

# SUBSCRIBER CONDITIONS

## E-POST OFFICE PAYMENT ORDER TRANSFER FUNCTION

- 1 Area of validity**

These Subscriber Conditions covering the payment order transfer function (hereinafter referred to as the "POTF SC") govern the contractual relationship between the customer (hereinafter referred to as the "Customer") and Post CH Ltd (hereinafter referred to as "Swiss Post") for the use of the E-Post Office POTF platform and the services based on it (hereinafter referred to as "E-Post Office"). The POTF SC supplement the E-Post Office SC. In the event of inconsistencies, the POTF Subscriber Conditions take precedence over the E-Post Office Subscriber Conditions. The payment order transfer function is sometimes also referred to as "payment" in E-Post Office applications.
- 2 Relationship between Swiss Post, the Customer and the bank/financial institution**

With the POTF, the Customer can transfer payment orders electronically from his E-Post Office account to financial institutions, as described in section 6. Swiss Post advises the Customer that the further handling or execution of this type of payment order specifically depends upon his business relationship with the relevant financial institutions. The Customer is aware that financial institutions may subject the handling and execution of payment orders transferred by means of POTF to additional (identification and authentication) checks. The Customer acknowledges that the financial institution may charge fees to process the payment order. The processing of the payment order is governed by the contract between the Customer and the financial institution. Fees raised by the financial institution may be incurred, for example, if the agreed number of free transactions in a given period has been exceeded. The Customer agrees that Swiss Post may transfer the payment orders in accordance with the details it has to the financial institution selected by the Customer, and that the data passes into the sphere of influence of the financial institution at the handover point of the banking interface.
- 3 Customer's obligation to seek clarification**

Swiss Post advises the Customer that financial institutions sometimes prohibit their customers from sending payment orders using the POTF and similar tools. Sometimes making payment orders in this way is only permissible under certain conditions. It is the Customer's sole responsibility to seek clarification from the relevant financial institution as to whether using the POTF is permitted before doing so. The Customer undertakes only to use the POTF for the transfer of payment orders to financial institutions that permit the use of the POTF in the manner intended by the Customer. The Customer is advised that financial institutions often either prohibit or do not recommend the input and/or storage of certain access data on third-party websites. The Customer bears responsibility for any breach of these provisions arising from the e-banking contract.
- 4 No obligation to verify content on the part of Swiss Post**

Using the POTF is exclusively the Customer's responsibility. The Customer acknowledges that Swiss Post does not materially verify the content of the payment orders submitted. If the formal requirements are as described in section 6, Swiss Post merely performs the data transfer in accordance with the details provided by the Customer when a payment order is submitted by the Customer for approval to his financial institution.
- 5 Verification obligation on the part of the Customer**

The Customer has to check all details of the payment order and correct them, if necessary, before transferring it to the financial institution.
- 6 Service description**
  - 6.1** The payment order transfer function  
Swiss Post offers Customers using its E-Post Office online service the option of processing electronically and physically (on paper) incoming invoices via the platform and transferring a payment order to the relevant financial institution. The automatic readout of payment data from an inpayment slip simplifies the transfer of a payment order to a financial institution.
  - 6.2** Description of the process  
The Customer receives electronic invoices in E-Post Office or has physical invoices delivered. For physical invoices, the Customer takes a photo of the invoice using the E-Post Office App and uploads it to E-Post Office. The invoices are now digitally stored in E-Post Office. The Customer can now process his invoices and with a few clicks of the mouse can transfer a payment order to his bank or financial institution. The precondition is an existing e-banking contract with their bank. The institution must be one of the participating financial institutions listed in section 6.3. E-Post Office validates the formal details of the payment order, which include the account number and in the case of an ISR (inpayment slip with reference number) the code line on the inpayment slip. The payment information is displayed to the Customer once it has been captured. Following verification in accordance with section 5 and approval from the Customer, payment information – generally supplemented by a note that it has been recorded using the POTF – is transferred via a secure connection to the financial institution. Swiss Post itself does not make any payments. It transfers the payment order which has been checked and approved by the Customer. The POTF merely transfers payment orders up to a specified value per inpayment slip. The specified value is displayed in the application. The financial institutions process the transferred order in accordance with the conditions agreed with the Customer.
  - 6.3** Supported financial institutions  
Financial institutions to which payment orders can be transferred are listed at <http://epostoffice.ch/zauef>. Swiss Post cannot guarantee the accessibility of these financial institutions. The financial institutions concerned may change their accessibility at any time and without the knowledge or influence of Swiss Post.
- 7 Identification credentials**
  - 7.1** Access to the payment order transfer function  
Access to the POTF is received once users have identified themselves by entering their valid identification credentials for E-Post Office or login details for [swisspost.ch](http://swisspost.ch). Swiss Post cannot check the identity of the person logged in. Hence Swiss Post cannot recognize if a third party rather than the Customer has logged in with the Customer's identification credentials. The following identification credentials are required:
    - a) the Customer's e-mail address;
    - b) the personal password chosen by the Customer, and
    - c) the single-use, additional code per transaction sent by Swiss Post as an mTAN (mobile transaction number) to the Customer via the mobile phone number specified by the Customer that must be entered after entering the valid e-mail address and valid password. We reserve the right to introduce other identification credentials. The payment order can usually only be transferred to the financial institution if the Customer has also identified himself using his e-banking contract number or username and password from the financial institution concerned as well as any other security features specified by the financial institution.

- 7.2 Inclusion  
Customers who have identified themselves (self-identification) in accordance with section 7.1 are authorized vis-à-vis Swiss Post to use the POTF. In principle, Swiss Post will transfer all payment transfers that are made once valid authentication has taken place. Swiss Post may at any time and without giving reasons, refuse to transfer payment orders entered and verify the Customer's identity by other means.  
**The Customer accepts without reservation all payment order transfers submitted as authorized by him which have been entered and approved using his identification credentials within the framework of the POTF.** Cases in which Swiss Post has wilfully or negligently failed to recognize shortcomings in terms of authentication remain reserved.
- 8 **Customer's duty to exercise due diligence**  
The Customer must change his password at regular intervals. The password must not be a code that is easily ascertainable, such as a series of numbers relating to the personal details of the Customer (e.g. telephone number, date of birth, etc.).  
The Customer acknowledges that Swiss Post will never ask him via e-mail to divulge all or some of his identification credentials. Such e-mails should never be answered by the Customer.  
As soon as the Customer has received the activation code to authenticate the mobile phone selected via mTAN, he must carry out the activation immediately following the instructions given by Swiss Post. The identification credentials are to be kept secret and protected against misuse by third parties. Passwords must not be displayed or stored unprotected on the Customer's device.  
The Customer shall not divulge his identification credentials to a third party.  
The Customer bears the risk arising from the (improper) use of the identification credentials.  
If there is reason to believe that an unauthorized party knows the Customer's authentication features or has gained unauthorized access to the platform or individual functions offered on it, the Customer shall notify Swiss Post Customer Service immediately and change the password.  
If there is any indication of unauthorized persons having obtained access to the Customer's device, they shall not use that device for the POTF until such time that the access problem has been resolved. The Customer shall check as appropriate whether the payment orders made and approved via the POTF have actually been carried out by his financial institution.  
In the event of any losses, the Customer must do everything in his power to solve the problem and minimize the losses. In the event of a criminal offence he must notify the police.
- 9 **Communication via the Internet and return transfers by financial institutions**  
The Customer acknowledges and accepts that the data is transferred via an open network accessible to everyone (the Internet). The data is therefore transferred across borders to some extent without the ability to control activity, even if both the sender and the receiver systems are located in the same country.  
The data packets are encrypted when transferred.  
Depending on the financial institution, a payment order transferred to a financial institution using the POTF may result in the Swiss Post systems receiving a response from the financial institution. The response will be displayed to the Customer in E-Post Office. It may contain some of the following information (list not exhaustive, depending on the financial institution concerned):  
– Payment order received  
– Payment order sent  
– Payment order rejected  
– Payment order executed (paid)  
With each connection established with the financial institution, the Customer also requests a status message from the financial institution concerned on the terms listed above and to the extent shown. The response can also be manually requested for individual payments.
- 10 **POTF security and risks**  
Like E-Post Office, the POTF maintains a high standard of security. It comprises a multi-level security system and only transfers encrypted data. This ensures that the data cannot as a rule be viewed by unauthorized persons. Nevertheless, absolute security cannot be achieved, even if the systems always use the latest technology. More spe-

cifically, the Customer's infrastructure may prove to be a significant weakness, over which Swiss Post has no control.  
The Customer confirms that he uses the POTF in full knowledge of the following risks in particular: 1. Inadequate systems procedures could facilitate access by unauthorized third parties. 2. The possibility that third parties (such as Internet service providers) could create records of the transfers made via the POTF cannot be ruled out. 3. There is a risk of unauthorized persons gaining access to the Customer's device or system during Internet use. 4. Using devices connected to the Internet may result in contamination by malware.

- 11 **Involvement of third parties**  
Swiss Post may engage third parties at any time to provide the POTF service.
- 12 **Swiss Post exemption from liability**  
As permitted by law, Swiss Post does not accept any liability for damage or loss as the result of incidental or ordinary negligence on the part of the Customer. Swiss Post does not accept liability – to the extent permitted by law – for direct, indirect or consequential damage or loss or loss of data. Furthermore, Swiss Post does not accept any liability for damage or loss caused by auxiliary personnel and third parties engaged by it (e.g. sub-contractors, suppliers, etc.) as a result of slight or moderate negligence. To the extent permitted by law, Swiss Post does not accept liability for damage or loss as a result of improper use of the POTF (in breach of contract or law).  
The disclaimers described above apply to both contractual and non-contractual claims. Claims in respect of product liability and personal injury remain reserved.  
Swiss Post does not accept liability to the extent that is permissible by law for losses incurred by the Customer arising from transmission errors, incorrect notifications received from financial institutions in accordance with section 9, force majeure, technical defects or malfunctions particularly due to lack of Internet connectivity, unlawful interventions in telecommunication devices and networks, overloading of the network, wilful blockage of electronic channels by third parties, interruptions or other shortcomings.
- 13 **Changes to services and blocking of access**  
Swiss Post may at any time change, update or develop the services provided. Furthermore, Swiss Post may suspend, partly or in full, access to the POTF at any time and without prior notice or limit its availability on technical or legal grounds (e.g. due to legal or regulatory requirements, in compliance with an official order or for security reasons). The Customer will be notified as appropriate as regards any restriction or related lifting.
- 14 **Misuse**  
If there are any indications of conduct in breach of the contract or law, Swiss Post may request the Customer to use the service in compliance with the law and the contract, change, restrict or otherwise modify the provision of services without prior notice, cancel the contract without notice or compensation, and may even submit claims for damages as well as exemption from third party claims.
- 15 **Data protection**  
Generally, the E-Post Office SC data protection requirements shall apply.  
**The Customer agrees that Swiss Post may transfer customer data (last name, first name, date and time of payment order transfer, amount) to the relevant financial institution as part of support services to rectify any damage or loss.**
- 16 **Term, termination**  
The agreement for the use of the POTF is concluded for an indefinite period of time. It can be cancelled by the customer at any time subject to a notice period of 30 days. Swiss Post may also terminate the agreement without stating any reasons and subject to a notice period of 30 days. The provisions of section 14 remain reserved. The termination of the "Login Customer Center" service or the E-Post Office service automatically terminates this contract.

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