

General Terms and Conditions

Swiss Post Box

1 Area of validity

These General Terms and Conditions (GTC) govern the relationship between Swiss Post and its customers (hereinafter referred to as «the Customer») with regard to the use of the Swiss Post Box platform and the services based on it (hereinafter «Swiss Post Box»).

2 Subscriber Conditions and terms of use

2.1 Registration

To use Swiss Post Box, the Customer must register online. During the registration process, the Customer must click on the relevant button to accept these General Terms and Conditions. These then become part of the contract and can be accessed on the website www.swisspostbox.com.

The Customer guarantees to provide only truthful information when registering. Should any details change (especially his domicile address), the Customer shall update his data without delay.

The Customer undertakes to verify the data specified during the registration process within a period of 30 days. If he fails to do so, Swiss Post may delete the account in question without prior notice. The costs associated with personal authentication (verification of identity) shall also be borne by the Customer. Swiss Post reserves the right to exempt the Customer from the obligation to verify his identity if he has already been verified by a different means (e.g. SuisseID registration).

Swiss Post may refuse registration applications without stating any reasons or grant some Customers restricted access to Swiss Post Box.

3 Service description

3.1 General

Swiss Post Box enables the electronic receipt of physical letters sent to a specific correspondence address. Swiss Post scans the envelopes and sends the scanned images electronically to an e-mail address specified by the Customer. The Customer determines the next step, e.g. scanning of the content followed by electronic delivery, destruction or forwarding by post to an address specified by the Customer (subject to a fee). A maximum of 10 letters may be forwarded per consignment.

In the case of bound items, e.g. books, newspapers and magazines, Swiss Post scans only the front and back page of each item. The content of bound items is not scanned.

3.2 Excluded mail

Certain types of item may not be received via Swiss Post Box. These include:

In Switzerland: parcels, cash on delivery, personal delivery, debt collection documents, items with postage due or subject to a fee, outpayment orders and court documents.

In other countries: all of the above types of item, especially those requiring personal delivery.

Swiss Post will return any excluded items to the sender or to the Customer's domicile address (subject to a fee), without sending notification to the e-mail address specified by the Customer.

3.3 Power of attorney

The Customer shall authorize Swiss Post to accept any items receivable via Swiss Post Box, including registered mail (R), on his behalf. Swiss Post will provide a signature in the Customer's name for all consignments addressed to the Customer. Items are regarded as having been delivered to the Customer upon their receipt at a correspondence address.

3.4 Loss of a password

If the Customer loses his password, he may set a new password, provided that he answers a security question correctly. If he fails to answer the security question correctly, access to the account in question can no longer be granted.

3.5 Operating times

Consignments are processed on Monday to Friday (excluding public holidays) from 7 a.m. to 5 p.m. Swiss time.

The following days are public holidays in Switzerland: New Year's Day, St. Berchtold's Day, Good Friday, Easter Monday, Ascension, Whit Monday, Swiss National Day, Christmas Day and Boxing Day.

For other countries, the statutory public holidays of the country in question apply, i.e. those of the country in which the correspondence address is located, as well as those of the country in which the items are scanned (currently Germany).

3.6 Connection to IncaMail

Optional connection to IncaMail is subject to the General Terms and Conditions for IncaMail and thus all related provisions. Should the Customer wish to use IncaMail functions, he must open an IncaMail account independently from Swiss Post Box.

4 Customer's obligations

The Customer undertakes not to breach any contractual or legal obligations when using Swiss Post Box. The Customer is responsible for the safekeeping, proper use and quality of his password. He must change his password immediately if he knows or suspects that an unauthorized person could have gained knowledge of or access to it.

The Customer is responsible for the timely acknowledgement of consignments.

The Customer is responsible for informing subscribers of the legal effect of granting power of attorney (see Section 3.3).

5 Correct address format

Items to be sent via Swiss Post Box must be addressed correctly in accordance with the requirements of Swiss Post. If this is not the case, they cannot be delivered.

6 Subscribers

The Customer may register third parties as subscribers in his account. The Customer is liable for all subscribers in his account as he is for his own actions. The Customer is responsible for ensuring that the subscribers comply with these General Terms and Conditions.

Subscribers will be sent an activation code electronically and shall grant Swiss Post the same power of attorney as described for the Customer in Section 3.3.

7 Prices and payment terms

7.1 Prices

The use of Swiss Post Box is subject to charges. The Customer shall bear all costs associated with his account – whether generated by himself or by his subscribers. The prices and pricing models published on the website www.swisspostbox.com apply.

Any fees paid in advance will not be reimbursed if the Customer terminates the contract. No interest is paid on the Customer's credit balance.

7.2 Billing

Bills are to be paid to the account stated in the invoice within 30 days.

If an invoice is not paid despite two reminders, the Customer may be prevented from accessing Swiss Post Box, without prior notice, until the invoice amount has been paid in full.

7.3 Default interest and administration charges

If a payment deadline elapses without payment being made and a reminder has to be sent, the Customer will be charged a fixed administration fee of CHF 20 (incl. VAT) for the second reminder and for any further action required to collect the outstanding sum. Swiss Post reserves the right to charge for additional costs, especially those incurred for debt enforcement, legal proceedings or the blocking of the Customer's account.

If the Customer is in arrears with an amount due, default interest will be charged at seven percent (7%) p.a., in addition to all the costs.

7.4 Credit card payments

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.

7.5 Offsetting

The Customer may not settle outstanding bills from Swiss Post by means of counterclaims.

8 Blocking an account

Should the Customer breach any provisions of these General Terms and Conditions, particularly through non-compliance with payment deadlines or failure to provide proof of identity, Swiss Post may block the Customer's account until he fulfils his obligations or close the account.

9 Notice of termination

9.1 Statutory notice of termination

Use of Swiss Post Box may be terminated by the Customer or Swiss Post at any time, subject to a period of notice of 10 days to the end of a month. Notice of termination must be given in writing.

9.2 Extraordinary notice of termination

The contractual relationship may be cancelled with immediate effect at any time if the Customer repeatedly breaches his contractual obligations despite having received a warning from Swiss Post, or for any other compelling reasons.

9.3 Termination owing to non-use

If Swiss Post Box is not used for one year, Swiss Post reserves the right to terminate the Customer's use of Swiss Post Box subject to a period of notice of 10 days to the end of a month.

Any remaining credit will not be refunded to the Customer. Termination no longer applies if the Customer resumes his use of Swiss Post Box within the period of notice.

10 Clearing an account

10.1 Clearing of an account by the Customer and subscribers

When clearing his account, the Customer must remove all physical items from the temporary archive and delete all data. A fee will be charged for any physical items which are not removed and which the Customer has not ordered to be destroyed. The Customer must inform his subscribers accordingly. He is also responsible for removing the items and deleting the data of his subscribers.

10.2 Clearing of an account by Swiss Post

30 days after an account has been closed, Swiss Post will delete all data definitively and destroy all physical items in the temporary archive.

11 Legal effect of messages and delivery

The legal effect of messages received via Swiss Post Box is determined by the legislation and jurisdiction of the courts. The Customer therefore uses Swiss Post Box entirely at his own risk, especially where the meeting of deadlines is concerned.

The Customer should note that deadlines may be triggered through Swiss Post's receipt of certain items. The time at which the Customer receives notification of the receipt of items is therefore not decisive. Delays can also occur in electronic transmissions.

Items are regarded as having been delivered to the Customer upon their receipt at a correspondence address.

12 Foreign legislation

The legal effect described in these General Terms and Conditions is based on Swiss law.

The Customer acknowledges that the exchange of data outside Switzerland is subject to foreign legislation, and that the consequences may therefore be more far-reaching or less far-reaching than under Swiss law. The Customer is responsible for clarifying the situation.

13 Availability of Swiss Post Box

Swiss Post ensures a high level of availability of the Swiss Post Box platform, but cannot guarantee a specific level of availability.

14 Liability

To the extent permitted by law Swiss Post is not liable for any damages resulting from the use of Swiss Post Box. This includes damage to or loss of items, in particular, as well as incorrectly addressed items.

Furthermore, Swiss Post cannot be held liable for the proper functioning of third-party systems, especially the Internet, software used by the Customer or other e-mail platforms (determined by the recipient).

Swiss Post will not reimburse the Customer for any work associated with changes to the correspondence address.

The Customer is liable for losses or damages sustained by Swiss Post or third parties, which are caused by the improper use of Swiss Post Box (contrary to contractual or legal requirements). If a third party asserts any direct claims against Swiss Post, the Customer undertakes to hold Swiss Post fully harmless. Swiss Post will inform the Customer immediately, should any such claims be asserted.

15 Involvement of third parties

Swiss Post may at any time engage third parties to provide its services.

16 Provision of information to third parties

Swiss Post may inform third parties of the Customer's name and address, provided that they can demonstrate a justified interest in the information.

17 Data protection and postal secrecy

Swiss Post and third parties engaged by Swiss Post to provide services shall act in compliance with Swiss data protection legislation and Swiss postal secrecy when processing data.

18 Amendments to the General Terms and Conditions

Swiss Post reserves the right to amend the General Terms and Conditions at any time. Amended General Terms and Conditions will be provided to the Customer and published at www.swisspostbox.com. The Amended General Terms and Conditions published at www.swisspostbox.com shall take effect if the Customer does not cancel his use of Swiss Post Box within the period of notice.

19 Severability clause

If individual provisions of this contract are found to be invalid or unlawful, the validity of the contract shall not be affected. In this case, the provision concerned shall be replaced with an effective provision which is equivalent from a commercial point of view.

20 Place of jurisdiction

The place of jurisdiction is **Berne**.

For disputes arising from consumer agreements, the court at the place of residence or registered office of one of the parties is responsible for claims brought by the Customer, and the court at the place of residence of the defendant is responsible for claims brought by Swiss Post. Consumer agreements are agreements concerning services to be used by the Customer or his family.

In the case of Customers having their residence or place of business abroad, Berne will be the place of debt collection and sole place of jurisdiction for all proceedings.

21 Applicable law and supplementary provisions

The contractual relationship is governed exclusively by Swiss law.

© Swiss Post, 17 August 2011