

Legal provisions for EBICS registration/change with PostFinance Ltd

1. EBICS channel

The interface between PostFinance and the business customer and the latter's software application are subject to the EBICS Standard in accordance with SIX's Swiss Market Practice Guidelines for EBICS. The business customer can find the EBICS offer with the respective types of order and message in the current EBICS factsheet and the EBICS parameter datasheet for customers of PostFinance.

2. Options for release

2.1 Options for release in the EBICS channel

Payments can be released either via distributed electronic signature (DES) or person-neutral (sole) signature (corporate seal).

When releasing via distributed electronic signature (DES), the signatory rights for each user (sole signature, transport signature, A/B collectives) are transmitted to the EBICS server. For this purpose, PostFinance recommends the use of the PostFinance EBICS App. There, payment orders are released by users who are authorized by the business customer, via signatory rights established between the PostFinance EBICS App and the EBICS server used by the business customer. The business customer is aware that there will be no additional bank-related validation on the EBICS server, nor any further release of payment orders in e-finance or in CMT. Accordingly, the payment orders submitted will be deemed to be "released" in relation to PostFinance as soon as the necessary electronic documents are received on the EBICS server and will then be processed by the latter in their present form directly.

Release via person-neutral (sole) signature is carried out directly from the business customer's software application. PostFinance executes all payments submitted with sole signature on the EBICS server directly, without any further bank-related checks.

The persons mentioned in this registration for EBICS are entitled to use EBICS. The business customer is solely responsible for the internal company signing and releasing processes in the customer's own ERP system or financial software. All modifications (changes and deletions) must be commissioned through a newly signed registration for EBICS.

The electronic signatures regulated in this registration for EBICS are separate from the signature and authorization regulations otherwise agreed with PostFinance.

2.2 Releases in e-finance or CMT

Alternatively, the business customer can request release in e-finance or CMT. In this case, payment orders are processed only after the respective order has been fully signed in e-finance or CMT. The business customer's e-rights defined for e-finance or CMT participation apply.

3. Setting up EBICS

The business customer can find all necessary public parameters of PostFinance for the setup of EBICS in the EBICS parameter datasheet for customers. So-called "INI and HIA letters", generated after setup, will have to be duly signed by the business customer and returned to PostFinance in the original. The EBICS access is activated only after all the necessary documents have been submitted to PostFinance. The business customer acknowledges that he needs EBICS-compatible software to be able to use EBICS from PostFinance.

4. Electronic documents

By eliminating paper documents, the business customer accepts the electronic form as the delivery type for bank and account documents (such as account and interest statements, etc.). Electronic documents are deemed to be delivered if they are deposited within the channel desired by the business customer and can be retrieved from there. Electronic documents can be reordered up to twelve months in the past. The business customer is solely responsible for the safe custody of the electronic documents. In case of objections to transactions, the Terms and Conditions of PostFinance apply. If required, the business customer can have electronic documents delivered to him in paper form, for which a fee may be incurred.

The electronic documents are only activated once EBICS access has been set up and are not available retroactively. If the rights of a participant are subsequently revoked, the access of the respective participant to all files is also revoked from that time, in particular access to those files that the participant previously had at their disposal.

The types of messages available on the EBICS channel can be found in PostFinance's EBICS parameter datasheet for customers.

5. Due diligence

If the customer wishes to use the EBICS channel for processing, he will be solely responsible for the correct handling and management of any signatory rights (especially for processing through person-neutral sole signature) in his software solution. PostFinance executes all payment orders received directly and without further checks.

If there is any doubt concerning the legitimacy of an order, PostFinance reserves the right not to execute it immediately and to take appropriate measures to ensure security.

The business customer must retrieve and check the customer protocols (HAC protocols) and status reports (pain.002) created by PostFinance in a timely manner. If discrepancies are found during the check, they must be reported to PostFinance's technical support immediately after being detected.

The business customer is responsible for the service and maintenance of his EDP infrastructure to ensure that file transfer to the bank and the ERP system cannot be manipulated by third parties or unauthorized persons. In particular, it must be ensured that (list is not exhaustive):

- an updated virus scanner is installed and activated
- the business customer's own IT infrastructure is secured against manipulation and wiretapping
- security-relevant updates to the EBICS server and the ERP system/financial software in use are carried out on a regular basis
- an up-to-date firewall is installed and activated
- all persons who use the ERP system/financial software can be identified, etc.

If means of identification are lost, or if personal access details become known to (unauthorized) third parties, the business customer undertakes to notify PostFinance's technical support immediately after this is detected. The relevant access must be immediately blocked by PostFinance. PostFinance accepts no liability for any damage caused by inadequate protection measures.

The business customer undertakes to submit complaints regarding EBICS immediately after setting up access or in the case of complaints regarding individual transactions/electronic bank slips at the latest 30 days after delivering or executing the order. Otherwise the corresponding EBICS services are deemed to be approved.

6. Liability

Liability of PostFinance is, in principle, based on the applicable General Terms and Conditions of PostFinance. Furthermore, it is agreed that any additional risks arising from processing without prior release, such as damage as a result of incorrect execution, double execution, loss, delay, errors or modification, etc., are to be borne by the business customer in full, unless the business customer can prove that the damage was caused by gross negligence on the part of PostFinance.

7. Other provisions

The Terms and Conditions (GTC) of PostFinance apply as amended. In the event of discrepancies between the registration for EBICS and the GTC which currently apply, the provisions of the present registration take precedence.

8. Changes

PostFinance can change the terms and conditions for using channel EBICS at any time. Save in cases of urgency, any changes are announced in a suitable manner in advance, with indication of the date of entry into force. They are deemed to be approved, unless the customer terminates the contractual relationship within one month.

9. Duration and termination

The registration comes into force upon signature of the EBICS registration/change with PostFinance Ltd. It is of indefinite duration. The use of EBICS can be cancelled by PostFinance or the business customer via e-mail (subject to an e-mail agreement) or in writing, by stating the deactivation date requested and the reasons for the cancellation.