

# General Terms and Conditions

## DataTransfer

- 1 Area of validity**

These DataTransfer General Terms and Conditions (hereinafter GTC) govern the business relationship between the Customer and Post CH Ltd (Wankdorfallee 4, 3030 Berne, Switzerland; hereinafter Swiss Post) in the delivery of data via DataTransfer. The GTC supplement the most recent General Terms and Conditions "Postal Services for business customers". When using the PickPost service, the General Terms and Conditions for PickPost and My Post 24 shall also apply. In the event of any inconsistencies, the GTC take precedence. References to persons apply to both women and men as well as to more than one person.
- 2 Service description**

The services offered by Swiss Post via DataTransfer are described in the [DataTransfer manual](#).
- 3 Subscriber and usage requirements**
  - 3.1 Registration**

Customers can register for DataTransfer through their Swiss Post customer advisor or via DataTransfer Support. Customers guarantee that the data they provide when registering is accurate and complete. After registering, Customers will receive an e-mail from the DataTransfer Support team containing confirmation of their registration and a copy of the GTC. Without notice to the contrary within ten days, the GTC will be deemed to have been accepted. If the Customer uses the service within these ten days, the GTC shall be deemed to have been accepted as soon as the service is used.
  - 3.2 Parcel Post easy proof of processing**

If the Customer uses only the "Parcel Post easy proof of processing" sub-service, section 4 is not applicable.
- 4 Data delivery**
  - 4.1 Test**

Customers can participate in DataTransfer only after successfully completing an integration test. The Customer receives the necessary access data from the DataTransfer Support team in writing. The test is performed in order to verify the processing procedure and is a mandatory requirement. The Customer is notified of the test result by e-mail.
  - 4.2 Commencement date**

Subscription to the service commences when Swiss Post grants approval for data delivery following successful completion of the test operation. Approval is given in the form of an e-mail from the DataTransfer Support team sent to the Customer's contact persons as specified at the time of registration.
  - 4.3 Identification**

Swiss Post identifies the sender of the data by the identification elements which it has assigned to the Customer.
  - 4.4 Transmission of parcel data by the Customer**

The Customer undertakes to transfer the parcel data to Swiss Post on the day of posting, at the latest 45 minutes before the arrival of the parcels at the relevant parcel center. Customers are also responsible for the successful transmission of data via DataTransfer. Using the free electronic reports described in the DataTransfer manual, the Customer checks whether the parcel data reached Swiss Post in time.
  - 4.5 Transmission of "Letters with barcode" (BMB) consignment data by the Customer**

The Customer undertakes to print out the BMB delivery notes prepared by DataTransfer in duplicate and enclose them with the relevant consignments. The copy (duplicate) stamped by Swiss Post serves as the Customer's proof of mailing.
  - 4.6 Transmission of the "Letters dispatch list" consignment data by the Customer**

The consignment data transmitted is a self-declaration by the Customer. The data provided must be correct, complete and truthful. The Customer undertakes to print out the consignment note (PDF file) created by DataTransfer and enclose it with the relevant consignment at the time of posting.
- 5 Billing**
  - 5.1 Parcels**

Swiss Post bills the Customer on the basis of the data it has collected, while also taking account of the data supplied by the Customer. Only parcels physically handed over to Swiss Post are billed.
  - 5.2 "Letters with barcode"**

"Letters with barcode" (BMB) must bear the usual postal prepayment impressions and be declared correctly. The basis for invoicing is the dispatch list/delivery note or a "Letter mail easy" service contract.
  - 5.3 "Letters dispatch list"**

Orders created online are not billed directly. Only when the letter mail has been physically handed over to Swiss Post will the amount calculated (list price or agreed price in individual contracts) for that consignment be charged via the monthly Swiss Post invoice.
- 6 Costs**

The use of DataTransfer is free of charge for the Customer. The notification service pursuant to section 9 is subject to charge.
- 7 Other Customer obligations**
  - The Customer is responsible for providing Internet access and the necessary hardware and software components with the relevant configurations, and bears the associated costs.
  - The Customer must take all preventive measures needed to prevent unauthorized access to other systems and the spread of viruses. In particular, the Customer must ensure that all installations and devices in the Customer's possession that are used for data delivery via DataTransfer are protected from unauthorized access and manipulation.
  - The Customer is responsible for careful and secure storage of the identification elements (user ID, password) required for using the service and must ensure that no third parties gain access to them.
  - If the Customer has reason to suspect that an unauthorized third party knows the identification elements or has unauthorized access to the services provided, he/she must report this immediately to the Swiss Post Contact Center ([contactcenter@swisspost.ch](mailto:contactcenter@swisspost.ch)) and independently implement appropriate protective measures.
  - The Customer must ensure that the consignment data submitted via DataTransfer matches the consignments handed in for posting and their recipient addresses.
- 8 Availability of DataTransfer**

Swiss Post endeavours to maintain a fully available service without interruptions. 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 ensure that any interruptions to rectify malfunctions, to carry out maintenance work or to install new technologies are brief and will schedule them for low-traffic hours whenever possible.

- 9 Notification services**  
If notification services are used as part of DataTransfer, the GTC "Notification services" shall apply in addition to these GTC.
- 10 Liability**
- 10.1 Swiss Post 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.) 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.
- 10.2 Encrypted data delivery**  
Swiss Post recommends an encrypted form of data delivery in compliance with its specifications. Swiss Post will not accept any liability if other delivery channels are used or if the security parameters are not adhered to.
- 11 Access block**  
Swiss Post is entitled to terminate the Customer's access to DataTransfer without giving notice and without incurring any costs if the Customer breaches the terms of these GTC, there is a suspicion of misuse, the security of the system is no longer guaranteed or if the Customer is in arrears in relation to the payment of invoices.
- 12 Data protection**  
The general data protection provisions of the GTC "Postal Services for business customers" apply.  
The data privacy statement on the website [www.swisspost.ch/data-privacy-statement](http://www.swisspost.ch/data-privacy-statement) provides further information about data processing by Swiss Post.
- 13 Entry into effect, duration and termination**  
The contract comes into force upon confirmation of registration, in accordance with section 3, and is concluded for an indefinite period. It may be terminated at any time by the Customer and Swiss Post, subject to a period of one month's notice as of the end of a month. The contractual relationship may be cancelled with immediate effect at any time if the Customer repeatedly breaches his/her contractual obligations despite having received a warning from Swiss Post, or for any other compelling reason.

- 14 Changes 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. 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.
- 15 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 by an admissible effective clause which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.
- 16 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.
- 17 Applicable law and place of jurisdiction**  
The contract is governed by Swiss law.  
  
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).
- 18 Form of publication**  
The current GTC which constitute an integral part of the contract 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 paper versions are only copies of the current and legally binding GTC published on electronic media and that paper versions of the GTC are only legally binding if they conform fully to the electronic version.

© Post CH Ltd, June 2020