

# GENERAL TERMS AND CONDITIONS

## STREET DIRECTORY WITH GEOGRAPHICAL COORDINATES INCLUDING ALTITUDE INFORMATION

- 1 Products: Street directory with geographical coordinates including altitude information**

The "Street directory with geographical coordinates including altitude information" product consists of various georeferenced records that are generated by Post CH Ltd (hereinafter "Swiss Post"). Descriptions of the products and of the various records may be found in the product description at [www.swisspost.ch/address-maintenance](http://www.swisspost.ch/address-maintenance).
- 2 Scope of use**
  - 2.1 Updating the agreed records of the "Street directory with geographical coordinates including altitude information"**

The records of the "Street directory with geographical coordinates including altitude information" chosen by the customer (hereinafter "licensee") must be updated, for a fee, at least once per year. Additional updates can be contractually agreed.
  - 2.2 General scope of use**

All rights to the data, any copies of the data and modified data remain the property of Swiss Post regardless of the medium on which they are stored. The right of use in the context of this agreement includes, in concrete terms, the following conclusive rights:

**Publication:** The data may be published exclusively in connection with map material, represented in points and without indicating coordinates. For publication via Internet/intranet, it must additionally be ensured that Internet users do not gain access to the digital data, and specifically that it is not possible to download the data. Swiss Post's ownership rights must be respected in every case, and the data sections that are used must be indicated in a source note.

**Copying:** The data or parts thereof may be transferred to the licensee's storage device. Copies may be produced only for security purposes.

**Modifying:** The data may be modified for internal use and combined with other data. The data or parts of it which are linked to other data shall continue to be subject to the conditions of this agreement. Any commercial use of modified data is prohibited. The right of use is valid only for the duration of the agreement and may not be transferred to third parties.
  - 2.3 Expressly forbidden actions**

The licensee is expressly prohibited from selling, lending, leasing, licensing or transferring the data or the documentation or data derived from these, either in whole or in part, and from making it accessible to third parties in another form, whether for payment or not. The publication remains subject to the above conditions. The data may be made available to third parties only temporarily for the technical implementation of applications in accordance with section 2.2.

Copyright and source notes as well as trademarks may not be deleted, concealed or covered.
- 3 Data protection**

The licensee is obliged to meet all technical and professional security measures which are necessary to prevent use of the data that is not provided for in the agreement or is contractually prohibited, and to adapt the measures continually to the latest standards. The licensee must ensure above all that unauthorized persons cannot access the data and that their employees neither use the data for their own purposes nor make them available to third parties.
- 4 Warranty and liability**
  - 4.1 Licensor warranty**

Although the data has been examined thoroughly, incompleteness or errors cannot be completely ruled out. The licensor therefore excludes any warranty for the data and its availability at any time, as far as this is legally permitted. With the exclusion of further claims, in the event of other defective services the licensor shall replace only the delivered record.

The licensor excludes liability for all direct and indirect or consequential damages, as far as this is legally permitted. In particular for damages arising from quality defects in the data (such as incompleteness or inaccuracy of recorded data), or arising from changes to the (hardware and software) systems of the licensor as well as those of any other data users through the installation or the use of "Street directory with geographical coordinates including altitude information" data, and any damages which may arise from the non-fulfilment of contractual obligations.
  - 4.2 Licensee warranty**

The licensee shall warrant and guarantee that it has available the financial resources, technical equipment and skills, as well as any other necessities for the punctual and complete fulfilment of the terms and conditions of this agreement.

The licensee shall refrain from business practices of every kind which could be disadvantageous to the image of the parties. In its communication concerning the products, the licensee shall indicate that the "Street directory with geographical coordinates including altitude information" is a Swiss Post product.
- 5 Data protection**

The licensee must observe the provisions of the Swiss Federal Act on Data Protection in its use of the data. The licensee may use the data only in combination with such personal data as it is actually permitted to process in the desired manner in accordance with the Swiss Data Protection Act. It must also provide for the possibility that affected persons may prohibit further data processing. Should these provisions be breached by the licensee, the licensee shall hold full responsibility and shall indemnify Swiss Post.
- 6 Confidentiality**

The parties are obliged to keep confidential all information that they obtain about the business or trade of the other party and not to give such information to any third parties, unless this information is public or generally accessible. The parties are obliged in particular not to exploit such confidential information either themselves or otherwise.

The content of this agreement is to be treated confidentially.
- 7 Right of control**

Swiss Post is entitled to monitor adherence to the General Terms and Conditions and contractual provisions at any time either itself or using a neutral agent of its choice. If the monitoring shows that the licensee has violated its duties, the licensee shall bear the costs of the monitoring. The control bodies shall undertake the monitoring in the presence of the licensee. They are subject to professional confidentiality.

## 8 Contractual penalty

The licensee expressly recognizes that, in the event of breaches of contract, particularly of sections 2, 5 and 6, it will owe Swiss Post a contractual penalty of the annual licence fee for each case, providing it does not prove that it was not at fault. The licensee shall also owe the contractual penalty if a third party it consults uses the data for purposes other than the implementation of the applications in accordance with section 2.2.

Payment of the penalty does not exempt the licensee from adhering to the contractual obligations. Should the contractual penalty not cover all proven damages, Swiss Post is further entitled to demand additional compensation.

## 9 Prices and payment methods

9.1 The prices are defined in the contract. They exclude VAT.

9.2 The invoices are payable net within 30 days. Swiss Post is entitled at any time to request advance payment from the licensee without stating reasons.

9.3 Payments made in advance (e. g. basic or annual fees upon conclusion of the agreement) shall be neither fully nor partially reimbursed in the event of cancellation of the agreement.

9.4 If an outstanding payment becomes overdue, the licensee shall be charged interest at a rate of five percent (5%) per annum.

9.5 The licensee is not permitted to set off debt owed to Swiss Post against a counterclaim.

## 10 Commencement, term and end of the contract

10.1 The agreement takes effect upon signature by both parties on the contractually agreed date, and is valid for one year. It renews itself automatically for a further year, provided that a cancellation is not issued by written declaration from one of the parties at least three months before the conclusion of the agreement's duration.

10.2 The right to termination without notice for good reason is always reserved. Good reasons include:

- the occurrence of events or circumstances which make it infeasible for the terminating party to continue the contractual relationship, in particular breach of use on the part of the licensee in accordance with section 2;
- the official publication of initiated bankruptcy proceedings or moratorium on debt enforcement on one of the parties.

10.3 At the end of the contract, the licensee must immediately, and without being requested to do so, return to Swiss Post all data files, documentation and other documents provided to it as part of the contractual relationship, as well as destroy any copies. Upon receiving the first request from Swiss Post, the licensee shall confirm in writing that it has returned all documents and destroyed all copies. Swiss Post has the right to monitor the destruction at any time three years after the end of the contract in accordance with section 7.

## 11 Transfer

Rights arising from or in connection with this contract can be transferred to third parties only with the prior express and written agreement of the other party.

## 12 Partial invalidity

If individual provisions of this agreement prove to be incomplete, legally invalid or unenforceable for legal reasons, the validity of the remaining parts of the agreement shall remain unaffected. In this event, the contractual parties shall agree to replace the respective provision with an effective provision which comes closest to the intentions of the original clause.

## 13 Applicable law and place of jurisdiction

These terms and conditions are subject exclusively to Swiss law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The sole place of jurisdiction is Berne.

## 14 Form of publication

The current GTC for the "Street directory with geographical coordinates including altitude information", which constitute an integral part of the agreement, can be viewed at [www.swisspost.ch/gtc](http://www.swisspost.ch/gtc). In particular cases, Swiss Post can provide licensees with a physical version of the GTC if requested. The licensee 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.

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