

General terms and conditions "Login Swiss Post"

To facilitate readability the masculine form is used but refers to persons of either gender.

1 Area of validity and service offering

- 1.1 The present General Terms and Conditions govern the principles applicable to the use and payment of Swiss Post services offered on the Internet (hereinafter "Login Swiss Post"); these are to be made available exclusively to registered customers (hereinafter customer). These services may be utilized only electronically and in accordance with the provisions set out below.
- 1.2 A range of different service offerings can be utilized via "Login Swiss Post" services solely within the framework of the relevant specifications. These are described in detail in the Subscriber Conditions and are an integral part of the contractual relationship concluded between the parties.
- 1.3 The services of Swiss Post are generally provided free of charge, subject to the use by the customer of additional chargeable services. In cases in which immediate payment is not effected, Swiss Post may itself check the customer's creditworthiness or have this done by a third party which it has mandated.
- 1.4 Swiss Post may – at any time and without obtaining the customer's explicit consent – alter, supplement or subsequently discontinue the "Login Swiss Post" services. Such adjustments to the service offering are to be communicated to the customer in a suitable manner in advance and in good time.
- 1.5 Swiss Post provides such services as permitted by its operating resources and takes all reasonable and economically and technically feasible measures to safeguard its data and services.
- 1.6 Swiss Post may assign provision of the services, in whole or in part, to third parties, subject to their acceptance of the conditions of use for the service offering in question. In applying for the relevant service, the customer accepts the conditions of use and the transfer of his user data to a third party insofar as these data are necessary for providing the services and/or collecting any outstanding amounts due. The third parties are subject to the provisions of Para. 6 of the General Terms and Conditions. If reminders are to no avail, the outstanding invoice balance may be assigned to a third party for collection.

2 Registration and system access

- 2.1 In order to be able to use the "Login Swiss Post" services in full, the customer must first register with Swiss Post. The information he provides about himself (hereinafter login data) must be full and complete and he must fill in the Swiss Post application form correctly. Only one account may be opened for each e-mail address.
- 2.2 With his application, the customer confirms that he is legally competent or is acting with the consent of his legal representative. Swiss Post is under no obligation to verify the correctness of the customer's information or his identity.
- 2.3 Once registration has been completed, Swiss Post will send the customer an activation code to the e-mail address he has indicated (e-mail activation). In the event that the account is still not activated 30 days after registration, it will be cancelled automatically and irrevocably. The first time the login data are used, the customer's account is automatically activated for use of the "Login Swiss Post" services. At the same time, the present General Terms and Conditions are deemed to have been accepted without reservation.
- 2.4 Certain "Login Swiss Post" services require additional verification within 30 days of the address data, which is effected by delivery of a postal item with the data for letter activation. Until the customer has done this, the scope of the services to which he has access is reduced or access may be denied completely.

- 2.5 Swiss Post may refuse applications without stating any reasons or may suspend access to the "Login Swiss Post" services at any time if there is any doubt about the correctness of the customer data or about the proper use by the customer of the "Login Swiss Post" services.

3 Principles of use and responsibility for content

- 3.1 The customer is responsible for ensuring that his access data are kept safely. He must ensure their confidentiality and must prevent third parties from gaining access to them. In addition, he will change the password at regular intervals, especially should there be signs of misuse by unauthorized persons.
- 3.2 The customer is responsible for the content (pictures, speech and data) which he transmits to third parties via the "Login Swiss Post" services or makes available for editing or downloading. Swiss Post is entitled to transmit to third parties and/or delete content and information should this be required by provisions of the law or by order of the authorities.
- 3.3 The customer must take the necessary precautions to prevent unauthorized interference in third-party systems and the spread of computer viruses. In particular, he shall ensure that equipment and devices in his possession which are employed for utilizing the services provided by Swiss Post are protected against unauthorized access and third-party manipulation. Swiss Post may take measures to prevent misuse, including temporary suspension of access to the "Login Swiss Post" services.
- 3.4 The customer undertakes to comply with the Swiss and foreign legal requirements in using the services provided by Swiss Post. In particular content and activities are forbidden which
- are in breach of existing law (e.g. criminal law, personal rights, intellectual property rights);
 - are libellous or offensive;
 - infringe the privacy of third parties;
 - constitute unsolicited bulk mail or advertising;
 - contravene in any way the General Terms and Conditions or the interests of Swiss Post.
- 3.5 The customer must immediately report changes to his login data and must not enable any unauthorized person to access his "Login Swiss Post" account. In addition, he undertakes to inform Swiss Post as soon as possible of any possible illegal or improper use of the "Login Swiss Post" facility and the services offered thereon.
- 3.6 The customer must indemnify Swiss Post and release it of all liabilities and claims made by third parties for culpable breach of their rights by the customer's content or other unlawful activities on his part.

4 Online payment and customer account

- 4.1 The use of additional chargeable services by the customer is dependent on online payment in a manner acceptable by Swiss Post or on a sufficient credit balance in the customer's account. If the credit balance is not sufficient for reimbursement of the amount owed, the order may be refused or access to the account suspended.
- 4.2 No interest is paid on the customer's credit balance. When the account is discontinued, any credit balance will be transferred to the customer's postal or bank account. Balances up to and including CHF 5.00 will not be reimbursed.
- 4.3 If the customer pays by credit card, he authorizes Swiss Post to assign its claims to the credit card company in question. In this case, the terms and conditions of the credit card contract shall apply.
- 4.4 Payment by invoice will only be offered to the customer if the invoice amount is at least CHF 20.00, the invoice does not exceed the monthly maximum of CHF 1500.00 and the customer is found to be credit-worthy, as per Para. 1.3 above. Swiss Post reserves the right not to offer payment by invoice to a customer without stating any reasons.
- 4.5 Swiss Post may request payment of outstanding amounts by means of a periodic collective invoice, especially if the credit balance is not sufficient to cover the amount due. Unless otherwise indicated, invoices

of Swiss Post are payable within 10 days of their being sent to the customer, including any reminder and late-payment charges of Swiss Post.

- 4.6 The debtor undertakes to pay in full amounts due on time. All reminder charges and other expenses incurred in connection with the collection of amounts due are chargeable to the debtor. The debtor takes note that, in the event of unsuccessful reminders, the invoice balances due may be assigned to a company mandated to collect debts and that this company will claim the unpaid amounts in its own name and for its own account.

5 Data protection and data security

- 5.1 Swiss Post takes due account of the provisions of Swiss data protection legislation in the gathering and processing of personal data.
- 5.2 In order to ensure an offering that meets market requirements, the customer gives his consent to Swiss Post gathering and processing his application and user data for market research, consulting and advertising purposes. Swiss Post may compare such data in anonymous form with user information of third parties or may produce user statistics or inform third parties of such statistics.
- 5.3 The customer's personal data may not be given to business partners, sponsors or other third parties without the customer's prior explicit consent. The involvement of third parties is subject to Para. 1.6 above; these third parties must be governed by the same obligations with regard to data protection as Swiss Post itself.

6 Disruption of service

- 6.1 Swiss Post is responsible only for its own IT infrastructure and the "Login Swiss Post" services it offers; it is not responsible for the services of third parties that are necessary for gaining access to the Internet or for the accessibility of websites.
- 6.2 Swiss Post will correct technical problems as quickly as possible. It will inform customers of disruptions of service that are necessary for remedying defects, undertaking service work, introducing new technology, etc. It will make every effort to minimize the duration of such disruptions and, wherever possible, will time them for periods when there is little Internet traffic.
- 6.3 The customer will inform Swiss Post as quickly as possible of any breakdowns or disruptions of the system. He will have to bear the costs of such disruptions if he has requested the support of Swiss Post and/or the cause of the disruption is due to defects or mistakes in the equipment he is using.

7 Guarantee and liability

- 7.1 Swiss Post accepts no liability to the customer or third parties for non-fulfilment or faulty performance of the agreement, provided this is not intentional or due to gross negligence. In particular, Swiss Post accepts no guarantee for uninterrupted service, for service at a particular time or for the authenticity and integrity of the data and information stored or transmitted via its system or the Internet. Likewise, liability is excluded for accidental disclosure or damage to or deletion of data and information which are sent and received via its system or stored there. The same applies to any contractual or other relationships which have come about between the customer and providers of goods and services via the customer's account.
- 7.2 Swiss Post is not liable to the customer or his contractual partner for any claims or damages in relation to third parties. In particular, all liability is excluded for any losses or damages caused by the loss of data or information or by the impossibility of accessing the Internet or the "Login Swiss Post" services or of sending and receiving information as a result of delays, failures or interruptions to the services of Swiss Post.
- 7.3 The customer is liable to Swiss Post for damages arising from the non-fulfilment or faulty performance of his contractual obligations unless he can prove that he is not at fault. Likewise, he undertakes to indemnify Swiss Post from all claims of third parties resulting from the unlawful nature of content which the customer has stored under his account or has transmitted to third parties via this account. The indemnifi-

cation includes the obligation to indemnify Swiss Post completely from legal costs (e.g. court and lawyers' costs).

8 Duration of agreement

- 8.1 The agreement is concluded for an undetermined period. It may be terminated at any time by the customer with immediate effect. Swiss Post may terminate the agreement without stating any reasons, giving 30 days' notice. The termination of the agreement leads to the immediate cancellation of the authorization to use other services to which the customer is entitled by virtue of his application for the "Login Swiss Post" services. This does not include services with fixed periods or invoice cycles which cannot be cancelled until they are completed.
- 8.2 Swiss Post is entitled to suspend the customer's access to the "Login Swiss Post" services and the related additional services without prior notice if the customer is late with payment or is otherwise in breach of his obligations. Moreover, Swiss Post may delete accounts on which the customer has not logged in for six months.
- 8.3 The contractual relationship can be terminated, after an ineffective written warning, at any time without notice and with no damage claims against the terminating party for important reasons, in particular serious breach of obligations by the other party.

9 Additional provisions

- 9.1 Swiss Post may amend the present General Terms and Conditions at any time. The customer will be informed of the amendments in writing or in another suitable manner. The amendments are considered to be accepted if the customer does not object in writing within one month. An objection is equivalent to termination of the agreement and leads automatically to its cancellation after a further month and to the immediate deletion of all content and information and any of the customer's accounts and addresses.
- 9.2 The present General Terms and Conditions are issued in English, German, French and Italian. In the event of discrepancies, the German version is authoritative.
- 9.3 Only Swiss law is applicable. The UN Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded. The sole legal venue and place of performance is Berne, Switzerland. This is subject to conflicting mandatory legal provisions.

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