Subscriber Conditions
PostFinance Checkout Flex and POS-Payment Flex

PostFinance ⊐⊏

1. Scope
These Subscriber Conditions (hereinafter referred to as SC) govern the business relationship between the retailer (hereinafter referred to as Partner) and PostFinance Ltd (hereinafter referred to as PostFinance) in relation to the use of the "PostFinance Checkout Flex" and "PostFinance POS Payment Flex" products described below.

All references to persons in these SC refer to people of all genders as well as to more than one person, as appropriate.

2. "PostFinance Checkout Flex" and "POS Payment Flex" products
The detailed product descriptions can be accessed at postfinance.ch.

2.1 Checkout Flex
PostFinance provides the Partner with the "PostFinance Checkout Flex" service (Product) for the ECOM (e-payment, distance selling) and POS (point-of-sale business) sales channels. The Product allows the Partner to use a software solution to process payment processes for online orders and purchases on-site at points of sale. The Product comprises the following parts:
– Web-based software for setting up the Product and for the management and administration of online shop and/or terminal transactions. The software also includes interfaces to the terminals or REST APIs or plug-ins for connecting to an online shop.
– The software for the interface from the online shop and point-of-sale business to PostFinance Checkout Flex via plug-ins or a REST API interface, including the documentation available at 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).
– Web services for connecting checkout systems to the Checkout Flex terminals.

2.2 POS Payment Flex
PostFinance POS Payment Flex includes the same features as PostFinance Checkout Flex apart from those designed for ECOM (e-payment, distance selling). It can therefore only be used for on-site sales via terminals and not for sales in the online shop.

2.3 Preconditions for service use
In order to use the service, the Partner must be the holder of a business account with PostFinance or a Swiss third-party bank. The platform enables the Partner to effect the billing of claims, following successful authorization of the payment, via the payment methods indicated in the product description at postfinance.ch.
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 financial institution concerned.

2.4 Financial institutions
PostFinance acts as technical intermediary between the Partners' customers (i.e. the shoppers) and the financial institutions in relation to the processing of payments. The payments themselves, on the other hand, are made by the financial institutions directly to the Partner. The terms of these payments are described in direct subscription contracts between the Partner and the financial institutions. PostFinance has no influence over whether, and if so when, the corresponding financial institutions conclude a contract with the Partner. The same applies to the corresponding content of the contract between the financial institutions and the Partner.

2.5 Partner GUI
Once the Partner has concluded the contracts with the financial institutions, PostFinance activates the relevant payment methods in the payment management tool (hereinafter referred to as Partner GUI). The Partner can also independently activate additional service modules offered by PostFinance directly in the partner GUI or have them activated by PostFinance.
The detailed product description can be accessed at postfinance.ch.

2.6 Compatible shop systems and terminals
The customer can use the service provided only on software and hardware terminals that are compatible with the said service. The compatible shop systems can be found at postfinance.ch. PostFinance provides a guarantee for the plug-ins (programmes that extend the functions of web applications or desktop programmes) it offers, but not for the SaaS solutions of third-party providers listed under "Shop systems" on postfinance.ch.

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 contract with the Partner without notice at any time if the Partner violates the terms of this policy.
To verify the legitimacy and business activities of the Partner or their representative, the Partner shall submit the documents indicated in the registration form and any other documents required to PostFinance.

4. Registration
The Partner 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 Partner must register and link the Product to their bank account.
The contractual relationship enters into force upon completion of registration, the related acceptance of the existing SC and successful verification of the Partner. The contract shall be void if the information provided by the Partner during registration cannot be verified. The Partner cannot claim damages from the contract becoming void.

5. Joint signing rights
If a Partner or their authorized person has 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 who has given their consent, be it the Partner with collective signing rights or their authorized person with collective signing rights, expressly confirms by accepting these SC that they have 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.
PostFinance reserves the right to adjust the prices at any time in line with the money and capital markets, inflation and other changes in cost. Taxes and additional charges as well as any third-party costs are borne by the Partner. The Partner 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 Partner has been notified, it has the option of immediate termination of the Product if it objects to the changes. This must be done within a month at most.
The fees incurred are charged to the Partner on a monthly basis to its PostFinance account specified for the Product. If the Partner does not have a PostFinance business account, the fees it incurs for the Product are charged to his credit card account on record on a monthly basis. The fees are payable in Swiss francs.

7. Account switch
If the Partner 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 Partner must ensure that the new bank account can be used for fee settlements.

8. Blocking
The Partner can have the Product blocked. This can be arranged by calling the E-Payment Contact Center, 0848 382 423 (charges apply). The block will be removed only with the consent of the Partner 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 Partner 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 Partner is responsible for the storage and archiving of their Product, order and customer data in their shop system. PostFinance shall not make available any corresponding restore data function.

10. Partner's obligations

10.1 Due diligence obligations
The Partner 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 Partner bears all the consequences arising from the use of their means of identification and security elements or those of their holder(s) of power of attorney.
- If there is any reason to believe that unauthorized third parties have acquired knowledge of the password, it must be changed immediately.
- The Partner is obliged to minimize the risk of unauthorized access to the devices used for the Product by implementing appropriate protective measures. In particular, the Partner must keep operating systems and applications up to date and immediately install the software and security updates made available or recommended by their suppliers. The Partner 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 Contact Center, 0848 382 423 (charges apply).

10.2 Management of partner account
Prior to using the partner account, the Partner undertakes to obtain the necessary information on the financial institutions 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 financial institutions. The financial institutions and the Partner have sole responsibility for the proper execution of the financial flows of payments. The Partner must also ask the financial institution involved in the handling of Visa/MasterCard payments whether it requires a PCI certificate.
The Partner 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 relevant credit card issuer. Use of this Product is permitted only subject to presentation of the required PCI certification.
Inter alia, the Partner must:
- 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 log in to the partner account. The Partner is required in particular to change its password upon first use; thereafter, this can be done as often as required via the GUI for its account.

11. Content of partner account and shop website
The Partner is, and will remain, fully responsible for the contents of its partner account. This includes the account's configuration parameters and the financial transactions and e-commerce itself. The Partner 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 Partner guarantees that the content of its shop websites that incorporate the Product
- 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 that incorporate the Product violates the aforementioned obligations, PostFinance shall be entitled to block the Partner'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 Partner 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.
b) Technical access to the Product is the responsibility of the Partner. 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 Partner or his authorized persons 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 on the stock markets. Where PostFinance has exercised the customary degree of due care, the Partner bears the cost of any damage resulting from such interruptions.

13. System operation, delivery and processing
Together with the solution partner, 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 on postfinance.ch in the product descriptions and/or in the acceptance agreement with the Partner.

14. Communication method for messages between the parties
PostFinance and the Partner shall communicate by e-mail. By signing these Subscriber Conditions, the Partner acknowledges that the following risks in particular are borne by the Partner 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 Partner acknowledges that there is an increased risk of violation of postal or banking secrecy and/or data protection and consents to the use of the Product. More detailed information about security on the Internet is published at postfinance.ch/security.
In relation to its e-mail communications, PostFinance uses the contact details provided by the Partner on the registration form. The Partner 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 Partner 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 Partner 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 Partner undertakes to impose compliance with data protection regulations on his staff who have access to confidential or otherwise sensitive data and on third parties.

The Partner undertakes above all to notify his 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 contract.

The Partner expressly authorizes PostFinance to obtain all information essential to the Product from third parties and to disclose it to third parties, such as solution 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. Information on the solution and acceptance partners can be found at postfinance.ch. The Partner agrees that any data relating to the Product may be processed in Switzerland and abroad and gives his explicit consent to this. The Partner undertakes to inform their shoppers of these circumstances and, if necessary, to obtain their consent for the data processing concerned.

The Partner can find information on how PostFinance processes personal data in the General Privacy Policy at 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, the possibility that unauthorized persons may nevertheless gain access to transmitted data cannot be entirely excluded. 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 Partner. The Partner 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 contract that is neither evident nor publicly accessible as strictly confidential. PostFinance particularly undertakes to maintain confidentiality vis-à-vis third parties regarding the Partner's sales figures; for his part, the Partner 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 Partner is prohibited. The disclosure of data by the Partner to third parties is prohibited; contractual exceptions remain reserved. This will also apply after any termination of contract.

19. Termination

The parties may cancel the Product subject to a 30-day notice period to the end of the month. Cancellation by the Partner must be carried out online or in writing (legally valid signed letter) to PostFinance.

If the Partner violates the provisions of these SC or the law, PostFinance will be entitled to terminate the contract with the Partner 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 SC which constitute an integral part of the contract are published electronically and can be viewed at postfinance.ch.

22. Supplementary provisions

If the Partner uses a business account with PostFinance for processing the prices and conditions from the Product, the "General Terms and Conditions of PostFinance Ltd" apply in addition to these Subscriber Conditions. In the case of contradictions, these SC shall take precedence.

For Partners that do not use a PostFinance business account for processing the "Checkout Flex" product, the "Supplementary provisions for Partners without a PostFinance business account" below also apply.

Supplementary provisions for Partners without a PostFinance business account

1. Bank working days

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

2. Powers of attorney

The Partner may be represented by third parties vis-à-vis PostFinance for the entire business relationship. 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 Partner 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 Partner 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.

5. Notification obligations

The Partner 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 Partner itself or its representative.

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

The Partner 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.

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 Product "PostFinance Checkout Flex", 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 Partner 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 Partner's own responsibility to comply with the legal and regulatory provisions applicable to it.

7. Engagement of third parties/outsourcing of business units

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

If PostFinance engages third parties or outsources business units, the Partner 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 Partner and PostFinance shall be subject to substantive Swiss law. Subject to conflicting and compulsory legal provisions, the sole place of jurisdiction for all proceedings is Berne. Berne shall also be the place of performance, unless otherwise agreed.
The Partner has the option of contacting the Ombudsman to settle any dispute before taking the matter to court.