

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 (see section 1 of the "General Terms and Conditions of PostFinance Ltd" (GTC); 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). 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. 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 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.
- 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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