

GENERAL TERMS AND CONDITIONS

E-POST OFFICE

- 1 Scope**

These E-Post Office General Terms and Conditions (hereinafter referred to as the "GTC") govern the contractual relationship between the Customer and Post CH Ltd (Wankdorfallee 4, 3030 Berne, Switzerland, hereinafter referred to as "Swiss Post") for the use of the E-Post Office platform and the services based on it (hereinafter together referred to as "E-Post Office"). The GTC supplement the "Login Customer Center" GTC (see section 1.2 of these GTC). In the event of any inconsistencies, the "E-Post Office" GTC take precedence. The "Login Customer Center" GTC are published on the www.swisspost.ch/gtc website. References to persons refer to both men and women as well as to more than one person.
- 2 Subscriber and usage requirements**
 - 2.1 General**

The registration and use of E-Post Office requires a valid postal address in Switzerland. To use E-Post Office, the Customer requires an e-mail address, a valid Swiss mobile number and Internet access via a standard Internet browser (e.g. via a PC, tablet computer or smartphone).
 - 2.2 Registration with "Login Customer Center"**

To use E-Post Office, the Customer must be registered for the "Login Customer Center" services with a postal address in Switzerland.
 - 2.3 Registration with activation code**

The Customer must register online to use E-Post Office. Registration is carried out via the "Login Customer Center" service. After successful registration, Swiss Post sends the Customer an activation code for letter activation to the address stored in "Login Customer Center" if that address has not been verified yet. As long as the Customer has not carried out the letter activation, he cannot use E-Post Office. These GTC must be expressly accepted by the Customer as part of the registration process by clicking the corresponding checkbox. They are part of the agreement and are published on the www.swisspost.ch/gtc website. Swiss Post may reject registration applications without stating the reasons.
- 3 Service description**
 - 3.1 Sender**

A sender refers to any natural person or legal entity which sends a message to the Customer via E-Post Office (hereinafter referred to as "mail item"). On the sender's side, a corresponding contractual relationship with Swiss Post is required to send items via E-Post Office.
 - 3.2 Recipient**

A Customer who has registered with E-Post Office via "Login Customer Center" is considered to be the recipient. In doing so, the Customer has the option to manage his sender customers (see section 3.3).
 - 3.3 Determination of the type of receipt**

The Customer chooses in E-Post Office sender customers from whom he wishes to receive mail items via "E-Post Office portal delivery" ("portal delivery", "electronic"). Mail items are delivered as "letters" if the sender customers are not added.
 - 3.4 Postal letter delivery condition**

Swiss Post endeavours to take the receiving preferences of the Customer into account as far as possible. To ensure timely delivery, Swiss Post may deliver by letter at any time and at its own discretion. Swiss Post may provide information on the failure of electronic delivery and the possible reasons (e.g. system failure, too little memory).
 - 3.5 E-Post Office portal delivery**

The mail item is saved in E-Post Office during E-Post Office portal delivery. The Customer is informed of the receipt of mail items in accordance with his settings.
 - 3.6 Replying/forwarding via E-Post Office**

In the case of portal delivery, the Customer can send a reply to the sender or forward received mail items. The reply is sent via the E-Post Office channel according to the receiving preference of the original sender (portal delivery or letter). The reply/forward value-added services are subject to a charge (see section 5).
 - 3.7 @epost.ch e-mail address**

E-Post Office offers the Customer an @epost.ch e-mail address with which to receive and send e-mails (hereinafter: epost.ch e-mail address). The epost.ch e-mail address cannot be selected as a receiving preference. E-Post Office mail items can be forwarded to third parties via the e-mail address free of charge, and replied to if the original sender has selected the corresponding option in E-Post Office. Details regarding file sizes, formats, etc. can be found on the www.swisspost.ch/epostoffice website. Access is possible via E-Post Office and IMAP and takes place via an encrypted (SSL) connection. The contents themselves are not encrypted.
 - 3.8 Access rights**

The Customer can grant third parties who use E-Post Office as recipients access rights to all or some of his file folders. This allows those who have been granted access rights to view and process (e.g. save and print) all contents stored in shared folders (e.g. files and any available subfolders). If the Customer grants access rights, he remains responsible for the use of E-Post Office by authorized persons in accordance with the applicable agreements and the law. This responsibility applies in particular vis-à-vis Swiss Post. The Customer undertakes to advise such authorized persons of the obligations related to E-Post Office and/or to make them aware of the consequences of any violation of these obligations.
 - 3.9 Data upload**

The Customer can upload his own files from his device to his folders in E-Post Office. Details regarding file sizes, formats, etc. can be found on the www.swisspost.ch/epostoffice website. The Customer is responsible for the content and, in particular, the lawfulness of the files and information uploaded by him; in particular, section III of the "Login Customer Center" GTC shall apply. As part of the upload procedure, Swiss Post checks the files for malicious programming code (e.g. viruses, malware, etc.) and reserves the right to prevent the upload of files affected by malware.
 - 3.10 Sync client**

To synchronize files with other systems, the Customer is provided free of charge with sync client software (hereinafter referred to together as "sync client"), which can be automatically updated. Swiss Post does not guarantee successful installation, functioning of the sync client on the Customer's system or the synchronization of the data to be transferred. In so far as it complies with these GTC, we shall issue a limited non-exclusive, non-transferable, revocable license to use the software exclusively for access to the services. In so far as a software component is offered under an open source license, we shall make the license available to you, and the conditions of the licence may expressly override individual terms of these GTC. To the extent permitted by law, you agree not to attempt to reverse engineer, or decompile the service or use supported decompilers for it.
 - 3.11 Digital signature**

On behalf of the sender, mail items for which the recipient has chosen the "electronic" receiving preference (see section 3.3) will be digitally signed with a Swiss Post certificate upon receipt by Swiss Post. The sole purpose of the digital signature is to make it possible to see if the file has been changed after being signed.

- 3.12 **OCR (text recognition)**
The Customer can edit files with licensed file formats using OCR (text recognition). The information obtained from OCR and the original files will be saved in a new file in a different file format.
- 3.13 **Semantic recognition and indexing**
Files and mail items are semantically analysed and indexed. The relevant searchable key words obtained in this way are stored in a database. Semantic recognition and index forms the basis of the E-Post Office payment order transfer function and the full text search. Data obtained in this way is used to perform these functions only and is used for no other purpose.
- 3.14 **Special offers**
Customers must first register to benefit from special offers. The Customer can register to receive special offers or disable the function under Settings. Swiss Post can transfer the file required for the circulation certificate to the sender customer.
- 3.15 **Additional information**
Further information on E-Post Office can be found in the online help on the platform and on the www.swisspost.ch/epostoffice website.
- 4 Customer obligations**
The Customer undertakes not to breach any contractual or legal obligations when using E-Post Office. Acknowledging as well as safekeeping and saving of consignments are the sole responsibility of the Customer. Furthermore, the Customer is reminded of his obligations in accordance with the "Login Customer Center" GTC. In particular (but not exclusively) the following "Login Customer Center" GTC sections also apply to E-Post Office: "Safekeeping of access data" (section 3.1), "Responsibility for the contents" (section 3.2), "Measures to prevent unauthorized interventions" (section 3.3), "Observance of jurisdiction" (section 3.4), "Changing personal login data" (section 3.5) and "Release and indemnification" (section 3.6).
- 5 Costs for customers**
The receipt of mail items via E-Post Office is free of charge for the Customer. Swiss Post may charge fees for services based on E-Post Office and for further additional services. The range of value-added services and the associated fees are published at www.swisspost.ch/epostoffice.
- 6 Payment**
Any charges for value-added services are deducted from the Customer's credit in "Login Customer Center". If there is insufficient credit available, the credit card stored in "Login Customer Center" will be charged. The Customer must independently implement any changes to the stored credit card details (e.g. card expiry date, name change, etc.) in his "Login Customer Center" profile.
- 7 Blocking of access to E-Post Office**
Swiss Post is authorized at all times to temporarily or permanently block a Customer's access to E-Post Office if there is specific evidence that the Customer is breaching applicable law or the obligations under these General Terms and Conditions and the "Login Customer Center" GTC when using his account. The Customer will be informed of the block and any lifting of the block by e-mail.
- 8 Term, termination**
The contract is of indefinite duration. It may be terminated with immediate effect at any time by the Customer. Swiss Post may also terminate the agreement without stating any reasons and subject to a notice period of 30 days. The right to terminate for good cause remains unaffected. The termination of the "Login Customer Center" service (see section 8 "Login Customer Center" GTC) automatically triggers the termination of the E-Post Office service.
- 9 Consequences of blocking and terminating an account**
When an account is blocked or terminated, all consignments are delivered exclusively by mail and outside E-Post Office. The provisions of this agreement do not apply. In the event of an orderly termination, the Customer has the option to store the mail items saved by downloading them to his own systems before the final deactivation of the account. The mail items saved in E-Post Office will remain active for the duration of an account being blocked. Swiss Post decides at its discretion on releasing saved mail items on the Customer's application. In doing so, Swiss Post is authorized to make the release of the saved data dependent on the payment of late payments, in particular. After lifting a block, the mail items saved before the block become available again without restriction. If the block is followed by a termination, Swiss Post may grant the Customer at his request the opportunity to secure the consignments saved by downloading them to his own systems before the final deactivation.
- 10 Legal effect of E-Post Office**
The Customer accepts that legal effects may be associated with the delivery and receipt of mail items. This applies, in particular, when using electronic delivery channels of the E-Post Office service.
- The Customer acknowledges that the legal effects are determined in accordance with legislation and court practice. It is therefore outside the discretion of Swiss Post and the senders and recipients subscribing to E-Post Office. It is the responsibility of the sender and recipient to understand the legal effects of the relevant communication channels chosen (letter, portal delivery).
- 11 Involvement of third parties**
Swiss Post may at any time engage third parties to perform its services, if and to the extent to which this is planned in the relationship to the sender.
- 12 Data protection, postal and telecommunication confidentiality; consent to data storage and data transfer**
- 12.1 Swiss Post and the third parties commissioned by it to provide services shall observe Swiss data protection legislation and Swiss postal and telecommunication confidentiality while processing data. Swiss Post operates the E-Post Office service exclusively from data centers located in Switzerland.
- 12.2 Swiss Post can make data from E-Post Office available to sender customers who are subject to Federal supervision (such as banks) provided that (a) they have a relationship to the mail items of the sender concerned and (b) are required by the sender in order to comply with regulatory requirements. The senders to whom this regulation applies are marked as such in E-Post Office.
- 12.3 Swiss Post may notify senders of the method of receipt chosen by the Customer (see section 3.3), if this is necessary for delivery via E-Post Office.
- 12.4 If the Customer adds a sender, he authorizes Swiss Post to provide consignment data to this sender. The following information can be provided to the relevant sender for each consignment:
- Consignment identification
 - Type of receipt
 - Processing status
 - Consignment of the mail item
 - Delivery in E-Post Office
 - Reasons for failure to deliver via E-Post Office
- Fact and timing of opening of mail item is not disclosed.
- 12.5 Despite compliance with all required care measures, incorrect deliveries cannot be ruled out. In the event of incorrect deliveries, Swiss Post reserves the right to hide from view any consignments which have been delivered but remain unopened in the inbox on the sender's instructions and after weighing up the interests of the parties concerned. Swiss Post subsequently informs the Customer of this measure.
- 13 Liability**
Swiss Post does not accept, as far as permissible by law, any liability or warranty for the service provided. Furthermore, the "Login Customer Center" GTC shall apply. The Customer shall be liable for loss or damage that Swiss Post or third parties incur from the improper use (in breach of contract or law) of E-Post Office by the Customer. Furthermore, the "Login Customer Center" GTC shall apply.
- 14 Amendments to the GTC**
Swiss Post reserves the right to amend the GTC and range of services at any time. 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 case of objection the Customer shall be free to terminate the business relationship with immediate effect.
- 15 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 by an admissible effective clause which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.
- 16 Applicable law and place of jurisdiction**
- 16.1 The contract is governed by Swiss law.
- 16.2 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 Code of Civil Procedure for consumers).
- 17 Form of publication**
The current GTC which constitute an integral part of the contract can be viewed at www.swisspost.ch/gtc.
Contact E-Post Office Customer Service:
Telephone 0842 880 088, e-mail custcare@swisspost.ch,
www.swisspost.ch/epostoffice

SUPPLEMENTARY PROVISIONS FOR THE CUSTOMER / POSTFINANCE LTD RELATIONSHIP

- 1 Validity**

The following provisions exclusively apply to the relationship between PostFinance Ltd and customers of PostFinance Ltd who use E-Post Office.
- 2 Principle**

The separate contractual relationship of the Customer with Post CH Ltd for the E-Post Office service does not result in any changes to the rights and responsibilities of the Customer arising from current contracts with PostFinance Ltd. In the relationship between the Customer and PostFinance Ltd, in particular the General Terms and Conditions of PostFinance Ltd (PostFinance GTC) and, to the extent that the Customer makes use of additional products and services of PostFinance Ltd, the corresponding Subscriber Conditions (PostFinance SC) in their currently valid version. In the event of any contradictions, the following special terms and conditions take precedence over the above-mentioned PostFinance GTC and PostFinance SC.
- 3 User authorization**

Whoever has successfully logged in to use the E-Post Office platform and the services based on it, including IncaMail (hereinafter comprehensively "E-Post Office") is considered by PostFinance Ltd to have permission for use and may view all available data and information (including account statements) and make use of all offered services. The actions of the logged-in person are allocated to the registered Customer.
- 4 Third party involvement**

The Customer agrees that PostFinance Ltd may call on the subsidiaries Swiss Post Solutions Ltd, Post CH Ltd and SwissSign AG for preparation, digital signing and electronic delivery of his documents in the framework of E-Post Office. The use of these services from E-Post Office relating to the delivery (including IncaMail) is governed by the respective separate contractual relationship of the Customer with the affected contractual partner. There is no contractual relationship between PostFinance Ltd and the Customer for this purpose.
- 5 Bank client confidentiality**

The Customer agrees that PostFinance Ltd provide the subsidiaries Swiss Post Solutions Ltd, Post CH Ltd and SwissSign AG with data and information that fall under bank client confidentiality in the framework of E-Post Office, and he agrees that all persons who obtain access to E-Post Office with his means of identification will familiarize themselves with the content protected by bank client confidentiality.
- 6 Delivery effects**

Documents and information that are sent electronically are considered to be delivered in the relationship to PostFinance Ltd when they arrive in the reception area of the Customer via the respective delivery channel and are available there. The effect of the delivery results from the respective contractual relationship of the Customer with PostFinance Ltd. All of the above also apply in the case of a change to letter delivery (see section 7).
- 7 Change to letter delivery**

Post CH Ltd reserves the right to change to letter delivery, as outlined in the E-Post Office GTC. The Customer agrees that Post CH Ltd may and must carry out this change upon request by PostFinance Ltd as well.
- 8 Blocking of access to E-Post Office**

Post CH Ltd reserves the right, as outlined in the E-Post Office GTC, to block access to E-Post Office. The Customer agrees that PostFinance Ltd can request Post CH Ltd to block an account under the conditions of the E-Post Office GTC.
- 9 Obligations of the Customer concerning submitted data**

Acknowledging the contents as well as safekeeping and storing of mail items are the sole responsibility of the Customer. The same holds true for the timely transfer of stored data to another location when the E-Post Office contract with Post CH Ltd is terminated. The obligation of the Customer to check the contents of the provided documents is governed by his or her respective contractual relationship with PostFinance Ltd.
- 10 Obligations of the Customer concerning customer information**

When subscribing to E-Post Office, the Customer is also obligated to inform PostFinance Ltd and Post CH Ltd about changes to his or her name, address, place of residence and any other further contact and correspondence information as well as his or her nationality or (new) capacity as a US person immediately in writing. Furthermore, the Customer shall take all reasonable measures to remain reachable via the provided contact information.
- 11 Liability and warranty**

The Customer has no warranty or liability claims against PostFinance Ltd from or in connection with the services of E-Post Office that are directly provided by Post CH Ltd. Liability and warranty in the relationship to Post CH Ltd are governed by the contractual relationship of the Customer with this company.

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