

General Terms and Conditions

P.O. Box

- 1 Scope**

These P.O. Box General Terms and Conditions (GTC) govern the business relationships between customers (hereinafter also referred to as the Customer) and Post CH Ltd (Wankdorffallee 4, 3030 Bern, Switzerland; hereinafter Swiss Post) in connection with the "P.O. Box" service. Together with the GTC "Postal Services" for private customers, the GTC "Postal Services" for business customers, the factsheet and the associated price lists, as well as the documents for specific value-added services such as sub-address and authorizations, these GTC form the basis for the Customer's use of a P.O. Box. The most recently dated documents of Swiss Post are authoritative.

References to persons apply to individuals of all gender identities, as well as to more than one person.
- 2 Service description**

P.O. Boxes are used for delivery and notification of consignments sent to the Customer and any joint users and sub-addressees. The documents listed in section 1 are authoritative with respect to the details.

Swiss Post may limit access to P.O. Boxes and P.O. Box facilities at certain times. In line with sections 9 and 11, Swiss Post reserves the right to make any amendments to the range of services, including in particular closing a P.O. Box facility or renumbering the P.O. Boxes.

Further details regarding this are available on the website at www.swisspost.ch/postofficebox.
- 3 P.O. Box holders and joint users**

When opening a P.O. Box, the Customer is obligated to provide complete and truthful information and to inform Swiss Post immediately of any subsequent changes to this information. There is no entitlement to a P.O. Box.

The Customer shall inform Swiss Post of the names of other people living in the same household (hereinafter referred to as Joint Users), whose consignments will also be delivered to the P.O. Box.
- 4 Approval for use of the P.O. Box**

The Customer must get advance approval from Joint Users and sub-addressees to be permitted to receive their deliveries to the P.O. Box.

Swiss Post reserves the right to check the identity of Joint Users and sub-addressees at any time and to check that they have given their approval or have it documented retroactively.
- 5 P.O. Box keys**

Swiss Post provides the Customer with four P.O. Box keys. No copies of the P.O. Box keys may be made. The Customer must inform Swiss Post immediately if the keys are lost or if the P.O. Box or P.O. Box facility is damaged. If the P.O. Box is cancelled or suspended, the customer must return the keys to Swiss Post promptly. Lost keys will result in the P.O. Box's lock being replaced at the Customer's expense.
- 6 Collecting postal items**

Whoever holds a key to the P.O. Box is considered entitled to receive all consignments deposited therein or notified for collection to the respective recipient. Swiss Post reserves the right to check the identity and authorization of the Customer at the counter on a case by case basis when collecting consignments. Swiss Post is not obligated to carry out additional identity checks. The Customer must empty their P.O. Box regularly, as a general rule at least once a week. Consignments not removed from the P.O. Box in good time will be treated the same as consignments that have been rejected by the recipient. The usual collection periods for consignments notified for collection apply. If postal items cannot be deposited in the P.O. Box because it has not been emptied, unregistered mail that arrives shall be stored at the P.O. Box location (Retain mail) subject to a fee for a maximum of four weeks and invoiced. Unclaimed consignments are then returned to the sender.
- 7 Payment**

See the relevant documents specified in section 1 for prices and other details of chargeable value-added services. Payments that have already been made will not be reimbursed in the event of cancellation.

Any reminders relating to outstanding payments, along with further payment collection costs, shall be charged to the Customer at CHF 20 per reminder. If the Customer is in arrears with the payment, default interest of 5% per annum will be charged. Swiss Post reserves the right to assign unpaid invoice amounts to a debt collection company after sending a reminder without reply.
- 8 Information to third parties**

Swiss Post may disclose the names and addresses of the holder and any Joint Users and sub-addressees of the P.O. Box to third parties, provided they demonstrate a credible authorized interest. Swiss Post also reserves the right to disclose the P.O. Box address for the purpose of rectifying and amending address databases.
- 9 Liability**

Swiss Post's liability is determined based on the relevant provisions of the GTC "Postal Services" for private customers and the GTC "Postal Services" for business customers. To the extent permitted by law, Swiss Post is in particular relieved of any liability for consequential damage or loss of profit and for any additional costs incurred by the Customer if an individual P.O. Box or an entire P.O. Box facility is cancelled or suspended.

The Customer bears liability for damage to the P.O. Box and P.O. Box facility if they fail to demonstrate that they are not responsible for the damage. The Customer and any Joint Users bear liability collectively vis-à-vis Swiss Post.
- 10 Data protection**

The general data protection provisions of the GTC "Postal Services" for private customers and the GTC "Postal Services" for business customers apply. The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post.
- 11 Duration and termination**

The contract for using a P.O. Box is of unlimited duration. It may be cancelled in writing without stating any reason subject to a notice period of one month prior to the end of a month. The contract may be terminated for good cause without advance notice at any time and without compensation for the party requesting such termination. Good cause constitutes, in particular, failing to empty the P.O. Box regularly and serious or repeated violations of these GTC.

Termination extends automatically and simultaneously to all joint use relationships and other services connected with the Customer's respective P.O. Box.
- 12 Amendments to the GTC**

Swiss Post reserves the right to amend the GTC at any time. Except in the case of urgency, any 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 termination of the contract.
- 13 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 with an admissible effective clause whose content comes as close as possible to the original intention, unless this conflicts with consumer protection provisions.



14 Transfer of rights

The transfer of the contract or of rights or obligations arising from this contract requires 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.

15 Applicable law and 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).

16 Conciliation body

Before resorting to the competent court, the Customer has the opportunity to resort to the PostCom conciliation body for resolution of the dispute. Contact information can be found at www.ombud-postcom.ch.

17 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 individual cases, Swiss Post may issue a hard copy of the GTC at a customer's request. The Customer acknowledges that paper versions are only copies of the current and legally binding GTC published on electronic media and that paper versions are legally binding only if they conform fully to the electronic version.

Post CH Ltd, January 2022

