

“Customer Center Login” General Terms and Conditions (CCL GTC)

I. Area of validity and range of services

1. Area of validity

These “Customer Center Login” General Terms and Conditions (hereinafter “CCL GTC”) govern the contractual relationship between the Customer (hereinafter “Customer”) and Post CH Ltd (hereinafter “Swiss Post”) relating to the use of the login at www.swisspost.ch (hereinafter “Login”), the login via a Swiss Post smartphone app (hereinafter “App”) and other 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.

2. GTC acceptance

By accepting the General Terms and Conditions when registering, the Customer agrees to the CCL GTC.

II. Registration and system access

1. Registration

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, 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 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 “ASDF 1234”, “luke 72”, 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. 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 has the legal capacity to act or acts with the consent of the relevant legal representative.

3. Login

Once registration has been completed the Customer can login 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 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-enters the password.

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

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 Swiss Post Customer Service (custcare@swisspost.ch) or reset his password.

III. Customer obligations

1. Authentication features

The Customer is responsible for the proper storage of authentication features (username, password, e-mail with a link, access to SMS notifications, SuisseID etc.). The Customer must ensure that no third parties gain access to his user account. If he does grant third parties access to his account (hereinafter (“Users”), he must treat their actions the same as his own and is required to ensure that the third parties store their usernames and passwords separately from each other and protect them from misuse. The Customer is responsible for ensuring that all Users using his customer account comply with these CCL GTC.

2. Reporting requirements

If the Customer or the User has reason to believe that an unauthorized third party knows their authentication features or has gained unauthorized access to the platform or the individual functions offered on it, the Customer must notify Swiss Post Customer Service immediately (custcare@swisspost.ch) and change his password.

The Customer must also notify Swiss Post Customer Service (custcare@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. Contents

The Customer is responsible for the content (images, voice, data) that he or a third party sends via his 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.

4. Own systems

The Customer is responsible for providing Internet access and the necessary hardware and software components with the relevant configurations, and bears 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 measures needed to prevent unauthorized access to other systems and the spread of viruses. In particular, he must ensure that all installations and devices in his possession and all devices used for the Login, Online Services and Apps are protected from unauthorized access and manipulation.

5. Compliance with statutory regulations

The Customer undertakes to comply with Swiss and foreign laws 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 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.

IV. Blocking 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 CCL GTC or 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 Logins and access to Online Services and Apps without giving notice.

V. Customer Service support

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

VI. Customer and user account

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 XV.

2. 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.

3. Customer and user account

3.1 "Private" customer account

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

3.2 "Business" customer and user account

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 CCL 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.

3.2.1 Administrators and permissions

3.2.1.1 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").

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.

3.2.1.2 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.

3.2.1.3 Employee

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

3.2.1.4 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.

3.2.1.5 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.

3.2.1.6 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”.

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 consequences of corresponding permission for multiple accounts.

4. Cancellation of inactive customer and user accounts

If no successful login has been performed on a Customer Account for 12 months, its owner as well as all Super-Administrators of the corresponding Customer Account will be informed by e-mail by Swiss Post accordingly and asked to update the user accounts.

If, despite prior notification, no successful login has been performed on a Customer Account for 14 months, the Customer Account as well as any associated user accounts and permissions will be deleted.

5. 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.

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.

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

VII. Availability and service provision

1. Availability of Login, Online Services and Apps

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.

2. Interruptions

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.

3. Provision of services by third parties

Swiss Post may transfer all or part of the provision of the service to third parties, including the transfer of the terms of use for the respective service provided. By registering for the corresponding Online Service or App, the Customer

approves the terms of use and the forwarding of his user data to a third-party partner, insofar as necessary for the provision of the services and/or the collection of any credit balances. The third-party partner is in turn subject to the principles of this section VII.

VIII. Liability

1. Swiss Post liability

Swiss Post is not liable to the Customer or third parties for non-performance or poor performance of the contract, unless the action constituted wilful intent or gross negligence. Swiss Post is not liable for the accuracy of the data provided or for any consequential loss or damage or lost profit. Swiss Post is not liable for loss or damage arising from any failure of the Login or services offered. Liability for the Online Service against which claims are made is subject to the General Terms and Conditions agreed.

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.

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 Logins, Online Services and Apps. This also includes an obligation to fully indemnify Swiss Post against legal defence costs (e.g. court and lawyers' fees).

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.

With regard to the provision of a competitive market offer, the Customer agrees that Swiss Post may collect and process his Login and usage data for market research, consulting and advertising purposes.

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 (primarily address 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.

Any third-party data which the Customer processes within the Login, when using Online Services or Apps remains the exclusive responsibility of the persons concerned.

The privacy statement contained on the website www.swisspost.ch (www.swisspost.ch/data-privacy-statement) and the individual GTC of Online Services provide supplementary information about data processing associated with the use of that website, the Login and via Online Services at www.swisspost.ch and the App.

X. Entry into force, term and notice

These CCL GTC enter into force at the date of registration in accordance with section II and are valid for an indefinite period. Registration may be terminated 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 custcare@swisspost.ch or in writing to the following address: Post CH Ltd, Customer Service, 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 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.

XI. Changes to the GTC

Swiss Post reserves the right to change the CCL GTC at any time. The respective latest version shall be duly published on the Swiss Post website (www.swisspost.ch/gtc) before coming into effect and the user informed in an appropriate manner. The CCL GTC shall be deemed approved, provided that the Customer logs in and continues to use the Online Services and Apps. Any objection shall constitute termination of the contract and shall automatically lead to its discontinuation in accordance with section X.

XII. 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.

XIII. 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 www.ombud-postcom.ch.

XIV. Applicable law

In all other cases, the contractual relationship shall be subject to Swiss law.

XV. 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.