

BILLINGONLINE

SUBSCRIBER CONDITIONS

1. Scope

These Subscriber Conditions for BillingOnline (hereinafter referred to as SC BO) govern the business relationship between the Subscriber (online retailer) and Post CH Ltd (Wankdorffallee 4, 3030 Berne, Switzerland; hereinafter referred to as Swiss Post) in relation to the use of the BillingOnline payment solution described below as part of the use of PostFinance Ltd's PostFinance Checkout product.

References to persons apply to both women and men as well as to more than one person.

2. Service

BillingOnline is a payment solution for the Subscriber's entire online payment process.

As part of the PostFinance Checkout product, Swiss Post offers to process payments using the payment methods listed below:

- VISA and Mastercard
- PostFinance Card and PostFinance E-Finance
- TWINT

With BillingOnline, Swiss Post has consolidated a wide range of payment methods, data and cash flows and the technical aspects of transactions in a single service. The Subscriber's net revenue will be paid to his/her account and he/she shall receive a detailed revenue report. The commission price will be deducted directly.

BillingOnline is designed to process payments in Swiss francs.

Swiss Post ensures that the BillingOnline payment solution complies with the applicable specifications regarding PCI DDS.

3. Registration and conclusion of the contract

The contractual relationship enters into force upon completion of registration, the related confirmation of these SC BO and the Subscriber Conditions for PostFinance Checkout and successful verification of the Subscriber. The contract shall be void if the information provided by the Subscriber during registration cannot be verified. The Subscriber cannot claim damages from the contract becoming void.

4. Prices and conditions

The PostFinance Checkout product and the BillingOnline payment solution are subject to a charge, with the exception of the test version. Details on the prices and terms and conditions can be found at the following link under the Commission fee chapter: www.postfinance.ch/en/business/products/accounts-receivable-solutions/postfinance-checkout.html.

5. Specifications on the use of cashless payment methods

The use of the payment methods listed in clause 2 above is linked to certain specifications for the Acquirer. These specifications are set out in the annex to SC BO: Use of cashless payment methods (hereinafter referred to as Annex SC BO). The Annex SC BO forms an integral part of these SC BO and can be accessed at the following link: www.swisspost.ch/billingonline-subscriber-conditions-annex.

The Subscriber is obliged to comply with the specifications set out in Annex SC BO.

6. Communication between the Subscriber and Swiss Post

Communication between the Subscriber and Swiss Post usually takes place via PostFinance Ltd.

7. PostFinance Ltd instructions

PostFinance Ltd is authorized to issue instructions to the Subscriber regarding the use of BillingOnline (see in particular clauses 10 and 12 Annex SC BO).

8. Termination

PostFinance Ltd is authorized to cancel the Subscriber's use of the payment solution and to accept the Subscriber's cancellation of the payment solution on behalf of Swiss Post.

The Subscriber and Swiss Post and/or PostFinance Ltd may each cancel the contract for the BillingOnline payment solution at the end of a month by giving 30 days' notice. Cancellation by the Subscriber must be carried out online or in writing (legally valid signed letter) to PostFinance Ltd and always covers both BillingOnline of Swiss Post as well as the software of PostFinance. Cancellation by Swiss Post or PostFinance Ltd is carried out in writing.

Clauses 3, 10 and 12 of the Annex SC BO shall take precedence over this clause 8.

9. Blocking

The requirements for blocking the PostFinance Checkout product within the meaning of the PostFinance Checkout Subscriber Conditions shall also apply to the BillingOnline payment solution.

10. Retention and deletion of data

Proper delivery of the service requires that certain data be stored in the payment solution for the duration of the cooperation.

After the cooperation has come to an end, Swiss Post shall not be obliged to store or archive information relating to the Subscriber.

11. Liability

The Parties are liable for all damages inflicted upon the other respective Party in connection with this Contract, unless they can establish that they are not at fault. Liability for slight negligence is excluded to the extent permissible by law. Their liability for direct damages is limited to the amount of the evidenced damages. They are not liable for indirect damages, consequential damages, loss of data, third-party claims or loss of profit in the event of force majeure. The complete or partial invoicing of expenses, costs and reimbursements incurred by or charged to the Subscriber as a result of non- or inadequate performance by Swiss Post (e.g. in connection with the processing and settlement of end-customer complaints concerning end-customer payments that were processed incorrectly by Swiss Post) shall remain reserved. The invoicing by the Subscriber is limited to a total of no more than CHF 50,000 for each current calendar year.

Swiss Post will not accept liability for any improper functioning of third-party systems, particularly including the Internet, the software used by the Subscriber and the Subscriber's e-mail either.

Swiss Post will not accept liability for damages or losses resulting from transactions involving incorrect information provided that the incorrectness is not the responsibility of Swiss Post.

A contractual penalty owed by the Subscriber to a third party cannot be claimed from Swiss Post as damages.

The Parties shall bear liability for the conduct of their vicarious agents, third parties engaged by them (e.g. acquirers, payment service providers, subcontractors, upstream suppliers) and substitutes in the same way as for their own conduct.

The Subscriber shall bear liability for damages or losses incurred by Swiss Post or third parties (e.g. acquirers, credit card institutions, payment service providers) through the Subscriber's improper (non-conforming or unlawful) use of BillingOnline. The Subscriber undertakes to fully indemnify Swiss Post against third-party claims brought directly against Swiss Post in relation to a culpable improper use of BillingOnline by the Subscriber. Swiss Post shall inform the Subscriber immediately of any such claims.

12. Data protection and data and information security

When collecting and processing personal data, Swiss Post complies with the current legislation, especially data protection law and the Postal Services Act. It safeguards the data of the Subscriber with suitable technical and organizational measures and treats it confidentially.

It collects, processes and stores personal data only to the extent necessary to provide these services, for the security of operations and infrastructure, for invoicing, and to manage and maintain customer relationships, namely to ensure a high quality of service.

In order to safeguard the payment solution and personal data it contains, Swiss Post takes appropriate technical and organizational measures to prevent unauthorized processing and, in particular, unauthorized access. It applies the respective standards and methods prescribed by the providers for the payment methods offered as part of the payment solution.

The Subscriber is solely responsible for the systems and data processing in his/her sphere of control as well as for their security and protection. The Subscriber is responsible for informing end customers about data processing in connection with the BillingOnline payment solution.

He/she assures Swiss Post in particular that the data he/she supplies to the payment system is correct and that he/she will only deliver payment orders to the payment system for services that have actually been rendered. The Subscriber is prohibited from storing or otherwise processing data relating to means of payment outside the systems provided by Swiss Post.

13. Responsibility of the Subscriber

If the Subscriber processes third-party data in his/her online shop in his/her capacity as an online retailer, he/she is exclusively responsible vis-à-vis the data subjects.

14. Involvement of third parties (processors)

The Subscriber agrees to Swiss Post involving third parties to render services and supplying the necessary data to the third parties involved. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner.

15. System operation

Payments using various payment methods can be processed via BillingOnline. A bug in the system of individual payment methods (e.g. the credit card payment system, PostFinance Card and PostFinance E-Finance, TWINT or a payment service provider) can have a direct effect on BillingOnline. Swiss Post cannot guarantee any resolution times in this respect. Should Swiss Post determine that the bug is not within BillingOnline, it is obliged to take measures within reasonable bounds.

16. Amendments to the SC BO

Swiss Post reserves the right to amend the SC BO and range of services, or to cease services, at any time. Except in the case of urgency, the amendments shall be announced in a suitable manner beforehand. In the absence of written objection within one month of notification, the amendments shall be deemed to have been approved.

17. Severability clause

Should individual provisions of these SC BO be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the parties shall undertake to immediately replace the clause in question by an admissible effective clause which in terms of content comes closest to the original intention.

18. Assignment of rights

The assignment of the contract or of rights or obligations pertaining to this contract shall require written consent from both parties. Swiss Post may assign the present contract or rights and obligations arising from it to another company without the Customer's consent provided Swiss Post controls the company directly or indirectly. Furthermore, Swiss Post is entitled to transfer or assign contracts or claims arising from it to third parties for collection purposes without the Customer's consent.

19. Applicable law and place of jurisdiction

The contract is governed by Swiss law. The UN Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) shall not apply.

The place of jurisdiction is Berne. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Swiss Civil Procedure Code for consumers). Unless otherwise agreed, Berne shall also be the place of performance and the place of debt collection for customers who are not resident in Switzerland.

20. Legal form of publication

The legally binding SC BO which constitute an integral part of the contract are published electronically and can be viewed at www.swisspost.ch/billingonline-subscriber-conditions.

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