

# Subscriber Conditions for “My Post Business”

## 1 Area of validity and service offering

- 1.1 These Subscriber Conditions govern the relationship between customers (hereinafter the Customer) and Swiss Post in respect of the use of the business customer Internet platform “My Post Business” and the functions that it provides.  
In principle, any business customer can use the platform provided that it has an account with Swiss Post.
- 1.2 The functions provided by Swiss Post via the “My Post Business” platform are described on the home page at [www.swisspost.ch/mypostbusiness](http://www.swisspost.ch/mypostbusiness). Swiss Post has the right to change or discontinue the service offering at any time. The Customer will be given advance notice of such changes in a suitable manner.

## 2 Registration and setup of other users

- 2.1 New users register using the registration process for the “My Post Business” platform. By registering and logging in to the “My Post Business” business user platform for the first time, the Customer confirms its acceptance of these Subscriber Conditions.
- 2.2 The Customer must designate an internal company administrator to arrange the setting-up of other users, technical users or service providers (hereinafter Users). These Users can have their access restricted to individual account numbers and functions belonging to the Customer.
- 2.3 The internal company administrator undertakes to ensure that the Users are informed of the rights and duties, and in particular the duties of care, applicable to their use of the “My Post Business” platform.

## 3 Customer’s obligations

- 3.1 The Customer is responsible for ensuring that its Users take care to safeguard their identification elements (user name and password). It must ensure that the Users keep their user name and password separate from each other and protect them from abuse by third parties.
- 3.2 If the Customer has reason to suspect that an unauthorized third party knows the identification elements or has unauthorized access to the platform or individual functions provided on it, it must report this immediately to Swiss Post by e-mail: [mypostbusiness@post.ch](mailto:mypostbusiness@post.ch).

## 4 Costs

- 4.1 The use of the “My Post Business” platform and its functions is in principle free of charge. As an exception to this arrangement, additional functions are subject to a charge and are listed accordingly.
- 4.2 The Customer is responsible for providing Internet access and the necessary hardware and software components with the relevant configurations, and bears the associated costs. Any expense incurred by the Customer for integrating the data provided is to be borne by the Customer. Swiss Post will not finance development expenditure.

## 5 Access block

- 5.1 Swiss Post is entitled to block the Customer’s access to the “My Post Business” platform or individual functions within it without notice and without any subsequent costs if the Customer violates these Subscriber Conditions, ceases to guarantee the system’s security or is late in paying invoices.
- 5.2 User accounts that are not actively used are deleted automatically after a period of 14 months. Advance announcement is sent by e-mail only. This includes user accounts of in-house administrators. If a customer account does not have any users, in-house administrators or other services, it will also be deleted.

## **6 Availability**

- 6.1 Swiss Post endeavours to ensure the maximum possible uninterrupted availability of its platform and functions. However, Swiss Post does not guarantee uninterrupted service, service at a specific time or the completeness, authenticity and integrity of the saved data or data transmitted via its system or the Internet.
- 6.2 Swiss Post will ensure that any interruptions to rectify malfunctions, to implement maintenance windows or to install new technologies are brief and will schedule them for the low-traffic period, where possible.

## **7 Liability**

- 7.1 Swiss Post will not be liable to the Customer or third parties for non-performance or poor performance, unless the action constituted intent or gross negligence. Swiss Post will not be liable for the accuracy of the data provided or for any consequential loss or damage or lost profit. Swiss Post will not be liable for loss or damage arising from any failures of the platform.
- 7.2 The Customer will be liable to Swiss Post for loss or damage due in any way to the non-performance or poor performance of its contractual obligations, if it fails to prove that these are not its fault. The Customer undertakes to indemnify Swiss Post against all third-party claims in connection with the unlawful or abusive use of the "My Post Business" platform or its individual functions.

## **8 Data protection and security**

- 8.1 The data required for business operations will be stored by Swiss Post and treated as confidential. Swiss Post will use the data collected solely for the purposes of providing its own services. 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.
- 8.2 In order to provide the Customer with the best possible service, technical analysis tools (CRM systems) are 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 still further to the Customer's individual needs. Swiss Post will also be entitled to compare these data in anonymized form with information from third parties, prepare user statistics and forward these statistics to third parties.
- 8.3 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.
- 8.4 The Customer will be responsible for ensuring compliance with all requirements of data protection legislation relating to the personal data of third parties (notably recipient addresses) provided by the Customer for the provision of the service as contracted.

## **9 Special features of functions and additional functions on "My Post Business"**

### **9.1 Calculating prices**

It is possible to calculate prices for letters or parcels, small consignments or full and part-loads sent to Switzerland from abroad or vice versa. Where specific contract prices have been agreed with the Customer, they will not be displayed during the calculation. The prices displayed are not binding. Detailed descriptions of services can be found at [www.swisspost.ch](http://www.swisspost.ch).

### **9.2 Entering orders**

#### **9.2.1 Description**

The chargeable additional function for order entry (formerly "Print & Send") is a mail and dispatch function for letters and parcels, letters with proof of delivery (BMZ) and small consignments. This additional function allows the Customer to manage its customer addresses, print address labels, transmit address details to Swiss Post electronically, enter transport orders for small consignments, manage dispatch orders and generate waybills and customs documents.

It is also possible to generate the necessary waybills and dispatch lists for sending letters. The additional function can also be used for international products (URGENT mail, PostPac International PRIORITY/ECONOMY) and international registered mail (R) and Express mail. The services and content of this additional function are described in detail in the "Order Entry" manual and can be viewed at [www.swisspost.ch/redirect-my pb-intro-auftrag](http://www.swisspost.ch/redirect-my pb-intro-auftrag).

- 9.2.2 Costs  
The Customer will pay Swiss Post a one-off advance activation fee for the use of the additional "Order Entry" function. The precise terms can be called up at [www.swisspost.ch/mypostbusiness-info](http://www.swisspost.ch/mypostbusiness-info).
- 9.2.3 Use  
The Customer must ensure that the consignment data submitted via this additional function match the parcels or BMZ handed in for mailing and their recipient addresses.
- 9.2.4 Notification of the parcel recipient  
In the case of parcels, Express and Vinolog mailings, the Customer can give the recipient advance notice of the forthcoming mailing by SMS or e-mail. Swiss Post can only issue an SMS or e-mail notification if the data have been released on time. Swiss Post will not accept any liability for undeliverable SMS or e-mail messages. The Customer will not be informed if the notification cannot be delivered. The data selected by the Customer for notification by SMS or e-mail will be used as the basis for billing.
- 9.2.5 Data supplied  
The Customer agrees to the address details generated via this additional function being used for sorting the parcels in the parcel centres. Details supplied by the Customer (mobile numbers and e-mail addresses) will be used by Swiss Post solely for the notification service.
- 9.2.6 Waybill for "letters with electronic tracking"  
The Customer undertakes to print out in duplicate the waybills generated for letters and attach them to the relevant consignments. The copy (duplicate) stamped by Swiss Post serves as the Customer's confirmation of dispatch.
- 9.3 **Collect domestic parcels for return**
- 9.3.1 Conditions  
The collection order is created when the order process is completed. The customer guarantees the accuracy of the details provided (e.g. name, address, e-mail address). Swiss Post only carries parcels with standard dimensions and weights (see the "Instructions for Parcel Post" brochure). The items must be packaged and addressed in accordance with Swiss Post's requirements (see the "Instructions for Parcel Post" brochure).
- 9.3.2 Handing over items  
The postal carrier will issue the sender of the parcel with confirmation of receipt on successful collection. If the collection was unsuccessful, the postal carrier will leave written notification for the sender of the parcel with the reason. This reason is also displayed in Swiss Post's Track & Trace service. Each individual item to be collected is considered to have been handed over to Swiss Post when there is a corresponding scan event.
- 9.3.3 Volume restrictions  
Collection can be requested for up to 5 parcels per day and pick-up address. Collection of any "excess" parcels can be requested on one of the proposed subsequent collection dates. After one unsuccessful collection attempt has been made, the customer is not entitled to a second collection for the same consignment. The basic price for the order will be charged for unsuccessful collection attempts. However, the customer can request collection of the same consignment again at any time. The same conditions apply as for a new order.
- 9.3.4 Liability  
Swiss Post is not liable for consignments notified for collection if these are lost before they are collected by Swiss Post. Neither is it liable for loss of consignments after a collection attempt, if the postal carrier was unable to pick up the consignment due to non-compliance with the mailing or packaging requirements. No liability will be accepted for late or missed collection attempts, as long as no intentional or grossly negligent action can be attributed to Swiss Post. Swiss Post shall under no circumstances be liable for consequential losses or loss of profit.
- 9.3.5 Additional costs  
In the event of above-average use (an error rate of more than 2.0% of the order volume) of the 2<sup>nd</sup> Level PostLogistics customer service, Swiss Post reserves the right to invoice the additional expenses incurred.
- 9.4 **Tracking mailings**
- 9.4.1 By entering the consignment number, the Customer can receive information on the progress of the mailing and its current status.
- 9.4.2 The service provides the Customer with access to all data available at Swiss Post relating to any individual consignment which it has sent. This includes images of the recipient's signature and of the address area for the consignment. These data are protected to a certain extent by postal secrecy and otherwise by data protection regulations. These protected data can only be requested for consignments which have been sent by the Customer and can also be identified as such (mailer's franking licence. In the case of URGENT consignments, the customer number can also be used for identification purposes). Only limited data are available for items sent by other mailers. It is the Customer's responsibility to restrict access by third parties to these data to ensure that neither postal secrecy nor data protection regulations are breached. Data entered at the time of mailing, during processing and on delivery can be called up for a period of at least 180 days.

## 9.5 **Receive consignments – process incoming data**

- 9.5.1 The service “Receive consignments” is a fee-based service for receiving consignment data in the inbox. The services include the purchase of data via the web application under My Post Business (Receive consignments → process incoming data), and receipt via the “Receive consignments” web service.
- 9.5.2 For the receipt of data, a monthly basic fee is charged for each type of consignment (parcels/letters). In addition, a unit price is charged for each data record (consignment). The current prices can be called up at following [link](#) at any time.
- 9.5.3 Swiss Post is not liable for the accuracy or completeness of the data provided. Owing to the logistics processes, the service is explicitly not in a position to guarantee complete coverage of the consignment information. Swiss Post endeavours to improve the data quality continuously. A precise description of the data provided and the corresponding restrictions are available under the following [link](#). The customer ensures appropriate confidential handling.
- 9.5.4 The service may be terminated at the end of each month. The period of notice is one month.

## 9.6 **Ordering Dispoboxes**

- 9.6.1 The use of Swiss Post Dispoboxes is subject to the existence of a valid franking licence.
- 9.6.2 The minimum order volume is 20 units which may include a range of sizes and types.
- 9.6.3 For order volumes of between 20 and 49 units – which may include a range of sizes and types – a small order surcharge will be payable for each consignment. Orders for 50 or more units will be delivered free of charge.
- 9.6.4 If a customer orders Dispoboxes via “My Post Business” by no later than 11 a.m. (Mon–Fri), these will be delivered the following working day. Orders placed after this deadline will be delivered on the next-but-one working day.
- 9.6.5 Orders placed by fax (+41 58 667 33 89) must arrive before 10 a.m. (Mon–Fri) in order for them to be delivered the following working day. From 1 January 2010, a fee of CHF 10 will be charged for all faxed orders to cover administration expenses.
- 9.6.6 In the event of an error in an order for or relocation or return of Dispoboxes, the Customer will be charged a flat fee of CHF 150.
- 9.6.7 Dispoboxes must be sent as parcels within 60 days of delivery. Unused Dispoboxes should be returned to Swiss Post. For boxes not returned by this deadline, Swiss Post will charge the Customer CHF 18 per Dispobox and per month of delay.
- 9.6.8 Dispoboxes are the property of Swiss Post. They may only be handed over to Swiss Post for carriage. They may not be used within a company or by external business partners as reusable containers in intra-company deliveries or for any similar purposes.
- 9.6.9 Labels, adhesive tape or other markings may not be used on Dispoboxes.
- 9.6.10 Swiss Post reserves the right to charge separately for Dispoboxes that are defective, have been damaged, seriously soiled, lost or used for purposes other than those permitted.
- 9.6.11 All prices are exclusive of VAT, which is currently charged at a statutory rate of 7.6%. Orders will be billed on a monthly basis.

## 9.7 **Call up invoices & statistics – Invoices**

- 9.7.1 The “Invoices” functions can be used to call up invoices issued by Swiss Post to customers. Services billed by separate invoices cannot be viewed via this function.
- 9.7.2 These are not electronic invoices, but only data provided online. Swiss Post is not liable for the accuracy or completeness of these data. The physical invoice is legally valid in all cases. The invoice amounts that can be called up online may entail rounding differences compared to the physical invoice. In case of doubt, the physical invoice is decisive for definitive payment.
- 9.7.3 Restrictions apply regarding the access authorizations that can be assigned by customers. Individual access authorizations can only be assigned at the debtor level. Distinguishing access authorization at the payment route (invoice reference) level or at the franking licence (service) level are not possible. The customer acknowledges that all invoice data relating to the released debtor are automatically visible to this user if access is authorized for a new user. If the customer does not wish this to be the case, he/she must cancel the authorization for this user.

## 10 Special features of the web service interfaces

### 10.1 Track & Trace web service

- 10.1.1 The Customer can use the “My Post Business” platform to set up the Track & Trace web service. This web service allows the Customer to download the details of its mailings from the Swiss Post server and have free access to this information. The services and content of the Track & Trace web service are described in detail in the Track & Trace web service manual and can also be viewed at [www.swisspost.ch/ttw](http://www.swisspost.ch/ttw).
- 10.1.2 The Customer acknowledges that the web service is intended exclusively for calling up individual consignments based on the consignment number. The automated retrieval of data for a large quantity of consignments is prohibited. If Swiss Post identifies a breach of these conditions, it has the right to block the Customer’s account after giving due notice.
- 10.1.3 The web service provides the Customer with access to all data available at Swiss Post relating to any individual consignment which it has sent. This includes images of the recipient’s signature and of the address area for the consignment. These data are protected to a certain extent by postal secrecy and otherwise by data protection regulations. These protected data can only be requested for consignments which have been sent by the Customer and can also be identified as such (mailer’s franking licence). Only limited data are available for items sent by other mailers.
- 10.1.4 The Customer will be responsible for the use and transfer of the data supplied. It is the Customer’s responsibility to restrict access by third parties to these data to ensure that neither postal secrecy nor data protection regulations are breached. The Customer must also provide its own customers with information on postal secrecy and data protection.

### 10.2 Barcode web service

- 10.2.1 The Customer can use the “My Post Business” platform to set up the Barcode web service. This web service allows the Customer to purchase address labels (shipping labels with barcode or parts thereof), lists of currently applicable services provided and additional services/delivery instructions and to test out the combination options. Services and content of the Barcode web service are described in detail in the Barcode web service manual. You can find further information on this subject at [www.swisspost.ch/wsbc](http://www.swisspost.ch/wsbc)
- 10.2.2 The Customer acknowledges that the Barcode web service only applies to address labels covered by its own franking licence. If Swiss Post identifies a breach of these conditions, it has the right to block the Customer’s account with immediate effect.
- 10.2.3 The Customer may use the address labels received solely for mailings relating to the service ordered. The Customer will be responsible for ensuring that the data supplied in electronic form match the details appearing on the mailing. This is particularly important when address labels are integrated into a waybill which is used as an parcel address (does not apply to “Letters with barcode [BmB]”).
- 10.2.4 When the Barcode web service is activated, each address label covered by the relevant franking licence is automatically printed as a specimen. As long as they are printed as specimens, the address labels cannot be used productively. While in this integration status, the Barcode web service can be set up and tested by the Customer. The Barcode web service will not be activated for production for the relevant franking licence until after the successful approval of the address labels by Swiss Post. Further details of this procedure can be found in the Barcode web service manual.
- 10.2.5 If the print quality of the address labels is unsatisfactory, Swiss Post will have the right to deactivate the Barcode web service. The Customer will be notified in advance and in good time of the unsatisfactory quality. Only a printer model approved by Swiss Post should be used when address labels are printed directly on a continuous form printer. Printer models which have not been approved can be used if they achieve the required print quality for address labels. If a different printer model is used after successful approval of the address label, the approval procedure must be repeated.
- 10.2.6 All data provided via the Barcode web service for parcels will be forwarded to DataTransfer for use by internal Swiss Post services (does not apply to “Letters with barcode [BmB]”). The conditions for DataTransfer as set out in the DataTransfer Subscriber Conditions will apply.
- 10.2.7 The Customer will be responsible for the use and transfer of the data supplied. It is the Customer’s responsibility to restrict access by third parties to these data to ensure that neither the conditions of the Barcode web service nor postal secrecy nor data protection regulations can be breached.

## 11 Amendments to the Subscriber Conditions

- 11.1 Swiss Post reserves the right to revise the present Subscriber Conditions at any time. Such revisions will be communicated to the Customer in appropriate form. Unless we hear from you to the contrary within ten days, the new version will apply.

## **12 Enforcement, term and notice**

- 12.1 The contract comes into force upon confirmation of registration, in accordance with section 2, and is concluded for an indefinite period. It may be terminated subject to a period of one month's notice to the end of a month. Where compelling reasons exist, Swiss Post reserves the right to terminate the contract without notice and within express notice periods in the case of individual additional functions and the web services.

## **13 Supplementary provisions**

- 13.1 The latest version of the General Terms and Conditions "Postal Services" also applies as well as the specific Subscriber Conditions.

## **14 Authoritative version**

- 14.1 The Subscriber Conditions for "My Post Business" are published in German, French, Italian and English. In the event of discrepancies, the German version is authoritative.