

# BILLINGONLINE

## ANNEX SC BO: USE OF CASHLESS PAYMENT METHODS

### 1. Scope

This annex forms an integral part of the SC BO and contains specifications for the cashless payment methods accepted in BillingOnline:

- Visa and Mastercard credit cards
- PostFinance Card and PostFinance E-Finance
- TWINT

In the BillingOnline payment solution, Swiss Post acts as a payment facilitator and has concluded relevant contracts with the acquirers and PostFinance Ltd. The following specifications are based on the standards of the licensor, acquirer and PostFinance Ltd for the individual payment methods and are to be complied with by the Subscriber at all times.

### 2. Identification of the Subscriber

Swiss Post is obliged to identify the Subscriber and his/her legal representatives and to record the Subscriber's business activities so that the acquirer can allocate them to the correct sector category (MCC). For this purpose, Swiss Post may, in particular, request the documents listed below from the Subscriber:

- Current extract from the commercial register or a similar document (for legal entities)
- No further documents are required for municipalities, authorities and federal offices
- Current extract from the commercial register for natural persons with a commercial register entry
- Passport copy for natural persons without a commercial register entry

### 3. Changes to the Subscriber

In the event of changes to the Subscriber (e.g. with regard to legal form, business activities exercised, address, account details, legal representatives, points of sale or infrastructure), the Subscriber shall notify Swiss Post in writing immediately. Swiss Post is entitled to invoice the Subscriber for the expenses incurred as a result of changes.

In the event of a significant change to the Subscriber's ownership and control structure, he/she is obliged to inform Swiss Post about it in writing at least one month in advance. In this case, Swiss Post is entitled to ask for the identification of the Subscriber in accordance with clause 2 to be updated. If this results in increased risks for Swiss Post, it shall be entitled to cancel acceptance of the payment method and thus terminate the contract with the Subscriber with immediate effect.

### 4. Subscriber's obligations

#### *General due diligence obligation*

The Subscriber undertakes to employ appropriate measures to ensure that no manipulations, and in particular no fraudulent transactions, are possible. The Subscriber shall ensure in particular that his/her web infrastructure (including all associated network elements) is protected accordingly.

#### *Requirements for the Subscriber's domain (website)*

The Subscriber shall ensure that his/her website (e.g. online shop) complies with the following specifications:

- The GTC are clearly visible, can be viewed and fulfil the following requirements:
  - The Subscriber's name and address are visible.
  - The place of jurisdiction is defined.
  - The right to withdraw is defined (even if withdrawal is excluded).
- The publication details are clearly visible, mention the Subscriber by name and contain contact information (address, phone number and e-mail address).
- The prices are clearly visible and complete and the total amount listed is the same amount charged to the payment method.
- The products/services and any additional costs are described clearly and transparently.
- The request for the address of the end customer (usually the payment method holder) must contain the following elements:
  - Full name

- Full postal address

- E-mail address (unless already checked during the registration process)

- Before the payment process, the GTC are to be actively confirmed via a click-to-accept button (CTA). The CTA must not be pre-selected and must be actively clicked on by the end customer. If the end customer has not clicked on (enabled) the CTA, an error message with a corresponding notice is to be displayed when a payment attempt is made.
- The domain (website) must be registered to the Subscriber. This is checked via an online domain query (e.g. [www.hostpoint.ch/en/](http://www.hostpoint.ch/en/)) or by the Subscriber providing a domain registration invoice showing the URL and issued to the Subscriber.
- The logos received (Visa, Mastercard, PostFinance and TWINT) are to be presented so that they are clearly visible. Following termination of the contract or at the request of Swiss Post, PostFinance Ltd, the acquirer or a licensor, the Subscriber shall stop using the logos immediately.

### 5. Acceptance

#### *Subscriber's general obligations*

The Subscriber undertakes to accept all payment methods as a payment method for goods and/or services, regardless of the amount. As part of this acceptance, the Subscriber undertakes to always

- refrain from splitting a payment across several transactions
- refrain from disadvantaging payment methods with respect to other payment methods, and in particular from requesting a surcharge for paying with payment methods and from granting the end customer a discount if they do not use the BillingOnline payment solution and use other payment methods instead
- refrain from paying out cash or granting loans in return for debiting the payment method (cash payments)
- only accept the payment methods for services that cannot be provided immediately if the end customer is informed that the service will be provided at a later date in a traceable written form (including by e-mail)
- refrain from amending or correcting details on a receipt after it has been signed; if a correction is required, a new receipt must be issued
- take appropriate measures to prevent misuse of the payment methods and to report suspected misuse to Swiss Post immediately

#### *Exclusion of acceptance*

The Subscriber's business activities must take place in Switzerland. Only transactions in Swiss francs are accepted in the BillingOnline payment solution.

The Subscriber may only use BillingOnline for processing transactions that are directly linked to the business activities specified (see clause 2 above).

The Subscriber may only invoice for revenue via Swiss Post to which it is financially entitled.

#### *Processing credits*

Credits may only be carried out based on a previously settled debit and may not exceed the amount of the debit. The Subscriber is not permitted to refund the end customer for withdrawn goods or services not provided in cash or by other means.

### 6. Transaction receipts (retention obligation)

Sales receipts or transaction receipts must be provided for all transactions and be sent to Swiss Post without delay upon request. The Subscriber shall retain copies of electronic receipts, all transaction data and daily closing statements (including details of individual transactions) and the associated order data and documents for at least 36 months from the date of the transaction. Electronic data is to be stored in an encrypted form and protected from unauthorized access.

### 7. Account for receiving payments

To receive the payments, the Subscriber must hold an account in the name of the company or owner with a bank in Switzerland. The IBAN or account number are required to process payments properly.

The Subscriber is obliged to supply sufficient proof that the bank account provided for the payments is in his/her name (e.g. confirmation from the bank).

#### 8. Chargebacks and fraud monitoring

The end customers and relevant payment method issuers are entitled to object to a transaction if the preconditions for initiating a chargeback procedure are fulfilled, and in particular if there is a reason for a chargeback (see clause 9).

If a chargeback procedure is initiated, the Subscriber must send copies of all receipts and documents (in accordance with clause 6) that can disprove the reason for the chargeback to Swiss Post on its request within ten days. If the reason for the chargeback cannot be disproved using the receipts submitted by the Subscriber or the receipts requested from the Subscriber are not submitted on time, Swiss Post is entitled to claim back transactions already paid out from the Subscriber or offset them against payments to be made to the Subscriber ("chargeback"). In this case, it is up to the Subscriber to request the money back from the end customer, by legal means where applicable.

If, after a chargeback procedure has been initiated, the Subscriber intends to credit the payment method that was used for the transaction subject to the objection, he/she shall inform Swiss Post of his/her plans. If they are approved by Swiss Post, the Subscriber shall carry out the credit in accordance with clause 5, Processing credits.

During the chargeback procedure, the Subscriber shall not take any legal action against the end customer or the payment method holder.

#### 9. Reasons for a chargeback

With regard to acceptance, the following reasons for a chargeback apply in particular:

- The end customer disputes the order and/or receipt of the goods or services
- The end customer rejects the goods as defective or not corresponding to the order
- The end customer withdraws from a purchase of goods and/or services within the legal withdrawal period
- The end customer asserts claims in respect of the Subscriber or refuses to settle the claim arising from the transaction for other reasons

#### 10. Fraud monitoring

To monitor fraud, Swiss Post may issue directives for preventing cases of fraud to the Subscriber at any time. The directives shall enter into force as soon as they have been passed on to the Subscriber and the Subscriber is obliged to observe them in full.

In the event of a justified suspicion of fraud, Swiss Post is entitled to retain payments to the Subscriber until the suspicion has been investigated. If cases of fraud are excessively frequent, Swiss Post also reserves the right to cancel the acceptance and terminate the contract with the Subscriber with immediate effect.

#### 11. Offsetting

Swiss Post is entitled to offset any claims in respect of the Subscriber against the transaction credit from credit card sales to be paid to the Subscriber. Swiss Post reserves the right in particular to block payments owed to the Subscriber for security reasons after termination for a period of up to 180 days following termination of the contract and to offset such payments against any existing or future claims of Swiss Post in respect of the Subscriber (chargebacks).

#### 12. Swiss Post instructions and cancellation of acceptance

Swiss Post is responsible for the acceptance of the payment methods by the Subscriber and may issue instructions to the Subscriber at any time relating to compliance with the provisions of this annex, the standards or the specifications of the licensor, acquirer or PostFinance Ltd. If the Subscriber fails to comply with the contractual specifications or standards or to implement Swiss Post's instructions as required, Swiss Post is entitled to block and/or cancel the Subscriber's acceptance of the payment methods with immediate effect.

The Subscriber acknowledges that the licensor, acquirer and PostFinance Ltd have the right to enforce compliance with their standards at any time and to prohibit the Subscriber and/or Swiss Post from carrying out all activities that they believe could cause damage to the respective payment system or could lead to a risk of damage (including damage to the reputation or integrity of the payment system or damage due to a breach of the confidentiality obligation). The Subscriber undertakes to refrain from all actions that could interfere with or restrict the rights of the licensor, acquirer or PostFinance Ltd. Swiss Post has the right to terminate the contract with the Subscriber with immediate effect if it receives a corresponding instruction from the licensor, acquirer or PostFinance.

The contract relating to the use of BillingOnline between Swiss Post and the Subscriber shall be terminated immediately, waiving any further obligations of Swiss Post (incl. compensation for costs or damage), if Swiss Post loses its registration as a payment facilitator or the acquirer loses its licence in relation to one of the accepted brands. Any liability of Swiss Post in relation to the cancellation of acceptance is excluded.

© Post CH Ltd, April 2019