

General Terms and Conditions

Permanent authorization

- 1 Scope of application**

These General Terms and Conditions (GTC) govern the business relationships between the customers (hereinafter also referred to as the Customer) and Post CH Ltd (Wankdorfallee 4, 3030 Bern, Switzerland; hereinafter Swiss Post) in connection with the "Permanent Authorization" service. The GTC, together with the GTC "Postal Services for Private Customers" and the GTC "Postal Services for Business Customers" and the associated factsheet (incl. price list), form the basis for registering permanent authorizations in Swiss Post's electronic system. The most recently dated documents of Swiss Post are authoritative. References to persons refer to individuals of all gender identities and to more than one person.
- 2 Service description**

By issuing a permanent authorization, the Customers enable the authorized agents to receive mail items, payments, court documents or debt collection documents on their behalf and to confirm their reception by means of a signature.
- 3 Issuing of permanent authorizations**

Permanent authorizations shall be issued in person by the Customers at the counter on the basis of a personal identification document or by confirmation of their notarized signature. It is also possible to issue a permanent authorization via the internet on the basis of a user account and the Customer's personal login. The Customers can list any number of authorized persons.
- 4 Delivery of consignments**

The consignments handed over to the authorized agent shall be regarded as having been delivered to the Customer. The authorized person is responsible for forwarding the consignments to the Customer. Swiss Post retains the right at all times to verify the identity of the authorized person and the authorization of that person to take receipt of the consignments. Excluded from this service are consignments that may be delivered only to the recipient (consignments with the additional services "Personal delivery" or "ID check" and letters with ID check).
- 5 Fee**

Permanent authorizations may only be issued and continued in return for a payment. The prices and further details can be found in the documents listed in section 1. The fees are payable in advance. Payments that have already been made will not be reimbursed in the event of termination.
- 6 Liability**

Swiss Post's liability is determined based on the relevant provisions of the GTC "Postal Services for Private Customers" and the GTC "Postal Services for Business Customers". To the extent permitted by law, Swiss Post is in particular relieved of any liability for consequential damage or loss of profit.
- 7 Data protection**

The general data protection provisions of the GTC "Postal Services for Business Customers" and the GTC "Postal Services for Private Customers" apply. The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post.
- 8 Duration and abrogation of authorizations**

Permanent authorizations that have been issued generally have unlimited validity. They can be cancelled at any time and deleted in the Swiss Post system. Authorizations shall neither lapse on death nor on loss of capacity to act or in the event of bankruptcy of the Customer or authorized person.
- 9 Amendments to the GTC**

Swiss Post reserves the right to amend the GTC at any time. 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.
- 10 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.
- 11 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.
- 12 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).
- 13 Conciliation office**

Prior to referral to the competent courts, Customers have the option to settle the dispute at the PostCom conciliation office. Contact information can be found at www.ombud-postcom.ch.
- 14 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 are only copies of the current and legally binding GTC published on electronic media and that paper versions are legally binding only if they conform fully to the electronic version.

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