

General Terms and Conditions

MyNewspaper

1 Scope

- 1.1 Through its MyNewspaper website (www.mynewspaper.ch), Swiss Post offers its customers the option of compiling their own personal newspaper from content selected from sections of various newspapers ("content"). Swiss Post collates the selected content, prints the personalized newspaper and delivers it to the Customer in physical or electronic form ("services"). These General Terms and Conditions (GTC) define the establishment and content of the legal relationship between Swiss Post and its customers in the context of the use of the services offered on the MyNewspaper website.
- 1.2 By registering in accordance with section 3 below, the customer accepts the validity of these GTC and the principles and general conditions governing the service in question. The currently applicable GTC can be accessed at any time on the MyNewspaper website. Swiss Post expressly reserves the right to amend these GTC at any time. Customers will be alerted to the amended GTC on the MyNewspaper website.

2 Services offered

- 2.1 Swiss Post offers a personalized newspaper in the form of MyNewspaper. Swiss Post publicizes the services on the MyNewspaper website or by some other appropriate means. Swiss Post reserves the right to make improvements and changes to the services offered at any time. Swiss Post may delegate service provision to third parties.
- 2.2 Customers who have a MyNewspaper customer account (see section 3 GTC) have access to a range of different fee-paying or free services. The content and scope of the individual services are determined by the contract concluded between the customer and Swiss Post and by these GTC.
- 2.3 In principle, the MyNewspaper website is available 24 hours a day, seven days a week. Swiss Post reserves the right to restrict these operating hours or to temporarily suspend them for technical reasons.

3 Registering to use MyNewspaper

- 3.1 To use the services, the customer first needs to register on the MyNewspaper website. Once the required registration data has been entered, the customer will be assigned a personal MyNewspaper customer account (identification consisting of user name and password) and online access to the account will be activated. Registration is free of charge.
- 3.2 In principle, only natural persons are entitled to use the service. Other types of uses, including in particular the automated retrieval of information and its dissemination in other systems, are permitted only with Swiss Post's consent, which may be revoked at any time. Legal entities wishing to open an account are required to obtain Swiss Post's consent before doing so. Setting up MyNewspaper accounts under pseudonyms, fictitious names and linking such accounts to anonymous e-mail accounts is not permitted. In principle, the services of MyNewspaper are also available to natural persons residing outside Switzerland (see section 6 below for restrictions on services offered in this context).

- 3.3 Customers undertake to use the identification assigned to them in compliance with the contract and not to make it accessible to third parties in any way without Swiss Post's written consent. Customers are responsible for safeguarding the ID assigned to them. Swiss Post rejects all liability for losses suffered by customers as a result of the misuse or loss of the identification assigned to them.

- 3.4 Swiss Post's records of the order placed by the Customer shall be deemed to be correct unless investigations into the matter point to transmission errors.

4 Order

- 4.1 All offers of services by Swiss Post are non-binding. The presentation of the offers on the website constitutes a non-binding online catalogue rather than a legally binding offer. The customer can submit an order for the desired content by completing the online form.
- 4.2 The customer's order will constitute an offer to Swiss Post to conclude a contract subject to these General Terms and Conditions. By clicking the order button, the customer submits a binding order for the contents of the shopping basket. Swiss Post is under no obligation to accept orders.
- 4.3 The customer's offer is accepted (and the contract therefore concluded) once payment has been made or once the MyNewspaper ordered by the customer has been sent. Alternatively, Swiss Post may also accept the customer's offer by means of a separate e-mail.

5 Conclusion of the contract

- 5.1 Swiss Post will save the order placed by the customer until it is definitively processed. The customer can view the order in his/her online account.
- 5.2 Each order is based on the data entered by the customer on the MyNewspaper website. Subsidiary agreements or departures from the conditions set out below will only be valid where this has been expressly agreed in writing.
- 5.3 In addition, the legal disclaimer governing the use of the Internet site shall apply (www.post.ch/en/post-startseite/post-disclaimer.htm).

6 Delivery of MyNewspaper

Depending on the instructions given, the newspaper may be delivered in Switzerland at the locations stored in the system with the relevant postcodes, in accordance with the specifications laid down by Swiss Post, or delivered electronically. Delivery times and detailed conditions can be found on the MyNewspaper website. The printed edition of the newspaper will not be delivered outside Switzerland.

7 Prices and payment terms

- 7.1 The customer is required to pay the prices for the use of the MyNewspaper service applicable at the time when the contract is concluded. The price information published in Swiss francs on the MyNewspaper website is exclusive of statutory VAT.
- 7.2 Prices are paid in advance in Swiss francs in accordance with the means of payment specified for all orders from all countries. All payments must be made without deduction and are due 30 days after the invoice date. If payment is delayed, Swiss Post will be entitled to block the MyNewspaper customer account.

8 Data collection and data protection

- 8.1 The data required for transaction processing will be stored by Swiss Post and will be treated as confidential. Swiss Post will use the data collected solely for the purposes of providing the contractually agreed services.
- 8.2 To provide the service, Swiss Post will engage the assistance of newspaper publishers and other third parties. It will be entitled to make the data available to such third parties provided they undertake to process the data for the given contractual purpose and to keep it confidential. The third parties may be based abroad and may process the data outside Switzerland.
- 8.3 In order to provide the customer with the best possible service, technical analysis tools ("CRM systems") are also used. The information acquired from these systems is used by Swiss Post solely for the purpose of improving its services and offerings by matching them even more closely to customer's individual needs. Swiss Post is entitled to make these data available to the newspaper publishers. Swiss Post may also compare these data in anonymous form with information from third parties, prepare user statistics and forward these statistics to third parties.
- 8.4 The latest security technology is used to protect data against unauthorized processing or unauthorized access. No liability can be accepted for the security of data transmitted over the Internet.

9 Guarantee and liability

- 9.1 The content and layout of the newspapers provided will be taken over unchanged and made available to the customer with MyNewspaper. To the extent permitted by law, Swiss Post excludes all liability for the specific content. Responsibility for editorial content rests with the relevant editors or publishers.
- 9.2 Swiss Post assumes no responsibility for ensuring, and does not guarantee, that the functions of the MyNewspaper website will be free from interruptions or faults, that faults will be rectified, or that the MyNewspaper website and the various servers will be free of viruses or harmful components. Swiss Post refuses to accept any liability for such eventualities. The use of such information and data is at the customer's own risk.
- 9.3 Swiss Post and its authorized agents will be responsible only for direct losses or damage which they have caused intentionally or through gross negligence. In particular, any liability for consequential damages or lost profits is expressly ruled out. The extent of Swiss Post's liability shall in any event be limited to the amount the customer was charged for the service in question.

10 Copyright

- 10.1 The customer is aware that third parties (rights holders) hold copyrights over the content made available on the MyNewspaper website.
- 10.2 The press articles (content) are provided exclusively for personal use, i.e. for private and/or internal company documentation and information. In particular, such articles may not be published or otherwise made available to third parties. The content provided may not be used to create or add to a publicly accessible media archive. The complete or partial reproduction, transmission (by electronic or other means), modification, linking or use of the content provided for commercial purposes is prohibited.
- 10.3 Prior to any further use of the content provided, permission must be obtained by the customer from the respective newspaper publishers or rights holders since Swiss Post does not hold the rights to the press articles.

11 Other provisions

- 11.1 These General 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"). The sole place of jurisdiction for any disputes arising from or in connection with these General Terms and Conditions and the individual contracts will be Berne. This applies subject to conflicting mandatory legal provisions.
- 11.2 The General Terms and Conditions are issued in German, French, Italian and English. In the event of contradictions or ambiguities, the German version is authoritative.

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