

GENERAL TERMS AND CONDITIONS

OFFERS ON REQUEST

1 Scope for validity

These General Terms and Conditions (GTC) govern the relationship between Post CH Ltd (hereinafter referred to as Swiss Post) and its customers (hereinafter referred to as the Customer) for the use of the "Offers on request" service.

The use of "Offers on request" requires the Customer to register at the Swiss Post "Login Customer Center" services via the www.swisspost.ch/customer-center website. The regulations referred to here (Login Customer Center GTC), together with the Postal Services GTC, supplement these GTC and together, in each of their current versions, form the basis for the use of the "Offers on request" service.

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 his or her 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 its customer data with suitable measures and treats it confidentially.

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, namely 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 providing a fair market offer, the Customer agrees that Swiss Post may collect and process his or her login and usage data for market research, consultation and promotional 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, he or she shall be solely responsible to those affected by the processing of such data.

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

4 Liability

In accordance with the "Login Customer Center GTC" provisions, the Customer is responsible for the careful storage of authentication features (user name, password, e-mail with link, SuisseID, etc.).

The Customer shall ensure that no third parties gain access to their user account. Swiss Post accepts no liability connected with the misuse of the "Offers on request" service by a third party or the Customer.

Swiss Post will not be liable to the Customer or third parties for non-performance or poor performance of the contract, unless the action constituted wilful intent or gross negligence. Swiss Post will not be liable for consequential losses or lost earnings.

5 Final provisions

The current version of the GTC which also forms an integral part of the contract is published electronically and can be viewed at www.swisspost.ch/gtc.

Swiss Post reserves the right to amend the GTC at any time.

The respective latest versions shall be duly published on the www.swisspost.ch/gtc website before coming into effect and the user informed in an appropriate manner. The GTC will be deemed to have been accepted if the Customer logs in and continues to use the "Offers on request" service.

The place of jurisdiction is Berne. For disputes arising from consumer agreements, the court at the place of residence or registered office of one of the parties is responsible for claims brought by the Customer, and the court at the place of residence of the defendant is responsible for claims brought by Swiss Post. Consumer agreements are agreements concerning services to be used by the Customer for personal or family purposes.

In all other cases, the contractual relationship shall be subject to Swiss law.

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.

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