

GENERAL TERMS AND CONDITIONS

ADDRESS MAINTENANCE

1 Area of application and validity

- 1.1 These General Terms and Conditions (GTC) govern the conclusion, content and settlement of contracts between customers (the Customer) and Post CH Ltd (Swiss Post) for the use of services involving the one-off or repeated updating or maintenance of customer addresses by Swiss Post using relocation data.
- 1.2 The GTC are an integral part of the contract and are enclosed with the latter. The Customer accepts the GTC by signing the contract or, in the case of online services, by electronic confirmation (e.g. by clicking "OK"). In the event of conflicts the contract shall take precedence.
- 1.3 Any Customer GTC shall be explicitly excluded.

2 Services provided by Swiss Post

- 2.1 Swiss Post shall provide solutions to the Customer for (old) addresses that the Customer already had before the update, for which the Customer shall receive the most recent new addresses.
- 2.2 The update data held by Swiss Post comprise the latest Swiss relocation addresses of natural persons which have been reported to Swiss Post and which may be used for performing address updates (with the consent of the persons concerned), official address adjustments as well as official notifications of death, as far as they are usable for address update purposes.
- 2.3 The address update normally takes place on Swiss Post systems. For "Address maintenance by customer", the update takes place on the Customer's systems. The Customer receives software and installs it at its premises. See section 5 for further information.
- 2.4 For the purposes of data transfer, Swiss Post shall make encrypted communications channels via the Internet (e.g. SFTP, HTTPS, Web-Transfer) available to the Customer.
- 2.5 Swiss Post takes care to comply with agreed delivery dates. A delivery delayed by a maximum of five working days shall be deemed to have been made on time.
- 2.6 Swiss 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 obligations

- 3.1 Unless there are other contractual agreements, the Customer undertakes to exclusively update addresses from its own address database.
- 3.2 Unless otherwise agreed in a contract, the Customer is not permitted:
 - to update third party addresses, in particular to add third party addresses to the Customer's own address database in advance;
 - to make all or part of the Customer's own address database, updated using Swiss Post's update data, accessible to third parties, forward this information to third parties, or use this information to update third party addresses.
- 3.3 In section 3.2 of this agreement, third party addresses are defined as addresses that did not belong to the Customer before the update, and third parties are defined in particular as the parent company, partners, subsidiaries and affiliates, as well as companies generally linked to the Group.
- 3.4 The use of updated addresses from its own address database is the Customer's responsibility.
- 3.5 The Customer ensures that Swiss Post is exclusively provided with the data required to fulfil the order. Swiss Post provides no guarantee as to the security and/or availability of any further and other data.

- 3.6 The Customer is responsible for the proper use of its password. The Customer shall be liable for all queries made using its username and password.
- 3.7 Securing technical access via the Internet and logging on to an online service is the Customer's responsibility.
- 3.8 The Customer acknowledges that the update data contains control addresses.
- 3.9 If the Customer does not fulfil their obligations set out in section 3 above, Swiss Post shall be entitled to claim a contractual penalty of CHF 20,000 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 compensation, irrespective of culpability.
- 3.10 Swiss Post has the right to check, either by its own means or through an impartial body of its own choosing, compliance with the responsibilities of section 3 of this document at any time. If the assessment shows that the Customer has violated its duties, the Customer shall bear the assessment costs.

4 Additional provisions

- 4.1 The conditions stipulated under sections 5 and 6 below shall also apply to customers of the products mentioned.

5 Address maintenance by customer

- 5.1 Swiss Post provides the Customer with reference data with encrypted update data and relevant matching software every month or as agreed via a download center.
- 5.2 The matching software compares the Customer's address database to Swiss Post's update data.
- 5.3 The desired hit probability can be scaled by the Customer in ranges specified by Swiss Post.
- 5.4 The Customer must notify Swiss Post of the size of its address database and of its intended use. It pledges to inform Swiss Post of any changes in writing within 30 days.
- 5.5 Decryption of update data is not permitted.
- 5.6 The update data may only be used in unchanged form. Modifications are not permitted, except for the scalings specified by the system. The matching software source code may not be decrypted through decompiling.
- 5.7 The update data and matching software may only be loaded onto a data processing device at the Customer's premises for electronic address update purposes. Further copies are not permitted.
- 5.8 The Customer must effectively protect the update data and the matching software against misuse (e.g. by means of entry and access authorization).
- 5.9 As regards customers using the "Address maintenance by customer" service, in the event of a breach of their obligations under sections 3 or 5.3 to 5.8 inclusive, Swiss Post shall be entitled to apply a contract penalty totalling half the annual subscription, but amounting to at least CHF 20,000. All other conditions under section 3.7 shall apply accordingly.

- 6 Online services**
- 6.1 Online services include services which the Customer can access after electronic registration (login).
- 6.2 Online services are accessed via the Swiss Post Customer Center (hereinafter: Customer Center login) at www.swisspost.ch after successful authentication by the Customer. Use of the Customer Center login is not the object of this service. It requires the Customer to register for the Customer Center login and in so doing to accept the General Terms and Conditions of the Customer Center login (available at www.swisspost.ch/gtc).
- 6.3 Unless otherwise agreed in a contract, the data provided to Swiss Post via the "Address maintenance online" online service for address cleaning will be stored for 60 days following fulfilment of the order and then destroyed as appropriate. Customer addresses located in the address management of the "Address maintenance online" online service are not affected by this.
- 6.4 For searched addresses, the date of the search (status) shall be displayed. If on this date an invalid address is found, Swiss Post shall determine the relevant forwarding address. It is possible that this forwarding address will differ from the updated address; by means of a search only the most up-to-date relocation information will be given.
- 6.5 If the "Address maintenance online" online service is unused for two years, the data in the address management will be destroyed. The Customer will be notified of this at a reasonable date in advance.
- 7 Rights and scope of use**
- 7.1 All rights to the update data and matching software (incl. documentation) remain the property of Swiss Post. The relocation data in particular remains the property of Swiss Post. Swiss Post grants the Customer the non-exclusive, non-transferable right to use the update data and matching software for the duration of the contract and within the contractually agreed scope of use.
- 8 Place of performance and transfer of benefits and risk**
- 8.1 The place of performance is the Swiss Post Address Competence Center in Kriens.
- 8.2 All data transfers are made for the benefit and at the risk of the Customer.
- 9 Prices and methods of payment**
- 9.1 The prices are defined in the contract or made generally accessible to the public. They include VAT.
- 9.2 Swiss Post may stipulate an invoicing method and date for each product in the relevant contract.
- 9.3 The invoices are payable strictly net within 30 days. Swiss Post is always entitled to request advance payment from the Customer or to shorten the payment term, without stating reasons.
- 9.4 Payments made in advance (e. g. basic or annual fees upon conclusion of the contract) shall be neither fully nor partially reimbursed in the event of cancellation.
- 9.5 If the Customer falls behind with payment of a debt, it must pay a default interest of seven percent (7%) per annum.
- 9.6 The Customer is not permitted to offset debt owed to Swiss Post with a counterclaim.
- 9.7 For customers with a connection to the "KUREPO" system (Swiss Post customer invoices), the corresponding GTC also apply.
- 9.8 The use of fee-based services by the Customer requires in some cases an online payment in a manner accepted by Swiss Post, or sufficient credit in the Customer's account. If the credit is insufficient for the payment, the request may be denied and access to the service may be blocked.
- 10 Guarantee**
- 10.1 Swiss Post has no influence over the completeness or quality of the update data, as this is based on voluntary notifications from its customers and official death notices. Swiss Post 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.
- 10.2 Defective reference data must be reported to Swiss Post as soon as possible after being discovered. Swiss Post shall replace defective data within a feasible time frame. Other warranty claims and associated compensation claims are excluded.
- 10.3 Swiss Post shall endeavour to provide access to the online services 24 hours per day, 7 days per week. No specific level of accessibility can be explicitly guaranteed, however, due to the possibility of technical disruptions, periodic maintenance work and updates.
- 10.4 The parties shall ensure that they will only use and transfer data without defective software.
- 11 Liability**
- 11.1 Swiss Post shall be liable for the careful and diligent execution of the contractually agreed services. Swiss 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.
- 11.2 The Customer is liable to Swiss Post for misuse of the update data. In addition to the contractual penalty payable, it shall compensate Swiss Post in full for any unauthorized address update, including those made by third parties, for which it is responsible.
- 12 Data protection and confidentiality**
- 12.1 The Customer agrees that Swiss Post may edit the data provided within the scope of the contractual relationship within Swiss Post Group, insofar as this is necessary to perform the contractually agreed services. Swiss Post guarantees that the data will not be made available to third parties outside Swiss Post Group.
- 12.2 Both parties shall treat all facts and information, which are neither evident nor publicly accessible, as confidential. In cases of doubt, the facts and information must be treated confidentially. The duty of non-disclosure continues after termination of the contractual relationship. The duty of non-disclosure shall not apply if there are legal obligations of disclosure or if the relevant authorities must be notified of improper use of data.
- 12.3 The Customer acknowledges that with address searches made on its behalf, Swiss Post is required, within the scope of proof of interest compliance via information points, to disclose the identity of the Customer and other customer data.
- 12.4 For security and evidential purposes, both data delivery by the Customer and data delivery to the Customer shall be recorded in the back-up system of Swiss Post for a period of three months.
- 12.5 The Customer remains exclusively obliged to disclose information to the persons affected by the processing of the data by Swiss Post throughout the process. It also remains the sole point of contact for those persons with regard to any other requirements pursuant to the Data Protection Act.
- 13 Start, duration and end of the contract**
- 13.1 The contract takes effect upon signature by both parties on the contractually agreed date, and is valid for one year. It renews itself automatically for a further year, provided that a cancellation is not issued by one of the parties at least three months before the end of the contract's duration.
- 13.2 The right to termination without notice for good reason is always reserved. Good reasons include in particular:
- 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 section 3 by the Customer;
 - the official publication of initiated bankruptcy proceedings or moratorium on debt enforcement on one of the parties.
- 13.3 At the end of the contract, the Customer must immediately, and without being requested to do so, return to Swiss Post all data files, documentation and other documents provided to it as part of the contractual relationship, as well as destroy any copies. Upon receiving the first request from Swiss Post, the Customer shall confirm in writing that it has returned all documents and destroyed all copies. Swiss Post has the right to check compliance with the responsibilities of section 13.3 of the present contract at any time within three years of termination of the contract, in accordance with section 3.10.
- 14 Changes and amendments**
- 14.1 Changes and amendments to the contract must be made in writing.
- 14.2 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 event, the parties shall agree to replace the respective provision with an effective provision which comes closest to the intentions of the original clause.

15 Applicable law and place of jurisdiction

15.1 These terms and conditions are subject exclusively to Swiss law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

15.2 The sole place of jurisdiction is Berne.

16 Form of publication

The current GTC (Address maintenance), which constitute an integral part of the contract, can be viewed at www.swisspost.ch/gtc. In particular cases, Swiss Post can provide customers with a physical version of the GTC on request. The Customer acknowledges that paper versions are only copies of the current and legally binding GTC published via electronic media and that paper versions of the GTC are legally binding only if they correspond fully to the electronic version.

© Post CH Ltd, June 2016