

General Terms and Conditions

IFS4 Intelligent Franking System

1 Scope

These IFS4 General Terms and Conditions, in conjunction with the "Postal Services for Business Customers" General Terms and Conditions and the IFS Brochure, cover the business relationship between the owners (hereinafter also referred to as the Customer) of an IFS4 device with digital printing and cloud technology (all data processing takes place within the Swiss Post IT environment) and Post CH Ltd. (Wankdorfallee 4, 3030 Bern, Switzerland); hereinafter referred to as Swiss Post) when an IFS is used. The most recently dated documents of Swiss Post are authoritative. In the event of any inconsistencies, the IFS General Terms and Conditions take precedence. References to persons apply to individuals of all gender identities and to more than one person.

2 Service description

The IFS is used to print postage directly onto ordinary mail or bulk mailing. For mail where confirmation of receipt is required (e.g. registered mail), the barcode is printed automatically onto the consignment. If desired, a detailed overview can be provided, broken down by cost center.

For further information about this service, please visit www.swisspost.ch/ifs.

3 Using the system

3.1 The Customer must use an IFS device that has been tested and approved by Swiss Post.

3.2 Only ribbon cartridges/cartridges with quick-drying blue or black ink must be used. The Customer is responsible for ensuring that ink that meets Swiss Post's specifications is used.

3.3 The franking system may only be used for third parties if Swiss Post has given explicit approval. In the event of a malfunction, the franking system must be switched off immediately.

4 System maintenance

4.1 Swiss Post does not require the Customer to carry out annual inspections for IFS4. Nonetheless, the Customer is responsible for ensuring that the device is working properly and that it functions in the correct manner (as specified in the maintenance contract with the provider (if applicable)). In the event of a malfunction, or if there is an indication that the franking system is no longer working properly, Swiss Post may arrange an immediate repair. The Customer shall bear the costs.

4.2 A list of available IFS devices can be found at www.swisspost.ch/ifs.

4.3 Swiss Post or the IFS provider must be allowed to access the machine at any time.

5 Software

5.1 The software will be provided by IFS providers only.

5.2 The Customer shall bear the costs of programming, installing and uninstalling (in accordance with the contract with the provider (if applicable)).

6 Postage paid impressions

6.1 IFS4 franking is valid for one year; the item must be posted at the latest on the last day of validity. The Customer is personally responsible for monitoring expiry dates.

6.2 Selling IFS4 franked items is prohibited.

6.3 Under the following circumstances, Swiss Post will reimburse for flaws:

- a) Provided that the overprints have not been cut out.
- b) If performance has not been rendered for legible, original overprints. Swiss Post may charge a processing fee for this.

7 Obligation to provide information

The Customer must notify Swiss Post in writing within five days if it changes its address or company name, if the location of the device changes and this necessitates a change of postcode, or if the franking system is decommissioned or sold.

8 Place of posting

Bulk mailings that have been franked using the IFS system, and other items where proof of posting is required, must be posted from a counter.

9 Payment

9.1 Swiss Post determines the form in which prices for the conveyance of consignments are published. The prices indicated in the current published communication media apply (www.swisspost.ch/prices).

9.2 IFS4 franking is invoiced via monthly invoicing for business customers.

9.3 The franking system saves specific data regarding the quantity of mailed items, broken down into various types of consignment. Details concerning the various products are shown in the Customer's online account.

9.4 The data sent to Swiss Post shall be deemed correct unless a technical or administrative assessment by Swiss Post or the IFS provider suggests there may have been incorrect data entry or accounting.

9.5 The Customer shall also bear costs that are caused by improper use of the franking system or are attributable to use of the system by a third party.

10 Data protection

Swiss Post observes the provisions of the applicable, in particular Swiss data protection legislation and the Postal Services Act when recording and processing personal data. Swiss Post processes and stores data that are necessary and required for business transactions. It safeguards customer data with suitable measures and treats it confidentially. In order to provide services, data may be passed on to third parties. These third parties may be domiciled abroad. The web page www.swisspost.ch/data-privacy-statement and the "Postal Services for Business Customers" General Terms and Conditions provide additional information about how Swiss Post processes data

11 Availability and interruptions

Swiss Post endeavours to ensure maximum uninterrupted availability of the login, 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 will keep short all interruptions necessary to rectify disruptions, implement maintenance windows or introduce new technologies, etc. and will carry them out during quiet times whenever possible.

12. Liability

12.1 As permitted by law, Swiss Post does not accept any liability for damage or loss as the result of incidental or ordinary negligence.

12.2 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.

12.3 Swiss Post does not accept any liability for damage or loss caused by auxiliary personnel or third parties it engages (e.g. subcontractors, suppliers, etc.) that result from incidental or ordinary negligence.



12.4 To the extent permitted by law, Swiss Post does not accept liability for damage or loss as a result of improper use of its services (in breach of contract or law).

12.5 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 particularly due 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.

13 Duration and cancellation of the agreement

13.1 This Agreement is concluded for an indefinite period.

13.2 Either party may terminate the Agreement upon three months' written notice, effective as of the end of the month. The Agreement may, after a written warning is sent and no reply is received, be terminated for good cause without notice at any time and without any consequences for the party requesting such termination. Good cause may include, in particular, failure to provide sufficient cover for the postal account on multiple occasions.

13.3 In the event of termination, Swiss Post will disable the Customer's IFS4 account effective as of the key date. The Customer is not entitled to reimbursement of costs.

13.4 Selling or decommissioning the franking system shall be deemed the equivalent of termination. The new owner must request a new franking licence so that the device can be started up.

14 Changes to the General Terms and Conditions

14.1 Swiss Post reserves the right to amend these General Terms and Conditions or the terms and conditions in the IFS Brochure at any time. The Customer will be notified of any changes in writing or via another suitable method. The changes shall be deemed accepted unless a written objection is received within one month. If a written objection is submitted, this shall automatically result in the termination of the Agreement within one month.

14.2 Any individually agreed amendments or supplements to this Agreement must be in written form to be valid.

15 Severability clause

Should individual provisions of these GTC be invalid, incomplete or unlawful or prove impossible to implement, this shall not adversely affect the effectiveness of the other parts of the Agreement. In such cases, 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 Transfer of rights

The transfer of the Agreement or of rights or obligations arising from this Agreement requires written consent from both parties. Swiss Post may transfer the present Agreement or rights and obligations arising from it to another company without the Customer's consent provided Swiss Post controls that company directly or indirectly. Furthermore, Swiss Post is entitled to transfer or assign contracts or claims arising therefrom to third parties for collection purposes without the Customer's consent.

17 Applicable law and jurisdiction

This Agreement 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 (IPLA, SR 291).

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 Technological changes

Swiss Post shall notify the Customer in writing in a timely manner if new technologies are to be introduced. Any associated changes in the system must be carried out by the Customer within the transitional period specified by Swiss Post. Franking systems which are not modified in a timely manner may be shut down by Swiss Post, with simultaneous termination of the Agreement regarding the Customer's use of the IFS device.

19 Form of publication

The current General Terms and Conditions (IFS Intelligent Franking System) which form part of this Agreement 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. The Customer acknowledges that paper versions are only copies of the current and solely legally binding GTC published via electronic media, and that paper versions of the GTC are legally binding only if they conform fully to the electronic version.

Post CH Ltd, October 2023

