

General Terms and Conditions

Advertising in welcome post

- 1. Scope**

These Advertising in welcome post General Terms and Conditions (hereinafter GTC) govern the business relationship between the Customer and Post CH Ltd (Wankdorffallee 4, 3030 Berne, Switzerland; hereinafter Swiss Post) in connection with the use of advertising options in welcome post. References to persons apply to both women and men as well as to more than one person.
- 2. Service description**

Welcome post is a carrier of advertising messages. It is delivered to private individuals by Swiss Post shortly after they have moved to a new residence. Details about the service can be found in the factsheet at www.swisspost.ch/en/business-solutions/direct-marketing.
- 3. Permitted advertising**
 - 3.1 Not permitted is the placement of advertising:
 - which is contrary to the interests of Swiss Post;
 - for spirits or tobacco goods;
 - which presents medicinal products in a way that is contrary to the Therapeutic Products Act;
 - which mentions third-party firms without their consent, or uses their logo;
 - which contains religious, pornographic, or political themes;
 - which is untrue, misleading, or dishonest;
 - which is contrary to legal regulations in other ways.
 - 3.2 The Customer confirms that he or she possess all necessary intellectual property rights or corresponding licences for the use and dissemination of the advertising themes and texts, and that the advertising is not contrary to the directives of section 3.1.
 - 3.3 Should the Customer violate the conditions established in sections 3.1 and 3.2, Swiss Post may cancel the contract immediately and without compensation. Payment remains owed in full. The right to claim further damages is reserved. In addition, the Customer undertakes to indemnify Swiss Post against all third-party claims of any kind.
 - 3.4 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 Swiss Post. The customer undertakes to hold Swiss Post and governing bodies or employees of Swiss Post 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.
- 4. Planning and preparation of the advertising campaign**
 - 4.1 The Customer must provide the intended print data to Swiss Post for inspection punctually before the definitive delivery, in accordance with section 4.2 or 4.3. In particular, Swiss Post shall have the right to reject formulations or representations that are contrary to its interests.
 - 4.2 If the deadlines in accordance with the "welcome post" data sheet are not followed, Swiss Post may use the previously sent print data without consultation with the Customer.
 - 4.3 For printing requirements, the specifications listed on the "welcome post" data sheet apply to the print templates.
 - 4.4 Swiss Post is not obliged to inspect whether the print templates are suitable for printing, nor to inspect whether the advertising material follows the provisions set out in sections 3.1 and 3.2.
- 5. Services provided by Swiss Post**
 - 5.1 Execution of the advertising campaign
Swiss Post will print the advertising materials based on the submitted print data. It will pack and send the welcome post with the Customer's advertising.
 - 5.2 The welcome post will be sent free of charge to Swiss Post customers who have requested Change of address with forwarding at the counter and who have not explicitly opted out of receiving the welcome post, as well as to Swiss Post customers who have requested Change of address with forwarding online.
- 6. Duration, suspension and cancellation**
 - 6.1 The contractual relationship shall end ordinarily as soon as the specified subscription period has ended.
 - 6.2 Swiss Post reserves the right to temporarily or permanently suspend the issuing of welcome post for operational or economic reasons, particularly if too little advertising has been acquired. The subscription length will be extended by an equivalent period.
 - 6.3 If the condition listed in section 6.2 continues for longer than 12 months, Swiss Post may terminate the contractual relationship. Remuneration that has already been paid will be refunded on a pro rata basis.
 - 6.4 Should the Customer cancel the order before the ordinary end of the contract, the full remuneration as specified in the contract will be owed. The right to claim further damages is reserved.
- 7. Remuneration**

The Customer must pay Swiss Post the remuneration specified in the contract on time. Any reminders relating to outstanding payments, along with further payment collection costs, shall be charged to the Customer at CHF 20 per reminder. If the Customer is in arrears with the payment, default interest of 5 percent per annum will be charged. Swiss Post reserves the right to assign unpaid invoice amounts to a debt collection company after sending a reminder without reply.



- 8. Availability and service interruptions**
Swiss Post is committed to the highest possible and uninterrupted availability of logins, online services and apps. However, it does not guarantee uninterrupted service, service at a specific time or the completeness, authenticity and integrity of the saved data or data transmitted via its system or the Internet. Swiss Post will keep short all interruptions necessary to rectify bugs, implement maintenance windows or introduce new technologies, etc. and will carry them out during quiet times whenever possible.
- 9. Swiss Post liability**
- 9.1 As permitted by law, Swiss Post does not accept any liability for damage or loss as the result of incidental or ordinary negligence.
- 9.2 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.
- 9.3 Swiss Post does not accept any liability for damage or loss caused by auxiliary personnel and third parties it engages (e.g. sub-contractors, suppliers, etc.) which result from incidental or ordinary negligence.
- 9.4 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).
- 9.5 Claims in respect of product liability and personal injury remain reserved.
- 9.6 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.
- 10. Data protection**
- 10.1 The general data protection provisions of the GTC Postal Services for Business Customers apply (available at www.swisspost.ch/gtc).
- 10.2 The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post.
- 11. Involvement of third parties (processors)**
Swiss Post may involve third parties to render services and supply the necessary data to the third parties involved. The processor is subject to the same obligations as regards guaranteeing data protection as Swiss Post itself and may not – unless the law states otherwise – process the data for its own purposes and only on behalf and on the instructions of Swiss Post. Swiss Post undertakes to select, instruct and monitor such service providers in a prudent manner. The data processors may also be domiciled abroad. Swiss Post guarantees that the data processors will apply appropriate data protection in the destination country.
- 12. Confidentiality**
- 12.1 The parties undertake to treat all facts and information that are neither evident nor publicly accessible as strictly confidential. The duty to maintain confidentiality will also be adhered to prior to concluding this Contract, and will continue to apply after termination of the contractual relationship. No violation of the duty to maintain confidentiality shall be deemed to have occurred if confidential information is transmitted within Swiss Post Group.
- 12.2 The Customer shall be prohibited from undertaking marketing activities with reference to welcome post without the prior written approval of Swiss Post.
- 13. Additional uses for the advertising**
Swiss Post may use the advertising placed by the Customer in catalogues and leaflets, online and in other means of communication for the purposes of advertising the welcome post product.
- 14. Written form**
Additions, amendments or the cancellation of this cooperation agreement are valid only when in written form. This particularly applies to the written form clause.
- 15. 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 provision in question with an admissible effective provision which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.
- 16. 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.
- 17. Applicable law and place of jurisdiction**
- 17.1 The contract is governed by Swiss law.
- 17.2 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 Swiss Civil Procedure Code for consumers).
- 18. Legal form of publication**
The legally binding GTC which constitute an integral part of the contract are published electronically and 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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