

General Terms and Conditions for Advertising Campaigns in Post CH Network Ltd Branches and on postshop.ch

1. Scope

These General Terms and Conditions (GTC) are applicable to the contractual relationship between Post CH Network Ltd and its business customers and govern the planning, preparation and implementation of advertising campaigns in self-operated Post CH Network Ltd branches and on postshop.ch. The GTC shall be enclosed with the offer issued by Post CH Network Ltd and shall become a component of the agreement, unless the parties agree otherwise in writing. All offers from Post CH Network Ltd are non-binding. The contractual relationship between the parties shall be formed upon confirmation of the order from Post CH Network Ltd and shall duly end as soon as the print run, broadcast and/or distribution period lapses.

2. Unauthorized advertising

Advertising is deemed unauthorized if it

- is contrary to the interests of Post CH Network Ltd (the latter shall decide freely and in consideration of the principle of equal treatment whether or not to authorize relevant advertising campaigns by business customers);
- advertises spirits, tobacco products and medicines on Swissmedic's A and B lists or, in the case of medicines on Swissmedic's C and D lists, does not comply with legal restrictions;
- contains content that infringes privacy, is immoral, glorifies violence or includes themes of a religious or pornographic nature;
- is misleading, dishonest or inaccurate;
- defies legal regulations in any other way;
- involves hard selling and unpleasant noise and odour emissions (promotions).

The business customer is responsible for the content of the advertising and undertakes to observe the basic principles listed here. Post CH Network Ltd is not obliged to review the advertising with respect to whether or not it is permissible. Should a breach of the basic principles listed here occur, the business customer shall indemnify Post CH Network Ltd against any third-party claims. Advertising for services and offers from sectors involved in the network-opening process (banks, insurance companies and health insurers, healthcare as well as public authorities and telecommunication) is subject to special licensing requirements.

3. Planning and preparation of the advertising campaign

3.1 Analogue advertising spaces created by Post CH Network Ltd

3.1.1 Advertising materials

Business customers may use a variety of advertising materials in-branch that are created by Post CH Network Ltd in accordance with the business customer's specifications; this includes flyers, brochures, catalogues, posters, cardboard stands and stickers, for example.

3.1.2 Submission of advertising materials

The business customer shall provide Post CH Network Ltd with the open data needed to create the advertising materials as arranged in good time. Lead times vary depending on the nature of the advertising materials. Post CH Network Ltd shall provide the exact delivery time when the order is placed.

3.1.3 Delivery of advertising materials

Post CH Network Ltd shall assume responsibility for printing and distributing the advertising materials to the branches participating in the advertising campaign.

3.2 Analogue advertising spaces created by the business customer

3.2.1 Advertising materials

The business customer may provide Post CH Network Ltd with pre-made advertising materials to use in-branch in accordance with the business customer's specifications.

3.2.2 Delivery of advertising materials

If no other agreement to the contrary is made, the business customer shall deliver the advertising materials in the agreed volume to the delivery address indicated by Post CH Network Ltd. The business customer is responsible for ensuring the advertising materials arrive at the indicated address in good time before the campaign is due to commence. Post CH Network Ltd shall provide the exact delivery time when the order is placed.

3.3 Digital advertising spaces in-branch

3.3.1 Advertising materials

The business customer may display advertisements on the digital screens in the branches.

3.3.2 Submission of advertising materials when produced by the business customer

The business customer shall provide Post CH Network Ltd with the advertising materials as arranged in good time. Post CH Network Ltd shall provide the exact delivery time when the order is placed.

3.3.3 Submission of advertising materials when produced by Post CH Network Ltd

The business customer shall provide Post CH Network Ltd with the open data needed to create the advertising materials as arranged in a timely manner. Post CH Network Ltd shall provide the exact delivery time when the order is placed.

3.4 Online advertising spaces on postshop.ch

3.4.1 Advertising materials

The business customer may use teasers and/or newsletters as advertising materials.

3.4.2 Submission of advertising materials when produced by the business customer

The business customer shall provide Post CH Network Ltd with the advertising materials as arranged in good time. Post CH Network Ltd shall provide the exact delivery time when the order is placed.

3.4.3 Submission of advertising materials when produced by Post CH Network Ltd

The business customer shall provide Post CH Network Ltd with the open data needed to create the advertising materials as arranged in good time. Post CH Network Ltd shall provide the exact delivery time when the order is placed.

4. Implementing the advertising campaign

4.1 Placement of the advertising materials

Post CH Network Ltd shall assume responsibility for the placement of the advertising materials. In doing so, it shall consider the respective safety, operational and structural conditions in each branch.

4.2 Changes

Post CH Network Ltd reserves the right to postpone commencement of the advertising campaign for technical or logistical reasons by a maximum of one week.

4.3 Disposal of the advertising materials

Once the advertising campaign has concluded, Post CH Network Ltd shall dispose of the residual advertising materials at its own expense. However, if the business customer so requests prior to the commencement of the campaign, the residual advertising materials shall be returned to the business customer at its own expense.

5. Rejection

5.1 Rejection of advertising materials

Post CH Network Ltd may reject advertising materials particularly if they have been produced improperly or if they are not suitable for the chosen advertising method (e.g. perishable product samples) or if they breach the basic principles set out in Section 2. Payment shall remain owed in full.

6. Commencement and duration of the advertising campaign

Post CH Network Ltd shall determine the commencement date and duration of the advertising campaign in consultation with the business customer

7. Exclusivity

Post CH Network Ltd shall not guarantee the business customer any rights to exclusivity. In particular, Post CH Network Ltd reserves the right to implement advertising campaigns for any other business customer in-branch at any time or to advertise its own products.

8. Remuneration

8.1 Prices

The pricing for advertising campaigns is governed by Post CH Network Ltd's latest price list.

8.2 Invoicing

Post CH Network Ltd shall typically issue the business customer with an invoice once the campaign has ended. However, Post CH Network Ltd reserves the right to request payment upon either order confirmation or commencement of the campaign. The invoices are payable strictly net within 30 days. The business customer is not permitted to offset Post CH Network Ltd claims with counter-claims.

9. Legal succession and transfer

In the event of a takeover, merger, conversion, etc., the business customer undertakes to transfer the duty of contract fulfilment to its legal successor; the business customer itself may be held liable at any time until its liability is revoked by Post CH Network Ltd in writing. The transfer of the contract to a third party in part or in full is not permitted.

10. Liability of Post CH Network Ltd

Post CH Network Ltd is responsible for ensuring the advertising campaign is implemented in such a way that is compliant with the order. Post CH Network Ltd shall not be liable for cases of negligence. The business customer must provide evidence for any claims. The amount of compensation shall be limited to the agreed level of remuneration.

Post CH Network Ltd shall not be liable:

- for damage to advertising materials caused by third parties;
- for loss of profit or consequential damages;
- if the impact of the campaign is limited by construction work taking place in the branches in which the campaign is to be deployed.

11. Liability of the business customer

The business customer shall be liable for all claims that arise against Post CH Network Ltd, its employees or third parties as a result of contractual breaches on the part of the business customer or due to the advertising materials, unless the business customer is able to provide evidence to demonstrate that it is not at fault. In the event that the advertising materials or open data are delivered late or in a damaged state or not delivered at all, payment shall remain owed in full. If, after the advertising campaign commences, Post CH Network Ltd determines that the advertising is in breach of Section 2 of these GTC, it shall have the right to cancel the advertising campaign immediately. Payment shall remain owed in full. The business customer shall indemnify Post CH Network Ltd against any third-party claims. The customer bears sole responsibility for the content and design of advertising materials. They agree to comply with the relevant statutory provisions and industry regulations and bear responsibility for this vis-à-vis Post CH Network Ltd. The customer undertakes to hold Post CH Network

Ltd and governing bodies or employees of Post CH Network Ltd fully harmless for all claims for compensation, claims by third parties, and any fines and procedural costs that arise in connection with the commissioned advertising campaign. The same applies for costs, penalties and expenses, including the costs of defending against claims and other costs for legal representation, experts' fees or court costs, including protection of rights in criminal proceedings, that arise as a result of such claims by third parties or procedures of the authorities.

12. Customer complaints

Complaints from business customers must be reported to Post CH Network Ltd during the campaign so that Post CH Network Ltd can respond in good time.

13. Reservations

Reservations are possible in principle. However, they only become binding once Post CH Network Ltd confirms the order.

14. Cancelling the advertising campaign

The business customer is authorized to cancel the advertising campaign without incurring costs if no expenses have yet been incurred for Post CH Network Ltd. The deadlines communicated when the order is placed apply. If a cancellation is made after the deadline, Post CH Network Ltd is entitled to invoice the business customer for any costs that have been incurred. In the event that a cancellation is made after this period, Post CH Network Ltd shall charge the following rates of compensation:

- three to four weeks before the campaign commences: 50 per cent of the amount invoiced.
- from two weeks before the campaign commences: 100 percent of the amount invoiced.

Cancellation must be made in writing in any case.

15. Place of jurisdiction and applicable law

The contracts are governed exclusively by Swiss law. The place of jurisdiction is Bern.

16. Severability clause

Should individual provisions of these GTC be invalid, incomplete or unlawful, or be declared invalid, this shall not 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.

17. Data protection

The privacy policies available at www.swisspost.ch/data-privacy-statement provide information about data processing by Post CH Network Ltd.

18. Amendments to the GTC

Post CH Network Ltd reserves the right to amend the GTC and range of services at any time. The relevant latest versions shall be published promptly on the Post CH Network Ltd website (www.swisspost.ch/gtc) before coming into force.

Post CH Network Ltd, November 2025