



# eBill – Rule Book for Network Partners

Appendix 1 to the Network Partner Master Agreement

## General information

This eBill – Rule Book for Network Partners (“Rule Book”) supplements as Appendix 1 of the existing “Network Partner Master Agreement on the Connection to the eBill Infrastructure as Network Partner on the Part of the Invoice Issuer” between SIX BBS AG and the Network Partner (“Agreement”).

SIX BBS AG (“SIX”) reserves the right to amend and/or supplement the Rule Book at any time with binding effect on the Network Partner. Any changes to the Rule Book must be notified to the Network Partner in a suitable manner at least six (6) months before their effective date. Should the Network Partner be unable to accept or implement a change, it shall have the right to effect extraordinary termination of the Agreement with a notice period of two (2) months with effect as of the effective date of the change pursuant to Clause 11.2 of the Agreement. In the absence of such termination, the Rule Book, as amended or supplemented, shall automatically become an integral part of the Agreement upon its effective date.

## Purpose of the Rule Book

This Rule Book contains rules aimed at providing a fully functional eBill Solution that promotes and supports secure and reliable payment behavior.

These rules are defined and modified by SIX to ensure the use and further development, integrity and interoperability of the eBill Infrastructure and eBill Service and shall form an integral part of the Agreement between SIX and each Network Partner.

## Scope of Content

This Rule Book serves to define all responsibilities assigned to the Network Partner as well as its rights and obligations as a participant of the eBill Infrastructure.

The technical and procedural implementation of the Network Partner’s responsibilities is not part of this Rule Book but belongs to the technical documentation, references to which are made at the corresponding positions.

## Revision History

All changes made to this appendix are listed below, with the version, the date of the change, a brief description and a statement of the chapters concerned.

<b>Version</b>	<b>Date</b>	<b>Description</b>	<b>Chapter</b>
4.1	01.07.2022	Revision due to the extension of the retention period for eBill business cases to 730 days (valid from 19.04.2023).	2.14
4	01.10.2021	Addition of eBill business case type "Donation request". Errata correction: "Invoice Sender" -> "Invoice Issuer".	2.6, 2.10 All
3	05.07.2021	Communications with the invoice Issuer: Use of data for the purpose of market cultivation and within the scope of further development of the eBill service	2.4
2	22.03.2021	Use as little information as possible for registration of a new Invoice Receiver with the Invoice Issuer. Posting conditions are formalized and defined per business transaction type.	2.9, 2.10
1	19.11.2019	First publication	All

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## **1. Actors in the eBill Ecosystem**

### **1.1. SIX**

SIX shall be the operator of the eBill Infrastructure to which Network Partners and financial service providers are connected and via which eBill Business Transactions are processed. SIX shall develop, maintain and monitor this Infrastructure.

### **1.2. Network Partner**

The Network Partner shall be connected to the eBill infrastructure on a technical and contractual basis and be a contractual partner of both SIX and the Invoice Issuer. It shall accept the eBill Business Transactions of the Invoice Issuer in order to submit them to the eBill Infrastructure.

### **1.3. Invoice Recipient**

The Invoice Recipient shall be a natural person or legal entity that receives the eBill Service as part of the customer relationship with a financial service provider via the eBill portal of SIX or in the e-banking portal of their financial institutions, or by means of a respective solution of another financial service provider.

### **1.4. Invoice Issuer**

The Invoice Issuer shall be a natural person or legal entity that submits all forms of Business Transactions (physical, electronic, email) to the Network Partner to be submitted to the eBill Infrastructure.

### **1.5. Software Partner**

The Software Partner shall provide software to Invoice Issuers with the aim of supporting the Invoice Issuer's eBill Business Transactions (e.g. developers of accounting software with a Network Partner connection).

### **1.6. Invoice Recipient's Financial Service Provider**

The Invoice Recipient's Financial Service Provider shall provide the Invoice Recipient with access to the eBill Infrastructure in order to view and process eBill Business Transactions. The Financial Service Provider presents invoices, allows customers to release or reject them, and prepares payment orders upon request of its client and Invoice Recipient or otherwise initiates the payment of invoices or overdue notices.

## **2. Responsibilities of the Network Partner as a Participant of the eBill Infrastructure**

To ensure the consistent functioning of the Infrastructure, all its participants are obliged to perform a range of assigned responsibilities. The following chapter aims to define the scope of responsibilities of the Network Partner. The responsibilities of the Network Partner shall be directly linked to the functioning of the eBill Infrastructure. The technical implementation of individual responsibilities as well as the sequence of the corresponding processes are detailed in the technical documentation.

### **2.1. Definition of the Main Contact Person (MCP)**

The Network Partner shall define a main contact person (MCP) and a deputy. These two persons shall be available to SIX as contact persons for all administrative matters, shall be responsible for the eBill Solution at the Network Partner, and shall have authority to issue instructions to SIX.

The MCP and deputies shall be automatically entitled to support and be informed by e-mail about any maintenance work or fault reports of the Infrastructure. The MCP may individually determine for any other contact person whether such persons should be informed by e-mail about possible maintenance work or fault reports of the Infrastructure and/or whether they are entitled to support. This authorization allows the SIX Support Center to inform the authorized contact persons about the status and content of the data processed for the Network Partner in the event of support incidents.

At least once a year, the Network Partner shall provide SIX with details of the current HAP and deputy as well as all other contact persons and their support authorizations. Changes to the MCP or deputy must be reported by the HAP or deputy to SIX by e-mail without being requested to do so. Until such changes have been reported, SIX shall be entitled to consider the previously reported MCP and deputy as being continuously authorized.

### **2.2. Development, Implementation and Testing of the Interface**

In compliance with the interface specifications provided by SIX, the Network Partner develops the interface for the connection of its system to the eBill Infrastructure ("Network Partner API") independently and implements them in its system. The Network Partner carries out the test and acceptance process according to the requirements defined by SIX. This applies to the initial connection as well as to continuous operational tests.

### **2.3. Integration of the Functionality of the eBill Service into the Network Partner's eBill Solution**

To provide its Invoice Issuers with access to the eBill Infrastructure as a Network Partner, functions of the eBill Service must be integrated into the corresponding solution of the Network Partner. The scope of functions includes both network-relevant and non-network-relevant functions (for a list of all network-relevant functions, see Appendix 3 "Network-Relevant Functions", and for a general overview of all functions, refer to the technical documentation). The Network Partner is obliged to implement at least the network-relevant functions and to offer them to the Invoice Issuers.

### **2.4. Communications with the Invoice Issuer**

Since there is no contractual relationship between SIX and the Invoice Issuer, the Network Partner shall contractually regulate and coordinate the communications regarding the eBill Service and its own solution with the Invoice Issuer. This shall include among others:

- Information from the Network Partner in the event of support incidents
- Information of the Invoice Issuer about forthcoming maintenance work on the eBill Infrastructure
- Information of the Invoice Issuer if the Network Partner may no longer guarantee access to the eBill Infrastructure (e.g. offboarding of the Network Partner or blocking of the Invoice Issuer by SIX)
- Conspicuous information flows
- Information of the biller that data of the biller can be used for statistical evaluations for the purpose of market cultivation and in the context of further development of the eBill service.

### **2.5. Registration of Invoice Issuers for the eBill Infrastructure**

It is within the area of responsibility of the Network Partner to collect the Invoice Issuer's data for the initial registration into the eBill Infrastructure for the use of the eBill service by means of the eBill solution of the Network Partner.

When collecting the Invoice Issuer data required for registration, the Network Partner shall ensure that all necessary checks have been carried out with regard to the Invoice Issuer.

Furthermore, the Network Partner shall provide SIX a minimum amount of Invoice Issuer data so that the Invoice Issuer may be registered by SIX into the eBill Infrastructure. A complete list of the mandatory information has been defined in the technical documentation and includes for example:

- Full Invoice Issuer company name
- Invoice Issuer name for display in the portal
- Address of the Invoice Issuer
- Credit account of the Invoice Issuer

## **2.6. Authentication of Invoice Issuers for the eBill Infrastructure**

To register an Invoice Issuer on the eBill Infrastructure (Clause 2.5), the Network Partner shall authenticate the Invoice Issuer and provide SIX with a minimum number of authentication proof. Such proofs shall include:

- Proof of the Invoice Issuer's connection to the eBill solution of the Network Partner
- Proof that the legally registered Invoice Issuer's company name and its UID match with the UID register, or if an UID not be available, then comparable proof of the legally valid existence of the Invoice Issuer (e.g. legally valid articles of association or foundation deed)
- Proof of the possibility to credit payments to an Invoice Issuer

The checks necessary for authentication of Invoice Issuers may be outsourced to third parties and do not necessarily need to be performed by the Network Partner.

Non-profit organizations (NPO) are a subcategory of eBill invoice issuers. In order to register an eBill invoice issuer as an NPO on the eBill infrastructure, the network partner must ensure that the foundation is legally valid (e.g. statutes or foundation certificate) and must request legal proof of a non-commercial purpose. This can be a ZEWO certification or a cantonal tax exemption of institutions with a non-profit or public purpose."

Associations that do not meet the above requirements can nevertheless still be registered as invoice issuers, but cannot be considered as NPOs, and therefore as invoice issuers they are only allowed to send eBill invoices for membership fees (and not donation requests).

## **2.7. Granting Invoice Issuers Access to eBill Functions**

Once the Invoice Issuer is successfully registered into the eBill Infrastructure, the Network Partner shall grant the Invoice Issuer access to the eBill functions through the Network Partner API.

The Network Partner's systems must offer the same system availability as the eBill Infrastructure according to the Operating Agreement (Annex 3).



Maintenance work on the eBill Infrastructure by SIX, which limits the availability of the eBill Infrastructure, will generally be performed outside of business hours within maintenance windows and shall be communicated to the Network Partner in a suitable form and with an appropriate advance notice.

Network Partners may on their part give notice of and arrange maintenance windows in a suitable form and duration.

SIX shall be authorized to suspend or block operation of or access to the eBill Infrastructure for the Network Partner or for individuals amongst its Invoice Issuers at any time for important reasons, such as faults, sabotage, risk of misuse, etc. The Network Partner shall ensure that it is authorized to suspend or block operation of or access to the service for its own Invoice Issuers at any time for important reasons, such as faults, sabotage, risk of misuse, etc.

## **2.8. Registration as the Primary or Secondary Network Partner**

Generally, an Invoice Issuer should be enabled to use several Network Partners to work with the eBill Infrastructure. In particular, eBill business transactions may be submitted via any Network Partner.

When creating a new Invoice Issuer that does not yet exist in the system, that Network Partner shall become the primary Network Partner for the new Invoice Issuer. Should an Invoice Issuer have more than one Network Partner, the Issuer must specify which is their primary Network Partner. The Network Partner must notify SIX accordingly. The decision as to which is the primary or secondary Network Partner lies with the Invoice Issuer and is independent of the time sequence of the connection. Should it be unclear which Network Partner is the primary Network Partner for an Invoice Issuer, SIX shall have the right to contact the Invoice Issuer directly. In such cases, SIX shall inform the Network Partner of this action in advance.

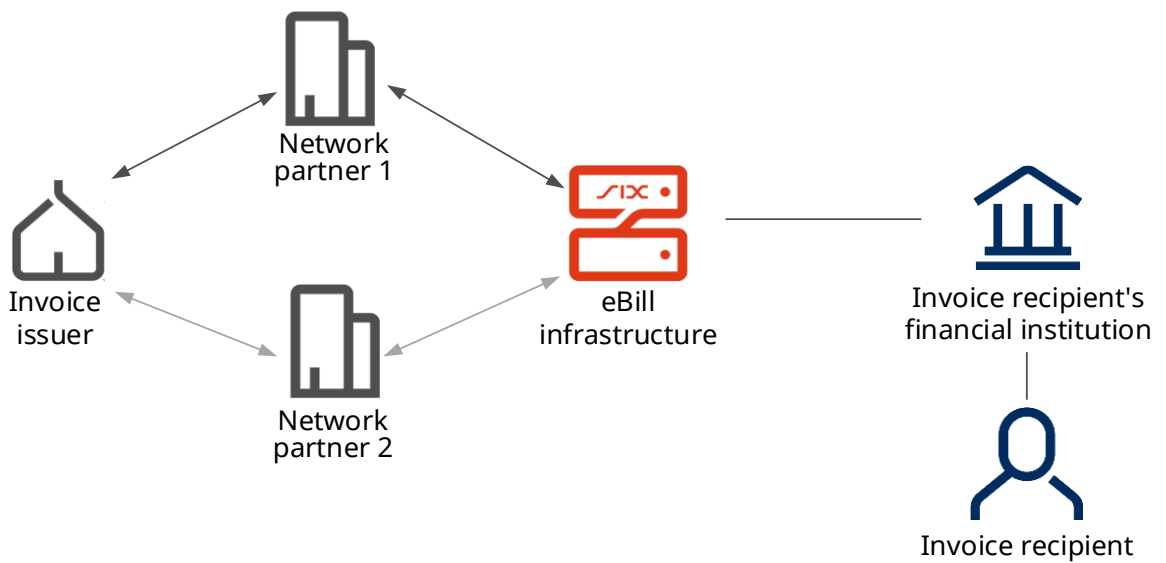


Figure 1: Primary Network Partners

The following functions of the Network Partner API shall always be executed via the primary Network Partner (shown in blue in the figure above):

- The registration of a new Invoice Issuer into the Infrastructure shall be performed via the primary Network Partner. Should the Invoice Issuer already exist, the registration shall be rejected.
- The administration of the Invoice Issuer master data and the Invoice Issuer enclosures shall be reserved for the primary Network Partner.
- Registration and deregistration of Invoice Recipients by an Invoice Issuer shall be handled by the primary Network Partner. The primary Network Partner shall provide the Invoice Issuer with information about all such Invoice Recipient registrations and deregistrations.

As soon as an Invoice Issuer is registered into the eBill Infrastructure via its primary Network Partner, the Invoice Issuer may submit eBill Business Transactions via any Network Partner that grants that access. With the exception of the functions listed above, secondary Network Partners shall be subject to the same regulations as for the primary Network Partner. The eBill Business Transactions and their status shall only be visible to the Network Partner through whom they have been submitted. The necessary contractual arrangements and technical setups shall be agreed upon between the Invoice Issuer and the Network Partner; however, they may not violate the requirements defined in this Rule Book.

## **2.9. Registration of the Invoice Receiver with the Invoice Issuer**

For submitting electronic invoices from an Invoice Issuer to an Invoice Recipient, a connection must be set up between the two parties. The connection shall be referred to as a "Delivery Permit" and the process as "Registration". For the overall interest of the eBill Ecosystem, the Network Partner shall ensure in its agreements with Invoice Issuers that these registrations be processed within 30 days.

Network partners are encouraged to keep registrations as simple as possible and only request registration information from the Invoice Recipient that the Invoice Issuer absolutely needs to process the registration. Therefore, if possible, none and only in exceptional cases more than one additional field should be used. Details can be found in the technical documentation.

## **2.10. Transmission of Business Transaction Data to the eBill Infrastructure**

It is a central function of the Network Partner, as provider of the eBill Solution to the Invoice Issuer, to submit data on the Invoice Issuer's eBill Business Transactions to the eBill Infrastructure.

Network Partners may only submit legitimate eBill Business Transactions to the eBill Infrastructure.

The features of a legitimate eBill Business Transaction shall include:

- Submission by an authenticated Invoice Issuer
- Submission at least 5 days prior to the due date
- Complete information
- Correct data format (see technical documentation)

Submission on behalf of the Invoice Issuer

*The bundling of eBill Business Transactions from several Invoice Issuers in the name of the Network Partner is not permitted.*

eBill Business Transactions may only be submitted if a contractual relationship, partnership, membership or comparable relationship exists between the Invoice Issuer and the Invoice Recipient. The exception to this is the business case type "Donation request", where special conditions apply. The following table lists the valid business case types with their posting conditions:

<b>Business Transaction type</b>	<b>Posting Conditions</b>
Invoice	An Invoice must be based on an existing receivable (e.g. rent, membership fees).
Overdue Notice	It must be a request to pay an existing receivable that is already past due.
Credit Notice	Consists of information concerning a credit notice.
Notification	Consists of information about a payment or a transaction (e.g. guarantee for purchase, credit card statement).
Donation request	Donation requests can only be submitted to the eBill infrastructure by NPOs. Donation requests do not need to be based on an existing claim, as it is a request for a voluntary monetary contribution. However, it is still a prerequisite here that the NPO has lawfully received the email address of the invoice recipient from the latter and that contact for an eBill donation request has been authorized.

SIX shall reserve the right to also charge the Network Partner for eBill Business Transactions that have not been successfully validated. The respective terms and conditions have been included in the Price List (Appendix 4).

The Network Partner shall make status reports on Business Transactions retrievable and accessible to the Invoice Issuer.

## **2.11. Implementation and Testing of new SIX Releases**

With regard to the launch of new releases, SIX differentiates between major and minor releases, as well as releases that affect only portal banks. Only major releases require adjustments by the Network Partner. In most cases, a major release shall comprise the implementation of Network-Relevant functions, since if they are not supported by a Network Partner, it would result in functional restrictions to other Network Partners participating in the eBill Ecosystem.

If SIX makes system changes that represent a major release, the Network Partner shall perform the following steps:

- Perform suitable test processes so that the complete and permanent functionalities of the releases are guaranteed.
- Implement all of the system changes required by SIX within 6 months after the introduction of the major releases. For this period, SIX shall guarantee the backwards compatibility of the interface.
- Ensure that the agreements with Invoice Issuers do not interfere with the implementation of the system changes required by SIX.

## **2.12. Provision of First Level Support for Invoice Issuers**

The Network Partner shall operate a support center or have a support center operated by a third party which may be contacted by Invoice Issuers and SIX in the event of support and service inquiries (detailed information on the support center may be found in Appendix 2 Operating Agreement).

Network Partners ensure the first level support for their Invoice Issuers. SIX does not offer direct support to Invoice Issuers. Specific inquiries of Invoice Issuers shall not be answered by SIX. Invoice Issuers are to be referred to their respective Network Partner.

To ensure the quality of the service, the support personnel must be trained sufficiently about the functions of the eBill Service and the Network Partner's own solution.

## **2.13. Measures Taken to Prevent Fraud and Misuse**

The Network Partner shall implement appropriate measures to prevent cases of fraud and misuse. The Network Partner shall immediately inform SIX already in suspected cases.

For the interest of the entire system, the Network Partner shall ensure that:

- irregularities in the conduct of the Invoice Recipients be identified, e.g. by frequently rejecting invoices of an Invoice Issuer
- irregularities in the conduct of the Invoice Issuers be identified, e.g. by deviation from the number of Business Transactions per Invoice Issuer or change of the date of the submission

## **2.14. Deregistration and Termination of an Invoice Issuer**

The Network Partner shall maintain the agreement with the Invoice Issuer for invoices already submitted to the eBill Infrastructure until they have been fully processed or automatically deleted. The Network Partner shall deregister the Invoice Issuer within a reasonable period of time before the Invoice Issuer's termination takes effect to ensure that open eBill Business Transactions may be processed.

For a deregistration, the Invoice Issuer is not deleted, but set to inactive in the eBill Infrastructure. Subsequently, that Invoice Issuer may no longer submit any eBill Business Transactions and may no longer be discoverable in the Invoice Issuer list of the eBill portal.

Invoice Issuer data and all data associated with the Business Transactions shall be automatically deleted 730 days from the Issuer's deregistration from the eBill Infrastructure. The exact period is determined by contractual or legal obligations and is subject to cases in which a longer retention period must be ensured due to overriding interests. Similarly reserved are cases in which the invoice recipient has explicitly instructed its financial institution or SIX to retain the data for a longer period.

The Network Partner shall notify the Invoice Issuer that a switch to another Network Partner may be made within 366 days from deregistration without losing Invoice Issuer data.

### **2.15. Enabling an Invoice Issuer to Switch to Another Network Partner**

The new Network Partner shall notify SIX that a switch of an Invoice Issuer to their new Network Partner has taken place. The previous Network Partner shall facilitate the change.

### **2.16. Proper Processing of Business Transactions upon Termination of the Contractual Relationship between SIX and a Network Partner**

Should the contractual relationship between SIX and a Network Partner be terminated, it must be ensured that ongoing eBill Business Transactions can be processed properly and that Invoice Issuers have the opportunity to find alternative solutions for submitting their eBill Business Transactions within the eBill Ecosystem. For these reasons, the Network Partner shall inform the Invoice Issuers about termination in a timely manner and process the existing Business Transactions properly prior to termination. This obligation shall also apply to extraordinary terminations.

SIX will withdraw the Network Partner's right to access to the eBill Infrastructure on the stipulated termination date.

## **3. Information Processing**

The contractual partners shall comply with the following information processing requirements:

- No disclosure of confidential information of the other party, unless the other party has expressly allowed/requested this or there is a corresponding legal obligation.
- Taking reasonable technical and organizational measures to protect the confidential and proprietary information of the other party and treat it with care that is commensurate with the respective information.
- Forwarding confidential information only to the extent needed and to the employees who need it in connection with the eBill Service.
- Unless legal record retention requirements prevent them from doing so, return or destruction of originals and all copies of confidential information immediately upon request of the party entitled thereto and, if requested by them, confirming in writing that the documents have been destroyed.
- Should it be required by law to disclose confidential information, the party affected may only disclose the information it is legally required to disclose.
- Processing and transmitting personal data (whether or not they are confidential) in accordance with the Network Partner Master Agreement and in compliance with any applicable law or regulation.
- Reporting any errors or irregularities that a party becomes aware of from the review of personal data processing results.

#### **4. Violations by the Network Partner of its Responsibilities and Obligations**

SIX shall notify the Network Partner if it is determined that the Rule Book has been or continues to be violated. SIX shall then indicate a point in time by which the Network Partner must remedy the violation. The notification to the Network Partner by SIX shall contain in particular:

- Description of the violation
- Measures to be taken by the Network Partner to remedy the violation

SIX may request the Network Partner to submit a plan that remedies the violation.

Should the Network Partner repeatedly violate material obligations under the Agreement or fail to remedy conditions contrary to the Agreement despite notification and setting a reasonable deadline, SIX may terminate the Agreement. In exceptional cases and in cases of particular severity, one-off breaches of the Agreement may also justify the termination of the contractual relationship.

## 5. Appendices

<b>Reference</b>	<b>Document</b>
Annex 1	Rule Book (present document)
Annex 2	Operating Agreement
Annex 3	Network-Relevant Functions
Annex 4	Price List



SIX BBS AG  
Hardturmstrasse 201  
P. O. Box  
8021 Zurich

[www.six-group.com/banking-services](http://www.six-group.com/banking-services)  
[www.ebill.ch](http://www.ebill.ch)

**Support queries**

T + 41 58 399 4800

[banking-support@six-group.com](mailto:banking-support@six-group.com)

From Monday to Friday from 8:00 am to 12:00 pm and from 1:00 pm to 5:00 pm  
(excluding national and cantonal holidays)