

«CUSTOMER CENTER» GENERAL TERMS AND CONDITIONS (CC GTC) AT www.swisspost.ch

1. Area of validity

These «Customer Center» General Terms and Conditions (hereinafter CC GTC) govern the contractual relationship between the Customers and Post CH Ltd (Wankdorfallee 4, 3030 Berne, Switzerland; hereinafter Swiss Post) relating to the use of the Customer Center via www.swisspost.ch (hereinafter Customer Center), the Customer Center via a Swiss Post smartphone app (hereinafter App) and the Swiss Post services which are available from the Customer Center (hereinafter Online Services).

2. Subscriber and usage requirements

In order to open a customer account, the Customer needs to register with the Customer Center at www.swisspost.ch, via a Swiss Post Online Service or a Swiss Post App. A successful registration requires a SwissID. The registration and use of the SwissID is the responsibility of the Customer and is governed exclusively by the General Terms and Conditions of the provider, SwissSign Group Ltd. Details concerning this can be found at www.swissign.com. Via the SwissID, Swiss Post obtains the data explicitly approved by the Customer on registration/login (title, first names, last name, language, last update, e-mail address, mobile number, Swiss ID identifier) and uses it for the purposes of the Customer Center and Online Services. For the use of SwissID, Swiss Post does not disclose any customer details to SwissSign. Swiss Post reserves the right to refuse to open a customer account without giving reasons for doing so. Access to the Online Services and Apps of Swiss Post which are protected by a login requires a user account in the Customer Center. The login itself requires the SwissID.

3. Customer obligations

3.1 General due diligence

The Customer is responsible for the careful, secure storage of authentication features governing Customer Center access and must ensure that no third parties gain access to them. The Customer shall ensure that he only enters the login on devices exclusively used by him or persons he has authorized to do so. If authorized third parties (hereinafter Users) are given access to the user account, the Customer must be responsible for their actions in the same way as his own. He is also responsible for ensuring that third parties protect their individual authentication features in compliance with the due diligence obligations and that all Users of his customer account comply with these CC GTC. The Customer undertakes when dealing with all user matters to provide full and truthful details, to keep such details up to date and to correct any errors immediately. The Customer acknowledges at the time of application that he has the legal capacity to act or acts with the consent of the relevant legal representative.

3.2 Reporting requirements

If the Customer or User has reason to believe that an unauthorized third party has, or could have, gained access to his customer account with Swiss Post, the Customer/User must notify Swiss Post Contact Center (login@swisspost.ch) immediately and take any appropriate protective measures himself.

The Contact Center also notify the Swiss Post (login@swisspost.ch) of any failures and interruptions in the system as soon as possible. The Customer bears the cost of troubleshooting in cases where an interruption is due to defects or faults in equipment used by the Customer.

3.3 Own systems, protective measures

The Customer is responsible for providing Internet access and the necessary hardware and software components with the relevant configurations, i.e. ensuring that the means required for authentication are present, and bearing the associated costs. Any expenses incurred by the Customer for integrating the data provided are to be borne by the Customer. Swiss Post will not cover expenses for development.

3.4

The Customer must take all preventive measures needed to prevent unauthorized access to other systems and the spread of viruses. He must in particular ensure that all installations and devices in his possession, which are used for the login to the Customer Center at www.swisspost.ch, the Online Services and Apps, are protected from unauthorized access and manipulation. Compliance with statutory regulations

The Customer undertakes to comply with Swiss and any foreign laws applicable in individual instances when accessing the Customer Center, the Online Services, and Apps. The following in particular are not permitted: content and activities that breach applicable law (e.g. criminal law, personal rights, intellectual property), are of a defamatory or objectionable character, infringe the privacy of third parties, constitute unsolicited bulk and/or advertising mailings respectively, or in any way breach any General Terms and Conditions of Swiss Post or run counter to the interests of Swiss Post.

4. Blocking access

Swiss Post is entitled to terminate the Customer's access to the Customer Center, the Online Services and Apps without giving notice and without incurring any costs if the Customer breaches the terms of these CC GTC or the GTC of the Online Services, there is a suspicion of misuse, the security of the system is no longer guaranteed or if the Customer is in arrears in relation to the payment of invoices.

Swiss Post can take additional measures to prevent misuse. These include the temporary blocking of access to the Customer Center and access to Online Services and Apps without giving notice. In order to have the account unblocked, the Customer must place a corresponding request with Swiss Post Contact Center (login@swisspost.ch).

5. Service description: Customer and user account

5.1 Online Services

A range of different services can be used via Swiss Post's Online Services or Apps solely within the framework of the relevant specifications of use. These are outlined in more detail in the GTC of the Online Services. They are an integral part of the contract concluded between the Customer and Swiss Post. Swiss Post may change, add to or subsequently stop the existing Online Services and Apps at any time and without the express consent of the Customer. Any changes will be published in accordance with section XV.

5.2 Contact Center

Authorized Swiss Post personnel can access the customer or user account on behalf of the Customer in order to deal with customer concerns.

5.3 Verification

Before providing certain services, Swiss Post may check customer details. In particular, e-mail addresses, postal addresses and telephone numbers may be verified for customer identification purposes prior to activation of the user account, by sending a code and the subsequent confirmation of it.

5.4 Customer and user account

5.4.1 «Private» customer account

In the case of private customers, the customer account is assigned to the registered person (Customer).

5.4.2 «Business» customer and user account

The first person who registers in the Customer Center on behalf of a company or an association (Customer) shall open a «business» account and automatically receive a user account with the role of Super-Administrator (hereinafter «Customer Account»). The Customer Account and all subordinate user accounts are assigned to the Customer. The Customer is

	responsible for ensuring that the users comply with these CC GTC. Swiss Post does not in any way verify the authority of the Super-Administrator nor his affiliation with the respective company. Swiss Post accepts no liability whatsoever in this regard. Responsibility for access, use (incl. assignment of permissions) and maintenance of the account lies exclusively with the Customer. Swiss Post accepts no liability whatsoever in this regard.		consequences of corresponding permission for multiple accounts.
5.4.2.1	Administrators and permissions		
5.4.2.1.1	Super-Administrator A Super-Administrator can grant the role of Super-Administrator to any of the Customer's staff. Super-Administrators may in particular apply for a billing relationship and new Online Services for the Customer Account and manage the Customer Account, add, delete and change users and assign access rights in accordance with the sections below. The Super-Administrator can set up user accounts for different users of the Customer Account (hereinafter «User Account»).	5.5	Cancellation of inactive customer and user accounts If no successful login has been performed on a Customer Account for 12 months, Swiss Post may delete the Customer Account and all associated User Accounts and permissions without prior notice.
	Administrators are required to ensure that users are informed of the applicable rights and obligations, in particular the due diligence required for use of the Customer Account and the associated Online Services. User access can be restricted to individual Online Services by Super-Administrators. If a billing relationship is activated for the User Account, user access can also be restricted to specific customer numbers. If a Super-Administrator leaves the Customer's company, the latter must ensure that the former creates a new Super-Administrator first. Users who leave the Customer's company must immediately be deleted by the Customer.	5.6	Payment options The use of a paid Online Service requires the payment of the amount owing using one of the payment methods accepted by Swiss Post. Customers can choose from the payment methods available and offered by the relevant Online Service. Swiss Post reserves the right to carry out a credit check or to have one carried out by a third-party company. Unless otherwise specified, Swiss Post invoices are payable within thirty days of being sent to the Customer. In addition to any further collection costs, any reminders for overdue payments shall incur a charge of CHF 20 per reminder and any default interest on the overdue amount shall be charged at the rate of 5%, and shall be payable by the Customer. In the event of non-payment of invoice amounts after receipt of a reminder, Swiss Post reserves the right to hand over the matter to a debt collection company.
5.4.2.1.2	User Administrator Persons with the role of User Administrator can also create and manage new user accounts. They can manage them exclusively in accordance with the rights granted to them by the Super-Administrator.		All credit balances in a Customer Account will be assigned to the Customer and paid out to him only, regardless of other users. Credit balances in a business account can only be transferred to the Customer's business account, and not to the account of another user. The Customer must provide Swiss Post with all relevant information. Remaining credit balances of CHF 5 or less will not be paid out. Remaining credit balances must be used within the termination period stipulated in section X or other period determined by Swiss Post. Upon expiry of this period or upon deletion of the Customer Account on grounds of inactivity in accordance with section VI. 4. Remaining credit balances of CHF 5 or less shall be irrevocably transferred to Swiss Post.
5.4.2.1.3	Employee Persons with the role of «Employee» can only use the Online Services for which they have been authorized by a Super-Administrator.		Further details on payment options can be found here .
5.4.2.1.3.1	Technical Users To use different Swiss Post web service interfaces, the Customer can create «Technical Users». Technical Users are impersonal user accounts that are assigned to a particular Customer Account.	6.	Availability and service interruptions Swiss Post is committed to the highest possible and uninterrupted availability of the Customer Center, Online Services and Apps. 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.
5.4.2.1.5	Service Providers outside the company A Super-Administrator can grant users of other companies (Service Providers) permission to access a Customer Account provided a billing relationship has been activated for it. The Service Provider can use the Online Services for the Customer Account in accordance with the permission granted. Any orders placed will be in the Customer's name. The provisions in accordance with sections III and VI above shall apply.	7.	Involvement of third parties The Customer agrees that Swiss Post may bring in third parties to provide the services and that any customer data necessary for the cooperation can be passed on. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner.
5.4.2.1.6	Multiaccount Administrator Users of a «parent company» (hierarchically superior company) are entitled to be administrators on the account of a «subsidiary» as «Multiaccount Administrators». For the Customer Account of a subordinate company, Multiaccount Administrators always have the full rights of a Super-Administrator. Permissions as «Multiaccount Administrators» can be recorded and managed by Super-Administrators from the subordinate company. In addition, Users at the parent company can request permission via their customer advisor at Swiss Post to be Multiaccount Administrators. It is an essential precondition for access authorization that the Customer Account of the subordinate company has an active billing relationship with Swiss Post and that the hierarchically superior company of the Multiaccount Administrator is stored as a parent company in connection with that relationship. In addition, the User to be authorized must be authorized at the parent company as «Super-Administrator», «User Administrator» or «Employee».	8.	Liability
	Approval from an authorized agent of the subordinate company is also required. All requests should be addressed to the customer advisor at Swiss Post. The actions of a Multiaccount Administrator will be attributable to the Customer whose account he is working with. Swiss Post does not accept any liability for the	8.1	Swiss Post liability As permitted by law, Swiss Post does not accept any liability for damage or loss as the 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 auxiliary personnel and third parties engaged by it (e.g. sub-contractors, suppliers, etc.) as a result of incidental or ordinary negligence.
		8.2	Customer's liability The Customer is liable to Swiss Post for loss or damage due in any way to the non-performance or poor performance of his contractual obligations, if he fails to prove that these are not his fault.
			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). Claims in respect of product liability and personal injury remain reserved. Swiss Post does not accept liability to the extent that is permissible by law 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.

The Customer agrees to indemnify Swiss Post against all claims asserted by third parties resulting from the use in breach of contract or the unlawful or improper use of the Customer Center via www.swisspost.ch, the Online Services and Apps. This also includes an obligation to fully indemnify Swiss Post against legal defence costs (e.g. court and lawyers' fees).

9. Data protection

9.1 General

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.

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.

9.2 Market research, customer advice and marketing

With regard to the provision of a competitive market service, the Customer agrees that Swiss Post may collect and process his personal data for market research (e.g. customer satisfaction surveys) and consulting purposes.

The Customer agrees that Swiss Post may collect and process personal data for its own advertising purposes.

The Customer has the right to prohibit the use of personal data at any time without specifying reasons, provided that its usage is not required to render the services. As regards asserting the right of objection, see the rights of the individuals affected.

Personal data may be disclosed to third parties who do not act as a data processor for previously notified processing purposes to the extent that it is legally permissible or with the prior consent of the Customer.

9.3 Rights of people affected

The Customer has the right to request information on the processing of his or her personal data or its correction, deletion or destruction. He may forbid the processing of his data, provided it is not necessary to render the services he has requested. This also applies to the disclosure of his or her data to third parties. If the Customer has expressly consented to further data processing, he may revoke this at any time. The legality of the data processing for the entire duration of the valid consent is not affected by this. If neither the correctness nor the incorrectness of the data can be determined, the Customer may request a note of objection to be added.

All legal provisions which oblige or entitle Swiss Post to process or disclose data remain reserved. If the deletion of the data is not permitted for legal reasons, the data will be blocked instead of deleted.

To assert his rights, the Customer must contact the following address in writing along with a copy of his passport or ID card: Post CH Ltd, Swiss Post Contact Center, Wankdorfallee 4, 3030 Berne, custcare@swisspost.ch. As e-mails are not encrypted, they are exposed to the typical security risks for this means of communication.

9.4 Responsibility of the Customer

If the Customer processes third-party data using the Customer Center, the Online Services or Apps, he shall remain exclusively responsible in respect of the persons concerned.

9.5 Additional data privacy statements

The individual provisions of the Online Services and the data privacy statement on the website www.swisspost.ch/data-privacy-statement provide further information about data processing by Swiss Post.

9.6 Involvement of third parties (processors)

The Customer agrees to Swiss Post involving third parties to render services and supplying the necessary data to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as Swiss Post itself and may – subject to differing legal regulations – not process the data for its own purposes and only on behalf and on the instructions of Swiss Post. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner.

10. Term and notice

The contract concerning a User Account, its access and existence in the Contact Center is valid for an indefinite period. It may be terminated by either party subject to a period of one month's notice at the end of any month. The Customer must send notice of termination either via e-mail to login@swisspost.ch or in writing to the following address: Post CH Ltd, Contact Center, Wankdorfallee 4, 3030 Berne, Switzerland.

The closure of the Customer Account shall result in the removal of the right to use the Online Services and functions which exclusively depend on the existence of a Customer Account.

Offers with fixed terms or billing cycles, which can only be dissolved upon expiry, as well as termination with notice for good cause shall remain reserved.

11. Changes 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 the case of objection the Customer shall be free to terminate the business relationship with immediate effect.

12. 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.

13. 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 assign the present contract or rights and obligations arising from it to another company without the Customer's consent provided Swiss Post controls the 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 the Customer's consent.

14. Applicable law and place of jurisdiction

The contract is governed by Swiss law.

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). Unless otherwise agreed, Berne shall also be the place of performance and the place of collection for customers who are not resident in Switzerland.

15. Conciliation office

Prior to referral to a competent judge, the Customer has the option to access dispute resolution at the PostCom conciliation office. Contact information is available at www.ombud-postcom.ch.

16. 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 www.swisspost.ch/gtc.

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