

General Terms and Conditions

MAT[CH]move online independent address update

1 Scope and area of application

- 1.1 These General Terms and Conditions (GTC) govern the conclusion, content and execution of contracts between the customers (customer) and Swiss Post (Post) for using the MAT[CH]move online service.
- 1.2 The GTC are an integral part of the contract and are enclosed with the contract. The customer accepts the GTC by signing the contract.
- 1.3 Any customer's GTC are expressly excluded.

2 Post services

- 2.1 The Post provides the customer with encrypted online access to the update data.
- 2.2 The update data includes the most recent Swiss relocation addresses of physical persons which have been reported to the Post and which may be used for address update purposes (relevant approval by the persons concerned), as well as official death notices, insofar as these can be used to update the address.
- 2.3 If the customer requests an old address and if this old address is known on the system and more recent relocation information is available on this old address, the customer can obtain this more recent sending address online.
- 2.4 For searched addresses, the date of the search (status) is shown. This is the date when the Post determined the relevant forwarding address for the invalid address. This forwarding address may differ from the current address, as a search can only find one relocation.
- 2.5 The Post's data management team is available to provide the customer with information by telephone during office hours if the customer has any questions regarding the address update.

3 Customer duties

- 3.1 The customer may only update addresses which already exist in its address book. The customer is aware that the update data contains control addresses.
- 3.2 The customer is fundamentally free to use the updated addresses in its own address book. However, unless otherwise contractually agreed, it is not permitted to
 - make a mere compilation of all or part of its updated relocation addresses accessible to third parties.
 - use its own updated address book as the basis for updating third party addresses.
 A third party is particularly considered to be the parent firm, partner firms, subsidiaries and affiliates, as well as enterprises generally associated within the group.
- 3.3 The customer is responsible for using its password properly. It is liable for all requests made using its user name and password.
- 3.4 It is the customer's responsibility to secure technical online access until login to the MAT[CH]move online website.
- 3.5 If the customer violates its duties stated in point 3, the Post is entitled to enforce a **penalty** of half the annual subscription, but no less than CHF 5,000.00, per breach. Payment of the penalty does not exempt the customer from complying with the contractual obligations. It must be paid in addition to any damage compensation, irrespective of culpability.

4 Rights and scope of use

- 4.1 All rights to the updating data remain the property of the Post. The Post only grants the customer the sole, non-exclusive, non-transferable right to use the update data during the contractual term to the contractually agreed extent.

5 Place of execution and transferral of benefits and risk

- 5.1 The place of execution is the headquarters of the Post's addresses centre in Kriens.
- 5.2 Update data is acquired online via the internet or other data transfers at the benefits and risk of the customer.

6 Prices and payment conditions

- 6.1 The prices are stated in the contract, and are exclusive of VAT.
- 6.2 The Post performs its invoicing according to relocation notification hits. This is done as soon as the invoice amount exceeds a set minimum amount.
- 6.3 A basic annual fee must be paid for the activation, and is not reimbursed in part or in full in the event of a termination.
- 6.4 A set number of hits are included in the basic annual fee. If the contractual relationship ends before these free hits are exceeded, the still unused number of free hits is forfeited without replacement.
- 6.5 The Post's invoices must be paid strictly net within 30 days.
- 6.6 If the customer falls behind with paying a debt, it must also pay a default interest of seven percent (7%) per annum.
- 6.7 The customer cannot offset the Post's claims against any counterclaims.

7 Guarantee

- 7.1 The Post has no influence over the completeness or quality of the updated data, as this is based on voluntary notifications from its customers and official death notices. It therefore excludes any guarantee for the completeness, topicality and postal accuracy of the update data, and therefore particularly also for the deliverability of letters using the updated addresses.
- 7.2 Access to MAT[CH]move online is available 24/7. However, due to technical problems, periodic maintenance work and updates, no specific degree of availability can be expressly guaranteed.

8 Liability

- 8.1 The Post is liable for the careful and faithful rendering of the contractually agreed services. The Post is only liable in the event of deliberate acts or gross negligence. Any other liability, particularly also for subsequent damage or lost profit, is excluded.
- 8.2 The customer is liable to the Post for misuse of the update data. It must compensate the Post for any address update made illegally, including by third parties, for which it is responsible.

9 Data protection and confidentiality

- 9.1 The Swiss Post is not allowed to circulate information provided from customers within the framework of the contractual relationship (online queries of addresses), neither within the Swiss Post affiliated group (Post head office, direct or indirect participation), nor to third parties outside the Post Group.
- 9.2 Both parties treat all facts and information confidentially that are not obviously or generally accessible. In cases of doubt, the facts and information must be treated confidentially. The duty of non-disclosure continues after termination of the contractual relationship, subject to legal duties of disclosure.

10 Commencement, duration and end of the contract

- 10.1 The contract takes effect upon signature by both parties on the contractually agreed day, and is valid for an unlimited time.
- 10.2 The contract can be terminated by either party by setting a 3 month termination period in writing from the end of any calendar month. Any basic annual fees paid are not refunded.
- 10.3 The right to termination without notice for good reason is reserved at all times. Good reasons particularly include:
 - the occurrence of events or circumstances which make it infeasible for the terminating party to continue the contractual relationship, in particular the breach of the obligations in point 3 by the customer or late payment of the invoice;
 - the official publication of initiated bankruptcy proceedings or moratorium on debt enforcement on one of the parties.
- 10.4 At the end of the contract, the customer must immediately, and without being requested to do so, return to the Post all data carriers, documentation and other documents provided to it as part of the contractual relationship, as well as destroy any copies.

11 Changes and additions

- 11.1 Changes and additions to the contract require written form.
- 11.2 Should individual clauses of this contract be incomplete, legally invalid, or infeasible for legal reasons, this does not affect the validity of the rest of the contract. In this case, the parties will reach an agreement to replace the clause concerned with a valid clause as economically similar as possible to the former clause.

12 Applicable law and place of jurisdiction

- 12.1 Swiss law applies exclusively.
- 12.2 **The place of jurisdiction is Bern.**

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