

General Terms and Conditions

Sub-address

- 1 Area of validity**

These Sub-Address General Terms and Conditions (GTC) govern the business relationships between the customers (hereinafter also referred to as the Customer) and Post CH Ltd (Wankdorffallee 4, 3030 Bern, Switzerland; hereinafter Swiss Post) in connection with the "Sub-address" service. Together with the GTC "Postal Services" for private customers and the GTC "Postal Services" for business customers as well as the associated factsheet, these GTC form the basis for the Customer using a sub-address. The most recently dated documents of Swiss Post are authoritative. References to persons refer to individuals of all gender identities, as well as to more than one person.
- 2 Service description**

By registering sub-addresses, Customers can have letter mail for third parties placed in their P.O. Box or private letter box (hereinafter referred to as a delivery box), even if the names of the third parties are not listed in the address of the delivery box. The details are available on the website at www.swisspost.ch/subaddress.
- 3 Approval of the sub-addressees**

The Customers must first obtain the prior approval of sub-addressees for the latter's letter mail to be delivered to their delivery box or handed over to them. Swiss Post has the right to check the identity of the sub-addressees at any time and to retroactively have their approval documented.
- 4 Address**

Only letter mail can be placed in the Customer's delivery box which includes the sub-addressee's name and the address of the delivery box in the address.
- 5 Delivery and forwarding obligations**

The ordinary principles of identification and authorization vis-à-vis Swiss Post apply to the delivery of the letter mail. The Customer is responsible for subsequently forwarding the letter mail to the relevant sub-addressees.
- 6 Payment**

The use of sub-addresses is possible only against payment of a fee. The prices and further details can be found in the documents listed in section 1. The fees are payable in advance. Payments that have already been made will not be reimbursed in the event of termination. Any reminders relating to outstanding payments, along with further payment collection costs, shall be charged to the Customer at 20 francs per reminder. If someone is in arrears with the payment, default interest of 5 percent per year shall be charged. Swiss Post reserves the right to assign unpaid invoice amounts to a debt collection company after sending a reminder to which no reply is received.
- 7 Information to third parties**

Swiss Post may divulge to third parties the name and address of Customers for whom letter mail for specific sub-addressees is placed in a delivery box, provided said party can prove a legitimate interest therein.
- 8 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 the sub-address is cancelled or discontinued.
- 9 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.
- 10 Duration and termination**

The contract is of indefinite 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, serious or repeated violations of these GTC.
- 11 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 immediate termination of the contract.
- 12 Severability clause**

Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, 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.
- 13 Assignment of rights**

The assignment of the contract or of rights or obligations pertaining to the contract shall require written consent from both parties. Swiss Post may assign 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 from it to third parties for collection purposes without the Customer's consent.
- 14 Applicable law and place of 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 Swiss Civil Procedure Code for consumers).
- 15 Conciliation office**

Prior to referral to the competent courts, Customers have the option to settle the dispute at the PostCom conciliation office. Contact information can be found at www.ombud-postcom.ch.
- 16 Form of publication**

The legally binding GTC 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 on 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

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