

GENERAL TERMS AND CONDITIONS

OFFERS ON REQUEST

1 Scope

In combination with the General Terms and Conditions "Postal Services" in their latest version, these General Terms and Conditions (GTC) govern the business relationships between customers (hereinafter referred to as the Customer) and Post CH Ltd (Wankdorfallee 4, 3030 Bern, Switzerland; hereinafter Swiss Post) in connection with the use of the "Offers on request" service. References to persons refer to individuals of all gender identities, as well as to more than one person.

Both registered and non-registered customers can use the "Offers on request" service. Customers must register in accordance with the relevant guidelines of Swiss Post. Registered customers may benefit from special terms and framework conditions in accordance with the respective range of services offered by Swiss Post.

2 Range of services

"Offers on request" gives the Customer the option of choosing from a range of providers on a Swiss Post Internet platform, from which they would like to receive offers in the form of addressed promotional mailings. There is no entitlement to receive certain mail items and content.

The range of services is limited to persons with their place of residence in Switzerland.

The "Offers on request" service is free to use for recipient customers. The Customer may adapt their selected offers or cancel use of the "Offers on request" service at any time.

Swiss Post has the right to adapt or discontinue the service at any time.

3 Data protection

Swiss Post observes the provisions of Swiss data protection legislation and the Postal Services Act when recording and processing personal data. It safeguards customer data by taking suitable measures and treats it as confidential.

It collects, processes and stores personal data only to the extent necessary to provide these services, for the security of operations and infrastructure, for invoicing, and to manage and maintain customer relationships so as to ensure a high quality of service. In order to provide the Customer with the best possible service, technical analysis tools are used. Swiss Post may compare this data anonymously with user information from third parties or generate user statistics and forward these statistics to third parties.

With regard to Swiss Post's provision of a competitive market offer, the Customer agrees that Swiss Post may collect and process their login and usage data for market research, consulting and advertising purposes.

In the event that Swiss Post engages third parties to provide the services, it will be authorized to make available to them the data necessary for this purpose. These third parties are subject to the same obligations with regard to data protection as Swiss Post itself. If the Customer processes third-party data, they shall be solely responsible to those affected by the processing of such data.

The privacy policy on the website www.swisspost.ch/data-privacy-statement provides further information regarding data processing when using the Swiss Post login and the online services.

4 Liability

As permitted by law, Swiss Post does not accept any liability for damage or loss as the result of incidental or ordinary negligence. Swiss Post does not accept liability – to the extent permitted by law – for direct, indirect or consequential damage such as loss of profit, loss of data or damage as a result of downloads.

Swiss Post does not accept any liability for damage or loss caused by auxiliary personnel and third parties it engages (e.g. sub-contractors, suppliers, etc.) that result from incidental or ordinary negligence.

To the extent permitted by law, Swiss Post does not accept liability for damage or loss as a result of improper use of its services (in breach of contract or law).

Claims in respect of product liability and personal injury remain reserved.

To the extent permissible by law, Swiss Post does not accept liability for losses arising from force majeure or disruptions occurring particularly due to lack of Internet connectivity, unlawful interventions in telecommunication devices and networks, overloading of the network, wilful blockage of electronic channels by third parties or interruptions.

5 Duration and termination

The contract is of indefinite duration.

It may be terminated with immediate effect at any time by either party.

6 Amendments to the GTC

Swiss Post can amend the GTC at any time and can modify or stop the service. Except in the case of urgency, the amendments shall be announced in a suitable manner beforehand. They shall be deemed to have been approved if the Customer does not submit a written objection within 30 days. Any objection shall automatically result in the immediate termination of the contract.

7 Severability clause

Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the parties shall undertake to immediately replace the clause in question with an admissible effective clause whose content comes as close as possible to the original intention, unless this conflicts with consumer protection provisions.

8 Assignment of rights

The assignment of the contract or of rights or obligations pertaining to the contract shall require written consent from both parties. Swiss Post may transfer the present contract or rights and obligations arising from it to another company without the Customer's consent provided Swiss Post controls the company directly or indirectly. Furthermore, Swiss Post is entitled to transfer or assign contracts or claims arising therefrom to third parties for collection purposes without the Customer's consent.

9 Applicable law and place of jurisdiction

The contract is governed by Swiss law.

The place of jurisdiction is Bern. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 Swiss Civil Procedure Code for consumers).

10 Legal form of publication

The legally binding GTC which constitute an integral part of the contract are published electronically and 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 of the GTC are only copies of the current, legally binding GTC published via electronic media, and that paper versions of the GTC are legally binding only if they correspond fully with the electronic version.

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