

# General terms and conditions

## “Notification service”

### 1 Scope

The present General Terms and Conditions (hereinafter GTC) govern the business relationship between the Sender Customer and Post CH Ltd (Wankdorffallee 4, 3030 Berne, Switzerland, hereinafter Swiss Post) in connection with the use of the “Notification service” described below.

References to persons apply to both women and men as well as to more than one person.

### 2 “Notification service”

The “Notification service” is geared exclusively towards Sender Customers who have a billing relationship with Swiss Post and send packages to the recipients.

The Sender Customer may use the “Notification service” for all its franking licences. The “Notification service” is not available to the Sender Customer if Swiss Post excludes a consignment type from this service in part or in full (e.g. Dispostoxes, Dispostox Cold, dangerous goods and fee-based consignments).

The “Notification service” processes are linked to DataTransfer, the Digital Commerce API “barcode” and the “Domestic parcel labels” online service and can only be used via this service. The latest versions of the DataTransfer and Digital Commerce API Subscriber Conditions and the General Terms and Conditions “Postal Services” for Business Customers shall therefore also apply.

#### 2.1 Simple notification

In the case of notification, Swiss Post informs the Recipient by e-mail about the shipping status of a parcel on behalf of the Sender Customer. Possible status messages include (list of examples):

- Delivery information
- Saturday delivery
- Collection information
- Reminder to recipient
- Handover status to sender

#### 2.2 Notification with delivery management option

On behalf of the Sender Customer, Swiss Post will send a URL to the Recipient’s e-mail provided by the Sender Customer via DataTransfer or Digital Commerce API “barcode” in an unencrypted e-mail. This authorizes the Recipient to manage the delivery. Possible delivery options include (list of examples):

- Deposit consignment
- Deliver consignment on desired day
- Deliver consignment to desired neighbour
- Forward consignment to another address

### 3 Costs

“Notification service” is free of charge.

### 4 Obligations of the Sender Customer

In accordance with the valid data protection regulations, the Sender Customer is obliged to inform the Recipient that his contact data will be passed on to Swiss Post. In the case of the notification with delivery management option, the Sender Customer must also comply with the obligations to provide information listed below:

- The Recipient must be informed of any risks of the “Notification service”, especially the potential for misuse.
- The Recipient must be informed that third parties (e.g. neighbours) may learn of the content of consignments and senders depending on the delivery option selected.

The Sender Customer shall ensure that the Recipient can declare his consent to the notification with delivery management option only after receiving the information listed here. In case of dispute, the Sender Customer must be able to provide sufficient proof of the Recipient’s consent.

The Sender Customer is also responsible for checking the correctness of the Recipient’s e-mail address

### 5 Availability

Swiss Post endeavours to ensure maximum and uninterrupted availability of the “Notification service”. However, it 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. Swiss Post will keep short all interruptions necessary to rectify bugs, implement maintenance windows or introduce new technologies, etc. and will carry them out during quiet times whenever possible.

### 6 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 or suppliers) which 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.

Swiss Post does not accept liability to the extent that is permissible by law 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.

Swiss Post excludes, to the extent permissible by law, liability for loss of or damage to the consignment after the time of delivery.

Swiss Post’s liability regarding the individual delivery options is governed by the General Terms and Conditions “[Postal Services for Business Customers](#)”.

The Customer is liable to Swiss Post for losses or damages due in any way to the non-performance or poor performance of his contractual and legal obligations, if he fails to prove that these are not his fault.

The Customer agrees to indemnify Swiss Post against all claims asserted by third parties resulting from the unlawful or improper use of the “Notification service”.



- 7. Data protection**  
The general data protection provisions of the GTC "[Postal Services for Business Customers](#)" apply. The [data privacy statement](#) provides further information about data processing by Swiss Post.
- 8. Amendment to the "Notification service" GTC**  
Swiss Post reserves the right to amend the "Notification service" GTC and range of services, or to cease services, at any time. Except in the case of urgency, the amendments shall be announced in a suitable manner beforehand. In the absence of written objection within one month of notification, the amendments shall be deemed to have been approved. In the case of objection the Customer shall be free to terminate the business relationship with immediate effect.
- 9. 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 which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.
- 10. 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 assign 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 from it to third parties for collection purposes without the Customer's consent.
- 11. Applicable law and place of jurisdiction**  
The contract is governed by Swiss law. The UN Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) shall not apply.  
  
The place of jurisdiction is Berne. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Swiss Civil Procedure Code for consumers). Unless otherwise agreed, Berne shall also be the place of performance and the place of debt collection for customers who are not resident in Switzerland.
- 12. 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](http://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 a hard copy of the GTC is merely a copy of the currently valid, sole legally binding, electronically published versions of the GTC, and that the information contained therein is only legally binding insofar as it corresponds with the electronic version.

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