

General terms and conditions (GTC)

Customer center login

1 Scope

These Customer Center Login General Terms and Conditions (hereinafter "GTC") govern the business relationship between the Customer and Swiss Post Ltd (Wankdorfallee 4, 3030 Bern, Switzerland; hereinafter "Swiss Post") in connection with the use of the login via www.swisspost.ch (hereinafter "Login"), and the login-protected general functions of the Customer Center (hereinafter "Customer Center").

The use of the login-protected individual online services (hereinafter "Online Services") and smartphone apps (hereinafter "App") is governed by the respective responsible online service provider in separate agreements. Online service providers may be other companies of the Swiss Post Group (hereinafter "Subsidiaries") and third-party providers authorized by Swiss Post. Swiss Post is not a contracting party or guarantor for other online service providers, even if their agreements refer to these GTC. Swiss Post maintains an up-to-date list of Subsidiaries at swisspost.ch and of authorized third-party providers in the Customer Center. References to persons apply to individuals of all gender identities and 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 Customer Center. 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 Customers must activate their 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.

Registration with Swiss Post Customer Login

To open a customer account and obtain access to the Online Services and Apps, the Customer must register for the login. 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 Customers must activate their 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.

2.2 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 Customers acknowledge at the time of application that they have the legal capacity to act, or act with the consent of the relevant legal representative. Swiss Post is entitled to supply the providers of the Online Services used by the Customer with the required data.

2.3 Login

Once registration has been completed, the Customer can log in to the Customer Center, the Online Services and the Apps. After successfully logging in, the Customers will remain logged in until they log out from the Online Service or App or are 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 Customers are responsible for ensuring that they use the Login only on devices which are used exclusively by them or persons authorized by them.

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

2.4 Linking an account 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. After the linking, the use of the Customer Center and the login-protected Online Services and Apps requires a Login with the SwissID.

3 Customer obligations

3.1 General due diligence obligation

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 Customers shall ensure that they only enter the Login on devices exclusively used by them or persons they have authorized to do so.

If authorized third parties (hereinafter "Users") are given access to the user account, the Customers must be responsible for their actions in the same way as for their own. They are also responsible for ensuring that third parties protect their individual authentication features in compliance with the due diligence obligations and that all Users of their 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 Customers acknowledge at the time of application that they have the legal capacity to act, or act with the consent of the relevant legal representative.

- 3.2 Reporting obligation
If the Customers or Users have 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 Customers must notify the Swiss Post Contact Center immediately (contactcenter@swisspost.ch) and take their 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 Contents
The Customers are responsible for the content (images, voice, data) that they or a third party send via their Login or Online Services, or make 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 Customers for integrating the data provided are to be borne by them. 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, they must ensure that all installations and devices in their 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 access**
Swiss Post is entitled to terminate the Customer's access to Login, Online Services and Apps of Swiss Post and the online service provider without giving notice and without incurring any costs and to inform the online service providers concerned if the Customer breaches the terms of these GTC or GTC of the Online Services, if there is a suspicion of misuse, if the security of the system is no longer guaranteed – at the justified request of an online service provider – or if the Customer is in arrears in relation to the payment of invoices from Swiss Post.
Swiss Post can take additional measures to prevent misuse. These include the temporary blocking of the Login and access to Online Services and Apps of Swiss Post and the online service provider 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 of Swiss Post and the online service providers can be used via the Online Services or Apps solely within the framework of the relevant specifications of use. The services concerned are each described in more detail as part of the specific agreements with the respective provider.
Swiss Post may change, add to or subsequently stop the Online Services and Apps of Swiss Post 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 Super-Administrators nor their affiliation with the respective company. To the extent permitted by law, Swiss Post refuses any liability in this respect.
Responsibility for access, use (including 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 of Swiss Post and the online service providers 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 Employees
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 all the Online Services 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".

	8 8.1	<p>Data protection</p> <p>General</p> <p>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.</p> <p>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 so as 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.</p>
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- 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 Network Ltd, Swiss Post Contact Center, Wankdorfallee 4, 3030 Bern, Switzerland. Termination results in the loss of the right to use the login-protected functions of the Customer Center, the Online Services and the Apps. Use is reserved on the basis of a separate agreement with the responsible online service provider. 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 service. 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 by 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 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).
- 14 Conciliation office**
Prior to referral to a competent judge, the Customer has the option to settle the dispute at the PostCom conciliation office. The contact details can be found at ombud-postcom.ch.
- 15 Legal form of publication**
The legally binding GTC which constitute an integral part of the contract are published electronically and can be viewed at www.swisspost.ch/gtc.
In particular cases, Swiss Post can provide the Customers with a physical version of the GTC on request. The Customer acknowledges that paper versions are only copies of the current, 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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