

GENERAL TERMS AND CONDITIONS REGARDING WIFI IN BRANCHES

1. Object and scope

These General Terms and Conditions (GTC) of Post CH Ltd (Wankdorfallee 4, 3030 Berne, Switzerland; hereinafter: Swiss Post) govern use by the customer of the WiFi service.

2. Service

In selected branches, Swiss Post provides customers with a WiFi-capable end device and access to the Internet within the scope of technical, operational and economic feasibility. Swiss Post cannot guarantee any level of data transmission quality or failure-free operation through provision of this service. The customer has no claim to the provision of the WiFi service in any specific branch. Swiss Post is entitled to suspend certain services/websites at any time.

3. Costs

The WiFi service is provided free of charge.

4. Customer duties and obligations

Use of the Internet services is the customer's responsibility. The customer is solely responsible for the security of their end device (the device by which they use the WiFi network). The customer is obliged to use these services of Swiss Post in a proper and lawful manner. The customer is also under an obligation to ensure that the network infrastructure does not become overloaded through excessive use. The customer is explicitly forbidden from misusing this Internet access, or allowing it to be misused, or using said services to commit unlawful or criminal acts. Should content or links/hyperlinks to third-party content violate statutory provisions or official directives – particularly with respect to content or designs that are pornographic, racist or glorify violence – Swiss Post is entitled to exclude the customer with immediate effect from use of the services in question. The same applies in the event of intellectual property (particularly trademarks and copyright) violations and actions contrary to competition law. As such, the customer is forbidden from using the services to the detriment of other Internet users, as well as from misusing peer-to-peer (or similar) networks or platforms for the purposes of offering, downloading, transmitting etc. content protected by copyright (e.g. music, videos, films, e-books, etc.). Should the customer place publications online, the customer shall be solely responsible for their content. The customer is forbidden from sending unsolicited mass advertising via the WiFi service. Should the customer violate this obligation, Swiss Post is entitled to suspend Internet access or undertake any immediate technical measures that are necessary for ensuring fault-free network operation. The customer assumes responsibility for ensuring the end device they use and the software found thereupon is free of viruses and other harmful programmes; the customer must compensate Swiss Post in full for any direct or indirect damage caused by violations of the above. The customer hereby releases Swiss Post from any third-party claims regarding content deficiencies in the service. In the event of the above-mentioned cases of violations with regard to statutory provisions or official directives, the customer shall release Swiss Post from all claims asserted by third parties on the basis of these violations. Swiss Post is entitled to unrestricted recourse against the customer in such cases. The customer is forbidden from making defamatory statements or sending junk/mass mailings (spam). The customer is under an obligation to observe statutory principles and judicial decisions. Swiss Post is entitled to charge the customer for all costs arising from incorrect fault reports or improper use of the installed facilities/object of the agreement.

5. Registration

The customer must register in order to use the WiFi service. The system requires the customer to enter contact information (first name, last name, mobile number). Swiss Post reserves the right to require re-registration by some or all customers at any time.

6. Availability and service interruptions

Swiss Post endeavours to ensure maximum uninterrupted WiFi availability. However, it does not guarantee an uninterrupted service, service at a certain time or the completeness, authenticity and integrity of the stored data or the data sent via its system or the Internet.

Swiss Post will keep short all interruptions necessary to rectify disruptions, implement maintenance windows or introduce new technologies, etc. and will carry them out during quiet times whenever possible.

7. Liability

Swiss Post does not accept liability – to the extent permitted by law – for direct, indirect or consequential damage such as loss of profit, loss of data or damage as a result of downloads.

Swiss Post does not accept any liability for damage or loss caused by auxiliary personnel and third parties engaged by it (e.g. sub-contractors, suppliers, etc.) as a result of incidental or ordinary negligence.

To the extent permitted by law, Swiss Post does not accept liability for damage or loss as a result of improper use of its services (in breach of contract or law).

Claims in respect of product liability and personal injury remain reserved.

Swiss Post does not accept liability to the extent that is permissible by law for losses arising from force majeure or disruptions occurring particularly due to lack of Internet connectivity, unlawful interventions in telecommunication devices and networks, overloading of the network, wilful blockage of electronic channels by third parties or interruptions.

Swiss Post only provides single access to the Internet via WiFi. Swiss Post does not assume any liability for the continual functionality of the Internet access, nor that the services for Internet access or other Internet services shall function without disruption or faults, nor for damage to hardware or software on the customer's end device, nor for other material or further damages attributable to use of the hotspot. To the extent permitted by law, Swiss Post is not liable for the authenticity and integrity of the data that is stored or transmitted by means of their system or the Internet. Liability is also excluded for the accidental disclosure, damage, loss or deletion of data transmitted, received or stored insofar as this is permitted by law. Swiss Post accepts no liability for loss or damage caused by third parties as a result of misuse of the connection (including viruses).

8. Data protection

The customer transmits the following information upon registration:

- Mobile phone number
- MAC address of their end device
- Language

Swiss Post is entitled to store this data on servers and involve third parties. The data is used to provide the WiFi services and in technical analysis (CRM systems) for the acquisition of anonymized information, as well as for the purposes of comparing the service against third-party information, generating user statistics, and passing these statistics on to third parties. Swiss Post is entitled to involve third parties. Swiss Post reserves the right to use the information provided (excluding the MAC address of the end device) for the purposes of sending advertising information on proprietary products, offers and activities, as well as establishing contact with the customer within the context of surveys. The customer consents to this use upon first logging into the system. The customer can revoke their declaration of consent in writing via a letter or e-mail sent to Swiss Post, Wankdorfallee 4, 3030 Berne, Switzerland, or wifipost@swisspost.ch by deleting their registration.

The customer acknowledges that Swiss Post is registered with the Federal Office of Communications as a telecommunication services provider and as such must comply with the statutory requirements of the Federal Act of 6 October 2000 on the Surveillance of Postal and Telecommunications Traffic, including its accompanying ordinance. Should the statutory requirements be met, Swiss Post may monitor usage of the Internet and data transmitted between the customer and the Internet, or commission monitoring from a third party. Swiss Post may also be under a further obligation to disclose contact data provided to the competent authority.

9. Security

Data traffic generated between the customer's end device and the hotspot after logging in is transmitted in an unencrypted form. Data from the connection established between the end device and the hotspot may therefore be viewed by third parties. Data transmission within the WiFi network provided can only be secured through use of special security software by the customer – typically through a VPN – operated by the customer. Swiss Post provides no guarantee that use of the hotspot is secured against third-party access to customer data that is stored on the customer's end device or transmitted within the context of their Internet use. The responsibility of ensuring security lies with the customer. Any customer claims for damages arising from the use of an unsecured connection are excluded insofar as the event causing damage has not been precipitated through intentional acts or negligent conduct on the part of Swiss Post. Use of the publicly available Internet is performed at the customer's own risk. The customer is solely responsible for any damage to their hardware/software, data loss, or any other form of loss, which is attributable to use of the service insofar as the event causing the damage has been caused by intentional acts or grossly negligent conduct on the part of Swiss Post.

10. Involvement of third parties

The Customer agrees that Swiss Post may bring in third parties to provide the services and that any customer data necessary for the cooperation can be passed on. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner.

11. Changes to the GTC

Swiss Post reserves the right to amend the GTC and range of services, or to cease services, at any time. The customer shall be provided with any amended GTC via e-mail or another appropriate manner, and they shall be published at www.swisspost.ch/gtc.

12. Severability clause

If individual provisions of these GTC prove to be invalid or unlawful, the validity of these GTC shall not be affected. The relevant provision shall be replaced by an effective provision that most closely approximates the economic intentions of the original provision. The German version of the GTC shall be authoritative in the event of uncertainties or translation errors.

13. Applicable law and place of jurisdiction

The contract is governed by Swiss law. To the extent permitted by law, the United Nations Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) does not apply, nor, to the same extent, do the conflict of laws provisions of the Federal Act on International Private Law (IPRG, SR 291).

The place of jurisdiction is Berne. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Code of Civil Procedure for consumers). Unless otherwise agreed, Berne shall also be the place of performance and the place of debt collection for customers who are not resident in Switzerland.

14. Legal form of publication

The sole legally binding versions of the GTC which also form an integral part of the contract are those which are published electronically and made available 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, 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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