over the phone or via electronic means of communication (e.g. via e-mail or SMS).
- b) The personal means of identification and security elements may not be physically stored together with the end Device (PC, smartphone, wearable such as smartwatch, tablet, etc.; hereinafter referred to as "Devices") used for accessing the Digital Services. The chosen personal means of identification and security elements must not consist of easily identifiable combinations (telephone number, date of birth, etc.). The personal means of identification and security elements must be changed immediately if there is reason to believe that another person has become aware of them.
- c) The Customer is obligated to protect the Devices used for accessing the Digital Services against unauthorized access, unauthorized use or manipulation by adopting suitable measures that draw on the latest technology (e.g. by locking the Device with a code or unlocking it using their own biometric features). Remote access to the Devices must not be permitted. In addition, the Customer must keep operating systems and application programs in particular up to date and must immediately install software and security updates made available or recommended by the respective providers. The Customer must also take the usual security precautions for the use of the Internet via the applicable Device in accordance with the latest technology (e.g. use of an up-to-date antivirus program and a firewall).
- d) On Devices with a SIM card, the SIM card (or eSIM) may only be activated if it is used solely and lawfully by the Customer in connection with the use of PostFinance Digital Services. In the event that the Device or SIM card are lost, PostFinance must be informed immediately. Before changing their mobile phone number (e.g. when cancelling the contract with the mobile network operator) as well as when passing on the Device to a third party, the Customer must unsubscribe from the service in good time and/or delete the app(s) required for the applicable service(s) from the Device.

- e) If PostFinance asks the Customer to additionally confirm certain orders (e.g. payments, changes in settings, transfer to another Device and/or mobile phone number) after they have been submitted, they must carefully check the corresponding request, e.g. push notification on the mobile phone and the order information contained therein, and only confirm it if it complies with their will. If the Customer fails to provide such confirmation, PostFinance will not execute the applicable order.
- f) If there is suspicion that the products or services are being misused by third parties, the Customer must contact PostFinance immediately so that the latter can take appropriate measures, e.g. block the service concerned. The competent police authorities must be notified of any criminal acts committed by third parties and, in the event of damages, the Customer must cooperate to the best of their knowledge with the investigation into the case and to minimize damages.
- g) The Customer is aware of the security instructions at [postfinance.ch/security](https://www.postfinance.ch/security) and complies with the relevant security standards.

## 6. Liability

- a) PostFinance provides its services with the degree of due care customary in the business. If a breach occurs, it shall be liable for damages arising from the non-performance or improper performance of the services due.
- b) Information on accounts, custody accounts, portfolios, booking dates and generally accessible information such as foreign or cryptocurrency exchange rates shall be deemed provisional and non-binding unless expressly designated as binding. PostFinance does not guarantee the accuracy and completeness of the information provided by it in this context.
- c) The Customer shall be responsible for technical access to the Digital Services of PostFinance. PostFinance is not liable for the network providers and also disclaims, to the extent permitted by law, any liability for the hardware and software required to use the Digital Services.
- d) To the extent legally permitted, PostFinance disclaims any liability for damages to the Customer or third parties associated with the Customer (e.g. beneficial owners, representatives, controlling persons, authorized representatives, etc.) arising from transmission errors, technical defects, malfunctions, unlawful intrusion in telecommunication systems and networks, network overload, deliberate blocking of electronic access by third parties, interruptions or other failures.
- e) PostFinance provides the most reliable and uninterrupted access possible to its Digital Services. However, it cannot guarantee this at all times. PostFinance reserves the right to interrupt access to the Digital Services and/or the services contained therein at any time, in particular if increased security risks or disruptions are identified, for maintenance work and in the event of crisis situations affecting trading venues. As long as PostFinance acts with the degree of due care customary in the business, the Customer shall bear any damages arising from such interruptions.
- f) Otherwise, PostFinance will be liable in accordance with the "General Terms and Conditions of PostFinance Ltd" (GTC).

## 7. Electronic documents

Where the Customer has waived the receipt of paper documents, they are deemed to have accepted electronic form as the delivery method for bank and customer documents (e.g. account statements, interest statements, customer contracts, etc.). Electronic documents are deemed to have been notified when they are made available and can be accessed through the channel specified by PostFinance. In principle, certain electronic documents remain accessible for a period of ten years from the date of notification. Thereafter, they must be reordered. The Customer shall be solely responsible for saving and storing their electronic documents. With respect to complaints regarding transactions, the "General Terms and Conditions of PostFinance Ltd" (GTC) shall apply. If required, the Customer may have electronic documents delivered by postal mail for a fee, as applicable.

## 8. E-mail

PostFinance does not accept orders such as payment orders, cancellations, order changes, etc. received by e-mail. Agreements to the contrary in individual cases remain reserved.

## 9. Data protection and online security

The Digital Services are provided via the Internet and thus via an open network accessible to anyone. PostFinance uses technically advanced encryption mechanisms for data transmission that in principle prevent unauthorized persons from viewing confidential data. However, the possibility that unauthorized persons may nevertheless gain access to transmitted data cannot be completely ruled out. Some of the technical features used to establish the connection (such as IP addresses) cannot be encrypted. This data can be used to localize the Internet connection and the Device used.

This also applies to notifications via e-mail, text messages, push messages and the like. They are not transmitted in encrypted form. It cannot therefore be ruled out that they may be viewed by unauthorized persons. By activating such notifications, the Customer is deemed to be aware of and have accepted the associated increased risks of a violation of postal secrecy or bank client confidentiality and/or data protection.

The Customer is aware that further that data transmitted in this context may be transmitted across borders without restriction, even if the sender and the recipient of the data are located in Switzerland. PostFinance has no influence over this transmission of data. The aforementioned risks continue to exist, particularly if the Customer engages third parties to manage their products at PostFinance or grants access to their products to third parties for another reason. Further information about security on the Internet is published at [postfinance.ch/security](https://postfinance.ch/security).

Further information on the principles and methods of data processing is set out in the "PostFinance Ltd General Privacy Policy" ([postfinance.ch/dps](https://postfinance.ch/dps)). This applies in particular to the purposes of data processing, data recipient categories and data protection-related claims by the Customer.

#### **10. Local legal restrictions on the use of Digital Services**

The use of the Digital Services from abroad may be subject to local legal restrictions or may violate rules of foreign law. Existing restrictions are further subject to changes in the applicable foreign law. The Customer is obligated to keep themselves informed and to ensure that they do not violate foreign law by using the Digital Services. PostFinance disclaims any liability in this regard.

#### **11. Receiving and processing electronic invoices (eBill) and requests for donations (eBill Donations)**

- a) If the Customer registers with an invoice issuer via the eBill portal to receive electronic invoices (eBills), the electronic invoices from that invoice issuer will be notified to the Customer and displayed for processing via the corresponding Digital Service channel. With the appropriate registration, requests for donations (eBill Donations) can also be received via the eBill portal. The information below therefore also applies to eBill Donations unless otherwise indicated.
- b) Invoices notified by electronic means have the same legal effect as invoices notified by other legally valid means. PostFinance does not verify neither the underlying transaction nor the accuracy of the content of the incoming invoices and disclaims any liability for payment of the claims transmitted. Any complaints must be settled directly and exclusively with the invoice issuer.
- c) The information required for the presentation of electronic invoices is provided by the invoice issuer via a third party (network partner) commissioned by it to the eBill provider of PostFinance and displayed to the Customer by the eBill provider on behalf of PostFinance. The Customer acknowledges and agrees that all parties entrusted with the transmission of invoices may view the data concerning them, without any need to obtain their consent in each individual case. PostFinance points out in particular that the sender and recipient can be identified from such data. PostFinance forwards information regarding the rejection or, as applicable, approval or payment of the invoice to the invoice issuer via the parties entrusted with invoice transmission.
- d) Within the scope of applicable law, the Customer shall be solely responsible for storing their electronic invoices. The Customer is aware that electronic invoices will not be archived by PostFinance without corresponding instructions. Invoicing data that PostFinance is not legally required to retain will be irrevocably deleted 730 days after the due date of the invoice.
- e) If the Customer also uses the eBill service with their e-mail address with another financial institution, their data will be provided by the eBill provider of PostFinance to that other financial institution selected by the Customer.
- f) After deactivation of the eBill service, the Customer's data will be available from the eBill provider of PostFinance for a reasonable transition period so that the Customer can continue to use eBill with their new financial institution.

#### **12. Offers**

As part of its Digital Services, PostFinance offers its private customers a platform on which they can purchase digital vouchers from third-party providers. PostFinance thus acts as a reseller of vouchers to the Customer. For questions about how the purchase of digital vouchers is processed, the Customer can contact PostFinance.

If they have any questions about how the purchased vouchers are used, they can contact the relevant third-party provider directly. Claims are governed by the corresponding agreements regarding digital vouchers from third-party providers. In the absence of such agreements, the statutory provisions shall apply.

# Subscriber Conditions for physical and digital cards from PostFinance

## 1. Scope/service

- a) These Subscriber Conditions govern the use of the PostFinance Card, the account card and the PostFinance Card Pay in the respective currencies in which they are offered as well as the PostFinance ID card. The services offered particularly include cash withdrawals and payments for goods and services. The cards and their possible uses are described in detail in the respective product descriptions at [postfinance.ch](https://postfinance.ch) (see section 1 of the "General Terms and Conditions of PostFinance Ltd" (GTC); [postfinance.ch/legal-information](https://postfinance.ch/legal-information)). Details on the principles and methods of data processing by PostFinance are set out in the "PostFinance Ltd General Privacy Policy" ([postfinance.ch/dps](https://postfinance.ch/dps)). This applies in particular to the purposes of data processing, data recipient categories and data protection-related claims by the Customer.
- b) The cards can also be issued in virtual form and displayed in a digital environment defined by PostFinance (e.g. in the PostFinance App or in a mobile payment solution from a third-party provider). The term "Card" is used below to refer to both physical and digital cards with the corresponding functions and/or features.
- c) The Cards from PostFinance bear the name of the account holder or a person designated by them and are always issued to a specific account. Account holders are responsible for all Cards issued to their account.
- d) Every physical Card issued will remain the property of PostFinance.
- e) The expiry date is indicated on the Card. PostFinance will send the Customer a new Card before the expiry date. In justified cases, PostFinance reserves the right not to replace the Card.

## 2. Identification and authentication

- a) Use of the Card generally requires the use of a means of personal identification or security element (e.g. PIN, code, 3-D Secure code, fingerprint, facial recognition, etc.). However, PostFinance may provide for exceptions to this rule (e.g. for contactless payments) or require additional proof of identity (e.g. for cash withdrawals). The identification and authentication methods depend on security and risk factors such as the amount of the transaction.
- b) 3-D Secure is primarily used for making secure payments via the Internet. The Customer shall register for the 3-D Secure protocol in accordance with the PostFinance directives. The Customer shall verify their online transactions by using the 3-D Secure protocol where available.

## 3. Restrictions

- a) PostFinance sets the Card limits and informs the Customer of them. For the currently applicable limits, please see [postfinance.ch/postfinancecard](https://postfinance.ch/postfinancecard). It is possible to set individual Card limits. PostFinance is entitled to adjust or remove individual Card limits at any time.
- b) The Customer undertakes to only use the Card within their financial means or within the scope of the limit granted or credit available. Use of the Card for unethical or illegal purposes is prohibited.
- c) PostFinance can restrict the geographical area in which the Card can be used. Where offered by PostFinance, the Customer can also request that restrictions be put in place.

## 4. Customer's due diligence obligations

In particular, the Customer must fulfil the following due diligence obligations with regard to the Card:

- a) All means of identification and security elements (e.g. PIN, device code, fingerprint, facial recognition, etc.) must be kept secret. Under no circumstances may they be disclosed to other persons, stored together with the Card, written on the Card, or stored together with the "End Device" (PC, smartphone, wearable such as smartwatch, tablet, etc.; hereinafter referred to as Devices) used for Card payments (not even in modified form).
- b) The chosen means of personal identification and security elements must not consist of easily identifiable combinations of letters and numbers (e.g. telephone number, date of birth, etc.).
- c) The means of identification and security elements must be changed immediately if there is reason to believe that another person has become aware of them.
- d) If a merchant offers an additional secured payment method (e.g. 3-D Secure), the Customer shall use this to process their payments.

- e) The Customer is aware of the security instructions regarding Card usage at [postfinance.ch/security](https://postfinance.ch/security) and complies with the relevant security standards.
- f) The Card or the associated Device may not be given to anyone else and must be stored in a safe place.
- g) The Customer is obligated to minimize the risk of unauthorized access to the Device and the Card information stored therein by implementing appropriate protective measures (e.g. by locking the device with a code or unlocking it using their own biometric features). Means of identification and security elements for Devices and/or apps may be used to approve transactions via a mobile payment solution and must therefore be kept confidential. "Mobile payment solutions" are solutions for making payments using an E-Wallet (electronic wallet) or other apps via Devices such as smartphones and wearables (e.g. smart watches). Further information on protecting Devices is available at [postfinance.ch/security](https://postfinance.ch/security).
- h) On Devices with a SIM card, the SIM card (or eSIM) may only be activated if it is used solely and lawfully by the Cardholder in connection with the use of PostFinance products and services.
- i) Before changing their mobile phone number (e.g. when terminating the contract with the mobile network operator) as well as when passing on the Device to a third party, the Customer must unsubscribe from the service in good time and/or delete the app(s) required for the applicable service(s) from the Device.
- j) PostFinance must be informed immediately if the Card, means of identification, security elements and/or Device used for Card payments is stolen, seized, misused, suspected of having been misused or lost, and the Card must be blocked with immediate effect. Where a criminal offence has been committed, the police must be notified. In the event of damages, the Customer shall assist in good faith in order to investigate the case and to minimize the damages.
- k) The Customer is responsible for disposing of the Card. The Card must be disposed of in such a way that it cannot be misused.
- l) Should the Card be registered as a payment method with providers of online shops/E-Wallets/apps and/or recurring services (e.g. music/newspaper subscriptions, memberships, online services, etc.), the due diligence obligations described shall also apply along the same lines in dealings with the respective provider. In particular, the login data must be protected and kept secret.

## 5. Blocking

The Customer and any persons authorized on the account associated with the Card may have PostFinance block the Card (either completely or with regard to individual functions). PostFinance may also block the Card, either completely or with regard to individual functions, – for example at the account holder's request, if the Card and/or the security elements or the Device used with the Card are lost, if the Card and/or account is terminated, if there are insufficient funds in the account, or upon suspicion of Card misuse. PostFinance may charge a fee for blocking a Card.

## 6. Rescinding authorization

If the Customer rescinds certain Cardholders' authorization over the account, they must request that their physical Cards be returned and have their digital Cards blocked. If this is not possible, PostFinance must be informed immediately so that it can block the account or the Card. Until PostFinance's receipt of such notification, the Customer shall bear all risks of any misuse of the Card.

## 7. Card usage

- a) General information
- The Customer must rescind and terminate standing authorizations used to pay for recurring services directly with the provider. Should the Card be terminated for any reason, the Customer shall bear the responsibility for updating their payment method or terminating the service with the provider for all services with a recurring charge.
  - When a Card is replaced, the Customer must register their new Card with the providers of online shops/E-Wallets/apps and/or recurring services (e.g. music/newspaper subscriptions, memberships, online services, etc.). PostFinance reserves the right to provide card details (card number and expiry date) to third parties in Switzerland and abroad (e.g. providers of E-Wallets/apps and/or recurring services such as music/newspaper subscriptions, memberships, online services, etc.) via schemes (e.g. Mastercard). The purpose of this is to ensure that stored/registered active Cards can still be charged even after the old Card has expired or been replaced, without the Cardholder having to make any changes.

#### b) PostFinance Card payment method

The PostFinance Card payment method is principally designed for Card use in Switzerland. PostFinance and its contractual partners, which are engaged to process Card transactions, will have knowledge of the respective transaction data that is recorded when the PostFinance Card payment method is used (e.g. information about the merchants, Card numbers, the name of the Cardholder, expiry date, transaction amount and date).

#### c) Debit Mastercard® payment method

The Debit Mastercard payment method is offered in conjunction with Mastercard and can be used worldwide. Mastercard and its contractual partners, which are assigned to process Card transactions, will have knowledge of the respective transaction data that is recorded when the Debit Mastercard payment method is used (e.g. information about the merchants, Card numbers, the name of the Cardholder, expiry date, transaction amount and date). PostFinance and Mastercard are independent of one another and are considered individual controllers as defined by data protection legislation. Mastercard processes the data it possesses in Switzerland or abroad for its own purposes in accordance with its own privacy policies. PostFinance has no influence over the way in which Mastercard processes data.

### 8. Mobile payment solutions

a) PostFinance can enable Cards to be used with mobile payment solutions. "Mobile payment solutions" are solutions for making payments using an E-Wallet (electronic wallet) or other apps via mobile Devices such as smartphones and wearables (e.g. smart watches or NFC stickers, but sometimes also Devices such as tablets or laptops). PostFinance itself is not the provider of the respective mobile payment solution. PostFinance is free to decide which mobile payment options it supports and which Cards and payment methods it authorizes for this.

b) The Customer may only store Cards in their name in the mobile payment solution.

c) The use of mobile payment solutions is subject to the respective provider's Subscriber Conditions. The provider can make changes to the service and the applicable Subscriber Conditions and/or suspend the mobile payment solution, either temporarily or permanently, at any time and at its own discretion. PostFinance accepts no liability for the functionality of such mobile payment solutions.

d) PostFinance and the provider of the respective mobile payment solution are independent of one another and are considered individual controllers as defined by data protection legislation. PostFinance and the provider process the data in their possession in Switzerland or abroad for their own purposes pursuant to their own Subscriber Conditions and privacy policy. PostFinance has no influence over the way in which providers process data. Any objections to the provider's processing of data must be addressed directly to the provider.

e) When using mobile payment solutions, the provider and Mastercard may receive additional information regarding the Device (e.g. device ID). The providers of mobile payment solutions may also receive information regarding transaction data, e.g. in order to provide the Customer with a transaction overview. The Customer acknowledges that PostFinance and its governing bodies, employees and agents are released from their duties of confidentiality, including after the end of their business relationship with the Customer, with regard to the exchanging of data between the provider, PostFinance and the relevant card networks in connection with the use of the mobile payment solution.

f) If a mobile phone number is needed to use or register for the mobile payment solution, the Customer shall be obliged to provide PostFinance with a current mobile phone number. Changes to mobile phone numbers must be reported to PostFinance immediately (phone number on the reverse side of the Card). PostFinance is entitled to use the mobile phone number to contact the Cardholder (namely also via SMS, push notification and similar) and – in connection with the prevention of misuse and fraud in particular – to send information such as confirmation, authentication and activation codes to the mobile phone number provided. Such messages are not transmitted in encrypted form. For this reason, it cannot be ruled out that they may be read by unauthorized individuals and that third parties such as Internet or mobile network providers might infer the existence of the banking relationship or gain access to bank customer information. The Customer acknowledges the inherent increased risks of a breach of postal secrecy or bank client confidentiality and/or data protection.

g) The Customer may also remove the Card stored in the mobile payment solution. This will not lead to the termination of their contract with PostFinance regarding the use of the PostFinance Card.

### 9. Account entries for Card transactions

a) The Customer acknowledges all cash withdrawals and payments for purchases of goods and services that are made and correctly registered using Cards issued to their account. A Card is deemed to have been registered legitimately when it has been used together with the corresponding means

of identification or security elements. Registration is also deemed to have been done legitimately if technical and administrative clarifications by PostFinance do not reveal any incorrect recording and no proof can be found of any technical malfunction of the system.

b) In the event of disagreements regarding individual payments, particularly for disputes about goods, the Customer should in principle deal with the merchant directly.

c) PostFinance debits amounts due as a result of using the Card to the Card account and/or the authorized accounts.

d) In certain cases, the amount shall be debited to the account at a later point in time or shall only be reserved temporarily, which may lead to a shortfall or exceeding of the overdraft limit set forth in section 10 GTC. A reserved or provisionally booked amount shall be counted towards the Card limit and therefore restrict the liquidity of the account. This is particularly the case:

- with online payments, where the authorized amount can remain reserved by PostFinance in the Customer's account for an adequate period, respectively until the actual purchase amount has been provided by the merchant;
- where an amount is reserved for a set period as a guarantee for a future service (e.g. deposit for a vehicle rental, booking accommodation, etc.), until the actual booking amount has been provided by the merchant;
- if the amount of the purchase is not known to PostFinance when the transaction is checked (e.g. when purchasing fuel at an unattended petrol station). In these cases, PostFinance may reserve a standard amount in the account until the actual purchase amount is provided by the merchant;
- if the amount to be charged is to be calculated retroactively by the merchant and reported to PostFinance with a delay (e.g. if the Card is used for other purposes, such as a public transport ticket or when parking).

e) Credits that are associated with the Card or its use may only show after a delay of several days. This may particularly be the case if PostFinance has to carry out investigations as a result of its legal and/or regulatory due diligence obligations.

### 10. Fees

PostFinance may charge fees for issuing the Card and for processing any transactions made therewith. It shall communicate these to the Customer in an appropriate form. A current overview of fees can be found at [postfinance.ch](https://www.postfinance.ch).

Cash withdrawals may also incur fees (e.g. withdrawals from third-party banks, withdrawals without a valid PostFinance Card, etc.). If costs are imposed on the Customer by third parties in connection with the use of the Card, these shall be borne in full by the Customer.

### 11. Liability

PostFinance shall assume liability for damages incurred by the Customer as a result of misuse of the Card by third parties, provided that the Customer can prove that they and the Cardholders have complied with "PostFinance's General Terms and Conditions" (GTC) and the applicable other Subscriber Conditions (SC) and that they are not at fault in any other way. For the purposes of this section, persons associated with the Customer or individual Cardholders, whether as a relative or in any other way (e.g. unmarried partners, authorized representatives, persons living in the same household, etc.), shall not be deemed third parties. PostFinance shall not assume any damages covered under an insurance policy or third party or consequential damages. PostFinance must be notified of any damages immediately. The claim form or electronic claim report must be returned to respectively notified to PostFinance within ten days of receipt. PostFinance shall assume no liability whatsoever for services provided by third parties. Otherwise, PostFinance will be liable in accordance with the "General Terms and Conditions of PostFinance Ltd" (GTC).

### 12. Technical malfunctions

Technical malfunctions that prevent or restrict the use of the Card do not entitle the Customer to claim for damages.

### 13. Information from ATMs and devices

PostFinance does not guarantee the accuracy and completeness of information displayed on ATMs and other devices. In particular, there may be a time delay before transactions are displayed. Information on accounts, custody accounts, booking dates and generally accessible information such as foreign exchange rates shall be deemed provisional and non-binding unless expressly designated as binding.

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## 1. Scope/service

These Subscriber Conditions apply to the execution and receipt of domestic and cross-border payment orders and incoming payments in all currencies as well as at all access points offered, irrespective of the product and order type (see section 1 of the "General Terms and Conditions of PostFinance Ltd" (GTC); [postfinance.ch/legal-information](https://postfinance.ch/legal-information)).

## 2. Payment order requirements

### a) Domestic

#### Payment orders

In order for PostFinance to execute a domestic payment on behalf of the Customer or one or more of their authorized representatives (hereinafter referred to as the "Customer"), all of the following information must be cumulatively available in the correct form:

- Name and, if applicable, address of the beneficiary;
- IBAN or account number of the beneficiary;
- Name and full address of the payer (in the case of counter payments);
- Specification of the account to be debited;
- Clearing number (Business Identifier Code, BIC, as applicable), financial institution of the beneficiary;
- Transfer amount and currency;
- Date and signature (in the case of written payment orders).

Certain types of payment orders may be subject to different requirements of which the Customer shall be informed in an appropriate manner (e.g. in manuals on [postfinance.ch/manuals](https://postfinance.ch/manuals)).

#### CH-DD direct debit scheme (Swiss Direct Debit)

Direct debits of this kind are executed up to a negative balance of CHF 200 as standard. The overdraft limit for the debiting of CH-DD direct debits can be amended. Direct debits executed subject to a right of objection may be revoked by written notice to PostFinance within 30 days of dispatch of the account document. The Customer may submit a written request for blocking / restricting their account in respect of the CC-DD direct debit scheme or may make changes (exclude account for all direct debits or allow or exclude only certain invoice issuers).

### b) Abroad

#### SEPA payments

In order for PostFinance to execute a SEPA payment on behalf of the Customer, the payer must provide PostFinance with the following information:

- Name or company name and full address of residence or registered office of the beneficiary;
- IBAN of the beneficiary;
- Specification of the account to be debited;
- Transfer amount in euros;
- Execution date for the payment order;
- Date and signature in the case of written payment orders.

This information must be complete, accurate, truthful and consistent.

The Customer can request the refund of an amount already debited in the event of a fraudulently initiated transfer by lodging an objection with PostFinance within 13 months of notification thereof.

Additional information on SEPA payments can be found at [postfinance.ch/sepa](https://postfinance.ch/sepa).

#### SEPA direct debit scheme

SEPA direct debit schemes are subject to separate GTC, which can be accessed at [postfinance.ch/sdd](https://postfinance.ch/sdd).

#### Other cross-border payments

For PostFinance to execute a cross-border payment on behalf of the Customer, the requirements specified in section 2 a) must be met. Additional information on cross-border payments can be found at [postfinance.ch/abroad](https://postfinance.ch/abroad).

#### International payment transaction services at the post office counter

At the post office counter, the Customer can make deposits to an account abroad and place international cash transfer orders. Separate GTC apply to the use of international payment services at the post office counter, which can be accessed at [postfinance.ch/legal-information](https://postfinance.ch/legal-information).

## 3. Execution of payment orders

### a) Time

If the requirements specified in section 2 are met, PostFinance will execute the payment order at the time specified therein. If the Customer delivers the payment order after the applicable acceptance cut-off time, the payment will generally be executed within two banking days.

### b) Revocation and retraction

Payments made at physical access points can only be revoked to a limited extent, i.e. only by means of withdrawal requests for international payments. Payments made electronically can only be revoked as long as they have not yet been processed by PostFinance or forwarded to the payees. PostFinance shall prescribe the applicable procedures.

### c) Corrections by PostFinance

PostFinance shall be entitled, but not obliged, to execute a payment order despite defective or missing information pursuant to section 2 if PostFinance is able to correct and/or supplement such information beyond any doubt (e.g. conversion of account numbers into IBAN format).

### d) Insufficient funds

Where the Customer submits a payment order or multiple payment orders, the total amount of which exceeds the Customer's available balance or the overdraft limit granted to them, PostFinance may determine whether and in what order to execute the individual orders. This may lead to a shortfall or exceeding of the overdraft limit set forth in section 10 GTC. PostFinance excludes any liability in this regard.

### e) Date of debit

When the payment order is executed, the account specified by the payer is debited as of the date of execution (value date). For payments made with the PostFinance Card and instant payments, the debit is posted immediately.

### f) Delay, non-execution and return/chargeback of payments

If one or more of the requirements specified in section 2 are not met and if for that reason the payment order is not executed or is rejected after having been debited from the account by another party involved in the payment transfer (e.g. by the payee's financial institution), PostFinance shall credit the amount back to the applicable account if it was previously debited.

Where PostFinance is able to eliminate the reason for the rejection of the payment order itself, it shall be entitled, but not obliged, to execute the payment order anew, without consulting the payer.

PostFinance also reserves the right to delay or not execute the payment if it is required to conduct investigations, e.g. for regulatory reasons, before effecting such payment. Any damage arising from the above situations shall be borne by the Customer.

### g) Credit date

The credit will be posted on the calendar day on which PostFinance is itself able to dispose over the amount received or, in the case of foreign currencies, when the correspondent bank has confirmed receipt of the cover amount. If an execution or credit date falls on a Saturday, Sunday or public holiday, PostFinance shall be entitled to execute or credit the order the following banking day. By contrast, payment orders scheduled to be executed at the end of a period (e.g. end of month) are generally executed on the preceding banking day in cases where the specified execution date falls on a Saturday, Sunday, public holiday or a non-existent date.

The Customer is aware that the posting of credits to the payee's account may also be delayed as a result of foreign regulations.

### h) Additional provisions concerning instant payments

Unlike the payment methods discussed in the other sections of this document, instant payments are generally executed and credited to the payment recipient immediately.

Instant payments may only be effected if they satisfy both the general requirements for the execution of payments orders and the following conditions in particular:

- The payment must be a domestic transaction;
- Both PostFinance and the payment recipient's financial institution must support instant payments;
- The payment does not exceed the amount limit for instant payments (further information can be found online at [postfinance.ch](https://postfinance.ch)).

If an instant payment cannot be executed, the Customer may initiate a new payment via a different channel. Please note that PostFinance does not automatically execute such payments as standard payments.

### i) Special types of payment orders

The requirements specified in section 2 shall also apply to collective orders for each individual deposit. In the event of individual erroneous payments, PostFinance shall be entitled not to execute or to reject the entire collective order. PostFinance must receive a new standing order, a change or a termination in writing at least five banking days before the execution date. The Customer may open, modify and delete standing orders made via e-finance themselves, without written notification to PostFinance. PostFinance is entitled to delete existing standing orders that cannot be executed regularly without consulting the Customer.



#### **4. Incoming payments**

As the payee, the Customer agrees that the amount of the transfer shall be credited solely on the basis of the IBAN indicated and without comparing the same with the name and address of the payee.

PostFinance reserves the right to perform this comparison at its own discretion and to reject the payment order in the event of a discrepancy. In the event of such a rejection, PostFinance shall be entitled to inform the financial institution of the payer of the discrepancy.

As the payer, the Customer is aware that the credit will be made by the payee's financial institution solely on the basis of the IBAN indicated and without comparing the same with the name and address of the payee. The payee's financial institution may also reserve the right to nevertheless perform this comparison and to reject the payment order in the event of a discrepancy.

#### **5. Erroneous and incorrect bookings**

If PostFinance causes erroneous or incorrect bookings, it shall have the right to reverse such transactions at any time without consulting the Customer. Should circumstances arise in which a third-party bank triggers an incorrect payment for technical reasons, PostFinance may debit and refund the erroneously transferred amounts without authorization with the Customer's incoming value date.

#### **6. Credit and debit notes**

Credit and debit notes shall be provided to the Customer in appropriate form with the monthly bank statement at the latest. Special agreements with respect to the timing, form and type of such notes remain reserved.

#### **7. Use of data and data correction, bank client confidentiality**

Efficient, cost-effective and smooth processing of payment orders and incoming payments requires correct and complete data in a standard format. For this reason, PostFinance shall be entitled to correct Customer data without notifying the Customer in advance (e.g. incomplete or incorrect account numbers/IBAN, last name and first name or company name and address).

The Customer shall authorize PostFinance to disclose corrected Customer data to persons domiciled in Switzerland who, at the Customer's request, issue payment orders for the Customer's benefit and have received the relevant information from the Customer for this purpose.

Details on the principles and methods of data processing are set out in the PostFinance Ltd General Privacy Policy ([postfinance.ch/dps](https://postfinance.ch/dps)). This applies in particular to the purposes of data processing, data recipient categories and data protection-related claims by the Customer.

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