

General Terms and Conditions

DirectFactory

1 Area of validity

Swiss Post offers the design, print and dispatch of printed matter (hereinafter referred to as "services") via its DirectFactory portal (www.directfactory.ch). These General Terms and Conditions (GTC) govern the legal relationship between Swiss Post and its customers (hereinafter referred to as "Customer") when using the DirectFactory online service. The act of accepting an order from the Customer creates a contract between the Customer and Swiss Post. This is based on the order data that the Customer enters on the DirectFactory website and the DirectFactory user terms and conditions set out below. Subsidiary agreements or departures from the terms and conditions set out below will only be valid where this has been expressly agreed in writing.

2 Service offering

Swiss Post's services may only be used for shipping addresses in Switzerland. Swiss Post will provide the agreed services in accordance with the terms set out below and the Swiss Post General Terms and Conditions for Postal Services. In so doing, it will apply the due diligence required by law. Swiss Post may engage third parties to perform the services. The services will be advertised on its website or by other suitable means without this giving rise to any claim to complete agreement as regards the product line and the conditions of sale of the individual offerings. Unless otherwise specified, Swiss Post's prices (plus VAT at the rate currently applicable for printing and dispatch) will apply.

3 Orders

The offerings advertised on the DirectFactory website will not constitute a contract offer. Furthermore, the information on the DirectFactory website, in brochures or advertising materials, or provided by agents or employees of Swiss Post will constitute no more than an invitation to submit orders. The Customer can design his/her printed matter on the DirectFactory website and place an order by completing the online form. The information provided by the Customer must be accurate. If the information is unclear, the Customer may be contacted for clarification purposes.

The Customer will make the information necessary to process the order available to Swiss Post promptly and will observe the various format requirements (i.e. as regards size and format of the data) as set out on the DirectFactory website. The Customer will also be responsible for ensuring that the content of the printed matter is not unlawful or immoral.

The Customer's order will constitute an offer to Swiss Post to conclude a contract subject to these terms and conditions. Swiss Post does not have an obligation to accept orders.

A contract comes into being upon explicit acceptance of the order. If the Customer has entered an e-mail address on the confirmation form, Swiss Post will send the Customer an order confirmation by e-mail. The data for the individual orders are stored by Swiss Post for one year and kept ready for potential new orders. They are subsequently deleted without any additional notification being sent to the customer.

In the event that Swiss Post is unable to proceed with the order, it will try to notify the Customer by phone, e-mail or post.

4 Prices

The invoice amount of the relevant order will be indicated on the DirectFactory website and the order confirmation. The value added tax due will be indicated on the order confirmation and will be paid by the Customer.

5 Delivery

Swiss Post will make every effort to send the printed matter in accordance with the production and delivery times stated in the order confirmation. However, a binding dispatch date cannot be guaranteed and hence no liability exists in this respect.

Where the printed matter is to be dispatched by A Mail, B Mail, at the InfoCard tariff or as a B mail bulk mailing, the Swiss Post Terms and Conditions Postal Services will apply (these can be downloaded from www.swisspost.ch).

6 Payment

Customers can pay for the services by the following means:

- Voucher code
- yellowpay from PostFinance (Debit Direct, e-finance or credit card via yellowpay)
- Swiss Post invoice

Where invoices are to be settled using credit card via yellowpay, Swiss Post accepts VISA and MasterCard. In either case the cardholder's name, card number and expiry date must be entered. The conversion rates for foreign currencies are based on the daily rates of PostFinance. Cards will be debited immediately. Swiss Post will not begin providing the services until the Customer's credit card company has approved use of the credit card to pay for the services ordered. Payment by invoice will only be available to authorized customers with a Swiss Post invoice reference number. Payment will also comply with the terms and conditions of the payment method service provider in question.

7 Liability

Swiss Post and its authorized agents will be responsible only for direct loss or damage which they have caused intentionally or through their own gross negligence. In particular, any liability for consequential damages or lost profits is expressly ruled out. If the Customer has not provided the information needed to Swiss Post promptly, the Customer will not be able to submit any claim on the basis of failure to execute the order or delayed or partial execution. The Customer will still be liable to pay for defectively produced shipments. Any shortcomings in the services provided must be reported to Swiss Post immediately. Swiss Post will be entitled to rectify any defects by re-executing the order. If this second attempt is also defective, the Customer will be able to withdraw from the contract or to demand compensation equivalent to the value of the defect. Compensation can only be claimed under the circumstances set out above.

8 Warranty of title

The Customer is responsible for providing data of printable quality. The Customer guarantees that he/she possesses all the intellectual property rights to the data provided to Swiss Post or that he/she has the necessary licence cover. He/she further warrants that to the best of his/her knowledge commercial use of the data for the intended purpose does not infringe the rights of any third parties or contravene any other legal provisions either in Switzerland or abroad. The Customer further affirms that at the time of concluding the contract he/she is not aware of any third-party rights which conflict with execution of the present contract and, in particular, that no copyrights of photographs will be infringed as a result of performance of the contract.

The Customer undertakes to fully indemnify Swiss Post of any claims by third parties relating thereto (infringement of copyrights, infringement of licence agreement terms) at the first

request. The Customer bears the sole and unrestricted responsibility for the content of the mail items which are the subject of the contract. Swiss Post expressly assumes no warranty of title for templates and recipient addresses supplied by the Customer. All addresses stored for a mailing will remain with the Customer. Data or content that are racist, pornographic, glorify violence, illegal, immoral or offensive are not permitted. Swiss Post reserves the right to delete saved templates and user accounts without consultation.

The Customer will be responsible for correctly entering the order data himself/herself. Swiss Post will not be bound to check the data provided. If nevertheless it should subsequently come to light that an order contains inadmissible content, Swiss Post can refuse to deliver the printed matter without any obligation to provide compensation. In this case the Customer will compensate Swiss Post for work already performed and all costs still to be incurred in this connection and especially for any costs occasioned by the destruction of printed matter already created. A claim to this effect on the part of Swiss Post will be offset against the fee paid by the Customer. Any remaining amount will be refunded to the Customer.

9 Data protection and security

The data required for business operations will be stored by Swiss Post, but will be treated as confidential. Swiss Post complies with the provisions of national data protection legislation as regards the entry and processing of personal data in connection with use of the DirectFactory website. All personal data provided by the Customer will be stored on the Customer's account for a maximum of one year. Swiss Post will use the data collected solely for the purposes of providing its services. Any other use of personal information, especially its sale to third parties, is expressly ruled out. The latest security technology will be employed to protect data against unauthorized processing or unauthorized access. No liability can be accepted for the security of data transmitted via the Internet. In the event that Swiss Post engages third parties to provide the services, it will be authorized to make the data necessary for this purpose available to them. The Customer undertakes to keep his/her personal customer account password and any voucher codes safe. Swiss Post accepts no liability for the improper use, misuse or loss of the password or a voucher code. The Customer will be responsible for ensuring compliance with all data protection legal requirements relating to the personal data of third parties (notably recipient addresses) provided by the Customer for the provision of the service as contracted.

10 Data gathering

Use of our online services is recorded. This serves to compile statistics and help us gear our offering even more closely to customers' needs. In some cases we work together with companies who process data outside Switzerland. However, the recorded information does not contain any details that allow conclusions to be drawn about specific persons. Only in exceptional cases of serious misuse will the authorities ask the computer centre operators to allocate an IP address to the person in question. However, adequate consideration is taken of Swiss data protection laws in selecting these companies and in defining the technical and organizational measures.

11 Force majeure

Swiss Post accepts no liability where it is prevented from performing its obligations under a contract due to force majeure or other circumstances beyond its control. If a delay should occur due to force majeure or other circumstances beyond its control, Swiss Post will meet its obligations as soon as can reasonably be expected under these circumstances.

12 Applicable law and place of jurisdiction

These terms and conditions and all contracts concluded in accordance with them will be subject to Swiss law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG, "Vienna Sales Convention"). Swiss Post will make every effort to resolve any disputes that may occur quickly and unbureaucratically. The sole place of jurisdiction for any disputes arising from or in connection with these terms and conditions and the individual contracts will be Berne – unless otherwise stipulated by mandatory statutory provisions.

13 Supplementary provisions

In addition, the Swiss Post General Terms and Conditions for Postal Services and the legal disclaimer regarding use of the website will also apply (both of these can be downloaded from www.swisspost.ch). In the event that any provision of these terms and conditions or of a contract should be or become invalid or unenforceable, the remaining provisions will remain unaffected. In this case, both parties undertake to agree on a substitute provision, which is as close as possible to the invalid provision from a commercial standpoint. The same will apply in the case of a gap in the provisions of the agreement.

14 Authoritative version

The General Terms and Conditions are issued in German, French, Italian and English. In the event of contradictions, the German version is authoritative.

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