

General Terms and Conditions

Video ID Check

I. Area of validity

These General Terms and Conditions for Video ID Check (hereinafter Video ID Check GTC) govern the contractual relationship between the Customer (hereinafter Customer) and Post CH Ltd (hereinafter Swiss Post) with respect to the use of Swiss Post services for documented personal identification on the basis of an official photo ID (hereinafter identification services).

This contract does not cover services provided by Swiss Post or other providers that can be accessed after successful identification. The provisions governing the use of such additional applications and services are the sole responsibility of the respective provider.

The Video ID Check GTC are brought to the attention of the Customer prior to the use of the identification services. Use is subject to unconditional acceptance of the Video ID Check GTC.

II. Use of the service, allocation of costs

Customers either use the identification services independently or have themselves identified by Swiss Post on behalf of a third party. Where the Customer has to bear the costs, they are displayed and charged in advance.

III. Service

Using the identification services, customers have themselves identified on the basis of an official ID document with photo and the identification documented. The identification is by means of audiovisual communication in real time ("video identification"). Swiss Post checks the ID document presented by the Customer carefully and confirms having seen the original document. To complete the identification process, Swiss Post may send a transaction number (TAN) to the Customer for verification purposes and have it confirmed. The Customer is obliged to make an adequate contribution to the identification process. Swiss Post has the right to reject the submitted ID documents or cancel the identification process.

IV. Documentation, storage and archiving

Swiss Post documents the identification process. As part of the video identification process, Swiss Post creates photographs of the Customer and all relevant pages of the ID document during the video transfer and records the audio track.

Where the identification services are used independently, Swiss Post makes the documentation available to the Customer only. Where identification is on behalf of a third party, Swiss Post passes the documentation on to the third-party provider for further use, in particular for storage and archiving.

Swiss Post only stores data for as long as it is legally required or commissioned by the relevant third party to do so.

V. List of official ID documents with a photo

The official ID documents with photograph accepted by Swiss Post for this service are restricted to the identification of natural persons. The list of ID documents accepted can be requested at swisspost.ch/id-check.

VI. Proxies

Customers are obliged to undertake the actions required for identification services personally. Proxies are not permitted.

VII. Subsequent business relationship

Swiss Post expressly states that by using the identification services, the Customer is not entitled to establish a business relationship with a third-party provider. The decision as to whether the ID document used to identify the contractual partner is accepted and a business relationship is established lies solely with the relevant provider. Swiss Post declines all liability for damage or loss resulting from incorrect identification of the Customer.

VIII. Liability

Provided that there is no gross negligence or intentional action on the part of Swiss Post, Swiss Post is not liable for any damage or loss resulting from the fact that deficiencies or forgeries are not recognized, or for any other damage.

The parties are liable for any damage they cause to the other party if they fail to prove that they are not at fault. Liability for slight negligence is excluded. Liability for personal injury is unlimited.

IX. Data protection and data security

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, namely 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.

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.

In certain cases, individual personal data may be disclosed to third parties to the extent that it is legally permissible or with the prior consent of the Customer and within the context of the purpose of the processing of such data having been previously communicated.

The data privacy statement on the [swisspost.ch](https://www.swisspost.ch) website ([swisspost.ch/data-privacy-statement](https://www.swisspost.ch/data-privacy-statement)) provides further information about data processing associated with the use of that website and the identification services, where these services are provided online.

X. Changes to the GTC

Swiss Post reserves the right to change the Video ID Check GTC at any time.

Should any individual provision of this contract be held invalid or unlawful, the validity of the contract itself shall not be affected. The relevant provision shall be replaced by an effective provision that most closely approximates the economic intentions of the original provision.

XI. Place of jurisdiction

The place of jurisdiction is Berne. For disputes arising from consumer agreements, the competent court for actions brought by the Customer is the court at the place of residence or domicile of one of the parties; whereby for actions brought by Swiss Post the competent court is the court at the residence or domicile of the defendant. Consumer agreements are agreements concerning services to be used by the Customer for personal or family purposes. In the case of customers who are resident abroad or whose registered office is abroad, Berne is the place of debt collection and sole place of jurisdiction for all proceedings.

XII. Conciliation office

Prior to referral to a competent judge, the Customer has the option to access dispute resolution at the PostCom conciliation office. The contact details can be found at [ombud-postcom.ch](https://www.ombud-postcom.ch).

XIII. Applicable law

In all other cases, the contractual relationship shall be subject to Swiss law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) do not apply.

XIV. Legal form of publication

The sole legally binding versions of the GTC which also form an integral part of the contract are those which are published electronically and made available at [swisspost.ch/gtc](https://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 via electronic media and that paper versions of the GTC are legally binding only if they correspond fully to the electronic version.