General terms and conditions
WebStamp

1 Scope and services offered

1.1 These General Terms and Conditions (GTC) govern the contractual relationship between customers (hereinafter referred to as the "Customer") and Post CH Ltd (hereinafter referred to as "Swiss Post") for the use of the "WebStamp" service for ordering and using digital stamps with a data matrix code (hereinafter referred to collectively as "digital stamps" or "WebStamps").

1.2 The products and services offered by Swiss Post and the associated additional documents and prices are listed in the current factsheets and other communication media and can be viewed at www.swisspost.ch/webstamp. They are deemed to be tacitly accepted when the Customer's consignment is first handed over to Swiss Post.

1.3 A prerequisite for the use of digital stamps is a Swiss Post user account. The regulations referred to here, together with the Postal Services GTC, supplement these GTC and together, in each of their current versions, form the basis for the use of digital stamps. These may only be used in connection with letter post items.

1.4 Swiss Post may change, add to or discontinue WebStamp at any time without obtaining the express consent of the Customer. The Customer shall be notified of any amendments to the services offered in an appropriate manner at least 30 days in advance.

1.5 Swiss Post will provide such services as permitted by its operating resources and will take all reasonable and economically and technically feasible measures to safeguard its data and services. It may delegate the provision of services to third parties. Please refer to the separate data protection declaration for more information on data protection.

2 Design principles

2.1 The Customer is responsible for the content and, in particular, the lawfulness of the images, videos and other content and information (hereinafter referred to collectively as "images") used by them. The content of the image data and addresses used are not checked by Swiss Post.

2.2 Images, videos, motifs, graphics and other illustrations that breach applicable law, are contrary to the interests of Swiss Post or that cause offence may not be used.

2.3 Swiss Post generally cannot be held liable for any image and video content provided by the Customer.

2.4. Currently valid or previously used Swiss Post stamps may not be copied or imitated in any way or used as digital stamps in an altered form. Furthermore, no designs may be chosen that may result in confusion with current or previous Swiss Post stamps.

2.5 Also prohibited are all names or brands used by Swiss Post and other postal system-related additional information such as "A", "A Mail", "Helvetia" or "Express" as well as free-standing digits and similar that may suggest that the digital stamps are related to the postal service.

2.6 The design requirements for digital stamps, their size, the data formats of added images and permissible face values are stipulated by Swiss Post and may be changed at any time. Swiss Post also reserves the right to limit the maximum amount of digital stamps per order or the maximum value of an order.

2.7 Insofar as Swiss Post provides third-party images or image databases (hereinafter "third-party images") for use by the Customer, it shall not be liable for the infringement of related property rights or the offering of the third-party images. Third-party images in the public domain may be used freely and free of charge. This excludes any use for unauthorized purposes. Furthermore, the Customer must clarify in individual cases whether any model contract or property rights exist in relation to logos, brands or objects.

3 Ordering and printing digital stamps

3.1 When ordering digital stamps, the Customer confirms that they are of legal age or that their legal representative approves the order. Orders cannot be cancelled retroactively.

3.2 The Customer shall transfer Swiss Post the order data via the Internet along with all image data and addresses that they wish to use to generate digital stamps. The data transferred by the Customer can be changed in the interests of optimum quality and display, in particular the scaling of images. Corresponding colour or format-related deviations from the original data or display on the screen are technology based and do not entitle the Customer to lodge complaints for faults or demand a change to its service obligations as per section 5.4.

3.3 Swiss Post may refuse to supply digital stamps or retroactively withdraw such supply insofar as such supply breaches these GTC or settlement as per section 5.4 is not ensured.

3.4 Digital stamps generated following a Customer order are displayed to the Customer on screen for download. In the event of any delays, the Customer shall be provided with the digital stamps in the usual form.

3.5 The Customer is responsible for printing the digital stamps taking into consideration the recommended print settings. The digital stamps and recipient address in particular must be immediately and clearly recognizable and allow automatic optical processing of the franked consignment.

3.6 Digital stamps contain, among other things, coded information about the account holder. This coding is included irrespective of whether the Customer has chosen to be included in the postal prepayment impression or not.

3.7 For security reasons, there is a time limit for downloading generated digital stamps and their validity period is limited. All stamps in a same order are subject to the same limit. This limit is displayed on-screen to the Customer when their digital stamps are supplied and new limits can be set by Swiss Post for any further orders.

3.8 Within the time limit, the Customer has an unlimited amount of attempts to successfully download their digital stamps.

3.9 The information and data for order processing, including motifs for the digital stamps and any data corrected by "WebStamp", are saved until expiry of the franking validity period (see section 3.7) of the digital stamp(s) for a particular order. After this time, all recorded data, except for commercially relevant details relating to the business, shall be deleted.

3.10 It is possible to create an order using a web service or software outside of Swiss Post's online services. In such cases, Swiss Post assumes no responsibility for the accuracy of the prices and products shown on the external system or for the proper transfer of order data to "WebStamp". The Customer is responsible for checking such order data and must correct any missing or incorrect information. Any complaints relating to erroneous orders must be directed to those responsible for the relevant external system.

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4   Complaints regarding digital stamps

4.1   The Customer must immediately check the digital stamps on receipt for any faults. Complaints must be reported in writing to Swiss Post within five days of download or unsuccessful download and, where possible, with the faulty digital stamps attached. Failing this, identifiable faults will be deemed to have been accepted.

4.2   In the event of justified complaints due to faulty or incomplete delivery, the Customer will have the sole right to subsequent delivery of flawless digital stamps. Swiss Post may ask the Customer to send it the digital data again free of charge for the purposes of subsequent improvement. Other or additional warranty demands (conversion, deterioration and compensation) are expressly ruled out. Claims for compensation for late delivery are also ruled out. Swiss Post may decide to refund the customer the value of the order instead of making a subsequent delivery.

4.3   Digital stamps subject to wrongful complaints shall be returned to the Customer at their own expense.

4.4   Faulty prints of the digital stamps by the Customer and any losses sustained thereby will be borne by the Customer and do not entitle the Customer to a subsequent delivery.

5   Use and validity of digital stamps

5.1   Only a single digital stamp may be affixed to consignments. Supplements to the franking, in particular after price changes and within the transition period specified by Swiss Post, are only possible at the post office counter.

5.2. Digital stamps generated using "WebStamp" are primarily intended for own use. If digital stamps are passed on to third parties, the Customer will remain responsible for the stamps ordered. They may not be resold at a rate in excess of the face value.

5.3   For consignments sent abroad, the Customer must also comply with the requirements of the relevant country.

5.4   Digital stamps that are not downloaded and used for franking within the limited time frame (consignments franked in this way must be posted by the last day of the digital stamps' validity period) shall expire without compensation. The Customer is responsible for verifying the digital stamps' expiry date based on the details published on Swiss Post's overview page.

5.5   For security reasons and purposes of providing proof, the Customer shall retain a private backup copy of all data they have created for a particular order. This must then be deleted to ensure it cannot be recreated at the time the last digital stamp has been produced in paper form (e.g. as a print on paper or a letter).

6   Misuse of digital stamps

6.1   It is not permitted to electronically or physically copy downloaded digital stamps or individual parts thereof, such as plain text, barcodes or logos (on paper or other data carriers) or to duplicate them or use them in any other way that is in breach of the regulations for use.

6.2   The production and/or use of digital stamps or parts thereof which do not correspond to the above requirements is prohibited and therefore a consignment sent accordingly is not franked correctly.

6.3   The ordering and/or use of invalid digital stamps may also constitute a crime. In such cases, Swiss Post reserves the right to press charges and/or block the offending Customer's access to the platform. Claims for compensation for damages also remain reserved.

6.4   If Swiss Post learns of improper use of digital stamps at the time the Customer places the order, the stamps will not be generated. If Swiss Post learns of improper use of electronic stamps before they are downloaded, the stamps will be deleted. In both cases, the Customer will be liable to pay the fees as per the order.

6.5   If Swiss Post identifies improper franking at handover to Swiss Post or during processing by Swiss Post, the relevant consignment will not be shipped.

7   Settlement

7.1   The Customer shall settle the balance in the post.ch Customer Center. Swiss Post may make other forms of settlement available.

7.2   Unless otherwise specified, Swiss Post invoices are payable within thirty days from the invoice date. Any reminders due to outstanding payments, along with further payment collection costs, will 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. In the event of non-payment of invoice amounts after receipt of a reminder, Swiss Post reserves the right to hand over the matter to a debt collection company. In justified cases, Swiss Post shall have the right to demand cash payments from senders or to shorten the payment term.

8   Changes to and discontinuation of WebStamp

8.1   Swiss Post may change or discontinue WebStamp at any time.

8.2   Digital stamps already created shall remain usable or be refunded by Swiss Post during their validity period even if the services offered are discontinued or limited.

9   Form of publication

The current GTC (WebStamp), 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 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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