

GENERAL TERMS AND CONDITIONS

NOTIFICATION OF MOVE

- 1 Scope**

These “Notification of Move General Terms and Conditions” (hereinafter referred to as “GTC Notification of Move” form the basis of the contractual relationship between customers (hereinafter referred to as “the Customer”) and Post CH Ltd (hereinafter referred to as “Swiss Post”) in respect of the use of the Notification of Move service (hereinafter referred to as “the Service”).

The GTC “Notification of Move” complement the GTC “Change of Address with Forwarding” as well as the General Terms and Conditions “Login Customer Center (GTC LCC)” (see section 1) and shall take precedence in the event of contradictions. All GTCs mentioned here are published on the Internet at www.swisspost.ch/gtc.
- 2 Participation and user requirements**

Swiss Post shall offer the “Notification of move” service via the Login Customer Center as a value-added service in addition to the “Change of address” service. Participation and use of the Service requires:

 - a a change of address as per the GTC “Change of Address with Forwarding”;
 - b Customer registration for the “Login Customer Center” services via the website www.swisspost.ch/customer-center as well as verification of the postal address.

The GTC Notification of Move must be expressly agreed to and accepted by the Customer by clicking the appropriate check box before the notification of move comes into effect.

Customers who place a “Change of address with forwarding” order at the counter can log in with the details on the receipt (number and access code) and send notifications of move online.
- 3 Service description**

Access to the service is via Swiss Post’s Login Customer Center (hereinafter Login Customer Center) at www.swisspost.ch after the Customer has been successfully authenticated. Use of Login Customer Center is not the object of this service. It requires the customer to register for Login Customer Center and in doing so to accept the General Terms and Conditions of Login Customer Center (available at www.swisspost.ch/gtc).

With the Notification of Move service the Customer may instruct Swiss Post to transfer the Customer’s relocation data (old and new address, date of move) to specific companies and institutions selected by the Customer. Depending on the requirements of the participating companies and institutions, the Customer may be asked for the purposes of identification to give optional additional details (e.g. age, date of birth, telephone number, customer number, social insurance number, customer card number, vehicle registration number). The notification of move shall comprise the relocation data which is automatically transferred from the change of address, as well as additional data provided by the Customer.

Notifications of move may be sent to persons indicated in the change of address.

The selection of companies and institutions as well as the provision of optional additional details is the sole responsibility of the Customer. Swiss Post will send notifications of move to those companies and institutions to which they have been directed by means of collective messages. Transfer of collective messages will be made by encrypted e-mail.

The Customer can send new notifications of move and view notifications of move already sent from the date of commencement of the forwarding order until the date of expiry of the forwarding order via Login Swiss Post.

The service is free of charge.
- 4 Customer duties**

The Customer undertakes not to violate any contractual or legal obligations while using the Service. Likewise, the Customer undertakes to issue only those notifications of move which he is entitled and authorized to issue.

Customers are reminded of their obligations according to the GTC LCC. With respect to this Service, these shall include, but not be limited to the following sections of the GTC LCC: III. Duties of the Customer, 1. Authentication features, 2. Reporting requirements, 3. Content, 4. Own systems, 5. Compliance with legal requirements.
- 5 Third party involvement**

Swiss Post may at any time engage third parties to perform its services.
- 6 Data protection, postal and telecommunication secrecy, consent to data storage and data transfer**

Swiss Post and third parties who perform services on its behalf take due account of the provisions of Swiss data protection legislation and of Swiss postal and telecommunications secrecy legislation in the gathering and processing of personal data.

Swiss Post operates the Service exclusively from data processing centres located in Switzerland.

The Customer agrees that Swiss Post may transfer and process the customer data provided to it within the scope of this contract within Swiss Post Group (Post CH Ltd. and its holdings) for the purposes of performing this Service. Swiss Post guarantees that, apart from the companies and institutions selected by the Customer, it shall not grant access to the Customer’s data to any third party outside Swiss Post Group.

Swiss Post guarantees that the data received from the Customer shall be stored only as long as is necessary to perform the service requested by the Customer (including storage for backup and evidence purposes). A shorter retention period of 30 days shall apply to the optional additional data. Swiss Post reserves the right to store notification of move messages issued by the Customer.

Notifications of move will only be sent to those companies and institutions selected by the Customer. Swiss Post has no influence on the forwarding of notifications of move effected by those companies and institutions selected by the Customer. In particular, the timely processing of notifications of move received and their processing in compliance with data protection legislation shall be the sole responsibility of such companies and institutions. Swiss Post places recipients of such notifications of moves under no obligation in respect of data protection or data security legislation. The companies and institutions, as recipients of notifications of moves are, in terms of forwarding such notifications, exclusively bound by general legislation (in respect of, for example, data protection) and any existing contracts they may have with the Customer.
- 7 Warranty and Liability**

Swiss Post guarantees the secure transfer of notifications of move to companies and institutions. Any warranty and liability in respect of the forwarding of notifications of move by companies and institutions selected by the Customer is excluded.

Swiss Post is liable for the careful and faithful rendering of the contractually agreed services. Swiss Post is only liable in the event of deliberate acts or gross negligence. Any other liability, particularly also for subsequent damage or lost profit, is excluded. Otherwise section VIII. 1. Liability of Swiss Post corresponds to the GTC LCC shall apply.

The Customer may hold Swiss Post liable for any breach of this contract or its legal obligations. Otherwise section VIII. 2. Customer liability corresponds to the GTC LCC shall apply.

- 8 Duration, termination, effects of cancellation**
The use of this service is possible upon acceptance by the Customer of the GTC Notification of Move in terms of section 2, paragraph 2. The Customer may issue new notifications of move for additional companies during one year, if required.
The relevant contract can at any time be terminated with immediate effect by the Customer. For its part, Swiss Post can terminate the contract without giving reason by giving 30 days' notice.
Cancellation of the service "Login Customer Center" X. Entry into effect, duration and termination or of the change of address with forwarding order (see section 11 of the GTC "Change of Address with Forwarding") shall automatically trigger a cancellation of the Service.
Upon cancellation of the Service, access to the Service shall be disabled. New notifications of move and viewing of notifications of move already effected shall no longer be possible. It is the Customer's sole responsibility to download messages in respect of notifications of move from its own system in good time prior to access being disabled.
- 9 Amendments to the GTC**
Swiss Post reserves the right to amend the GTC Notification of Move at any time. Any amendments will be communicated to the Customer in writing or other form, as appropriate. Unless we hear from the Customer to the contrary in writing within one month, such amendments shall be deemed approved. Opposition thereto shall constitute ordinary termination of the contract.
- 10 Multiple languages**
The GTC are issued in German, French, Italian and English. In the event of discrepancies, the German version is authoritative.
- 11 Severability clause**
Should any individual provision in this contract be held invalid or unlawful, the validity of the contract itself shall not be affected. In the event, the provision in question shall be replaced with an effective provision which comes closest to the intentions of the original clause, consumer protection provisions notwithstanding.
- 12 Applicable law / jurisdiction**
These terms and conditions are subject exclusively to Swiss law. The sole place of jurisdiction is Berne, Switzerland. This clause is subject to any contrary and mandatory provisions in Swiss law.
- 13 Form of publication**
The current GTC (Notification of Move) which constitute an integral part of the contract can be viewed at www.swisspost.ch/gtc. In particular cases, Swiss Post can provide customers with a physical version of the GTC if requested. The Customer 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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