

CONDITIONS OF USE LIVE SUPPORT

1. Scope

- 1.1 These Live Support Conditions of Use (hereinafter referred to as the "Conditions of Use") govern the business relationships between the customer and Post CH Ltd (Wankdorfallee 4, 3030 Berne, Switzerland; hereinafter referred to as "Swiss Post") in connection with Swiss Post employees supporting the customer via live support (hereinafter referred to as "Live Support" or the "Service").
- 1.2 References to persons apply to both women and men as well as to more than one person.

2. Service description

- 2.1 Live Support serves to increase customer satisfaction when a Swiss Post Contact Center employee helps the customer to use individual online services on Swiss Post's website.
- 2.2 The employee provides the customer with Live Support by telephone.
- 2.3 The PIN for activating Live Support is generated in the system by the Swiss Post Contact Center employee and given to the customer by telephone. Co-browsing is started when the PIN has been entered in the relevant window. The PIN is valid for two minutes. If co-browsing is ended by the customer or Swiss Post Contact Center employee, or if the PIN expires, a new PIN must be requested to resume co-browsing.

3. Scope of use and cooperation obligations of the customer

- 3.1 Live Support is generally available to the customer Monday to Friday from 7.30 a.m. to 6 p.m. and on Saturday from 8 a.m. to 12 p.m. Outside of these times, customers can use the contact form on the Swiss Post website instead of Live Support.
- 3.2 Netiquette applies to the use of Live Support.
- 3.3 The customer is solely responsible for all information they provide to Swiss Post, for example, when completing a form or receiving help via Live Support. In particular, they are obliged to refrain from disclosing any sensitive data.

4. Ownership and intellectual property rights

- 4.1 The customer acknowledges that all content available as part of the Service, in particular any provided by third parties, is the intellectual property of the relevant rights holder.
- 4.2 No rights (usage rights, intellectual property rights, etc.) are acquired by the customer by using the Service and/or by accessing, downloading or copying content.

5. Availability and interruptions

- 5.1 Swiss Post endeavours to ensure maximum and uninterrupted availability of the Service and its functions. 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.
- 5.2 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.

6. Support and contact

- 6.1 Support for Live Support is provided by the Swiss Post Contact Center, which is also the contact for all queries. The Swiss Post Contact Center is available from Monday to Friday between 7.30 a.m. and 6 p.m. and on Saturday between 8 a.m. and 12 p.m. on 0848 888 888. Outside of these times, customers can use the contact form on the Swiss Post website.

7. Liability

- 7.1 To the extent permitted by law, Swiss Post and any third parties it engages do not accept any liability. This specifically excludes any liability for direct and indirect damage, consequential damage and loss of profit.
- 7.2 Swiss Post does not make any guarantees regarding the correctness, accuracy, topicality, reliability and completeness of the content and/or the Service. Furthermore, Swiss Post does not accept any liability for damage of either a material or a non-material nature that may arise from accessing or using the Service.
- 7.3 Swiss Post also does not accept liability for damage as a result of improper use of its services (in breach of contract or law) or for damage arising from force majeure or technical disruptions occurring particularly due to a 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.

8. Data protection

- 8.1 When collecting and processing personal data, Swiss Post complies with the current legislation, especially data protection law and the Postal Services Act. It safeguards customer data with suitable technical and organizational measures and treats it confidentially.
- 8.2 Swiss Post collects, processes and stores personal data only to the extent necessary to provide these services, for the security of operations and infrastructure, for invoicing and to manage and maintain customer relationships so as to ensure a high quality of service.
- 8.3 The data privacy statement on the website www.swisspost.ch/data-privacy-statement provides further information about data processing by Swiss Post and in particular about the data subject's rights to access in the context of data processing.

9. Involvement of third parties (processors)

- 9.1 Swiss Post may involve third parties to render services and supply the necessary data to the third parties involved. The data processor is subject to the same obligations as regards guaranteeing data protection as Swiss Post itself and may – subject to differing legal regulations – not 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 data processors in a prudent manner.
- 9.2 The data processors may also be domiciled abroad. Swiss Post guarantees that the data processors will apply appropriate data protection in the destination country.

10. Changes to the Conditions of Use or the Service offered

10.1 Swiss Post can amend the Conditions of Use at any time and can modify or stop the Service. Any changes shall be announced in advance in an appropriate manner.

11. Severability clause

11.1 Should individual provisions of these Conditions of Use be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts thereof. 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.

12. Applicable law and place of jurisdiction

12.1 These Conditions of Use are subject to Swiss law. To the extent permitted by law, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) is waived, as are the conflict of law provisions of the Federal Act on International Private Law (IPLA, SR 291).

12.2 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). 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.

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