

General terms and conditions

Display Advertising

1 Scope

These General Terms and Conditions (GTC) govern the business relationships between customers (hereinafter also referred to as the Customer) and Post CH Ltd (Wankdorffallee 4, 3030 Bern, Switzerland; hereinafter Swiss Post) in connection with the use of the "Digital Advertising" service. References to persons apply to individuals of all gender identities and to more than one person.

2 Service description

Swiss Post's "Display Advertising" service comprises the following products:

- Display advertising across all Swiss Post channels
- Display advertising outside Swiss Post channels

The details can be found online at <https://advertising.post.ch/en/programmatic-advertising/>

3 Customer obligations

3.1 Payment

The Customer is responsible for paying for the ordered services on time.

3.2 Payment terms

Subject to price changes. All prices are exclusive of VAT. Unless otherwise agreed, invoices are payable strictly net within 30 days. Swiss Post reserves the right to request payment as soon as an order is placed.

Any reminders relating to outstanding payments, along with further payment collection costs, shall be charged to the Customer at CHF 20 per reminder. If the Customer is in arrears with the payment, default interest of 5% per annum will be charged. Swiss Post reserves the right to assign the collection of unpaid invoice amounts to a debt collection company if they do not receive a reply to an issued reminder.

3.3 Delivery of advertising materials

Advertising materials must be delivered by the deadline stipulated in the tariff (no later than five working days in advance of the planned go-live date); otherwise, it will not be possible to publish them on time. Swiss Post accepts no liability for errors in the transmission of advertising formats.

3.4 Content and design of advertising materials, indemnification

The Customer bears sole responsibility for the content and design of advertising materials. They agree to comply with the relevant statutory provisions and industry regulations and bear responsibility for this vis-à-vis Swiss Post.

The Customer undertakes to hold Swiss Post and governing bodies or employees of Swiss Post fully harmless for all claims for compensation, claims by third parties, and any fines and procedural costs that arise in connection with the commissioned advertising campaign.

The same applies for costs, penalties and expenses, including the costs of defending against claims and other costs for legal representation, experts' fees or court costs, including protection of rights in criminal proceedings, that arise as a result of such claims by third parties or procedures of the authorities.

4 Exclusions on content

The Customer shall grant Swiss Post the unrestricted right to place the advertising material submitted to it on its own online platform or on third-party platforms or to publish it in any other way, whereby the possibility of further editing of such advertising material must be taken into consideration.

Swiss Post reserves the right to demand the modification of advertising materials at any time or to refuse or temporarily discontinue promotional materials or suspend advertising orders at any time and without having to provide a reason. Such refusals, temporary suspensions or requests for modifications may relate to the content, origin or technical form of the advertising materials in question, and may become necessary if the materials breach applicable legal or regulatory provisions or Swiss Post cannot reasonably be expected to publish them.

Customers are not permitted to publish advertising material which:

- contains content that infringes privacy, is immoral, glorifies violence or includes themes of a religious or pornographic nature;
- is untrue, misleading, or dishonest;
- otherwise breaches legal provisions governing the advertisement of weapons;
- is contrary to the interests of Swiss Post (the latter shall decide freely and in consideration of the principle of equal treatment whether or not to authorize relevant advertising campaigns);
- contains overly distracting forms of advertising

Cryptoassets, online dating platforms and medications assigned to dispensing categories C-E may only be advertised with the prior approval of Swiss Post.

5 Confidentiality

The parties shall treat as confidential all information to which they become party through or in connection with this contract and which is neither common knowledge nor in the public domain. This duty of confidentiality also covers the pre-contractual exchange of information and shall remain in effect indefinitely beyond the term of the Agreement.

The parties undertake to implement all economically reasonable as well as technically and organizationally feasible measures to ensure that confidential facts and information are effectively protected against unauthorized access and disclosure.

No violation of the duty to maintain confidentiality shall be deemed to have occurred if confidential information is transmitted by Swiss Post within the Swiss Post Group or to associated third parties.

The duty of confidentiality does not apply if an obligation to disclose the confidential information exists due to an enforceable official or judicial order or mandatory law. The other party must be informed beforehand, insofar as this is legally permissible. Swiss Post is authorized to deliver the information regarding digital advertising (advertising format, runtime, language, tariff, etc.) required to prepare the standard industry advertising statistics to one or more relevant specialist institutions.

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. subcontractors, suppliers, etc.) that 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 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 Datenschutz**
Swiss Post observes the provisions of Swiss data protection legislation and the Postal Services Act when recording and processing personal data. It safeguards customer data with suitable measures and treats it confidentially. 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 so as to ensure a high quality of service.

In order to provide the Customer with the best possible service, technical analysis tools are used. Swiss Post may compare this data anonymously with user information from third parties or generate user statistics and forward these statistics to third parties.

With regard to Swiss Post providing a fair market offer, the Customer agrees that Swiss Post may collect and process his or her login and usage data for market research, consultation and promotional purposes. In the event that Swiss Post engages third parties to provide the services, it will be authorized to make available to them the data necessary for this purpose.

These third parties are subject to the same obligations with regard to data protection as Swiss Post itself. If the Customer processes third-party data, they shall be solely responsible to those affected by the processing of such data. The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post.

- 8 Delivery of advertising material and reporting**
Impressions are provided as an estimate and in no way constitute a guarantee. They are based on market analyses and historical data, and may be subject to market forces. Services are invoiced based on the number of actual impressions generated. Swiss Post provides a post-campaign report on the performance of the corresponding campaign, including the click-through rate (CTR), impressions and clicks, broken down by language and subject.
- 9 Amendments to the GTC**
Swiss Post reserves the right to amend the GTC and range of services upon termination of the contract or to discontinue the service at any time.
- 10 Salvatorische Klausel**
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.
- 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 transfer 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 therefrom to third parties for collection purposes without the Customer's consent

- 12 Involvement of third parties**
Swiss Post is entitled to use third parties to provide services. It shall remain responsible for the contractual performance of the services provided by such third parties.
- 13. 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.
- 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. Customers acknowledge that paper versions of the GTC 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 with the electronic version.

Post CH AG, May 2024

Post CH Ltd
Logistics Services
Wankdorfallee 4
3030 Bern
Switzerland

0848 888 888
contactcenter@swisspost.ch
www.swisspost.ch

