

# Subscriber Conditions

## Subscription with Scanning

- 1 Area of validity**

These Subscription with Scanning Subscriber Conditions (hereinafter referred to as "Subscription Subscriber Conditions") govern the relationship between Post CH Ltd (hereinafter referred to as "Swiss Post") and its customers (hereinafter referred to as "the Customer") with regard to the use of the E-Post Office platform and the services based on it (hereinafter referred to as "E-Post Office"). The Subscription Subscriber Conditions supplement the E-Post Office Subscriber Conditions and the "Customer Center Login" GTC. In the event of inconsistencies, the Subscription Subscriber Conditions shall take precedence over the E-Post Office Subscriber Conditions and the "Customer Center Login" GTC.
- 2 Subscriber and usage requirements**

The use of subscription with scanning requires a completed registration with E-Post Office. The subscription with scanning service and the relevant contract are activated and concluded via the E-Post Office platform.

The Customer shall determine a delivery address for standard delivery.

Swiss Post reserves the right to request confirmation of identity from the Customer. The Customer must bear the costs of this confirmation. If the Customer does not submit the confirmation of identity in due time, Swiss Post can delete the account without prior notice.
- 3 Service description**
  - 3.1 General**

Subscription with scanning enables the electronic receipt of physical letters sent to a specific correspondence address. Swiss Post scans the envelopes and makes the letters available electronically. If required, the scanned envelope image is sent electronically to an e-mail address specified by the Customer. The Customer determines the next step, e.g. scanning of the content followed by optional electronic delivery, destruction or forwarding by post (subject to a fee) to an address specified by the Customer. A maximum of 20 letters may be forwarded per consignment.

In the case of bound items, e.g. books, newspapers and magazines, Swiss Post scans only the front page of each item. The content of bound items is not scanned.
  - 3.2 Excluded mail**

Certain consignments may not be received via subscription with scanning. These include but are not limited to: parcels, cash on delivery (N), personal delivery (RMP), debt collection documents (BU), consignments subject to a charge and postage due consignments, outpayment orders and court documents (GU), voting documents, completed tax returns, documents in braille printing and cash.

The same applies to similar international consignments.

Swiss Post forwards special consignments to a delivery address specified by the customer. This excludes debt collection documents (BU), which Swiss Post returns to the relevant debt collection office. Parcels sent to subscription with scanning due to direct addressing or an incorrectly entered forwarding order are forwarded subject to a fee to the delivery address specified by the Customer.
  - 3.3 Power of attorney**

The Customer shall authorize Swiss Post to accept any items receivable via subscription with scanning, including registered mail (R), on his behalf. Swiss Post will provide a signature in the Customer's name for all consignments addressed to the Customer. Please refer to sections 10 and 11 with respect to the legal implications of granting such power of attorney.
- 3.4 Operating times**

Consignments are processed on Monday to Friday (excluding public holidays) from 7 a.m. to 5 p.m. Swiss time.

The following days are public holidays in Switzerland: New Year's Day, St. Berchtold's Day, Good Friday, Easter Monday, Ascension, Whit Monday, Swiss National Day, Christmas Day and Boxing Day.
- 4 Customer obligations**

The Customer is responsible for the timely acknowledgement of consignments.

The Customer is responsible for informing subscribers of the legal implications of granting power of attorney (see section 3.3).

Consignments received by the Customer are often confidential and may contain legally protected information. If the Customer is delivered a consignment which was not intended for him, he is obliged to refuse it via the corresponding function. The Customer is not permitted to print, keep, copy or disseminate the consignment or its content.
- 5 Correct address format**

Items to be sent via subscription with scanning must be addressed correctly in accordance with the requirements of Swiss Post. If this is not the case, they cannot be delivered.
- 6 Prices and payment methods**
  - 6.1 Prices**

The use of subscription with scanning is subject to charges. The Customer shall bear all costs associated with his account. The [www.swisspost.ch/epostoffice](http://www.swisspost.ch/epostoffice) apply.
  - 6.2 Billing**

Swiss Post shall issue invoices based on the prices and pricing models and on its records. The invoice amount is payable to the account stated on the invoice within 30 days or will then fall due.

In respect of annual subscriptions, the annual invoice amount will be charged in the monthly billing cycle following the subscription anniversary date. All outstanding amounts shall fall due upon termination of the contract. Payments that have already been made will not be reimbursed in the event of termination.

If an invoice is not paid despite two reminders, the Customer may be prevented, without prior notice, from accessing subscription with scanning until the invoice amount has been paid in full.
  - 6.3 Default interest and administration charges**

Any reminders due to outstanding payments, along with further payment collection costs, will be charged to the Customer at CHF 20 per reminder. If the Customer is in arrears with the payment, default interest of 5% per annum will be charged. In the event of non-payment of invoice amounts after receipt of a reminder, Swiss Post reserves the right to hand over the matter to a debt collection company.
- 7 Blocking an account**

Should the Customer breach any provisions of these Subscriber Conditions, particularly through non-compliance with payment deadlines or failure to provide proof of identity, Swiss Post may block the Customer's account until he fulfils his obligations and/or close the account.
- 8 Termination**
  - 8.1 Statutory termination with notice**

The contract is of indefinite duration. Use of subscription with scanning may be terminated by the Customer or Swiss Post at any time, subject to a period of 14 days' notice prior to the end of a subscription period. In the case of an annual subscription, the

Customer will as standard, be notified of the automatic renewal 45 days in advance via the e-mail address he provided. Notice of termination by the Customer must be given within the application itself. If no notification of termination is received, the subscription shall be automatically renewed for a further month or year, as the case may be. Notice of termination of the "Customer Center Login" service or the "E-Post Office" service automatically triggers the termination of this contract.

#### 8.2 Extraordinary termination

The contractual relationship may be cancelled with immediate effect at any time if the Customer repeatedly breaches his contractual obligations despite having received a warning from Swiss Post, or for any other compelling reason.

### 9 Mailing

#### 9.1 Batch mailing

A monthly batch mailing is included in the subscription price. Accordingly, all mailings that are older than 30 days shall automatically be sent in a batch mailing to the delivery address specified by the Customer. The Customer has the option of subscribing to a weekly batch mailing service, which automatically sends a batch mailing of all mailings that are older than 7 days to the delivery address specified by the Customer.

#### 9.2 Extended storage

The extended storage subscription option enables the storage of mailings for a maximum of six months. Mailings that are older than six months are sent together with the normal batch mailing.

#### 9.3 Returns

Swiss Post will dispose of consignments for which the recipient cannot be determined, delivery is refused or which the recipient does not collect within the defined period as it sees fit.

### 10 Legal effect of messages transferred and delivery

The legal effect of messages received via subscription with scanning is determined by the legislation and jurisdiction of the courts. Use of subscription with scanning, in particular for the purpose of keeping deadlines, is at the sole risk and for the exclusive benefit of the Customer.

The Customer is aware that deadlines may be triggered upon receipt of certain items by Swiss Post. The date and time when the Customer receives notification of the receipt of items is therefore not decisive. Moreover, delays may occur in electronic transmission.

### 11 Foreign legislation

The legal effects described in these Subscriber Conditions are based on Swiss law.

The Customer acknowledges that the exchange of data outside Switzerland is subject to foreign legislation, and that the consequences may therefore be more far-reaching or less far-reaching than under Swiss law. The Customer is responsible for clarifying what those consequences may be.

### 12 Liability

To the extent permitted by law Swiss Post is not liable for any damages resulting from the use of subscription with scanning. This includes damage to or loss of items, in particular, as well as incorrectly addressed items.

The Customer is liable for losses or damages sustained by Swiss Post or third parties, which are caused by the improper use of subscription with scanning (contrary to contractual or legal requirements). If a third party asserts any direct claims against Swiss Post, the Customer undertakes to hold Swiss Post fully harmless, however minor such claims may be. Swiss Post will inform the Customer immediately, should any such claims be asserted.

### 13 Involvement of third parties

Swiss Post may at any time engage third parties to provide its services.

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