

SUBSCRIBER CONDITIONS

E-POST PRINT & SEND (POST CH LTD)

1 Scope of validity

These E-Post Print & Send Subscriber Conditions (hereinafter referred to as "E-Post Print & Send SC") govern the contractual relationship between the sender customer (hereinafter referred to as the "sender customer") and Post CH Ltd (hereinafter referred to as "Swiss Post") for the use of the E-Post Print & Send platform and the services based on it (hereinafter together referred to as "E-Post Print & Send").

The "E-Post Print & Send SC" supplement the "Login Customer Center" GTC (see section I). In the event of any inconsistencies, the "E-Post Print & Send SC" take precedence. The "Login Customer Center" GTC and all other GTC are published on the www.swisspost.ch/gtc website.

2 Subscriber and usage requirements

2.1 General

Registration for and use of "E-Post Print & Send" requires the sender customer to have a valid postal address in Switzerland, an e-mail address and Internet access with an Internet browser commonly available on the market.

2.2 Registration

To be able to use "E-Post Print & Send", the sender customer must be registered as a business customer for the services of the "Login Customer Center" and must also register to use "E-Post Print & Send". After successful registration, Swiss Post sends the sender customer a notification by e-mail.

Swiss Post may reject registration applications without stating the reasons.

3 Service description

3.1 "E-Post Print & Send"

"E-Post Print & Send" is one of several possibilities for delivering electronic mail items and is ideal for small to medium daily volumes.

3.2 Sender customer

A sender customer refers to any private individual or legal entity which sends a message to a third party via "E-Post Print & Send" (hereinafter referred to as "mail item").

3.3 Recipient customer and recipient

The customer group which has registered with "E-Post Office" via "Login Customer Center" is deemed the recipient customer. Recipient customers can choose via which of the following delivery channels they want to receive mail items sent through "E-Post Print & Send":

- physically as a "letter";
- electronically via the "E-Post-Office portal" ("portal delivery", "electronically").

More information concerning "E-Post Office" is available at www.swisspost.ch/epostoffice.

People who are not registered with "E-Post Office" are deemed to be recipients.

3.4 Preparation of the mail item and licensing

Mail items are transferred electronically to Swiss Post by means of a software package that the sender customer must first install on their workstation. The software serves as a printer driver and is provided by Swiss Post as follows:

Swiss Post grants the sender customer a non-exclusive, non-transferable licence, which can be cancelled at any time, to use the software exclusively within the framework of the present contractual purpose and for access to the services in accordance with the SC.

The release of updated versions of this software will be communicated on a regular basis. Obsolete versions can be rejected by "E-Post Print & Send".

Insofar as a software component is offered under an open source licence, Swiss Post shall make the licence available to the sender customer whereby the conditions of the licence may expressly override individual terms of these SC.

To the extent permitted by law, the sender customer agrees not to attempt to reverse engineer or decompile the service or to undertake any similar action.

3.5 Production of physical mail items

The sender customer can choose whether they want to download mail items which are not transferred "electronically" (cf. section 3.3) or have them produced and delivered by Swiss Post.

3.5.1 Production and delivery by Swiss Post

The costs for physical production and franking are published at www.swisspost.ch/printandsend. More information on the physical production and production times is provided in the user manual, which is also available via the link shown.

3.5.2 Production by the sender customer

The file containing the physical mail items is available to the sender customer for download on the sender customer portal after a reasonable processing time.

3.6 Digital signature

On behalf of the sender customer, mail items for which the recipient customer has indicated an "electronic" delivery channel (cf. section 3.3) can be digitally signed with a Swiss Post certificate once they have been received by Swiss Post. The sole purpose of this digital signature is to make it possible to see if the file has been changed after the signature has been added.

3.7 Warranty

3.7.1 In principle, the "E-Post Print & Send" system operates 24 hours a day, seven days a week for delivery of the order data. During maintenance times, as stipulated in the following paragraph, deliveries are precluded.

3.7.2 The maintenance and service times are indicated in the user manual which is published at www.swisspost.ch/printandsend.

3.7.3 Swiss Post does not guarantee uninterrupted availability of the system or ensure its availability in a given scope or at a given point in time.

3.7.4 Swiss Post accepts no liability for the successful installation or operation of the printer driver on the sender customer's systems.

3.7.5 If it is not possible to send an electronic mail item for technical reasons or due to errors caused by the recipient customer, the mail item will be sent physically as an e-reprint. E-reprints are produced by Swiss Post. The production and postage costs for these mail items are charged to Swiss Post.

3.8 Support

Access to the Swiss Post support services is described in the user manual which is published at www.swisspost.ch/printandsend.

3.9 Access rights for the use of "E-Post Print & Send"

The sender customer shall grant employees wishing to use "E-Post Print & Send" access rights to "E-Post Print & Send" at employee level. The details are governed by the "Login Customer Center" GTC.

3.10 Additional information

More information concerning "E-Post Print & Send" is available via the website www.swisspost.ch/printandsend.

4 Obligations of the sender customer

4.1 In general

When using "E-Post Print & Send", the sender customer is required not to breach any contractual or legal obligations and shall in particular comply with the duties indicated in section III of the "Login Customer Center" GTC.

4.2 Documentary provisions

Sender customers furthermore undertake to deliver their data in accordance with Swiss Post instructions. The specifications are indicated in the "E-Post Print & Send" user manual at www.swisspost.ch/printandsend.

5 Fee and payment methods

5.1 Fee

Sending mail items by E-Post Print & Send is subject to a fee to be paid by the sender customer. The service and optional value-added services and the associated fees are published at www.swisspost.ch/printandsend.

5.2 Methods of payment

Services subject to a charge will be invoiced to the sender customer as part of the monthly invoicing for business customers.

6 Blocking of access to "E-Post Print & Send"

Swiss Post is authorized at all times to temporarily or permanently block a sender customer's access to "E-Post Print & Send" if there is specific evidence that the sender customer is breaching applicable law or the obligations set out in these Subscriber Conditions and the "Login Customer Center" GTC when using their account. The sender customer will be informed of the block and any lifting of the block by e-mail.

7 Term, termination

The contract for the "E-Post Print & Send" service is concluded for an indefinite period of time. It may be terminated with immediate effect at any time by the sender customer. Swiss Post may also terminate the agreement without stating any reasons and subject to a notice period of 30 days.

Termination of the "E-Post Print & Send" service does not automatically lead to the termination of the login ("Login Customer Center" GTC).

8 Legal effect of "E-Post Print & Send"

The legal effects of the mail items transferred via "E-Post Print & Send" are determined by the legislation and the legal practices of the courts. Use of "E-Post Print & Send", in particular for the purpose of keeping deadlines, is at the sole risk and for the exclusive benefit of the sender customer.

With regard to keeping deadlines, it should be noted that delays might occur during electronic transfer. In the event of long delays or an inability to deliver, an e-reprint will be triggered in accordance with section 3.7.5.

The sender customer notes that certain declarations (of intent) must by law be respected due to procedural requirements, such as the simple written form (handwritten signature). Non-compliance with the written form results in the legal ineffectiveness of the declaration of intent concerned.

9 Third party involvement

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

10 Data protection, postal and telecommunication confidentiality; consent to data storage and data transfer

Swiss Post and the third parties commissioned by it to provide services shall observe Swiss data protection legislation and Swiss postal and telecommunication confidentiality while handling data. Swiss Post operates the "E-Post Print & Send" service exclusively from data centers located in Switzerland.

11 Liability

Swiss Post does not accept any liability for damages caused by slight or moderate negligence within the framework of what is legally permissible. Furthermore, Swiss Post is not liable for damages caused by its auxiliary personnel as a result of slight or moderate negligence. The aforementioned limits to the liability of Swiss Post do not apply in the event of loss of life, limb or health or in the event of mandatory legal provisions.

12 Amendments to the Subscriber Conditions

Swiss Post reserves the right to amend the "E-Post Print & Send" SC at any time. Any amendments will be communicated to the customer in writing or another form, as appropriate. Unless we hear from the customer to the contrary in writing within one month, they shall be deemed approved. Any objection shall be considered an ordinary termination of the contract.

13 Severability clause

If individual provisions of this contract turn out to be invalid or unlawful, the validity of the contract shall not be affected. The relevant provision shall be replaced by an effective provision which comes closest to the intentions of the original section, unless this conflicts with consumer protection provisions.

14 Applicable law, jurisdiction

Swiss law is exclusively applicable; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The sole place of jurisdiction is Berne (Switzerland). The right is reserved to apply other mandatory provisions of Swiss law.

15 Form of publication

The current SC, which constitute an integral part of the "E-Post Print & Send" contract, can be viewed at www.swisspost.ch/gtc. In particular cases, Swiss Post can provide customers with a physical version of the Subscriber Conditions upon request. The customer acknowledges that paper versions are only copies of the current and legally binding SC published via electronic media and that paper versions of the SC are legally binding only if they correspond fully to the electronic version.

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