

# General Terms and Conditions

## PostCard Creator Business

### 1 Area of validity

These PostCard Creator Business General Terms and Conditions (hereinafter GTC) govern the business relationship between the Customer and Post CH Ltd (Wankdorffallee 4, 3030 Bern, Switzerland; hereinafter Swiss Post) in connection with the use of the PostCard Creator Business application. The contract concluded through the acceptance of the order by Swiss Post is based on the electronically registered order data submitted by the Customer, the GTC and the supplemental framework specifications and regulations of PostCard Creator Business. Swiss Post shall not assume any obligation to accept orders. References to persons apply to individuals of all gender identities and to more than one person.

The GTC complement the "My Post customer portal" GTC. The GTC "Postal Services for Private/Business Customers" govern the shipping. The relevant GTC are available at [www.swisspost.ch/gtc](http://www.swisspost.ch/gtc). In the event of contradictions, the "PostCard Creator Business" application GTC take precedence.

### 2 Range of services

The range of PostCard Creator services includes designing and sending customers' printed matter and is described on Swiss Post's website at [www.swisspost.ch/postcardcreator](http://www.swisspost.ch/postcardcreator).

### 3 Ordering

The Customer shall provide Swiss Post with the data required to process the order in a timely manner and shall observe the individual applicable format specifications (i.e. for size and format of the data), which are regulated on the PostCard Creator website. Customers are responsible for ensuring that the printed matter does not contain any unlawful or immoral content. The details that are submitted must be truthful. In case of unclear points, Swiss Post reserves the right to submit a query to the Customer.

The ordered goods shall be created according to the Customer's details and specifications. No cancellation rights can therefore be observed.

Swiss Post sends an order confirmation by e-mail. Swiss Post will store the order data for one year and keep it ready for any new orders. It will then be deleted without further notice to the Customer.

In the event that Swiss Post cannot fulfil the order, it will attempt to inform the Customer of this by telephone, e-mail or letter.

### 4 Prices

The invoice amount for the relevant order is shown in the PostCard Creator online service or in the order confirmation. In Switzerland: the applicable value added tax will be stated in the order confirmation and must be paid by the Customer. Outside Switzerland: the stated complete prices include the statutory value added tax, i.e. for export mailings, the prices are charged without value added tax.

### 5 Delivery

Swiss Post will endeavour to send the printed matter in accordance with the production and mailing times stated in the order confirmation. However, a binding mailing date cannot be guaranteed, and liability is therefore excluded in this respect.

### 6 Payment

The Customer can pay for the service using the following payment methods:

- PostFinance (Debit Direct, e-finance or credit card)
- Visa or Mastercard
- Invoice by post
- TWINT
- Credit

Swiss Post accepts Visa and Mastercard for settling invoices by credit card. To do so, the name, card number and expiry date must be provided. The exchange rates for foreign currencies are based on the daily rates from PostFinance. The debit is carried out immediately. Swiss Post will not begin to perform the services until the Customer's credit card company has approved the credit card for payment of the ordered services.

Payment by invoice is possible only for authorized Customers with an invoice reference number from Swiss Post. Any reminders relating to outstanding payments, along with further payment collection costs, shall be charged to the Customer at CHF 20.00 per reminder.

If the Customer is in arrears with the payment, default interest of 5 percent per annum shall be charged. Swiss Post reserves the right to assign unpaid invoice amounts to a debt collection company after sending a reminder to which no reply is received.

Furthermore, the payment shall be based on the terms and conditions of the relevant payment method provider.

### 7 Liability

As permitted by law, Swiss Post does not accept any liability for damage or loss due to incidental or ordinary negligence.

To the extent permitted by law, Swiss Post does not accept liability for direct, indirect or consequential damage such as loss of profit, loss of data or damage resulting from downloads.

Swiss Post does not accept any liability for damage or loss caused by auxiliary staff and third parties it engages (e.g. sub-contractors, suppliers, etc.) which result from incidental or ordinary negligence. To the extent permitted by law, Swiss Post does not accept liability for damage or loss as a result of improper use of its services (in breach of contract or law).

Claims in respect of product liability and personal injury remain reserved.

Swiss Post does not accept liability to the extent that is permissible by law for losses arising from force majeure or disruptions occurring particularly due to 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. The Customer shall remain obliged to pay for consignments that have been produced with errors if the Customer is responsible for the defectiveness.



## 8 Legal warranty

Customers are responsible for providing data in printable quality. Customers guarantee that they are entitled to all the intellectual property rights to the data provided to Swiss Post or that they hold sufficient licences. They also guarantee that, to the best of their knowledge, the commercial use of the data for the intended purpose neither violates third-party rights (including personal rights) nor other regulations in Switzerland or abroad.

Customers additionally guarantee that, at the time of concluding the contract, they are not aware of any third-party rights that preclude the execution of this contract and, in particular, that no copyrights held by photographers or graphic designers are infringed by the execution of the contract. Customers undertake to fully exempt Swiss Post from any relevant claims by third parties (infringement of copyrights, breach of licence agreement provisions) upon first request. Customers bear exclusive and unlimited responsibility for the content of the items that they have ordered. Swiss Post explicitly assumes no legal warranty for templates and recipient addresses that are supplied by the Customer. All of the addresses saved for mailing shall remain with the Customer. Racist, pornographic, violence-glorifying or otherwise unlawful, immoral or offensive data/content is not admissible. Swiss Post reserves the right to delete saved templates and user accounts without consultation. In such cases, the selling price shall not be refunded.

Customers are responsible for entering the order data correctly. Swiss Post is not obliged to check the data provided. In the event that it is subsequently determined that an order contains inadmissible content, Swiss Post can refuse to deliver the printed matter without any liability for damages. In this case, the Customer shall compensate Swiss Post for the work already performed and pay compensation for all costs yet to be incurred in this context that result from the destruction of printed matter that has already been produced. Any relevant claim by Swiss Post shall be offset from the payment made by the Customer. Any remaining surplus shall be refunded to the Customer.

## 9 Data protection

The general data protection provisions of the GTC "My Post customer portal" apply.

In the case of PostCard Creator Business, Swiss Post additionally uses the data that has been collected for the exclusive purpose of providing its services. Any other use of personal data, in particular its sale to third parties, is expressly forbidden. The Customer shall be responsible for ensuring compliance with all data protection legislation requirements relating to the personal data of third parties (particularly recipient addresses) provided by the Customer for the provision of the service as contracted, specifically the disclosure of the personal data to third parties.

The Privacy Policy on the website [www.swisspost.ch/data-privacy-statement](http://www.swisspost.ch/data-privacy-statement) provides further information about data processing by Swiss Post.

## 10 Amendments to the GTC

Swiss Post can amend the GTC at any time and can modify or stop the service.

## 11 Severability clause

Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the parties shall undertake to immediately replace the clause in question by an admissible effective clause whose content comes as close as possible to the original intention, unless this conflicts with consumer protection provisions.

## 12 Applicable law and place of jurisdiction

The contract is governed by Swiss law. The UN Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) shall not apply.

The place of jurisdiction is Bern. 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).

## 13 Conciliation office

Prior to referral to the competent court, the Customer has the option to access dispute resolution at the PostCom conciliation office. Contact information is available at [www.ombud-postcom.ch](http://www.ombud-postcom.ch).

## 14 Legal form of publication

The legally binding GTC which constitute an integral part of the contract are published electronically and can be viewed at [www.swisspost.ch/gtc](http://www.swisspost.ch/gtc).

In particular cases, Swiss Post can provide Customers with a physical version of the GTC on request. The Customer acknowledges that paper versions are only copies of the current and legally binding GTC published on electronic media and that paper versions of the GTC are legally binding only if they conform fully to the electronic version.

