

# GENERAL TERMS AND CONDITIONS FOR THE DIGITAL INBOX

## 1 Area of validity and principles

- 1.1 These General Terms and Conditions (GTC) govern the contractual relationship between customers (hereinafter the "Customer") and Post CH Ltd (hereinafter "Swiss Post") for use of the service "Digital Inbox" (DI).
- 1.2 The DI is geared exclusively towards the letter channel and Swiss Post excludes certain consignment types from this offer in whole or in part (e.g. court and debt collection documents or cash on delivery consignments).
- 1.3 Supplementary information about the range of products and services and their corresponding prices can be viewed at [www.swisspost.ch/digital-inbox](http://www.swisspost.ch/digital-inbox) and, together with the "Redirect mail" GTC, form an integral part of the contract concluded between the Customer and Swiss Post.
- 1.4 References to persons apply to both women and men as well as to more than one person.
- 1.5 Swiss Post performs the contractually due services with the involvement and support of Swiss Post Solutions Ltd (hereinafter referred to as sub-contractor or SPS), a subsidiary of Swiss Post. In doing so, it must allow the activities and omissions of SPS to be considered as its own services.

## 2 Subscriber and usage requirements

- 2.1 The Customer must have logged in and registered in order to use the DI. When registering, the Customer must indicate a correct delivery address to which any items to be physically delivered to him/her can be forwarded (cf. section 4 below).
- 2.2 Swiss Post reserves the right to request proof of identity from the Customer. The Customer must bear the costs of this confirmation. If the Customer does not submit the confirmation of identity in due time, Swiss Post can delete the account without prior notice.
- 2.3 In order to use the DI, the Customer must register during the order process at [www.swisspost.ch/digital-inbox](http://www.swisspost.ch/digital-inbox). During the order process, the Customer enters the addresses of the companies for which Swiss Post is to set up redirection of letters that can be machine-sorted to the scanning center.
- 2.4 It is the Customer's responsibility to select a complex password (not banal passwords like "ASDF1234", "luke72", etc.), which should be appropriate for the level of protection required by the Customer's account.
- 2.5 Swiss Post reserves the right to reject any applications for registration without giving reasons for doing so.
- 2.6 The Customer undertakes when registering and dealing with other user matters to provide full and truthful details, to keep such details up to date (particularly e-mail and physical delivery address) and to correct any errors immediately. The Customer acknowledges at the time of application that he/she has the legal capacity to act or is an authorized representative and acts with the consent of any relevant legal representative.
- 2.7 After successfully logging in, the Customer will remain logged in until he/she logs out of the DI or is logged out of the system after prolonged inactivity. Upon accessing the service or at certain times, the DI can request that the Customer re-enter the password.
- 2.8 The Customer is responsible for ensuring that he/she uses the login only on devices which are used exclusively by him/her or persons authorized by him/her.

## 3 Customer obligations

- 3.1 The Customer undertakes not to breach any contractual or legal obligations when using the DI. The Customer is responsible for the careful safekeeping, proper use and quality of his/her password. He/she must change his/her password immediately as soon as he/she knows or suspects that an unauthorized person may have knowledge of or access to it.
- 3.2 The Customer is responsible for the timely acknowledgement of consignments.
- 3.3 The Customer is obliged to inform the recipient of postal items affected by the DI about the legal effects of the granting of authorization (cf. section 6 below) and to oblige them to accept the applicability of these GTC.
- 3.4 If the Customer or the user has reason to believe that an unauthorized third party knows their authentication features or has gained unauthorized access to the platform or the individual functions offered on it, the Customer must notify the Swiss Post Contact Center immediately ([custcare@swisspost.ch](mailto:custcare@swisspost.ch)) and change his/her password.
- 3.5 The Customer must also notify the Swiss Post Contact Center ([custcare@swisspost.ch](mailto:custcare@swisspost.ch)) of any failures and interruptions in the system as soon as possible. The Customer bears the cost of troubleshooting in cases where an interruption is due to defects or faults in equipment used by the Customer.

## 4 Service description

- 4.1 In the DI, Swiss Post records machine-sortable letter mail addressed to the Customer at one of its processing sites and then creates electronic images of the respective consignment content (hereinafter referred to as "Scans"), provided that this is possible and agreed upon with consideration of the agreed exceptions.
- 4.2 The parties may agree in advance that certain consignments with relevant keywords in the delivery address (personal, confidential, etc.) or consignments to be delivered in person will not be scanned but rather forwarded to the Customer as physical originals.
- 4.3 Consignments that are not to be scanned and items from the defined exception list will be reintroduced into Swiss Post's ordinary delivery process once a week and delivered to the Customer in physical form.
- 4.4 For a fee, scanned consignments can be ordered as a physical original within 30 days of receipt. After this deadline, consignments and scans still with Swiss Post will be professionally destroyed.
- 4.5 If the service fails, the Customer will be informed and the consignments in question will then be sent to him/her via Swiss Post's ordinary delivery process.
- 4.6 The output format of scanned documents is "searchable PDF" (PDF/A, 300 dpi, colour, with full text without error corrections).
- 4.7 The start date for the service is set out in the order process.
- 4.8 Consignments are processed on Monday to Friday (excluding public holidays) from 7 a.m. to 5 p.m. Swiss time. New Year's Day, St. Berchtold's Day, Good Friday, Easter Monday, Ascension, Whit Monday, Swiss National Day, Christmas Day and Boxing Day are deemed public holidays.

## **5 Detailregelung der Leistungen**

- 5.1 As a basic principle, Swiss Post shall scan the consignment content of automatically recognized addresses. During the order process, the Customer can opt for one of the service options "Open all post" or "Open all post except for personal/confidential/private/registered post".
- 5.2 The same applies to consignments for which it is not clear that they should not be scanned until they are opened:
- Content not on paper
  - Valuable content (banknotes, vouchers, tickets, etc.)
  - Documents with PINs and passwords
  - Newspapers, magazines, brochures
  - Format smaller than A6 / larger than A4
- These will be forwarded unscanned to the Customer as a physical original.

## **6 Authorizations and delivery policies**

- 6.1 The Customer expressly authorizes Swiss Post to accept on his/her behalf, open, where appropriate, and scan in consignments addressed to him/her that can be received via the DI.
- 6.2 This authorization expressly includes registered consignments (R). Swiss Post will provide a signature in the Customer's name for all consignments addressed to the Customer. These are deemed to have been delivered to the Customer when they are accepted at one of Swiss Post's processing sites.
- 6.3 The Customer is aware that the delivery of certain consignments can trigger legal deadlines in accordance with authoritative legislation and court practice and that this also applies to the use of the DI and the receipt of individual consignments by Swiss Post. The time when the Customer is/was actually informed of the receipt of the respective consignments is not decisive in this respect. Moreover, delays may occur in electronic transmission. The Customer shall therefore use the DI and the data transfer exclusively for his/her benefit and at his/her own risk.

## **7 Remuneration**

- 7.1 The use of the DI is subject to a fee. The Customer shall bear all costs associated with his/her account. The prices and pricing models published on the website [www.swisspost.ch/digital-inbox](http://www.swisspost.ch/digital-inbox) apply.
- 7.2 Swiss Post shall issue invoices based on the prices and pricing models and on its records. The invoice amount is payable to the account stated on the invoice within 30 days or will then fall due. In respect of annual subscriptions, the annual invoice amount will be charged in the monthly billing cycle following the subscription anniversary date. All outstanding amounts shall fall due upon termination of the contract. Payments that have already been made will not be reimbursed in the event of termination.
- 7.3 If an invoice is not paid despite two reminders, the Customer may be prevented, without prior notice, from using DI until the invoice amount has been paid in full.

## **8 Blocking an account**

Swiss Post is entitled to terminate the Customer's access to the account 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. Swiss Post can take additional measures to prevent misuse. These include the temporary blocking of the login and access to online services and apps without giving notice.

## **9 Duration and termination**

- 9.1 The contract is of indefinite duration. It may be cancelled in writing at any time subject to a notice period of one month prior to the end of a calendar month.
- 9.2 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.

## **10 Rights to the solution**

- 10.1 All rights to the solution and the basic infrastructure provided to the Customer, i.e. the rights to the hardware and software components used, remain with Swiss Post.
- 10.2 If software licenses are acquired from third parties for the Customer and paid for by the Customer, the Customer will be directly entitled to these licenses.

## **11 Data protection**

- 11.1 When collecting and processing personal data, Swiss Post complies with the current legislation, especially data protection law, the Postal Services Act and postal secrecy. It safeguards customer data with suitable technical and organizational measures and treats it confidentially.
- 11.2 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.
- 11.3 The Customer authorizes Swiss Post and involved third parties to process the data provided to it as part of this contract in order to fulfil its contractual and legal obligations, to ensure that a high quality of service is provided and to maintain customer relationships within Swiss Post Group. Swiss Post guarantees that the data will not be made available to unauthorized third parties outside Swiss Post Group.
- 11.4 Personal data may be disclosed to third parties who do not act as a data processor for previously notified processing purposes to the extent that it is legally permissible or with the prior consent of the Customer.
- 11.5 Swiss Post shall provide the service from data centers located in Switzerland. SPS is ISO 27001-certified.
- 11.6 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.

## **12 Involvement of third parties (processors)**

- 12.1 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 data processors in a prudent manner.
- 12.2 The data processors may also be domiciled abroad. Swiss Post guarantees that the data processors will apply appropriate data protection in the destination country.
- 12.3 The individually configured specialist IT applications used to provide services for the Customer and the data processed with them will be excluded from outsourcing to third parties if the Customer has in the specific case received a guarantee that operation or processing will be carried out exclusively at Swiss Post. General office, communication and collaboration applications are not classified as specialist IT applications.

## **13 Rights of people affected**

- 13.1 The Customer has the right to request information on the processing of his or her personal data or its correction, deletion or destruction. He may forbid the processing of his data, provided it is not necessary to render the services he has requested. This also applies to the disclosure of his or her data to third parties. If the Customer has expressly consented to further data processing, he 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. If neither the correctness nor the incorrectness of the data can be determined, the Customer may request a note of objection to be added.
- 13.2 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.
- 13.3 To assert his/her rights, the Customer must contact the following address in writing along with a copy of his passport or ID card: Post CH Ltd, Swiss Post Contact Center, Wankdorfallee 4, 3030 Berne, Switzerland [custcare@swisspost.ch](mailto:custcare@swisspost.ch). As e-mails are not encrypted, they are exposed to the typical security risks for this means of communication.

## **14 Responsibility of the Customer**

If the Customer processes third-party data when using the service, he or she shall remain exclusively responsible in respect of the persons affected.

## 15 Confidentiality

- 15.1 The parties shall treat all facts and information (hereinafter referred to as information), which are neither evident nor publicly accessible, as confidential. In case of doubt, information shall be treated as confidential. This duty to maintain confidentiality shall also be adhered to prior to concluding the agreement and shall continue to apply after termination of the contractual relationship. It shall not apply if there is a legal duty of disclosure.
- 15.2 Advertisement and publications concerning project-specific services require the prior written consent of the contractual partner.
- 15.3 The parties undertake to ensure that their employees treat all information that is not publicly accessible, which they require for service provision, confidentially.
- 15.4 If the confidentiality agreement is breached by one of the parties, the counterparty is entitled to terminate the contract immediately and without observing a period of notice.

## 16 Availability and service interruptions

- 16.1 Swiss Post endeavours to ensure maximum uninterrupted availability of the login, the account and functions. However, it does not guarantee an uninterrupted service, service at a certain time or the completeness, authenticity and integrity of the stored data or the data sent via its system or the Internet.
- 16.2 Swiss Post will keep short all interruptions necessary to rectify disruptions, implement maintenance windows or introduce new technologies, etc. and will carry them out during quiet times whenever possible.

## 17 Liability

- 17.1 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.
- 17.2 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) either.
- 17.3 Claims in respect of product liability and personal injury remain reserved.
- 17.4 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.
- 17.5 The same liability principles and rules apply to the transportation and delivery of the consignments as to the scanning and forwarding of the consignments in accordance with this contract. The provisions applying to the respective mail item category and mailing option in each specific case are always authoritative in the same way as the provisions from the postal services GTCs for business customers of Swiss Post applicable to the same.
- 17.6 The parties will not be subject to any further liability for non-performance or poor performance of their contractual obligations, unless the action constitutes wilful intent or gross negligence. Evidence in this regard is to be produced by the respective party which is asserting a claim for any services relating to liability of the counterparty or third parties.
- 17.7 In particular, all liability for indirect damage, consequential damage, loss of data, loss of profit, non-realized profits, additional expenses or third-party claims is excluded. The same applies if an event is attributable to force majeure or accidental circumstances, or if the damage has been caused by the negligence of the other party, an employee or auxiliary agent of the other party, or a third party.

## 18 Legal form of publication

- 18.1 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).
- 18.2 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 solely 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.

## 19 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.

## 20 Applicable law and place of jurisdiction

- 20.1 The contract is governed by Swiss national law. The UN Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) is expressly excluded.
- 20.2 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).

© Post CH Ltd, June 2019