

## General Terms and Conditions of ePostSelect

### 1. Scope of Application

These General Terms and Conditions (GTC) govern the relationship between clients (hereinafter referred to as the Client) and Swiss Post (Swiss Post, Viktoriastrasse 21, P.O. Box, CH - 3030 Bern, Switzerland; see the heading «legal info» on [www.epostselect.ch](http://www.epostselect.ch), hereinafter referred to as the Post) for using the ePostSelect platform and the services it offers (hereinafter collectively referred to as ePostSelect).

### 2. Terms of participation and use

#### 2.1 Registration with activation code

The Client must register to use ePostSelect online. For this purpose he will receive by mail a web link and an activation code.

These GTC must be expressly approved by the client during the registration process by clicking on the corresponding control case. They are published on the website [www.swisspost.ch/gtc](http://www.swisspost.ch/gtc) and may be downloaded, saved and printed.

The Client undertakes to only make truthful statements/to only provide truthful information when he registers. If the information should change, the Client shall update his ePostSelect profile immediately.

The Post may reject registration requests or grant only limited access to ePostSelect for certain clients.

#### 2.2 Email address and internet access

The Client needs an email address and an internet access to use ePostSelect over a standard market internet browser (e.g. on PC, tablet computer, Smartphone).

#### 2.3 Option IncaMail

During the registration process, the Client has the possibility of opening an IncaMail account by clicking on the corresponding control case to accept the «General Terms and Conditions for IncaMail».

IncaMail is a service of the Post for the secure and verifiable sending of confidential emails and is without charge for the recipient of the email. The sending of the email is at a charge however. A subsequent registration with IncaMail remains possible at all times.

#### 2.4 Information on the right to cancel registration

The following **information on the right to cancel registration** is addressed to consumers having habitual residency in Germany when they register for ePostSelect:

#### Right to cancel

**You may cancel your contractual statement of intent within 14 days without stating reasons in text form (e.g. letter, fax, email). The time period starts upon receiving this information in text form, however not before the contract is concluded and not before we have fulfilled our information obligations pursuant to Article 246 § 2 in connection with § 1 para. 1 and 2 EGBGB as well as our duties pursuant to § 312g para. 1 sentence 1 BGB in connection with Art 246 § 3 EGBGB (Introductory Act to the German Civil Code). To ensure the cancellation period is complied with it is sufficient to send the cancellation within said period.**

**The cancellation must be addressed to:**

**Swiss Post**

**Swiss Post Solutions - SPS13**

**Sägereistrasse 25**

**CH - 8152 Glattbrugg**

**[helpdesk@swisspost.com](mailto:helpdesk@swisspost.com) Concerns: ePostSelect**

#### Effects of cancellation

**If the cancellation takes effect, performance received on either side must be returned and any possible benefits (interest) handed over. If you are unable to return or hand over the performance received and benefits (e.g. user benefits) in full or in part or only in a deteriorated state, you must provide a corresponding compensation for lost value. This may result in your being required nonetheless to meet the contractual performance obligations for the period until cancellation. Obligations to return payments must be fulfilled within 30 days. The time period will start for you when you send your cancellation statement and for us when we receive it.**

#### Special remarks

**Your right to cancel shall expire prematurely if, at your request, the contract is fully implemented by both sides before you exercise your right to cancel.**

**End of information on the right to cancel registration.**

### 3. Service description

#### 3.1 Sender

Sender is any natural or legal person who has correspondence (message in text form) sent to the Client via ePostSelect. In order to send via ePostSelect, the Sender has a contractual relationship with the Post or a group company of the Post. Correspondence from other senders cannot be received via

ePostSelect. The number of senders participating in ePostSelect is unlimited and can change at all times.

The Client acknowledges and understands that the sender is free to choose the dispatch channel and may choose other dispatch channels than ePostSelect.

### 3.2 Definition of mode of receipt

The sender shall transfer the correspondence to the Post in electronic form indicating the Client's postal address. In addition, the sender shall indicate with regard to the «postal mail» and «electronic» channels, respectively, the specific mode of dispatch which should apply (postal mail / regular email; postal mail / IncaMail confidential; postal mail with acknowledgement of receipt / IncaMail registered). But generally, the Client determines via corresponding settings in his profile whether future correspondence will be sent «electronically» or per «postal mail». The mode of dispatch defined by the sender then applies accordingly. Below is a schematic overview of the process:

Choice of medium by Client	Paper	Electronic
Choice of medium by the sender	postal mail	ordinary email IncaMail confidential
	postal mail with acknowledgement of receipt and registered letter	IncaMail registered

The mode of dispatch on paper inside Switzerland is based on the Post's current valid offers and outside Switzerland on the relevant national offers.

### 3.3 ePostSelect for normal web interfaces and mobile devices

The Post provides the Client with the possibility of accessing the web pages of ePostSelect first via normal web interfaces and second via a web interface for mobile devices (e.g. Smartphones, Tablet computer) with a screen ratio of 2:3.

The mobile version of ePostSelect further provides the Client with an optional quick activation via two dimensional codes (QR Code of the company DENSO WAVE Incorporated) which are sent to him by the Post. A detailed description of this functionality can be viewed in the online help section of ePostSelect.

### 3.4 Presetting and setting of recipient preferences

**The Client acknowledges and accepts that new senders arriving after registration (see above clause 3.1), who likewise use ePostSelect to send their correspondence, are pre-set in the Client's profile in the «electronic» dispatch mode.**

The Client can change his receipt preferences at any time per sender. If the sender sends various types of

documents (e.g. pay slip and staff journal), the Client may further define for each sender which document type he wishes to receive electronically or by postal mail.

### 3.5 Multiple postal addresses

Various senders use possibly different ways of writing the client's postal address. The Client must go through the activation process for each different manner of writing his postal address. This is why the Client receives for each new variation of the address a separate activation code by postal mail. By entering the activation code, the corresponding postal address is allocated to the Client's account. The Client must therefore protect the activation code against unauthorized third party access. The validity duration of the activation code is determined by the sender and not by the Post; however it does not exceed 30 days. If the Client refuses to activate variations of his address, he will continue to receive correspondence at the postal address in question by postal mail and each time with a new activation code.

In his ePostSelect profile, the Client can view the list of postal addresses which are used by senders at all times under the heading «Addresses». Under the heading «Sender», the Client can activate or deactivate electronic dispatch at any time per Sender.

### 3.6 Reservation of postal delivery

The Post endeavours to take into account the Client's preferences. It sends all correspondence in accordance with the contract between the sender and the Post. However, in this respect it is entitled – in so far as necessary – as an alternative, to resort to dispatch by postal mail in individual cases even if the Client has chosen electronic dispatch in his profile. The Client shall not be entitled to any claims against the Post in this respect.

If a dispatch by email to the Client fails, the Client shall receive it by postal mail. The Client shall be informed in a notice of the electronic dispatch failure and of the possible reasons (e.g. overloaded electronic postal box or no longer active email address).

The Client therefore acknowledges that even if the receipt preferences are set for «electronic», ePostSelect may in individual cases process dispatches by postal mail.

### 3.7 IncaMail connection

If the Sender selects the dispatch mode IncaMail within the electronic dispatch channel, such a dispatch shall take place providing the Client has «electronically» activated the dispatch channel and he has an IncaMail account at his email address registered with ePostSelect. The dispatch of the correspondence is then carried out via IncaMail in accordance with the Client's IncaMail contract.

If the Client does not have an IncaMail account at his email address registered with ePostSelect, he will receive from the Post an encrypted message which he will only be able to read after successful registration at IncaMail. Without registering free of charge on IncaMail, the Client cannot read the content of an IncaMail. Given that the dispatch mode is determined by the sender pursuant to clause 3.2, an IncaMail cannot be received by the Client via another dispatch mode either.

The Client acknowledges that IncaMail accounts are always attached to a specific email address and cannot be transferred to another email address. If the Client changes his email address in his ePostSelect profile, he must generally open a new IncaMail account. The creation of a new IncaMail account in the event of a change of email address on ePostSelect is not necessary only if the Client created an IncaMail account when he made an ordinary registration for ePostSelect (not via a third party provider login); in such case, a new IncaMail account is automatically created. Details should be obtained from online help in this respect and particularly with respect to changing email addresses in the case of third party provider logins.

### 3.8 Quick registration and log-in using non-user login

If the Client has a Google or Facebook account, he can register with ePostSelect through them and also log-in in the future via these platforms.

In this registration and login option, the Post asks the third party provider to submit the email address and the country of origin of the Client. The requested information is displayed in the third party provider login process upon registration for prior approval by the Client.

The Post has no ties with Google or Facebook. The Post merely makes registration technology available to these non-user login providers and accepts no liability for these services. The Client must first obtain information on the functionality and the registration and log-in modes from his third party provider login provider and uses them on his own responsibility. The online help of ePostSelect also contains a description concerning third party provider login.

The Client can also register with a Post SuisseID and log-in.

### 3.9 Availability of ePostSelect

The Post guarantees at least 99% service availability of the ePostSelect platform per year (7x24h) minus downtimes due to maintenance work. To establish this availability downtimes are added up. It does not take into account the times where the service is unavailable due to technical problems or occurrences which lie outside the Post's sphere of influence (e.g. force majeure, third party fault). In particular, the Post

cannot provide any guarantee for the availability of the internet.

Maintenance works may be carried out without notice on a daily basis outside business hours. Business hours are Monday to Friday from 08:00 to 17:00 hours MEZ.

### 3.10 Loss of password

If he loses his password, the Client has the possibility through the input mask intended for this purposes to reset it by submitting his email address.

### 3.11 Additional information in online help

The Client can access online help on ePostSelect at all times which illustrates in detail and with explanatory graphics the functionality of ePostSelect.

## 4. Client's obligations

The Client undertakes when using ePostSelect not to breach any contractual or legal obligations. **The Client is responsible for the careful safe-keeping, the proper use and the quality of his password and the careful safe-keeping of the activation code.** He shall immediately change his password if he knows or suspects that an unauthorized person may have knowledge of or access to it.

The Client is himself in particular responsible for the timely viewing of the content and safe-keeping and saving of dispatches.

## 5. Zero cost for Client

The use of ePostSelect is without charge for Clients.

## 6. Contract termination

### 6.1 Account deactivation, freezing, termination or cancellation

The Client can deactivate his account in his profile under the heading «Settings» at all times. During a period of one year, the Client may re-activate his account.

The Post is at all times entitled to freeze the access to the Client's account either temporarily or permanently, if there is concrete evidence that the Client has breached applicable law or his obligations under these GTC while using his account. In such case, the Client shall be notified of the freezing of his account per email by the operator. The same applies to the lifting of the account freeze.

Further, the Post can terminate the contract in writing or by email upon giving 10 days notice with effect at the end of a month.

If the account remains deactivated or frozen more than a year, it is cancelled by the Post.

## 6.2 Effects of account deactivation, freezing, termination or cancellation

Following a deactivation, freezing, termination or cancellation of the account, the Client receives all the correspondence sent by the sender via ePostSelect by postal mail and the electronic dispatch channel is no longer available to him.

If the account is reactivated, previous dispatches are not available electronically.

## 7. Legal effect of ePostSelect

The Client acknowledges that legal effects may be attached to the sending of electronic correspondence (email, IncaMail) as well as correspondence in paper form. Thus, for example, the time of a dispatch can trigger a termination period. The legal effects are determined on the basis of the applicable legislation and case-law of the courts. The Client is responsible for clarifying in advance the legal effects of correspondence sent via ePostSelect and in particular the dispatch and form requirements of possible reply dispatches.

The Client acknowledges that certain documents must be signed in writing in order to take legal effect and that the absence of a handwritten signature will not comply in certain circumstances with certain legal or contractual requirements and therefore does not trigger the intended legal effects.

## 8. Third party contractors

The Post may at all times hire third parties to provide its services.

## 9. Data protection, postal and broadcasting secrecy; approvals for data storage and data transfers.

**The Client acknowledges and approves that the information provided by him on ePostSelect will be used by the Post within Switzerland. It will not be forwarded to the sender, with the exception of the email address in the following case.**

**The sender is only informed of the client's email address registered on ePostSelect and of the fact that this email address corresponds to the client's postal mail address to the extent the Client selects the «IncaMail registered» dispatch mode, as the sender receives an electronic receipt in such case containing the client's email address and the IncaMail client status. No other client information is disclosed to the sender. The Client approves this disclosure of the email address (including the IncaMail client status and email address corresponding to the Client's postal mail address) to the sender.**

**The Client can prevent this disclosure and revoke this approval by disabling the «electronic» dispatch mode in his profile for several or all the**

**senders. A sender newly using ePostSelect is pre-set on «electronic» (see clause 3.4).**

**The Client further approves the forwarding of his anonymous data to the Sender.**

**The Post and the third parties it hires to provide services shall take into consideration Swiss data protection legislation and Swiss postal and broadcasting secrecy in their data processing.**

## 10. Liability

The Post is liable for the damages caused by any fault of its own under the contractual relationship. Liability for slight negligence is excluded in cases of property damage and financial damage, unless an essential contract obligation is breached. The Post further is not liable for the ordinary functionality of third-party systems, in particular the internet, the software used by the Client or the email service used by the Client or third party provider logins. This limitation of liability applies also in favour of the Post's vicarious agents. The liability limitation does not apply to bodily injury or damage to life or harmful to health as well as product liability claims.

The Client is liable for damages which the Post or third parties incur as a result of the abusive (contractual or unlawful) use of ePostSelect by the Client. If third parties make claims in connection with a misuse of ePostSelect by the Client directly against the Post, the Client undertakes to hold the Post harmless. The Post shall immediately inform the Client if such claims are made.

## 11. Amendments to the general terms and conditions

The Post reserves the right to amend these general terms and conditions at all times. Amended general terms and conditions shall be disclosed to the Client via email with a notice period of at least 20 days, and published on ePostSelect's website and on ([www.swisspost.ch/gtc](http://www.swisspost.ch/gtc)). The amended, published general terms and conditions shall apply unless the Client contests them within the acknowledgment period. In the event of any refusal, the Post is entitled to extraordinarily terminate the existing contract.

## 12. Severability clause

If any provisions of this contract are invalid or unlawful, this does not affect the validity of the contract. The provision concerned should in such case be replaced by an effective provision which is as economically equivalent to the provision being replaced as possible, within the limits of consumer protection laws.

## 13. Jurisdiction

The courts of Bern shall have jurisdiction.

Shall be competent to decide any disputes under consumer contracts in the event of an action by the Client the court at the place of domicile or of the registered office of one of the parties and in the event of an action by the Post the court at the place of domicile of the defendant. Consumer contracts are contracts for services which are defined for the personal or familiar needs of the Client.

Bern shall be the place of enforcement for Clients having a domicile or a registered office outside of Switzerland and the courts of Berne shall have exclusive jurisdiction in all proceedings in which the Client is a salesman.

**14. Applicable law**

The contract is exclusively governed by Swiss law.

**15. Contact address ePostSelect**

A contact address of the Post is indicated on the website of ePostSelect.