

Subscriber Conditions for use of the PickPost service by business customers

August 2010

1. These Subscriber Conditions apply exclusively to business customers (mail order, distance selling, online shops, etc.) – hereinafter referred to as the Customer – who integrate the PickPost service into their websites.

These Subscriber Conditions for the use of PickPost are deemed to have been accepted by the Customer at the latest by the time it has received the necessary information pertaining to the installation of the PickPost service on its website from Swiss Post or has downloaded it from Swiss Post's PickPost home page.

2. The Customer undertakes to activate the PickPost guidelines provided by Swiss Post on its website. These guidelines and the PickPost manual are components of these Subscriber Conditions.

3. The Swiss Post brands provided to the Customer free of charge for the purpose of setting up PickPost on its website or in its customer communication tools (e.g. catalogues) in Switzerland, are protected. The Customer is authorized to use the brands in accordance with section 3.2 of the PickPost manual. For this purpose, Swiss Post grants the Customer a free, non-transferable and non-exclusive licence limited to the duration of the contractual relationship.

Brochures, flyers and other documents provided by Swiss Post in the context of the PickPost service must be used in accordance with the information in the PickPost manual.

4. Before activating information about the PickPost service on its website or launching an information campaign with information provided by Swiss Post, the Customer must obtain the consent of Swiss Post. Activation of the PickPost service must be in line with Swiss Post's corporate design. The PickPost guidelines regarding interfaces in accordance with the PickPost manual must also be observed. If the corporate design and PickPost guidelines are not

observed, Swiss Post is entitled to block the use of the PickPost service by the Customer (activation of the link, information campaign, etc.). As soon as the necessary modifications and/or adjustments have been made, Swiss Post will lift the block.

For this purpose, Swiss Post only checks compliance with the PickPost guidelines and the manual. The remaining content of the Customer's web pages and the products, services and offers listed on them are not the subject of this check, and Swiss Post assumes no responsibility for them.

5. Any updates provided by Swiss Post must be implemented immediately (PickPost collection point files, customer files, new logos/banners, etc.).

6. The Customer accepts that data provided to Swiss Post within the scope of this contract may be transmitted and used within Swiss Post Group with a view to maintaining good business relations and ensuring a high level of service. Swiss Post will ensure that these data are not made accessible to third parties outside Swiss Post Group.

If the Customer offers its end-customers the possibility of registering for PickPost, it will provide the complete customer information to Swiss Post before the postal items are mailed or will use the PickPost web service for this purpose.

7. If the Customer has integrated the PickPost service into its website in accordance with Swiss Post's guidelines, Swiss Post may – at the Customer's express request – list the Customer's name, logo and website at www.swisspost.ch/pickpost (the Customer must provide its logo and website). Swiss Post reserves the right not to mention the Customer, its logo and link, without giving a reason. Activation of the PickPost service on the

Customer's website does not entitle the latter to publish its name, logo or link on the Swiss Post website.

8. To the extent permitted by law, Swiss Post will not be held liable in connection with providing access to the content of its website, use of said content or availability of the content via the Customer's website for its end-customers. In particular, no liability will be assumed for losses incurred as a result of financial losses, temporary interruptions to operation, a loss of business information, loss of data or other financial loss.

9. The Customer may uninstall or cease to offer PickPost at any time. It must inform Swiss Post of this by e-mail without delay (pickpost@post.ch).

Swiss Post reserves the right to terminate the PickPost service in writing, subject to a period of notice of three months to the end of a month. In this case, the Customer must deactivate the PickPost service on its website and may no longer use the brochure, flyers or other documents.

10. Swiss Post reserves the right to amend these Subscriber Conditions at any time. Any amendments must be communicated to the Customer in an appropriate manner. The new terms will take effect unless contested by the Customer within ten days. This also applies to the PickPost guidelines and the manual.

11. The legal relationships are subject exclusively to Swiss law. The place of jurisdiction is Berne.

12. Contact

Swiss Post

PickPost

Viktoriastrasse 21

3030 Berne

Tel. 0800 888 099 (freephone number)

www.swisspost.ch/pickpost

pickpost@post.ch