

General Terms and Conditions

Flyer Service

1. Scope

These Flyer Service General Terms and Conditions (hereinafter GTC) govern the business relationship between Customers and Post CH Ltd (Wankdorfallee 4, 3030 Bern, Switzerland; hereinafter Swiss Post) in connection with the use of the online Flyer Service. References to persons apply equally to individuals of all gender identities. Customers accept the GTC when placing the order.

2. Range of services

The range of services offered through the Flyer Service encompass the uploading, printing and sending of unaddressed items which are delivered to letter boxes and mailboxes at permanently inhabited buildings in the selected distribution zone in Switzerland and the Principality of Liechtenstein. The range of services for mailing is described on the Swiss Post website at www.swisspost.ch/promopost. The range of services is an integral part of the contract.

3. Scope of services

3.1. Order

Customers shall provide Swiss Post with the data required to process the order in a timely manner. In doing so, they will observe the individually applicable format specifications (particularly in terms of the size and format of the consignments), specified on the Flyer Service website <https://flyerservice.post.ch/en> as well as the grounds for exclusion in accordance with section 4. They are responsible for ensuring that the printed matter does not contain any unlawful or immoral content. They must provide truthful details when entering orders.

The consignments ordered by Customers are produced by a printing company specified by Swiss Post according to their specifications. The right of revocation is therefore excluded.

In the event that Swiss Post cannot fulfil the order, it will attempt to inform Customers either by telephone, e-mail or letter. Swiss Post is not obliged to accept and execute orders which do not meet the contractual requirements, in particular those according to section 4 (grounds for exclusion).

Swiss Post stores submitted personal data from registered Customers for a maximum of 60 months. It stores submitted personal data from Customers with guest orders for a maximum of two years. The transmitted personal data will then be deleted without further notice to Customers.

3.2. Delivery PromoPost

Swiss Post only delivers consignments to letter boxes and mailboxes without a "Stop – No advertising" sticker or similar labellings. Official consignments or other consignments in the public interest can be delivered to all letter boxes and mailboxes provided Customers order distribution as an "official consignment" and fulfil the requirements for this.

Swiss Post will endeavour to send the printed matter within the production and mailing times stated in the order confirmation. However, it cannot guarantee a binding mailing date, which is why liability is excluded in this respect.

Swiss Post delivers the consignments within its respective range of services. GTC "Postal Services for Business Customers" and GTC "Postal Services for Private Customers" apply in this regard. Delivery requires punctual placing of the order at <https://flyerservice.post.ch/en> in accordance with the agreed conditions. Instances of exceptional peak loads in postal operations, operational disruptions and the effects of force majeure are reserved in all cases.

4. Grounds for exclusion

Swiss Post can exclude consignments from processing and delivery that feature pornographic or otherwise offensive content, that are disparaging or defamatory in any other way, are contrary to applicable law or conflict with the interests of Swiss Post.

5. Clarification obligations

Customers are solely responsible for the content and layout of the consignment. They agree to comply with the relevant statutory provisions and industry regulations, rights of third parties as well as the directives of Swiss Post and bear responsibility for this vis-à-vis Swiss Post. Swiss Post is not obliged to clarify whether the consignments it is provided with violate applicable law or whether they can be delivered to the Principality of Liechtenstein.



The Customer undertakes to fully indemnify Swiss Post and bodies or employees of Swiss Post for all claims for compensation, claims by third parties, as well as any fines and procedural costs that arise in connection with a shipment it has ordered. 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. Swiss Post can divulge the sender to third parties.

6. Refusal to accept and return shipment of PromoPost consignments by the recipients

Rejected consignments must be franked for return shipment. Swiss Post is not obliged to return unstamped PromoPost consignments.

7. Customer obligations

7.1. Payment

Customers are responsible for paying the services received on time.

7.2. Passwords, etc.

Customers must store passwords, identification codes, login data, etc. safely, and not make these accessible to third parties.

8. Prices and payment methods

8.1. Prices

The prices published at <https://flyerservice.post.ch/en>, including the currently applicable Swiss value added tax for printing and domestic shipping, shall apply.

8.2. Invoicing

Any reminders issued due to outstanding payments, along with further payment collection costs, will be charged to Customers at CHF 20 per reminder. If Customers are 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.

9. Availability and interruptions

Swiss Post endeavours to ensure maximum uninterrupted availability of the online services and functions. However, it does not guarantee uninterrupted service, service at a specific time or the completeness, authenticity and integrity of the saved data or data transmitted via its system or the Internet. Swiss Post shall keep short all interruptions necessary to rectify disruptions, implement maintenance windows, introduce new technologies, etc. and will carry them out during quiet times whenever possible.

10. Liability

As permitted by law, Swiss Post does not accept any liability for damage caused as a 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 auxiliaries 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 resulting from the 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.

11. Data protection

When collecting and processing personal data, Swiss Post complies with the current legislation, especially data protection law and the Postal Services Act. It safeguards customer data with suitable technical and organizational measures and treats it confidentially.

Swiss Post processes personal data only to the extent necessary to provide its services, to ensure the security of operations and infrastructure, for invoicing and for fraud prevention.

Swiss Post is entitled to process data for the purpose of proper execution, to maintain a business-relevant customer relationship and to ensure high service quality. Swiss Post is also entitled to process data in order to maintain, analyse and further develop its product portfolios and services.

Customers shall be responsible for ensuring compliance with all requirements of data protection legislation relating to the personal data of third parties (particularly recipient addresses) provided by Customers for the provision of the service as contracted, specifically the disclosure of the personal data to third parties.

The Data Privacy Statement on the website <http://www.swisspost.ch/data-privacy-statement> provides further information about data processing by Swiss Post.

12. Engagement of third parties

Swiss Post is authorized to outsource the provision of services as well as, in particular, data processing for the provision of services to third parties and to make the data required for this purpose accessible to the third parties engaged. The service company is subject to the same obligations as regards guaranteeing data protection as Swiss Post itself and may not – unless the law states otherwise – process the data for its own purposes and only on behalf and on the instructions of Swiss Post. Swiss Post is obliged to choose the service company with care, to instruct it and to control it.

Furthermore, Swiss Post is entitled to disclose data to courts, authorities, payment collection service providers, credit agencies or other third parties if this is necessary in order to provide a service, give advice or safeguard its legally protected interests – specifically, for the purpose of taking legal action or prosecution.

13. Duration and termination

The contract is of unlimited duration for registered Customers (and for those who do not issue the order as a “guest”).

The contract can be terminated by Customers at any time in writing with immediate effect. Swiss Post may also terminate the contract without stating any reasons and subject to a notice period of 30 days. The right to terminate for good cause remains unaffected.

14. Amendments to the GTC

Swiss Post reserves the right to amend the GTC and range of services or to discontinue the service at any time. The respective new version will be published on the Flyer Service website (<https://flyerservice.post.ch/en>).

In the case of contracts with registered customers (in other words, those who do not issue the order as a “guest”), the following rule applies: Swiss Post can amend the GTC at any time as well as change or cease the service. Except in the case of urgency, the amendments shall be announced in a suitable manner beforehand. They shall be deemed to have been approved if the Customer does not submit a written objection within 30 days. Any objection shall automatically result in the immediate termination of the contract.

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. 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 consent of the Customers, provided Swiss Post controls that 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 Customers’ consent.

17. Applicable law and place of jurisdiction

17.1. The contract is governed by Swiss law. To the extent permitted by law, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) is waived, as are the conflict of law provisions of the Federal Act on International Private Law (PILA, SR 291).

17.2. 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 of the Swiss Civil Procedure Code for consumers).

18. 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 individual cases, Swiss Post may issue a paper version of the GTC at a customer’s 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 Ltd, February 2024

