"Barcode" Web Service Subscriber Conditions

May 2014

SWISS POST

1. Area of validity and service offering

1.1 These Subscriber Conditions govern the conclusion of the contract and scope of the legal relationship between the Customer (hereinafter "Customer") and Post CH Ltd (hereinafter "Swiss Post") as regards the use of the "Barcode" web service.

1.2 In principle, any business customer can use the "Barcode" web service provided that it has an account with Swiss Post.

1.3 The functions offered by Swiss Post via the "Barcode" web service are described in the "Barcode" web service manual and may only be used within the context of and in accordance with the provisions detailed in the manual. With the first use of an individual function, the Customer thereby approves Swiss Post's principles of use associated with that function.

1.4 Swiss Post has the right to adapt or discontinue the service offering at any time. The Customer will be given advance notice of such changes as appropriate (see section 10).

2 Customer obligations

2.1 The Customer is responsible for ensuring that its users take due care to safeguard their identification elements (technical username and password). In particular, the identification elements are to be protected against misuse by third parties.

2.2. Should the Customer have reason to assume that an unauthorized third party knows the identification elements or has gained unauthorized access to the "Barcode" web service, the Customer should notify Swiss Post immediately.

2.3 Technical user
The technical user and the associated password shall be generated by Swiss Post and communicated to the Customer as appropriate. The technical user will be used when using the "Barcode" web service. The obligations under paragraphs 2.1 and 2.2 shall also apply to the technical user.

3 Cost

3.1 Use of the "Barcode" web service is free of charge. This does not include value-added services identified as being provided at a fee (e.g. notification services).

3.2 The Customer is responsible for providing Internet access and the necessary hardware and software components with the relevant configurations, and shall bear the associated costs. Any expenses incurred by the Customer for integrating the data provided are to be borne by the Customer. Swiss Post will not cover expenses for development.

4 Access block

Swiss Post is entitled to block the Customer's access to the "Barcode" web service without notice and without incurring any subsequent costs should the Customer violate these Subscriber Conditions, cease to guarantee the system's security or be late in paying invoices.

5 Availability

5.1 Swiss Post endeavours to ensure maximum uninterrupted availability of its platform and functions. 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.

5.2 Swiss Post will ensure that any interruptions to rectify malfunctions, implement maintenance windows or install new technologies are brief, and are scheduled during the low-traffic period, where possible.

6 Involvement of third parties

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

7 Liability

7.1 Swiss Post will not be liable to the Customer or third parties for non-performance or poor performance of the contract, unless the action constituted wilful intent or gross negligence. Swiss Post will not be liable for the accuracy of the data provided or for any consequential loss or damage or lost profit. Swiss Post will not be liable for loss or damage arising from any interruptions to the "Barcode" web service.

7.2 The Customer will be liable to Swiss Post for loss or damage due in any way to the non-performance or poor performance of its contractual obligations if it fails to prove that these are not its fault. The Customer undertakes to indemnify Swiss Post against all third-party claims arising from unlawful use or misuse of the "Barcode" web service.

8 Data protection and security

8.1 Swiss Post observes the provisions of the Postal Services Act and Swiss Data Protection Act when recording and processing personal data. The data required for business operations will be stored by Swiss Post and treated as confidential. Swiss Post will use the data collected solely for the purposes of providing its own services. In the event that Swiss Post engages third parties to provide the services, it will be authorized to make available to them the data necessary for this purpose.

8.2 Swiss Post is entitled to outsource either wholly or in part the IT infrastructure (e.g. server) required for data processing to third parties in Switzerland or in the European Union. The Customer acknowledges and authorizes that the data transferred by it to Swiss Post in relation to the provision of the "Barcode" web service shall be automatically transferred to outsourced third-party service providers and shall be further processed by them. Swiss Post shall ensure that such third-party service providers process the data exclusively in connection with fulfilling their obligations under this contract in compliance with applicable legislation.

8.3 The latest security technology will be used to protect data against unauthorized processing or access. No liability can be accepted for the security of data transmitted via the Internet.

8.4 In relation to the persons concerned, the Customer shall be solely responsible for ensuring compliance with all requirements of data protection legislation relating to the processing of personal data of third parties (particularly recipient addresses) in the "Barcode" web service.

8.6 The Customer acknowledges and confirms that its customers affected by its use of the "Barcode" web service have expressly been duly informed that parts of the data processing required in fulfilment of its contract shall be carried out by outsourced service providers abroad on behalf of the Customer.

9 Use of the "Barcode" web service

9.1 The Customer acknowledges that the "Barcode" web service is solely applicable to the requesting of address labels

covered by its own franking licence. Should Swiss Post identify a breach of these conditions, it shall be entitled to block the Customer's access with immediate effect.

9.2 The Customer may use the address labels received solely for consignments relating to the service ordered. The Customer shall be responsible for ensuring that the data supplied in electronic form match the details appearing on the consignment. This is particularly important when address labels are integrated into a waybill which is used as a consignment address (does not apply to "Letters with barcode (BMB)").

9.3 Once the "Barcode" web service has been activated, a "Specimen" imprint will automatically be added to every label for the corresponding franking licence. As long as this "Specimen" imprint appears, the labels may not be used for production operations. During this integration phase, the "Barcode" web service may be set up and tested by the Customer. The "Barcode" web service will not be activated for production for the relevant franking licence until after the successful approval of the address labels by Swiss Post. Further details of this procedure can be found in the "Barcode" web service manual.

9.4 If the print quality of the address labels is unsatisfactory, Swiss Post shall have the right to deactivate the "Barcode" web service. The Customer will be notified in advance and in good time of the unsatisfactory quality. Only a printer model approved by Swiss Post should be used when address labels are printed directly on a continuous form printer. Printer models which have not been approved can be used if they achieve the required print quality for address labels. If a different printer model is used after successful homologation of the address label, the approval procedure must be repeated.

9.6 All consignment data provided via the "Barcode" web service will be forwarded to DataTransfer for use by internal Swiss Post services (does not apply to "Letters with barcode (BMB)"). The conditions for DataTransfer as set out in the DataTransfer Subscriber Conditions shall apply.

9.7 The Customer shall be responsible for the use and transfer of the data supplied. It is the Customer's responsibility to restrict access by third parties to this data to ensure that no breach of the conditions of the "Barcode" web service, postal secrecy and data protection regulations occurs.

10   Amendments to the Subscriber Conditions

Swiss Post may revise these Subscriber Conditions at any time. The revisions will be communicated to the Customer in writing or in another appropriate form. Unless we hear from the Customer to the contrary in writing within one month, such amendments shall be deemed approved. Opposition thereto shall constitute termination of the contract and shall automatically lead to its discontinuation after a period of one month.

11   Effective date, term and notice

The contract comes into force upon confirmation of registration and is concluded for an indefinite period. The contract may be terminated subject to a period of one month's notice tendered at the end of any one month. The right to terminate for good cause without notice remains unaffected.

12   Supplementary provisions

The latest versions of the General Terms and Conditions "Postal Services", the "Barcode" web service manual, and the DataTransfer Subscriber Conditions shall also apply.

13   Original text

The "Barcode" Web Service Subscriber Conditions are published in German, French, Italian and English. In the event of discrepancies, the German version is authoritative.

© Post CH Ltd, May 2014
Page 2/2