



## General Terms and Conditions for the online booking of a presence by customers in Swiss Post branches (GTC)

On behalf of Post CH Network Ltd (“Swiss Post”), Spacewise AG (“Spacewise”) operates the website (<https://popup-space.post.ch>) (“Website”). The underlying platform is owned by Spacewise. These GTC govern the relationship between Swiss Post and customers (the “Customer”) who occupy space via the website in a Swiss Post branch for the placement of advertising material and the execution of promotions and the sale of goods. The GTC are deemed to have been accepted upon completion of the booking process on the platform. The Customer accepts the GTC again each time they book space in a Swiss Post branch. Spacewise is not involved as a party in the contractual relationship between Swiss Post and the Customer.

### 1. Service description

#### 1.1 Module 1: placement of advertising material

##### 1.1.1 Range of services

Swiss Post provides the Customer with physical advertising space to display leaflets, catalogues and posters in selected branches. Swiss Post shall provide the dispensers and ensure their maintenance, in particular the filling. Swiss Post also provides the Customer with space of one or four square metres to carry out promotions (tasting, demonstration, etc.). The sale of goods or services is permitted. In selected branches in Bern, Geneva and Zurich, a surface area of ten square metres including defined additional services (e.g. support of the promotional stand by Swiss Post employees) can be used.

##### 1.1.2 Prohibited advertising

###### Advertising

- which is contrary to the interests of Swiss Post (the latter shall decide freely and in consideration of the principle of equal treatment whether or not to authorize relevant advertising campaigns by the Customer);
- of spirits, tobacco products and medicines on Swissmedic lists A and B, or advertising that fails to observe the legal restrictions on medicines on lists C and D;
- which contains privacy-infringing, immoral, violence-glorifying, religious or pornographic themes;
- which is untrue, misleading, or dishonest;
- which is contrary to legal provisions in another way;
- which involves aggressive selling (hard selling) and unpleasant noise and odour emissions (promotions).

The Customer is responsible for the content of the advertising and undertakes to comply with the listed principles. Swiss Post is not obliged to check the admissibility of the advertising. In the event of a breach of the listed principles, the Customer shall indemnify Swiss Post against any third-party claims.

Advertising for services and offers from sectors involved in the network-opening process (banks, insurance companies and health insurers, healthcare as well as public authorities and telecommunication) is subject to special licensing requirements. Physical advertising spaces for such advertising cannot be booked via the website.

##### 1.1.3 Services provided by the Customer

- a. The Customer shall deliver at their expense the advertising material to Swiss Post to the delivery address provided in good time so that Swiss Post can place the advertising material for the start of the promotion. At Swiss Post’s request, the customer delivers used material. If it does not wish to receive a subsequent delivery, Swiss Post is entitled to dispose of the empty dispensers.
- b. The Customer shall book the space for promotions no later than the day before the start of the promotion. The Customer is responsible for organizing and transporting the promotional material.



#### 1.1.4 Running the advertising campaign

Swiss Post shall assume responsibility for the placement of the advertising materials. In doing so, it takes into account the security-related, operational and structural conditions in the branch. Swiss Post reserves the right to postpone the advertising campaign for technical or logistical reasons by a maximum of one week before the campaign is due to commence. Once the advertising campaign has ended, Swiss Post shall dispose of the remaining advertising material at its own expense.

The promotion must be carried out on the allocated promotional area. The Customer is not permitted to address, serve or collect branch visitors or sell goods and services outside of the contractually agreed area. A maximum of two promoters may be present at each branch. Acquisition in front of the branch is not permitted. The promotion takes place during the branch opening hours. Swiss Post shall inform the Customer of the opening hours with the order confirmation. Access to running water and the use of sanitary facilities are arranged with the relevant person in the branch. Their instructions, particularly with regard to security, must be complied with.

#### 1.1.5 Rejection

Swiss Post may reject advertising material in particular if it has been produced incorrectly or is not suitable for the selected type of advertising, breaches the principles of section 1.1.2 or if the originals have not been submitted to Swiss Post in accordance with the procedure set out in section 1.1.3. Payment shall remain owed in full.

Swiss Post may refuse promotions, in particular if they contravene the principles of section 1.1.2. Customers known for aggressive sales are not permitted to carry out a promotion in branches. This decision is at Swiss Post's sole discretion. Should the Customer violate the GTC, in particular the principles of section 1.1.2 (hard selling, annoyed branch visitors, etc.), Swiss Post may terminate the promotion with immediate effect without incurring any costs. Payment shall remain owed in full.

### 1.2 Module 2: sale of goods

#### 1.2.1 Range of services

Swiss Post offers Customers in selected branches the opportunity to display and sell their goods in the counter hall. The purchase is designed to be self-service. The Customer manages the space provided, including the infrastructure, independently and under their own responsibility. Swiss Post provides the area and containers solely for the presentation of the goods. The goods are paid for exclusively via TWINT using the QR code directly to the Customer's account. Swiss Post assumes no monitoring or control tasks. It is not involved in the payment process.

#### 1.2.2 Inadmissible range

Goods that fall into one of the categories mentioned in section 1.1.2 of these GTC are excluded.

#### 1.2.3 Rejection

Swiss Post may reject a product range in particular if it has been manufactured incorrectly, is not suitable for self-service purchase or violates the principles of section 1.1.2. Payment shall remain owed in full.

#### 1.2.4 Services provided by the Customer

The Customer is responsible for paying for the services purchased on time (flat fee for room use, electricity use, installation and provision of containers, cleaning them after termination of the contract, etc.).

They are responsible for filling the containers themselves. To do so, they have access to the branch during normal opening hours. The Customer shall ensure in good time that sufficient goods are available and that they are available to customers in the branch at all times.

The Customer is obliged to display their goods in accordance with the specifications of the Price Indication Ordinance. If they launch special offers or discount campaigns, they must also comply with the provisions of the Federal Act on Unfair Competition.



## **2. Conclusion of a contract**

### **2.1 Registration**

Before making a booking, the Customer must register on the website (<https://popup-space.post.ch>). By registering, the Customer accepts the terms of use of Spacewise. If the Customer has the registration carried out on the website in a Swiss Post branch, they will receive an e-mail with a link. By clicking on this link and then entering a password, the Customer accepts the terms of use of Spacewise and registration is complete.

### **2.2 Booking / conclusion of contract**

The offers published by Swiss Post are non-binding invitations to tender. The booking request made by the Customer is binding for the Customer. Swiss Post is free to accept bookings directly and automatically or to reject them without giving reasons. If the Customer books the space via the website, the contract takes effect upon receipt of the booking confirmation sent by e-mail and ends automatically upon expiry of the limited period of use. If the Customer books the space in a branch, they must first register on the website. Registration is completed when the Customer clicks on the link received by e-mail and sets a password. The Customer can then book the space and the contract comes into effect upon payment at the counter.

Swiss Post has the right to request an ID document from the Customer. These GTC are an integral part of the contract. The booking confirmation contains the names of the contractual partners, the location of the space to be used, the period of use (including start of use and end of use), the fee, ancillary costs, the intended use and the cancellation conditions.

## **3. Cancellation conditions**

### **3.1 Cancellation by the Customer**

The Customer is entitled to cancel the booking or the contract before the use of the space in the branch under the following conditions:

- More than 14 weekdays before the start date: cost reduction of 50 percent / half of the fee due in accordance with the contract
- Less than 14 weekdays before the start of the service and after the start of the service: 0 percent cost reduction / full remuneration due in accordance with the contract
- For every cancellation, a fee of 5 percent of the fee in accordance with the contract applies.

In all cases, cancellations must be made in writing by 12 noon CET (Central European Time) on the relevant day.

### **3.2 Cancellation by Swiss Post**

Swiss Post has the right to cancel bookings if goods are to be advertised, goods are to be sold or services are to be offered which are described in section 1.1.2 or if the Customer works in a network-opening sector but does not have partner status.

## **4. Price / rent / running costs**

All prices are in Swiss francs and exclude any applicable value added tax (VAT). As a rule, the fee and running costs are to be paid in advance. Swiss Post is entitled to invoice the Customer for expenses relating to late rent payments. If the Customer has a billing relationship with Swiss Post and there are no restrictions due to invoices not paid or paid late, they can choose the option of paying the fee by invoice. In this case, the invoice will be issued by Swiss Post after the termination of the contractual relationship. It is payable strictly net within 30 days. Default interest of five percent per annum shall be due upon expiry of the payment deadline. Offsetting against any counterclaims is excluded. Swiss Post reserves the right to assign unpaid invoice amounts to a debt collection company after sending a reminder without reply.

## **5. Duration**

The contractual relationship shall be concluded for a limited term. The period of use (including the start and end of use) is based on the provisions in the booking confirmation and is a maximum of 30 days.



## **6. Liability**

### **6.1 Liability of Swiss Post**

Swiss Post shall not be liable for cases of minor negligence. The Customer must provide evidence of any damage. The amount of compensation shall not exceed the amount of the remuneration (excluding VAT). In particular, Swiss Post shall not be liable for lost profit or consequential damage.

### **6.2 Customer's liability**

The Customer shall be liable for all damages incurred by Swiss Post, its employees and third parties as a result of the breach of contract and the use of the space in the branch, unless it can prove that it is not at fault. If Swiss Post determines that the authorized intended use (in particular, section 1.1.2) has been violated, it has the right to terminate the contract with immediate effect. Payment shall remain owed in full. The Customer shall indemnify Swiss Post against any third-party claims.

### **6.3 Liability of Spacewise**

Spacewise assumes no liability in connection with the nature of the objects advertised on the website (rooms, containers).

## **7. Exclusivity**

Swiss Post does not guarantee the Customer any exclusive rights. In particular, it reserves the right to enter into similar agreements at any time with any other customer regarding the provision of space in its branches or to advertise and sell its own products and services.

## **8. Confidentiality**

The parties shall treat all facts and information (hereinafter referred to as information), which are neither evident nor publicly accessible, as confidential. In case of doubt, information shall be treated as confidential. This duty to maintain confidentiality shall also be adhered to prior to concluding the contract and shall continue to apply after termination of the contractual relationship. It shall not apply if there is a legal duty of disclosure.

The parties undertake to ensure that their employees treat all information that is not publicly accessible, which they require for service provision, confidentially. Swiss Post may make the conclusion of the contract dependent on the conclusion of an additional data protection and confidentiality agreement.

In the event of a breach of the confidentiality obligations (including postal and telecommunications secrecy) by one of the parties, the counterparty is entitled to terminate the contract immediately and without observing a notice period.

## **9. Data protection**

### **9.1 Delimitation**

Swiss Post is solely responsible for data processing that takes place within the context of the services specifically ordered by Swiss Post. If the Customer concludes direct contracts with third parties in this context (in particular also with the operator Spacewise) or the conditions of third parties are accepted, the corresponding data processing by these third parties is based on their provisions.

### **9.2 General**

When collecting and processing personal data, Swiss Post complies with the current legislation, especially data protection law. It safeguards customer data with suitable technical and organizational measures to prevent unauthorized processing, unintentional deletion, loss, destruction, modification or damage, and treats it confidentially.

### **9.3 Purposes**

Swiss Post processes personal data for a variety of purposes.

#### **(a) Provision of services and revenue protection**

Swiss Post processes data for the performance of the contract in order to be able to fulfil its contractual and official obligations and services. Swiss Post processes data in this context only to the extent necessary to provide its services, to ensure the security of operations and infrastructure, for invoicing and for fraud prevention.

#### **(b) Product development, customer care and consulting**



Swiss Post is entitled to process data for the purpose of proper execution, to maintain a business-relevant customer relationship and to ensure high service quality. Swiss Post is also entitled to process data in order to maintain, analyse and further develop its product portfolio and services.

#### **(c) Market research**

With regard to the provision of a competitive market service, the Customer agrees that Swiss Post may collect and process the data provided on market research (e.g. customer satisfaction surveys).

#### **9.4 Anonymization of personal data**

Swiss Post is entitled to anonymize personal data that it processes and to process it in anonymous form for other purposes. In the course of this processing, neither Swiss Post nor any other parties that process the data will be able to draw any conclusions about the data subjects.

#### **9.5 Disclosure to third parties**

Various service providers support Swiss Post in providing services for its customers (processors). These may be external companies or subsidiaries of Swiss Post. Swiss Post selects its service providers carefully and ensures that they uphold data protection requirements. Depending on the work and services offered by the service provider, Swiss Post makes data accessible to them to the extent required in order to provide the service in question. Swiss Post shall involve Spacewise for all data processing in connection with payment processing (online payments, invoicing, contract processing). Third parties may be domiciled abroad.

### **10. Severability clause**

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

### **11. Amendments to the GTC**

Swiss Post reserves the right to amend the GTC and range of services, or to cease services, at any time. The relevant latest versions of the GTC will be published both on this website and on the Swiss Post website ([www.swisspost.ch/gtc](http://www.swisspost.ch/gtc)).

### **12. Legal succession and assignment**

In the event of takeover, association, conversion, etc., the Customer is obliged to impose the obligation to fulfil the contract on its legal successor. Swiss Post may bring legal proceedings against it at any time until the agreement is revoked in writing. The partial or complete assignment of the contract to third parties is not permitted.

### **13. Applicable law and place of jurisdiction**

The contracts are governed exclusively by Swiss law. This also applies to customers from abroad. The place of jurisdiction is **Bern**.