SUBSCRIBER CONDITIONS
DATATRANSFER WITH LIABILITY WAIVER DECLARATION

1 Area of validity
The present Subscriber Conditions govern the contractual relationship between customers (hereinafter referred to as "Customer" and Post CH Ltd (hereinafter referred to as "Swiss Post") in the delivery of data via DataTransfer.
The services offered by Swiss Post via DataTransfer are described in the DataTransfer manual.

2 Applying to register
2.1 Registration
Customers can register for DataTransfer through their Swiss Post customer advisor or via DataTransfer Support. Customers guarantee that the data they provide when registering are accurate and complete.
After registering, Customers will receive an e-mail from the DataTransfer Support team containing confirmation of their registration and a copy of the Subscriber Conditions. Unless we hear from you to the contrary within ten days, the present DataTransfer Subscriber Conditions will be deemed to have been accepted. If the Customer uses the service within these ten days, the Subscriber Conditions shall be deemed to have been accepted as soon as the service is used.

2.2 Parcel Post easy proof of processing
If the Customer only uses the sub-service "Parcel Post easy proof of processing", item 3 is not applicable as the Customer does not upload any data to Swiss Post.

3 Incoming data delivery
3.1 Testing
Customers can only participate in DataTransfer after successfully completing an integration test. The Customer receives the necessary access data from the DataTransfer Support team in writing. The test is performed in order to verify the processing procedure and is a mandatory requirement. The Customer is notified of the test result by e-mail.

3.2 Commencement date
Subscription to the service commences with Swiss Post's approval to upload data after successful completion of the test operation. Approval is given in the form of an e-mail from the DataTransfer support team sent to the Customer's contact persons as specified at the time of registration.

3.3 Identification
Swiss Post identifies the sender of the data by the identification elements which it has assigned to the Customer.

3.4 Transmission of parcel data by the Customer
The Customer undertakes to transfer the parcel data to Swiss Post on the date of mailing at the latest 45 minutes before the arrival of the parcels at the relevant parcel centre. Customers are also responsible for the successful transmission of data via DataTransfer. Using the free electronic reports described in the DataTransfer manual, the Customer checks whether the parcel data reached Swiss Post in time.

3.5 Transmission of "Letters with barcode" (BMB) consignment data by the Customer
The Customer undertakes to print out the BMB consignment notes prepared by DataTransfer in duplicate and enclose them with the relevant consignments. The copy (duplicate) stamped by Swiss Post serves as the Customer's confirmation of dispatch.

3.6 Transmission of the "Letters dispatch list" consignment data by the Customer
The consignment data transmitted are a self-declaration by the Customer. The data provided must be correct, complete and truthful. The Customer undertakes to print out the consignment note (PDF file) created by DataTransfer and enclose it with the relevant consignment at the time of dispatch.

4 Billing
4.1 Parcels
Swiss Post bills the Customer on the basis of the data it has collected, while also taking account of the data supplied by the Customer. Only parcels physically handed over to Swiss Post are billed.

4.2 "Letters with barcode" (BMB)
"Letters with barcode" (BMB) must bear the usual postal prepayment impressions and be declared correctly. The basis for invoicing is the dispatch list / dispatch note or a "Letter mailing easy" service contract.

4.3 "Letters dispatch list"
Orders created online are not billed directly. Only when a consignment has been physically handed over to Swiss Post will the amount calculated (list price or agreed price in individual contracts) for that consignment be charged via the monthly Swiss Post invoice.

5 Costs
The use of DataTransfer is free of charge for the Customer. The notification service pursuant to item 8 is chargeable.

6 Customer's obligations
– The Customer is responsible for providing Internet access and the necessary hardware and software components with the relevant configurations, and bears the associated costs.
– The Customer is responsible for careful storage of the identification elements (user ID, password). Customers must store the user ID and password separately and protect them from misuse by third parties.
– If the Customer has reason to suspect that an unauthorized person knows his/her identification elements or has unauthorized access to DataTransfer, he/she must report this immediately to Swiss Post.
– The Customer must ensure that the consignment data submitted via DataTransfer match the consignments handed in for mailing and their recipient addresses.

7 Availability of DataTransfer
Swiss Post endeavours to maintain a fully available service without interruptions. However, Swiss Post 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 ensure that any interruptions to rectify malfunctions, to carry out maintenance work or to install new technologies are brief and will schedule them for low-traffic hours. The Customer will be notified of planned interruptions in advance.

8 Notification of the recipient
At the Customer's request, Swiss Post will notify the recipient of the processing status of a consignment by SMS or e-mail.
– Swiss Post can only inform the recipient by SMS or e-mail on time if the data have been delivered via DataTransfer in accordance with the specifications set out in the DataTransfer manual.
– Swiss Post will not assume any liability for undeliverable SMS or e-mail messages. The Customer will not be informed if the notification cannot be delivered.
– The data selected by the Customer for notification by SMS or e-mail are used as the basis for billing.
– This service is not offered on all services.

9 Liability

9.1 Swiss Post's liability
Swiss Post shall not be liable towards the Customer or third parties for non-performance or poor performance of the contractual obligations, unless the action was deliberate or grossly negligent. Liability for subsequent damage and loss of earnings is excluded.
Swiss Post will not be liable for unintentional disclosure, damage or deletion of data transmitted and received via its system or stored on the system.

9.2 Encrypted data delivery
Swiss Post recommends an encrypted form of data delivery in compliance with its specifications. Swiss Post will not accept any liability if other delivery channels are used or if the security parameters are not adhered to.

9.3 Customer's liability
The Customer shall be liable towards Swiss Post for damage due in any way to the non-performance or poor performance of his/her contractual obligations, if he/she fails to prove that these are not his/her fault. The Customer undertakes to hold Swiss Post blameless in respect of all third-party claims arising from the unlawful or abusive use of DataTransfer.

10 Access block
Swiss Post is entitled to block the Customer's access to DataTransfer without advance notice and without any subsequent costs if the latter is late in paying invoices, violates the present Subscriber Conditions or if the system's security cannot be guaranteed.

11 Data protection
Swiss Post will only process personal data of the Customer for the purposes of performing its contractual services and operating Data-Transfer.
The Customer agrees to the address data supplied via DataTransfer being used for sorting and dispatch planning purposes as well as a component for invoicing in accordance with items 4 and 4.3. The mobile numbers and e-mail addresses given by the Customer will be used by Swiss Post for the notification service and possibly for other services in connection with the delivery of consignments (see item 8).

12 Enforcement, term and notice
The contract comes into force upon confirmation of registration, in accordance with section 2, and is concluded for an indefinite period. It may be terminated subject to a period of one month's notice to the end of a month.
The contract may be terminated with immediate effect if a compelling reason exists.

13 Amendments to the Subscriber Conditions
Swiss Post reserves the right to revise the present Subscriber Conditions at any time. Such revisions will be communicated to the Customer in appropriate form. Unless we hear from you to the contrary within ten days, the new version will apply.

14 Supplementary provisions
The latest General Terms and Conditions of Swiss Post relating to "Postal Services" also apply. Where the PickPost service is used, the PickPost Subscriber Conditions shall also apply.

15 Authoritative version
The DataTransfer Subscriber Conditions are available in German, French, Italian and English. In the event of contradictions, the German version is authoritative.

16 Form of publication
The current Subscriber Conditions (DataTransfer with Liability Waiver Declaration), which constitute an integral part of the contract, can be consulted at www.swisspost.ch/gtc. In particular cases, Swiss Post can provide Customers with a paper version of the Subscriber Conditions. The Customer acknowledges that paper versions are only copies of the current and legally binding Subscriber Conditions published on electronic media and that paper versions of the Subscriber Conditions are only legally binding if they conform fully to the electronic version.

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Liability waiver declaration

I/we expressly waive any claim to damages in the event of data being lost as a result of unencrypted transmission.

The undersigned Customer has decided not to use an encrypted form of data delivery despite having been recommended to do so by Post CH Ltd in accordance with section 9.2.

Postcode, town _____

Date _____

Company _____

First name, last name _____   First name, last name _____

Title _____   Title _____

Signature _____   Signature _____

Checklist for "DataTransfer Subscriber Conditions with Liability Waiver Declaration"

– Completed work is to be indicated by specifying the date.
– The list is an internal document and remains with the sales organisation.

☒ OK	OK date	Work for Customer
☐		The Subscriber Conditions with liability waiver declaration are kept in duplicate for the Customer (dispatch or handover)
☐		Receive signed duplicate of Subscriber Conditions from Customer
☐		Completely update customer file
☐		Post a copy of the signed Subscriber Conditions together with the delivery note (Postform 640.03) to the address provided
☐		Receive confirmation of registration
☐		Send signed Subscriber Conditions by e-mail to Support DataTransfer (datatransfer@swisspost.ch) and to Major User DataTransfer (benjamin.heimgartner@swisspost.ch)

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