

### 1. Scope

These Subscriber Conditions (hereinafter SC) govern the business relationships between the retailer and PostFinance Ltd (hereinafter PostFinance) in relation to the use of the "PostFinance Checkout All-in-One" and "PostFinance Checkout Flex" products described below. Unless explicitly described otherwise, the provisions shall apply to both products.

All references to persons in these SC refer to individuals of all gender identities as well as to more than one person, as appropriate.

### 2. "Checkout All-in-One" and "Checkout Flex" products

The detailed product descriptions for both products can be accessed at [www.postfinance.ch](http://www.postfinance.ch).

#### 2.1 Checkout All-in-One

With "Checkout All-in-One", PostFinance provides the retailer with a product for selling in the online shop (e-payment) and for processing sales in store (via POS payment). "Checkout All-in-One" enables the retailer to use a software solution for processing payments via the e-payment and/or POS payment sales channels. The product consists of the following service components:

- Web-based software for configuring the product:
  - with which retailers can manage and administer online shop and/or terminal transactions and user accounts and use document and e-mail templates,
  - with interfaces to the terminals and to the web services or plug-ins for connecting to "Checkout All-in-One". You can find the documentation pertaining to the interfaces and web service clients at <https://checkout.postfinance.ch/doc>.
- A platform for processing and transmitting transactions and optional online and/or offline payment data between the authorized acceptance partner (SnapSwap International S.A.) and banks that issue cards (issuer).
- The software is a PostFinance product, which is operated by the platform partner Wallee Group GmbH based in Winterthur, Zurich (partner).
- Provision of the SnapSwap International S.A. payment solution. This is described in the General Terms and Conditions of SnapSwap International S.A. In order to use the solution, the retailer is also required to accept the relevant General Terms and Conditions of SnapSwap International S.A.

Fee-based support services can also be procured as part of the "Service Plus" package. The extended support services are listed on the product pages at [www.postfinance.ch](http://www.postfinance.ch).

#### 2.2 Checkout Flex

With "Checkout Flex", PostFinance provides the retailer with a product for selling in the online shop (e-payment) and in store (POS payment). "Checkout Flex" enables the retailer to use a software solution for processing payments in the e-payment and/or POS payment sales channels. The product consists of the following service components:

- Web-based software for configuring the product:
  - with which retailers can manage and administer online shop and/or terminal transactions and user accounts and use document and e-mail templates,
  - with interfaces to the terminals and to the web services or plug-ins for connecting "Checkout Flex" to the online shop. You can find the documentation pertaining to the interfaces and web service clients at <https://checkout.postfinance.ch/doc>.
- A platform for processing and transmitting transactions and optional online and/or offline payment data to authorized acceptance partners (acquirer) and banks that issue cards (issuer).

The software is a PostFinance product, which is operated by the platform partner Wallee Group GmbH based in Winterthur, Zurich (partner).

Fee-based support services can also be procured as part of the "Support Plus" package. The extended support services are listed on the product pages at [www.postfinance.ch](http://www.postfinance.ch).

#### 2.3 Preconditions for use of the products

In order to use the service, the retailer must hold a business account with PostFinance or a Swiss third-party bank (financial institution). The platform enables the retailer to effect the billing of claims, following successful author-

ization of the payment, via the specified payment methods. The product description provided at [www.postfinance.ch](http://www.postfinance.ch) lists all payment methods. With the platform, PostFinance supports its own payment methods. In the case of other payment methods, PostFinance assumes responsibility for forwarding for the authorization of transactions to the acceptance partner concerned.

The software on the terminals may only be used by retailers in Switzerland.

#### 2.4 Technical transfer of transactions between shoppers, acceptance partners and financial institutions

For both products, the retailer must hold a business account with a financial institution in Switzerland. For both products, at least one acceptance agreement must be in place between the retailer and third parties for the acceptance of payments. PostFinance has no influence over whether, and if so when, the corresponding acceptance partners conclude an agreement with the retailer. The same applies to the corresponding content of the agreement between acceptance partners and the retailer.

##### 2.4.1 Checkout All-in-One

In the case of the Checkout "All-in-One" product, the conclusion of the acceptance agreement between retailers and the acceptance partner "SnapSwap International S.A." is essential. SnapSwap International S.A. is a subsidiary of Wallee Group GmbH (partner). The retailer is responsible for concluding the acceptance agreement through PostFinance. PostFinance acts as a technical transaction intermediary between the customers of the retailer (i.e. shoppers), acceptance partners and, depending on the shopper's payment method, any third parties involved (e.g. issuer). The payments themselves, on the other hand, are made by the acceptance partner directly to the retailer's financial institution. The terms of the payments are specified in the acceptance agreement between the retailer and SnapSwap International S.A.

##### 2.4.2 Checkout Flex

In the case of the "Checkout Flex" product, various acceptance partners can be integrated into the product at the retailer's discretion. The retailer is responsible for concluding the relevant acceptance agreements. PostFinance acts as a technical transaction intermediary between the customers of the retailer (i.e. shoppers), acceptance partners and, depending on the shopper's payment method, any third parties involved (e.g. issuer). The payments themselves are made by the acceptance partner directly to the retailer's financial institution. The terms of these payments are described in direct acceptance agreements between the retailer and acceptance partners.

#### 2.5 Activation of acceptance agreements in the back office (acceptance partner)

PostFinance forwards the details filled in by the retailer to the acceptance partners, who then get in touch with the retailer directly. Upon conclusion of the acceptance agreements between the retailer and the acceptance partner, the acceptance partner provides PostFinance with the corresponding agreement numbers so that PostFinance can activate these acceptance agreements in the payment management tool (hereinafter back office). Additional service modules offered by PostFinance, which do not relate to acceptance agreements with acceptance partners, can be activated by the retailer itself in the back office or by PostFinance.

#### 2.6 Compatible shop systems and terminals

The customer can use the service provided only on software and hardware terminals that are compatible with that specific service. The compatible shop systems can be found at [postfinance.ch/checkout](http://postfinance.ch/checkout) PostFinance provides a guarantee for the plug-ins it offers (programs that expand the functions of web applications or desktop programs), but not for the third-party provider SaaS solutions listed under "Shop systems" at [www.postfinance.ch](http://www.postfinance.ch) In the event of changes made by the retailer itself or to existing, otherwise compatible SaaS solutions, or if the retailer has integrated configurations with non-compatible third-party provider plug-ins into its shop system, liability cannot be assumed under any circumstances.

#### 3. Eligibility for subscription and identity check

The product may not be used for sales transactions with immoral, indecent, disreputable, criminal or corrupt content (e.g. weapons, narcotics, pornographic representations, etc.). PostFinance may terminate the agreement with the retailer without notice at any time if the retailer violates the terms of this policy.

PostFinance checks the identity and business activities of the retailer or its representative with the customary degree of due diligence. PostFinance uses technical and organizational means to detect and prevent abuse.

To verify the identity and business activities of the retailer or its representative, the retailer shall submit the documents indicated in the registration form and any other documents required to PostFinance.

#### **4. Registration**

The retailer can use a demo version of the product free of charge during the trial period. In order to continue using the product following expiry of the trial period, the retailer must register and link the product to its bank account.

##### **4.1 Checkout All-in-One**

The contractual relationship between the retailer and PostFinance enters into force upon completion of registration, the related acceptance of the existing SC, the GTC of SnapSwap International S.A. and successful verification of the retailer. The agreement shall be void if the information provided by the retailer during registration cannot be verified. The retailer cannot claim damages from the agreement becoming void.

The referral of the retailer to the acceptance partner SnapSwap International S.A. is completed for PostFinance with the establishment of contact via the website. The acceptance partner SnapSwap International S.A. can reject the agreement with the retailer depending on the risk sector or for other reasons.

##### **4.2 Checkout Flex**

The contractual relationship between the retailer and PostFinance enters into force upon completion of registration, the related acceptance of the existing SC and successful verification of the retailer. The agreement shall be void if the information provided by the retailer during registration cannot be verified. The retailer cannot claim damages from the agreement becoming void.

#### **5. Collective signing rights**

If the retailer or its authorized agents have collective signing rights, PostFinance does not require the consent of the other party with collective signing rights, as the signature is solely to authorize the payment of the monthly fee for the product. The party that has given its consent, be it the retailer or its authorized agents with collective signing rights, expressly confirms by accepting these SC that it has all the necessary authorizations from the other party with collective signing rights.

#### **6. Prices and conditions**

The product is subject to charges, with the exception of the demo version. The prices can be viewed in the product information at [postfinance.ch/checkout](http://postfinance.ch/checkout)

PostFinance reserves the right to adjust the prices at any time in line with the money and capital markets, inflation and other cost changes. Taxes and additional charges as well as any third-party costs are borne by the retailer. The retailer will be notified of prices, price changes and the introduction of new prices in a suitable manner and they will come into force on the date specified. Once the retailer has been notified, it has the option of immediate termination of the product if it objects to the changes. This must be carried out within one month at most.

The fees incurred shall be charged to the retailer on a monthly basis to its PostFinance business account specified for the product. If the retailer does not have a PostFinance business account, the fees it incurs for the product shall be charged to its credit card account on record on a monthly basis. The fees are payable in Swiss francs.

#### **7. Account switch**

If the retailer would like to switch its account for settling the product, it must notify PostFinance of this in writing. In addition to the new account number and the corresponding bank, it must also specify the exact date for the desired switch, taking a time frame of thirty (30) banking days into account. The switch is binding for PostFinance and the retailer must ensure that the new bank account can be used for fee settlements.

#### **8. Blocking**

The retailer can have the product blocked. This can be arranged by calling the E-Payment Customer Center on 0848 382 423 (charges apply). The block will be removed only with the consent of the retailer in binding form. PostFinance is entitled to immediately block or suspend the product at any time without prior notice or notice of termination to the retailer

and without having to provide a reason, in particular if the product is not used for a lengthy period or if there is reason to suspect misuse.

#### **9. Storage and deletion of data**

The retailer is responsible for the storage and archiving of its product, order and customer data in its shop system and in the Checkout back office. PostFinance shall not make available any corresponding restore data function.

#### **10. Partner's obligations**

##### **10.1 Due diligence obligations**

The retailer must observe the following due diligence obligations in particular:

- The security elements must be kept secret and protected against improper use. The password must not be easily ascertainable (no vehicle registration numbers, phone numbers, simple sequences of numbers, etc.). The retailer bears all the consequences arising from the use of its means of identification and security elements or those of its authorized agents.
- If there is any reason to believe that unauthorized third parties have acquired knowledge of the password, it must be changed immediately.
- The retailer is obliged to minimize the risk of unauthorized access to the devices used for the product by implementing appropriate protective measures. In particular, the retailer must keep operating systems and application programs up to date and must immediately install software and security updates provided or recommended by the respective providers. The retailer must also take the customary safety precautions for each device used to access the Internet (e.g. use of a current anti-virus program and a firewall).
- If it is suspected that the product is being misused, PostFinance must be informed immediately in order to arrange a block on the product: E-Payment Customer Center, tel. 0848 382 423 (charges apply).

##### **10.2 Management of acceptance partners in the Checkout back office**

Prior to using the back office, the retailer undertakes to obtain the necessary information on the acceptance partners to which it is linked in order to be in a position to process payments in the proper manner and to comply with the rules applied by such acceptance partners. The acceptance partners, financial institutions and the retailer have sole responsibility for the proper execution of the financial flows of payments. The retailer must also ask the acceptance partner involved in the handling of Visa/Master-Card payments whether it requires a PCI certificate.

The retailer is aware of the great importance of full compliance with security regulations. A full overview of all applicable security regulations can be found in the PCI requirements for the shopper's credit card issuer. Use of this product is only permitted subject to presentation of the required PCI certification by the retailer.

The retailer must also:

- ensure that all available security patches and security configurations are installed on all terminals;
- avoid saving any sensitive data regarding payment methods, such as credit card numbers or visual cryptograms (CVC/CVV);
- protect and regularly change all passwords, in particular the password used to access the back office. The retailer is required in particular to change its password upon first use; thereafter, this can be done as often as required in its account.

##### **11. Responsibility of the retailer for the Checkout back office, shop website and business model**

The retailer is, and will remain, fully responsible for the content of its Checkout back office. This includes the account's configuration parameters and the financial transactions and e-commerce as well as POS transactions themselves. The retailer undertakes to keep the data up to date at all times or notify any changes to PostFinance without delay so that the latter may perform the necessary updates.

The retailer guarantees that the content of its shop website and its business model for selling in store, which incorporate the products,

- does not violate the rights of third parties;
- is not in any way illegal nor does it constitute a violation of public order;
- does not in general terms violate the laws currently in force.

If it comes to PostFinance's attention that the content of the shop websites or the business model that incorporate the product violates the aforementioned obligations, PostFinance shall be entitled to block the retailer's access to the product without prior warning and terminate the contractual relationship with immediate effect.

## 12. Liability

- a. PostFinance shall be liable for any damage suffered by the retailer caused intentionally or by gross negligence. The liability of PostFinance for slight negligence is excluded. PostFinance will also not be liable for any cases of minor negligence on the part of its auxiliaries. In relation to substitution, PostFinance shall be liable solely for the application of due care when choosing and instructing the substitute and, in this respect, shall under no circumstances be liable for cases of minor negligence. Its liability for direct damages is limited to the amount of the evidenced damages. It shall not be liable for indirect damages, consequential damages, loss of data, third-party claims or loss of profit in the event of force majeure. Liability shall be limited to CHF 50,000 for each current calendar year.
- b. Technical access to the product is the responsibility of the retailer. PostFinance is not liable for the network provider and also disclaims, to the extent allowed by law, any liability for the hardware and software required to use the product.
- c. PostFinance excludes, to the extent allowed by law, any liability for losses incurred by the retailer or its authorized agents as a result of transmission errors, technical defects, malfunctions, unlawful interventions in telecommunication devices and networks, overloading of the network, wilful blockage of the electronic channels by third parties, interruptions or other shortcomings. PostFinance assumes no liability, in particular, if payments are delayed due to technical interruptions to the product, for example.
- d. 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 retailer shall bear any damages arising from such interruptions.

## 13. System operation, delivery and processing

Together with the retailer, PostFinance is responsible for providing and maintaining the product. PostFinance provides support exclusively within the framework of its products, as described in Section 2. Any support beyond this, such as support for shop systems, is not covered by these Subscriber Conditions and would need to be governed by a separate agreement.

Delivery and processing times for the individual payment methods may vary. Details can be found at [www.postfinance.ch](http://www.postfinance.ch) in the product descriptions and/or in the acceptance agreement with the acceptance partner.

## 14. Communication method for messages between the parties

PostFinance and the retailer shall communicate by e-mail. By signing these Subscriber Conditions, the retailer acknowledges that the following risks in particular are borne by the retailer during the electronic exchange of information by e-mail:

- unencrypted information is transmitted over an open, publicly accessible network;
- the possibility that this information may be viewed and/or changed by third parties cannot be excluded;
- third parties may be able to infer the existence of a business relationship;
- The sender's identity (e-mail address) may be impersonated or manipulated.
- The exchange of information may be delayed or interrupted as a result of transmission errors, technical defects, interruptions, malfunctions, unlawful interventions, overloading of the network, wilful blockage of electronic channels by third parties or other deficiencies on the part of network operators.

The retailer acknowledges that there is an increased risk of violation of postal or banking secrecy and/or data protection. **The retailer therefore releases PostFinance from bank client confidentiality for e-mail communications related to the product.** More detailed information about security on the Internet is published at [postfinance.ch/security](http://postfinance.ch/security).

In relation to its e-mail communications, PostFinance uses the contact details provided by the retailer on the registration form. The retailer shall notify PostFinance of any change of address without delay.

The parties shall inform each other about important technical, organizational and administrative changes within a reasonable period of time.

## 15. Complaints

The retailer must notify PostFinance of any complaints in relation to the product within thirty (30) days of the corresponding event occurring. Complaints that are not made in good time may result in the retailer becoming liable for any resulting damages and PostFinance's liability for damages being reduced.

## 16. Data protection

The parties undertake to comply with the provisions of applicable data protection law. In this context, the retailer undertakes to impose compliance with data protection regulations on its staff who have access to confidential or otherwise sensitive data (particularly credit card numbers or CVC/CVV) and on third parties.

The retailer undertakes above all to notify its shoppers in advance of the forwarding of data, in particular the data necessary for payment processing, to third parties for the purpose of fulfilling and implementing the agreement.

The retailer expressly authorizes PostFinance to obtain all information essential to the product from third parties and to disclose it to third parties, such as partners or acceptance partners, that PostFinance considers important in relation to the provision of the product or which it requires for the provision of the product. Relevant information on the retailer and acceptance partners can be obtained from the websites of the retailer and the corresponding acceptance partners. The retailer agrees that any data relating to the product may be processed in Switzerland and abroad and gives its explicit consent to this. The retailer undertakes to inform its shoppers of these circumstances and, if necessary, to obtain their consent for the data processing concerned. **The retailer must notify its shoppers about PostFinance's privacy policy. If necessary, PostFinance can request proof from the retailer of the conditions of the information provided to shoppers.**

The retailer can find information on how PostFinance processes personal data in the General Privacy Policy available at [postfinance.ch/dps](http://postfinance.ch/dps).

## 17. Data security

The product and the services it offers are used via the Internet, in other words across an open, publicly accessible network. For data transmission, PostFinance uses technically sophisticated encryption mechanisms that make it impossible in principle for unauthorized persons to access confidential data. However, it cannot be completely ruled out that transmitted data may still be viewed by unauthorized persons. Some of the technical features used to establish the connection (such as IP addresses) are not encrypted. If this data is known, it can be used to localize the Internet connection and the device used, thus possibly revealing the existence of a business relationship to the retailer. The retailer also acknowledges that data can be transmitted across national borders unchecked, even if the sender and recipient of the data are both in Switzerland.

## 18. Confidentiality

The parties undertake to treat all information arising from this agreement that is neither evident nor publicly accessible as strictly confidential. PostFinance particularly undertakes to maintain confidentiality vis-à-vis third parties regarding the retailer's sales figures; for its part, the retailer particularly undertakes to maintain confidentiality regarding the sensitive data relating to payment processes (e.g. card numbers or CVC/CVV). The saving of card data and its use for other purposes by the retailer is prohibited. The disclosure of data by the retailer to third parties is prohibited; contractual exceptions remain reserved. This will also apply after any termination of the agreement.

## 19. Cancellation

The parties may cancel the product subject to a 30-day notice period to the end of the month. Cancellations must be carried out online or by e-mail.

**For the Checkout "All-in-One" product, notice of cancellation with regard to the product must be submitted to PostFinance and notice of cancellation with regard to the acceptance agreement must be submitted to SnapSwap International S.A.**

**For the "Checkout Flex" product, notice of cancellation only needs to be submitted to PostFinance.** If the retailer violates the provisions of these SC or the law, PostFinance will be entitled to terminate the agreement with the retailer without notice and without PostFinance being liable for compensation.

**20. Amendments to these conditions**

PostFinance reserves the right to amend the SC and range of services (e.g. software and interfaces), or to discontinue the product, at any time. Any changes shall be announced in advance in good time and in an appropriate manner.

**21. Legal form of publication**

The legally binding Subscriber Conditions which constitute an integral part of the agreement are published electronically and can be viewed at [www.postfinance.ch](http://www.postfinance.ch).

**22. Supplementary provisions**

If the retailer maintains a business account with PostFinance for the settlement of fees and conditions arising from the product, the General Terms and Conditions of PostFinance Ltd shall apply in addition to these SC. In the case of contradictions, these SC shall take precedence.

In the case of retailers which are not settling the "Checkout All-in-One" or "Checkout Flex" product via a PostFinance business account, the "Supplementary provisions for retailers without a PostFinance business account" listed below shall also apply.

# Supplementary provisions for retailers without a PostFinance business account

## 1. Banking days

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

## 2. Powers of attorney

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

## 3. Incapacity to act

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

## 4. Partner communication and data processing

The retailer agrees that communication may take place by post, telephone and, insofar as permissible by law, via electronic channels (such as video and audio channels, e-mail, etc.) to the addresses used by PostFinance or to those provided or known to it.

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

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

## 5. Notification obligations

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

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

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

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

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

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

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

## 7. Involvement of third parties/outsourcing of business areas

PostFinance is entitled to engage third parties in Switzerland and abroad to provide the "Checkout All-in-One" and "Checkout Flex" products and for the purposes of market research and development.

If PostFinance engages third parties or outsources business units, the retailer agrees that data may be disclosed and processed by these third parties to the extent necessary for cooperation.

## 8. Applicable law and place of jurisdiction

As far as admissible by law, the legal relationships between the retailer and PostFinance shall be subject to substantive Swiss 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.

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

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