

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).

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).

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.

SEPA direct debit scheme

SEPA direct debit schemes are subject to separate GTC, which can be accessed at 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.

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.

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).

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). This applies in particular to the purposes of data processing, data recipient categories and data protection-related claims by the Customer.

© PostFinance Ltd, August 2024 version