

GENERAL TERMS AND CONDITIONS

CUSTOMER CENTER LOGIN

1. Scope

These Customer Center Login General Terms and Conditions (hereinafter "GTC") govern the business relationship between the customer and Post CH Ltd (Wankdorfallee 4, 3030 Berne, Switzerland; hereinafter "Swiss Post") in connection with the use of the login via www.swisspost.ch (hereinafter "Login"), the Login via a Swiss Post smartphone app (hereinafter "App") and the Swiss Post services available via the Login (hereinafter "Online Services"). These Online Services must be used in accordance with the following provisions and with the specific requirements of the respective Online Service.

References to persons apply to both women and men as well as to more than one person.

2. Subscriber and usage requirements

2.1 Registration with SwissID

In order to open a customer account via SwissID, the Customer must first create a SwissID account. This opening process is performed entirely on the web pages of the provider SwissSign Group Ltd. Details concerning this can be found at www.swissid.ch/en/. Having successfully opened an account with SwissID, the Customer is directed back to www.swisspost.ch and can continue registering for a customer account there. For this purpose, 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) via the SwissID and uses it for the purposes of the Login and Online Services. For the use of SwissID, Swiss Post does not disclose any customer details to SwissSign.

As part of the registration process Swiss Post will send the Customer an activation code (link) to the e-mail address specified by the Customer. The Customer must activate his/her account within the stated period using the confirmation link. Failure to do so will result in the account being deleted and registration will have to be carried out again.

Swiss Post reserves the right to reject any applications for registration without giving reasons for doing so.

2.2 Registration with Swiss Post Customer Login

In order to open a customer account and gain access to Swiss Post's login-protected Online Services, the Customer needs to register at www.swisspost.ch or via a Swiss Post Online Service or a Swiss Post App. As part of the registration process Swiss Post will send the Customer an activation code (link) to the e-mail address specified by the Customer. The Customer must activate his/her account within the stated period using the confirmation link. Failure to do so will result in the account being deleted and registration will have to be carried out again.

It is the Customer's responsibility to select a complex password (not banal passwords like "ASDF1234", "luke72", etc.), which should be appropriate for the level of protection required by the Customer's account.

Swiss Post reserves the right to reject any applications for registration without giving reasons for doing so.

2.3 Customer details

The Customer undertakes when registering and dealing with other user matters to provide full and truthful details, to keep such details up to date (particularly e-mail addresses) and to correct any errors immediately. The Customer acknowledges at the time of application that he/she has the legal capacity to act or acts with the consent of the relevant legal representative.

2.4 Login

Once registration has been completed the Customer can log in directly at www.swisspost.ch, or directly via an Online Service or App.

After successfully logging in, the Customer will remain logged in until he/she logs out from the Online Service or App or is logged out of the system after prolonged inactivity. Upon accessing the service or at certain times, the Online Service can request that the Customer re-enter the password.

The Customer is responsible for ensuring that he/she uses the Login only on devices which are used exclusively by him/her or persons authorized by him/her.

After several failed attempts to log in, the user account will be blocked automatically. In order to have the account unblocked, the Customer must place a corresponding request with the Swiss Post Contact Center (contactcenter@swisspost.ch) or reset his/her password.

2.5 Linking with the SwissID

In order for an existing account to be successfully linked with the SwissID, a SwissID must exist. 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.swissid.ch/en/. 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 Login and Online Services. For the use of SwissID, Swiss Post does not disclose any customer details to SwissSign. Access to the Online Services and Apps of Swiss Post which are protected by a login requires a Login in the Customer Center. The Login itself requires the SwissID.

3. Services provided by the Customer

3.1 General due diligence

The Customer is responsible for the careful, secure storage of authentication features (username, password, e-mail with a link, access to SMS messages, etc.) governing Customer Center access and must ensure that no third parties gain access to them. The Customer shall ensure that he/she only enters the Login on devices exclusively used by him/her or persons he/she 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/her own. He/she 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/her customer account comply with these 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/she has the legal capacity to act or acts with the consent of the relevant legal representative.

3.2 Reporting obligation

If the Customer or the User has reason to believe that an unauthorized third party knows his/her authentication features or has gained unauthorized access to the platform or the individual functions offered on it, the Customer must notify the Swiss Post Contact Center immediately (contactcenter@swisspost.ch) and take his/her own suitable preventive measures.

The Customer must also notify the Swiss Post Contact Center (contactcenter@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 Content

The Customer is responsible for the content (images, voice, data) that he/she or a third party sends via his/her Login or Online Services, or makes available for processing or download. Swiss Post is entitled to pass on content and information to third parties and/or to delete it where necessary, in order to comply with legal provisions or regulatory arrangements.

3.4 Own systems

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.

The Customer must take all preventive measures needed to prevent unauthorized access to other systems and the spread of viruses. In particular, he/she must ensure that all installations and devices in his/her possession and all devices used for the Login to www.swisspost.ch and to the Online Services and Apps are protected from unauthorized access and manipulation.

3.5 Compliance with statutory regulations

The Customer undertakes to comply with Swiss laws and any foreign laws that apply in individual cases when using the Login, 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 promotional mailings, or in any way breach any General Terms and Conditions of Swiss Post or run counter to the interests of Swiss Post.

4. Blocking of access

Swiss Post is entitled to terminate the Customer's access to the Login, Online Services and Apps without giving notice and without incurring any costs if the Customer breaches the terms of these 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 the Login 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 the Swiss Post Contact Center (contactcenter@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 General Terms and Conditions 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 10.

5.2 Contact Center support

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. For certain services, this verification is performed by sending an SMS to a mobile number.

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

5.4.2.1 General

The first person who registers during login 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 GTC.

Swiss Post does not in any way verify the authority of the Super-Administrator nor his/her affiliation with the respective company. To the extent permitted by law, Swiss Post refuses any liability in this respect.

Responsibility for access, use (incl. assignment of permissions) and maintenance of the account lies exclusively with the Customer. To the extent permitted by law, Swiss Post refuses any liability in this respect.

5.4.2.2 Administrators and permissions

5.4.2.2.1 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: enter, delete and change Users and grant 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").

Super-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.

5.4.2.2.2 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.

5.4.2.2.3 Employee

Persons with the role of Employee can only use the Online Services for which they have been authorized by a Super-Administrator.

5.4.2.2.4 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.

5.4.2.2.5 External Service Providers

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 3 and 4 above shall apply.

5.4.2.2.6 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".

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/she is working with. Swiss Post does not accept any liability for the consequences of corresponding permission for multiple accounts.

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 in accordance with section 9.

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 creditworthiness 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.

All credit balances in a Customer Account will be assigned to the Customer and paid out to him/her 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 9 or other period determined by Swiss Post. Upon expiry of this period or upon deletion on the grounds of inactivity in accordance with section 5.5, remaining credit balances of CHF 5 or less shall be irrevocably transferred to Swiss Post.

Further details on payment options can be found [here](#).

6. Availability and service interruptions

Swiss Post is committed to the highest possible and uninterrupted availability of Logins, 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.

7. Liability

7.1 Swiss Post's 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 it engages (e.g. sub-contractors, suppliers, etc.) which result from incidental or ordinary negligence.

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.

Liability for the Online Services against which claims are made is subject to the General Terms and Conditions agreed, unless these stipulate another regulation.

7.2 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/her contractual obligations, if he/she fails to prove that these are not his/her fault.

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

8. Data protection

8.1 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.

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.

8.2 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/her personal data for market research (e.g. customer satisfaction surveys) and consulting purposes.

Swiss Post may collect and process personal data for its own advertising purposes.

The Customer has the right at all times to prohibit Swiss Post from using his or her personal data for market research, customer advice and marketing purposes. As regards asserting the right of objection, see the rights of the data subjects.

8.3 Rights of the data subjects

The Customer may request information on the processing of his or her personal data. The Customer has the right to have his or her data deleted or destroyed. He/she may forbid or block the processing of his/her data, provided it is not necessary to render the services he/she has requested. This also applies to the disclosure of his/her data to third parties. The Customer has the right to have incorrect personal data corrected. If neither the correctness nor the incorrectness of the data can be determined, he/she may request a note of objection to be added. If the Customer has expressly consented to further data processing, he/she 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. 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/her rights as a data subject, the Customer must contact the following address in writing along with a copy of his/her passport or ID card: Post CH Ltd, Swiss Post Contact Center, Wankdorfallee 4, 3030 Berne.

To assert his/her right of objection in connection with market research, customer advice and marketing (section 8.2), the Customer may alternatively send his/her request to the following e-mail address registered at Swiss Post: contactcenter@swisspost.ch. In this instance, there is no need to send a copy of his/her ID.

8.4 Responsibility of the Customer

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

8.5 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.

8.6 Involvement of third parties (processors)

Swiss Post may involve third parties to render services and supply 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.

The data processors may also be domiciled abroad. Swiss Post guarantees that the data processors will apply appropriate data protection in the destination country.

9. Duration and termination

The contract is of indefinite duration. It may be terminated by the Customer and Swiss Post subject to a period of one month's notice as of the end of a month. The Customer must send notice of termination either via e-mail to contactcenter@swisspost.ch or in writing to the following address: Post CH Ltd, Contact Center, Wankdorfallee 4, 3030 Berne.

The closure of the Customer Account shall result in the removal of the right to use the Online Services and functions used by the Customer which depend on being registered for the Login service.

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.

10. Amendments to the GTC

Swiss Post can amend the GTC at any time and can modify or stop the services. 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.

11. 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 with an admissible effective clause which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.

12. 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.

13. 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 Swiss Civil Procedure Code for consumers).

14. 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 ombud-postcom.ch.

15. 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.

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.

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