

# General Terms and Conditions

## Single 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 "Single Authorization" service. The General Terms and Conditions (GTC), together with the GTC "Postal Services for Business Customers" and the GTC "Postal Services for Private Customers" and the associated factsheet (incl. price list), form the basis for the issuance of a single authorization for the collection of a precisely specified single consignment by a third party. 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 single authorization, the Customers authorize a designated third party to receive a specific mail item, payment or a court document or debt collection document on their behalf and to confirm its reception by means of a signature.
- 3 Issuing of single authorizations**

Single authorizations can be issued via the Internet on the basis of an user account and the Customer's personal login or by telephone.
- 4 Delivery of consignments**

The basis for handing over and receiving the consignment is the printed or electronic version of the Swiss Post form. The consignment handed over to the authorized person shall be deemed to have been delivered to the Customer. The authorized person is responsible for forwarding the consignment 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 consignment. 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**

The issuing of single authorizations is free of charge. For further details, please refer to the documents specified under section 1.
- 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](http://www.swisspost.ch/data-privacy-statement) provides further information about data processing by Swiss Post.
- 8 Amendments to the GTC**

Swiss Post reserves the right to amend the GTC and range of services at any time. The respective latest versions will be duly published on the Swiss Post website ([www.swisspost.ch/gtc](http://www.swisspost.ch/gtc)).
- 9 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.
- 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 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.
- 11 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).
- 12 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](http://www.ombud-postcom.ch).
- 13 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](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 are legally binding only if they conform fully to the electronic version.

Post CH Ltd, January 2022

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