

# General terms and conditions

## Analogue and digital service

### 1 Scope

These analogue and digital service General Terms and Conditions (hereinafter GTC) govern the business relationships between the Customers and Post CH Network Ltd (Wankdorffallee 4, 3030 Bern, Switzerland; hereinafter Swiss Post) in connection with the service "analogue and digital service".

The GTC "Postal Services for Private Customers" shall apply in addition to and form the basis for the use of digital or analogue services together with these GTC in their currently valid version. All general terms and conditions can be viewed at [www.swisspost.ch/gtc](http://www.swisspost.ch/gtc).

References to persons apply to individuals of all gender identities and to more than one person.

### 2 Service description

The service "analogue and digital service" offered by Swiss Post includes the following advice and services relating to:

- Mobile phones and notebooks: Swiss Post provides support with questions concerning the selection, set-up and use of mobile phones and notebooks. It demonstrates how to install apps.
- Digital forms: Swiss Post provides support with formal questions on filling in digital forms.
- New payment methods: Swiss Post shows Customers how digital payment methods can be used with mobile phones.
- Public services: Swiss Post explains and supports Customers with notification and registration procedures in connection with public services.
- Analogue services such as packaging services.

### 3 Customer obligations

3.1 The Customers shall make all arrangements to ensure that the Swiss Post employee can provide the service. In particular, these include providing access to the relevant devices, making available or removing all passwords required and ensuring that the necessary programs and devices are available, as well as supplying information that is necessary for the provision of analogue services. The Customers are responsible for backing up all their data in advance (latest version).

3.2 If no successful work can be carried out due to failure to meet the aforementioned preconditions or if the Swiss Post employee refuses to provide further services due to reasons for which the Customers are responsible, the service provided up to that point shall be invoiced at the current hourly rate.

3.3 The Customers assume responsibility for ensuring the end device they use and the software found on it is free of viruses and other harmful programs; the Customers shall compensate Swiss Post in full for any direct or indirect damage caused by violations of the above. They hereby expressly release Swiss Post from any third-party claims.

### 4 Prices and payment methods

4.1 The current prices communicated in the branches are authoritative.

4.2 In the case of time-dependent prices, the price for an additional price unit may be charged when the intended time is reached.

### 5 Warranty for services

Swiss Post's service is limited to the service agreed with the Customers in each case. Swiss Post takes responsibility for providing a careful service but explicitly offers no guarantee of success. In the case of inadequate installation work due to intentional or grossly negligent conduct on the part of the person performing it, the Customers are entitled to request a free repair of the installation work. Any claims of the Customers that go beyond this are excluded to the extent permitted by law.

### 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 is liable for damage to or loss of the Customers' devices if this is due to an intentional act or gross negligence on the part of the Swiss Post employee. Compensation is limited to the current value of the item in all cases.

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 cannot be held responsible for misuse or damage caused by third parties or for the security failings of the telecommunications network or the Internet and is not obliged to assume any further costs (repair or support costs).

Swiss Post does not accept any liability for damage or loss caused by auxiliary personnel and third parties it engages (e.g. subcontractors, 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. To the extent permissible by law, Swiss Post does not accept liability for damage or losses arising from force majeure or disruptions occurring due, in particular, 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.

### 7 Data protection

#### 7.1 General

When collecting and processing personal data, Swiss Post complies with the current legislation, especially data protection law and the Postal Services Act. It safeguards customer data with suitable technical and organizational measures and treats it confidentially.

It collects, processes and stores personal data to the extent necessary to provide these services, for the security of operations and infrastructure, for invoicing, and to manage and maintain customer relationships, specifically to ensure a high quality of service. With the prior approval of the Customers, certain personal data, in particular address details, may be disclosed to other third parties in individual cases for previously notified processing purposes.

#### 7.2 Rights of data subjects

The Customers may request information on the processing of their personal data. The Customers have the right to have their data deleted or destroyed. They may forbid or block the processing of their data, provided it is not necessary to render the services they have requested. This also applies to the disclosure of their data to third parties. The Customers have the right to have incorrect personal data corrected. If neither the correctness nor the incorrectness of the data can be determined, they may request a note of objection to be added. If the Customers have expressly consented to further data processing, they may revoke this at any time. The legality of the data processing for the entire duration of the valid consent is not affected by this. All legal provisions which oblige or entitle Swiss Post to process or disclose data remain reserved. If the deletion of the data is not permitted for legal reasons, the data will be blocked instead of deleted.



To assert their rights as a data subject, Customers must contact the following address in writing along with a copy of their passport or ID card: Post CH Ltd, Swiss Post Contact Center, Wankdorfallee 4, 3030 Bern.

- 7.3 Involvement of third parties (processors)  
Swiss Post may involve third parties to render services and supply the necessary data to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as Swiss Post itself and may – subject to differing legal regulations – not process the data for its own purposes and only on behalf and on the instructions of Swiss Post. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner.  
The data processors may also be domiciled abroad. Swiss Post guarantees that the data processors will apply appropriate data protection in the destination country.
- 8 Amendments to the GTC**  
Swiss Post reserves the right to amend the GTC and range of services or to discontinue the service at any time.
- 9 Severability clause**  
Should individual provisions of these GTC be invalid, incomplete or unlawful or prove impossible to implement, 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.
- 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 Customers' consent provided Swiss Post controls the company directly or indirectly. Furthermore, Swiss Post is entitled to transfer or assign contracts or claims arising from them to third parties for collection purposes without the Customers' consent.
- 11 Applicable law and place of jurisdiction**  
11.1 The contract is governed by Swiss law.  
11.2 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 of the Swiss Civil Procedure Code for consumers).
- 12 Legally valid publication platform**  
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 paper version of the GTC on request. The Customers acknowledge that paper versions 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 to the electronic version.

Post CH Ltd, august 2025

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