

General Terms and Conditions

E-Post private customer platform

(version for closed public phase 2020)

1. Scope

These E-Post General Terms and Conditions (hereinafter referred to as the "GTC") govern the contractual relationship between the Customer and Post CH Ltd (Wankdorffallee 4, 3030 Berne, Switzerland, hereinafter referred to as "Swiss Post") for the use of the E-Post platform and the services based on it (hereinafter together referred to as "E-Post"). The service is essentially geared towards customers in Switzerland and is not actively offered in Europe. The GTC complement the "Customer Center Login" GTC. In the event of any inconsistencies, the "E-Post" GTC take precedence. The "Customer Center Login" GTC are published on the www.swisspost.ch/gtc website. References to persons apply to both women and men as well as to more than one person.

2. Subscriber and usage requirements

2.1 General

A valid Swiss Post Customer Login account is required to register for and use E-Post. To use E-Post, the Customer requires an e-mail address, a mobile phone number and Internet access (exclusively an iOS operating system).

2.2 Registration with "Customer Center Login"

To use E-Post, the Customer must be registered for the "Customer Center Login" services.

2.3 Accepting the GTC

These GTC must be accepted by the Customer as part of the registration process. They will become a component of the contract. Swiss Post may reject registration applications without stating the reasons.

3. Service description

The intelligent E-Post platform takes care of private post and makes paperwork easy.

E-Post makes it possible to process post digitally, pay invoices easily and securely and store documents in a central and protected location, and provides an overview of your finances. E-Post efficiently integrates functions that are tailored to your personal needs.

3.1 Data upload

The Customer can upload his own files from his device to his folders in E-Post. The Customer is responsible for the content and, in particular, the lawfulness of the files and information uploaded by him; in particular, section 3 of the "Customer Center Login" GTC shall apply. As part of the upload procedure, Swiss Post checks the files for malicious programming code (e.g. viruses, malware, etc.) and reserves the right to prevent the upload of files affected by malware.

3.2 OCR text recognition

The files are edited with licensed file formats using OCR (text recognition). The information obtained from OCR and the original files will be saved in a new file in a different file format.

3.3 Semantic recognition and indexing

Files and mail items are semantically analysed and indexed. The relevant searchable key words obtained in this way are stored in a database. Semantic recognition and indexing forms the basis of the payment order transfer function and functions such as the full text search. Data obtained in this way is used to perform these functions only and is used for no other purpose.

4. Customer obligations

The Customer undertakes not to breach any contractual or legal obligations when using E-Post. Acknowledging as well as safekeeping and saving of documents and consignments are the sole responsibility of the Customer. Furthermore, the Customer is reminded of his obligations in accordance with the "Customer Center Login" GTC. In particular (but not exclusively) the following "Customer Center Login" GTC sections also apply to E-Post: "Safekeeping of access data", "Responsibility for the contents", "Measures to prevent unauthorized interventions", "Observance of jurisdiction", "Changing personal login data" and "Release and indemnification".

5. Costs for customers

As a rule, the service is free of charge. Swiss Post may charge fees for services based on E-Post and for further additional services. The offer of value-added services and the associated fees are communicated to the Customer in advance in a transparent manner.

5.1 Blocking of access to E-Post

Swiss Post is authorized at all times to temporarily or permanently block a Customer's access to E-Post if there is specific evidence that the Customer is breaching applicable law or the obligations under these General Terms and Conditions and the "Customer Center Login" GTC when using his account. The Customer will be informed of the block and any lifting of the block by e-mail.

6. Term, termination

The contract is of indefinite duration. It may be terminated by the Customer at any time. Swiss Post may also terminate the contract without stating any reasons and subject to a notice period of 30 days. The right to terminate for good cause remains unaffected. The termination of the "Customer Center Login" service automatically terminates the E-Post service.

7. Involvement of third parties

Swiss Post may involve third parties to render services and supply the necessary data to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as Swiss Post itself and may – subject to differing legal regulations – not process the data for its own purposes and only on behalf and on the instructions of Swiss Post. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner.

8. Data protection and postal and telecommunication confidentiality

Swiss Post and the third parties commissioned by it to provide services shall observe Swiss data protection legislation and Swiss postal and telecommunication confidentiality while handling data. Swiss Post operates the E-Post service exclusively in Switzerland.

It safeguards customer data 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 so as to ensure a high quality of service.

Personal data may be disclosed to third parties who do not act as a data processor for previously notified processing purposes to the extent that it is legally permissible or with the prior consent of the Customer.

The Customer may request information on the processing of his or her personal data. The Customer has the right to have his or her data deleted or destroyed. He/she may forbid or block the processing of his/her data, provided it is not necessary to render the services he/she has requested. This also applies to the disclosure of his/her data to third parties. The Customer has the right to have incorrect personal data corrected. If neither the correctness nor the incorrectness of the data can be determined, he/she may request a note of objection to be added. If the Customer has expressly consented to further data processing, he/she may revoke this at any time. The legality of the data processing for the entire duration of the valid consent is not affected by this.

All legal provisions which oblige or entitle Swiss Post to process or disclose data remain reserved. If the deletion of the data is not permitted for legal reasons, the data will be blocked instead of deleted.

To assert his/her rights as a data subject, the Customer must contact the following address in writing along with a copy of his/her passport or ID card: Post CH Ltd, Swiss Post Contact Center, Wankdorfallee 4, 3030 Berne.

The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post.

9. Liability

Swiss Post does not accept, as far as permissible by law, any liability or warranty for the service provided. Furthermore, the "Customer Center Login" GTC shall apply. The Customer shall be liable for loss or damage that Swiss Post or third parties incur from the improper use (in breach of contract or law) of E-Post by the Customer. Furthermore, the "Customer Center Login" GTC shall apply.

10. Amendments to the GTC

Swiss Post reserves the right to amend the GTC and range of services at any time. Except in the case of urgency, the amendments shall be announced in a suitable manner beforehand. The app shall not be available to the Customer without approval or acceptance of the GTCs. In such a case of objection, the Customer shall be free to terminate the business relationship with immediate effect.

11. Severability clause

Should individual provisions of these GTC 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 provision in question with an admissible effective provision which comes closest to the original intention in terms of content. The aforementioned shall apply unless it conflicts with consumer protection provisions.

12. Applicable law and place of jurisdiction

12.1 The contract is governed by Swiss law.

12.2 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).

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General Terms and Conditions

E-Post payment order transfer function

(version for closed public phase 2020)

1. Scope

These Payment Order Transfer Function General Terms and Conditions (hereinafter referred to as the "POTF GTC") 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 E-Post POTF platform and the services based on it (hereinafter referred to as "E-Post"). The POTF GTC supplement the E-Post GTC. In the event of any inconsistencies, the POTF GTC take precedence over the E-Post Private Customer Platform General Terms and Conditions.

The payment order transfer function is sometimes also referred to as "payment" or "finance overview" in E-Post 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 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

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 online service the option of digitizing physical documents, processing invoices via the platform and transferring a payment order to the relevant financial institution (currently only Hypothekarbank Lenzburg). 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 a physical invoice. The Customer then takes a photo of this using the E-Post App and uploads it to E-Post. The invoices are now digitally stored in E-Post. 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 his bank. The institution must be one of the supported financial institutions listed in section 6.3.

E-Post 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 financial institutions process the transferred order in accordance with the conditions agreed with the Customer.

The Customer can also view the account balance and payment status using the POTF function. The information is saved in E-Post and displayed to the Customer.

6.3 Supported financial institutions

Financial institutions to which payment orders can be transferred are listed in the app under account settings. 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 or login details for 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
- c) The single-use, additional code per transaction sent promptly by Swiss Post as an mTAN (mobile transaction number) to the Customer via the mobile phone number specified and activated 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.

After initial authentication, a trustworthy connection to the financial institution is established so that entries do not have to be made again. However, the financial institution may require the authentication to be re-entered for payments to identify the payment and Customer. The financial institution can deactivate the connection to E-Post without the knowledge of Swiss Post and the Customer must re-establish it.

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.

As a rule, 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. It may contain the following information in particular (list not exhaustive, depends on the financial institution concerned): — payment order sent – payment order rejected – payment order executed (paid)

10. POTF security and risks

Like E-Post, 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 specifically, 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 involve third parties to render services and supply the necessary data to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as Swiss Post itself and may – subject to differing legal regulations – not process the data for its own purposes and only on behalf and on the instructions of Swiss Post. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner.

The data processors may also be domiciled abroad. Swiss Post guarantees that the data processors will apply appropriate data protection in the destination country.

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

In general, the data protection provisions of the General Terms and Conditions of the E-Post private customer platform, to which these GTC refer, 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 contract for the use of the POTF is concluded for an indefinite period of time. The provisions of section 14 remain reserved. The termination of the "Customer Center Login" service or the E-Post service automatically terminates this contract. A separate termination of the contract for the use of the POTF by the Customer is not possible.

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