General Terms and Conditions
Login Post Connector for business customers

June 2015

1. Scope of validity

These General Terms and Conditions for Login Post Connector (hereinafter "LPC GTC") govern the relationship between the Operators of e-shops (hereinafter "Operator") and Post CH Ltd (hereinafter "Swiss Post") for the use of the following services (hereinafter "Services"):

- Login Post Connector (hereinafter "LPC")
- Alternative delivery addresses (hereinafter "ADA")
- Mailing options (hereinafter "MOP").

The LPC GTC supplement the Login Customer Center GTC where they are applicable and take precedence over them in the event of inconsistencies. The LPC GTC and Login Customer Center GTC are published online at www.swisspost.ch/gtc.

With each use of the Services, and in particular of registration, the Operator accepts the LPC GTC.

Any Operator GTC shall be explicitly excluded.

2. Subscriber and usage requirements

Participation and use of the Services requires:

a) registration by the Operator for the "Login Customer Center" Service at the website https://sso.swisspost.ch and a stored domicile address
b) integration of the Services into the Operator's e-shop
c) authorization, i.e. activation by the Operator for individual Services and receipt of the technical user and associated password for each Service from Swiss Post
d) compliance with the LPC GTC and applicable legal requirements by the Operator

Swiss Post remains free to refuse applications for authorization without stating a reason or to grant only limited access to the Services.

3. Service description

3.1 LPC

LPC is an authentication system for web-based services. The Service allows a person with a Login Customer Center (hereinafter "Customer") to access an Operator chosen by the Customer and authorized by Swiss Post with the access details defined for the Customer Center (username, password). This Service allows Operators to offer their Customers access to their e-shops using Swiss Post authentication.

The Service also helps Customers to register and update their data in e-shops. For this purpose, the Customer instructs Swiss Post to transfer selected contact and identification data after successful authentication from the Login Customer Center to each of the selected Operators. Depending on their requirements, the Operator may request transfer of the following data in particular:

- First name, last name
- Domicile address
- Alternative delivery addresses:
    - Domicile (office, holiday address, P.O. Box etc.)
    - PickPost points
    - My Post 24 parcel terminals
    - Post offices (poste restante)
- Tel. number
- E-mail address
- Verification status

3.2 ADA

ADA allows the Operator of an e-shop to display to Customers the alternative delivery addresses they have stored in Login Customer Center for selection. The stored alternative delivery addresses are sent to the Operators when the Customer logs in to LPC.

3.3 MOP

The MOP interface allows the Operator of an e-shop to display to Customers a selection of possible Swiss Post transport/delivery options (e.g. economy, priority, evening delivery) based on the delivery addresses for the requested time period.

The e-shop can process and display the selection of Services or prices individually.

Depending on the transport type, the e-shop can display additional options to Customers for selection or define them independently (e.g. electronic cash on delivery (BLN), signature (SI) etc.).

The development of a user interface for MOP is done by the Operator.

The Operator acknowledges that no allowance is made for cantonal and local holidays at the place of delivery in the MOP display. Swiss Post recommends that Operators note this in their user interface.

4. Costs

The Services are free of charge, but with the exception in particular of the remuneration of individual postal services in accordance with the General Terms and Conditions for "Postal Services" or any separate agreement. In addition, the remuneration of Services provided by Swiss Post for the integration of the Services at the Operator will be charged in accordance with a separate agreement.

5. Duty of care and obligation of the Operator to provide information

The Operator is responsible for taking due care to safeguard access details (technical username, password). In particular, the Operator must store usernames and passwords separately and protect them and any devices used against misuse by third parties.

If the Operator has reason to suspect that an unauthorized third party knows the access details or may have unauthorized access, it must change its password immediately or report the matter to Swiss Post.

The Operator shall inform Swiss Post in good time about incidents related to the handling of data received from the Services, and about any faults and interruptions in the Operator's systems.

The Operator shall ensure that access to and use of its e-shop is also possible without the aid of the Services. In particular, the Operator shall ensure, by means of control and manual correction options and other appropriate measures, that the e-shop can also process orders in the event that the Services fail, send no data or send incorrect data.

6. Availability

Swiss Post ensures a high level of availability of the Services, but cannot guarantee any specific level of availability. Swiss Post will provide adequate advance notice of any significant faults and interruptions and changes to the Services.

Minor daily maintenance work may be carried out without prior notice outside business hours. Business hours are Monday to Friday from 8 a.m. to 5 p.m. CET.

7. Blocking access

Swiss Post is entitled to block the Operator's access to the Services without notice and without incurring any subsequent costs should the Operator violate these GTC, cease to guarantee the system's security or be late in paying invoices.

8. Involvement of third parties

Swiss Post may engage third parties at any time to provide its Services.

9. Liability

Swiss Post will not be liable to the Operator or third parties for non-performance or poor performance of the contract, unless the action constituted wilful intent or gross negligence. Swiss Post will not be liable for the accuracy of the data provided or for any consequential loss or damage or lost profit. Swiss Post will not be liable for loss or damage arising from any failures of the login or Services offered. The Operator will be liable to Swiss Post for improper use of the Service or the data received and for any loss or damage due in any way to the non-performance or poor performance of its contractual obligations, if it fails to prove that these are not its fault. The Operator undertakes to indemnify Swiss Post against all third-party claims arising from its authorized or unauthorized use of the Services. This also includes an obligation to fully indemnify Swiss Post against legal defence costs (e.g. court and lawyers' fees).

10. Data protection and confidentiality

In the processing of all personal data received from Swiss Post as part of these Services, the Operator guarantees compliance with the provisions of Swiss data protection law. The Operator is solely responsible to those affected by the use and processing of the transferred personal data.

11. Entry into force, duration and termination

The contract for the use of the Services begins with authorization by Swiss Post (see section 2.c)) and is concluded for an indefinite period.

It ends by giving notice in compliance with the following notice periods and dates. The Operator may terminate the contract at any time. Swiss Post will observe a notice period of 10 days to the end of the month. Notice of termination must be in writing.

The right to termination without notice for good reason is reserved by both parties. Good reasons include in particular:

a. The occurrence of events or circumstances which make it infeasible for the terminating party to continue the contractual relationship
b. Breach of the obligations of this contract
c. If it is no longer possible for legal reasons for Swiss Post to fulfil its obligations under this contract
d. The official publication of initiated bankruptcy proceedings or moratorium on debt enforcement on one of the parties

12. Amendments to the LPC GTC

Swiss Post reserves the right to amend the LPC GTC at any time. Each new version will be brought to the attention of the Operator in good time before coming into effect and published on Swiss Post's websites. The amended LPC GTC will be deemed to have been accepted if the Operator does not object in writing within one month. Any objection shall constitute termination of the contract and shall automatically lead to its discontinuation.

13. Applicable law and place of jurisdiction

These terms and conditions are subject exclusively to Swiss law. The sole place of jurisdiction is Berne (Switzerland). In the case of Operators who are resident abroad or whose registered office is abroad, Berne (Switzerland) is the place of debt collection and sole place of jurisdiction for all proceedings.