

# General Terms and Conditions for use of the PickPost/My Post 24 service by business customers

## 1 Area of validity

These General Terms and Conditions (hereinafter referred to as "the GTC") govern the business relationships between business customers (mail order, distance sellers, online shops, etc., hereinafter referred to as "the Customer") and Post CH Ltd (Wankdorferlee 4, 3030 Bern, Switzerland, hereinafter referred to as "Swiss Post") in conjunction with the use of the PickPost and My Post 24 services on their websites/online shops. References to persons apply to individuals of all gender identities, as well as to more than one person. These GTC are deemed to have been accepted by the Customer at the latest by the time they have received the necessary information pertaining to the [integration](#) of the PickPost/My Post 24 service on their website/online shop from Swiss Post or have downloaded it from Swiss Post's [PickPost](#) and/or [My Post 24](#) website.

## 2 Service description

The PickPost and My Post 24 API enables business customers to integrate flexible options for receiving consignments into their online shop on their website. This means that recipient customers can select all Swiss Post access points (branches, My Post Service collection points and parcel terminals) that offer the "PickPost and My Post 24" services as alternative receipt options during the checkout process. The details of the range of services available to business customers can be found under [Online shop integration](#).

## 3 Customer obligations

- 3.1 The Customer undertakes to activate the PickPost/My Post 24 guidelines provided by Swiss Post on its own website. The documentation relating to the integration of the [Digital Commerce API \(separate GTC\)](#) with the PickPost/My Post 24 API interface module for alternative delivery locations, is an integral part of these GTC.
- 3.2 Before activating information about the PickPost/My Post 24 service on its website or launching an information campaign with information provided by Swiss Post, consent must be obtained from Swiss Post. Activation of the PickPost/My Post 24 service must be in line with Swiss Post's corporate design. The PickPost/My Post 24 guidelines regarding the interfaces for the integration must also be observed. If the corporate design and PickPost/My Post 24 guidelines are not observed, Swiss Post is entitled to block the use of the PickPost/My Post 24 service by the Customer (activation of the link, information campaign, etc.). As soon as the necessary modifications and/or adjustments have been made, Swiss Post will lift the block. For this purpose, Swiss Post only checks compliance with the PickPost/My Post 24 guidelines. The remaining content of the Customer's website and the products, services and offers listed on them are not subject to this check, and Swiss Post assumes no responsibility for them.
- 3.3 The Customer must install all updates provided by Swiss Post immediately (for example new logos or icons, files to update a [map containing the alternative Swiss Post access points](#) and updates to the [Digital Commerce API](#)).

## 4. Data protection

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. Irrespective of any existing framework agreement for postal and logistics services, the Customer accepts that data shared with Swiss Post within the framework of this agreement may be shared and used within Swiss Post Group. Swiss Post 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. With regard to the provision of a competitive market service, the Customer agrees that Swiss Post may collect and process their 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. Any use of end customer data shall be the result of any independent customer relationship between the end customer and Swiss Post. The Customer has the right to prohibit the use of their own personal data by Swiss Post at any time without specifying reasons, provided that its usage is not required to render the services.

If the Customer offers its end customers the possibility of registering for the PickPost/My Post 24 services, it will provide the complete customer information to Swiss Post before the postal items are mailed and will use the Digital Commerce API with the API interface PickPost/My Post 24 for alternative delivery locations module.

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. 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 or end customer vis-à-vis Swiss Post.

Both Swiss Post and the Customer remain responsible towards any end customers within the scope of their respective responsibilities for preserving the rights of data subjects.

## 5 Ownership and intellectual property rights

The Swiss Post and Swiss Post Ltd trademarks provided to the Customer free of charge for the purpose of setting up PickPost/My Post 24 on its website, app or in its customer communication tools (e.g. catalogues) in Switzerland are protected. The Customer is authorized to use the trademarks in accordance with the guidelines provided to them by the customer advice team. For this purpose, Swiss Post grants the Customer a free, non-transferable and non-exclusive licence limited to the duration of the contractual relationship. Swiss Post logos, PickPost and My Post 24 icons and other documents provided by Swiss Post in the context of the PickPost/My Post 24 service must be used in accordance with the information provided on the Swiss Post [developer site](#) regarding integration of the Digital Commerce API with the PickPost/My Post 24 API interface module under section 7 PickPost/My Post 24.

## 6 Availability and service interruptions

Swiss Post endeavours to ensure maximum uninterrupted availability of the login, online services and functions. However, it does not guarantee an uninterrupted service, service at a certain time or the completeness, authenticity and integrity of the stored data or the data sent 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**  
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.) that 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.  
To the extent permissible by law, Swiss Post does not accept liability 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.
- 8 Duration and termination**  
The contract is of indefinite duration.  
The Customer may uninstall or cease to offer PickPost/My Post 24 at any time and in doing so terminate the contract. It must inform Swiss Post of this by e-mail without delay ([pickpost@swisspost.ch](mailto:pickpost@swisspost.ch)). Swiss Post may also terminate the contract in writing at any time without stating reasons and subject to a notice period of three months to the month-end. The right to terminate for good cause remains unaffected.
- 9 Consequences of termination**  
After the contract is terminated, the Customer must deactivate the PickPost/My Post 24 service on their own website and/or app and may no longer use any brochures, flyers and/or other documents.
- 10 Amendments to the Terms and Conditions**  
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. They shall be deemed to have been approved if the Customer does not submit a written objection within 30 days. Any objection shall automatically result in the immediate termination of the contract. This also applies to the PickPost/My Post 24 guidelines and the documents relating to the integration of the Digital Commerce API with the API interface module PickPost/My Post 24 for alternative delivery locations.
- 11 Severability clause**  
Should individual provisions of these GTC be invalid, incomplete or unlawful or prove impossible to implement, 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 Transfer of rights**  
The transfer of the contract or of rights or obligations pertaining to the contract shall require written consent from both parties. Swiss Post may transfer 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 therefrom 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. To the extent permitted by law, the conflicting provisions of the Federal Act on International Private Law (IPLA, SR 291) are excluded.

The place of jurisdiction is Bern. This is subject to the proviso of a partially or fully mandatory place of jurisdiction.

Post CH Ltd, August 2022

