

General Terms and Conditions for My Local Services

1. Scope and service specification

1.1 Scope and contractual components

These General Terms and Conditions (GTC) govern the relationship between Post CH Ltd (hereinafter: Swiss Post) and its customers (hereinafter: Customer) in connection with the use of the services on the My Local Services platform (hereinafter: My Local Services). These GTC are deemed to be accepted as soon as the My Local Services information is accessed.

If goods or services (hereinafter: Services) are offered by third parties, the Customer shall enter into an agreement directly with the relevant provider. The responsibility of Swiss Post is in such cases limited to facilitating the conclusion of the contract. The offers from the providers are based on their individual delivery terms and conditions. Unless governed by other regulations, the following principles apply as the basis for the processing of the individual transactions.

These GTC are supplemented by the Customer Center Login GTC, available at www.swisspost.ch/gtc.

1.2 Service description

My Local Services is a Swiss-wide app and a web platform for the provision of information and services. The platform features offers from local businesses, municipalities and Swiss Post. The offers and services from local businesses and municipalities are presented by Swiss Post. The range of services on My Local Services are aimed at customers resident in Switzerland. Offers from Swiss Post or from other providers may only be purchased by the Customer if he has registered with and logged into My Local Services. Certain products can also be purchased as a guest and therefore without registration. Persons under the age of 18 years or persons who do not have full legal capacity confirm that they have obtained the consent of their legal guardian to conclude the respective transaction.

The use of My Local Services is free of charge. Services requiring payment are expressly marked as such.

2. Access

To use the My Local Services platform, the Customer can register with the Customer Center Login or shop as a guest. The Customer undertakes to provide truthful information when using the platform and to keep it up to date. The orders made in a certain account are assigned to the relevant Customer.

3. Conclusion of the contract and right of withdrawal

3.1 Conclusion of the contract

The range of services published on My Local Services are non-binding and do not constitute contractual offers. Orders made by the Customer are deemed to be an offer vis-à-vis providers or vis-à-vis Swiss Post in the case of Swiss Post products. The order enquiry sent by the Customer shall be binding.

The agreement with Swiss Post shall take effect upon receipt of the order confirmation or the use of the service by the Customer.

For third-party offers, an agreement shall take effect between the Customer and the trader if the offer by the Customer is accepted by the trader. In this event, My Local Services shall send one e-mail each to the trader and to the Customer, which contains the main content of the agreement made (type and number of products, prices etc.). The responsibility of Swiss Post here is limited to the facilitating the conclusion of the contract.

Subsequent modifications to the services and correction of any mistakes remains reserved.

3.2 Right of withdrawal

The goods offered for purchase by third parties on the My Local Services platform are sold subject to a 14-day right of return as a rule. The providers take the goods back within this period if they are unused and complete and in the original packaging. The following items are excluded from the right of exchange: consumables, hygiene and cosmetics items, medication, dietary supplements, food and drinks. The provider initiates the refund of the purchase price (excl. postage). If a service is ordered that requires a reservation of resources at the provider in the future (e.g. hairdresser, domestic assistance, etc.) a withdrawal must be made up to 24 hours before provision of the service, otherwise the full price of the service shall be due.

4. Complaints, warranty and guarantee

Complaints of all kinds must be directed to the provider of the service without delay. The providers offer a guarantee of two years for their goods and services, with the exception of consumables, wear parts, batteries, accumulators. The statutory warranty shall not be limited by the warranty. The warranty period shall start from the time of delivery. As there is no contractual relationship between the Customer and Swiss Post, Swiss Post does not conduct a substantive inspection of a complaint.

5. Payment methods

The payment methods stated on My Local Services are available. If the purchase is made with credit or debit cards offered by MasterCard or Visa, any reverse transactions shall be made via the same channel.

6. Processing the payments via electronic payment methods

Electronic transactions are made via the systems of Swiss Post or the auxiliary agents involved by it. It is responsible for the electronic transaction and its processing. The customer acknowledges that the trader sells and assigns the claim to Swiss Post. Swiss Post, in turn, undertakes to make the agreed payment to the trader.

7. Availability

7.1 Availability

Swiss Post endeavours to ensure maximum uninterrupted availability of the login, online services and functions. However, it does not guarantee an uninterrupted service, service at a certain time or the completeness, authenticity and integrity of the stored data or the data sent via its system or the Internet.

7.2 Interruptions

Swiss Post will ensure that all interruptions necessary to rectify disruptions, implement maintenance windows or introduce new technologies, etc. are kept short, and will carry them out during off-peak hours whenever possible.

8. Blocking access

Swiss Post is authorized at all times to temporarily or permanently block the Customer's access to My Local Services if specific indications exist that the Customer is breaching applicable law or its obligations under these GTC and/or the Customer Center Login GTC while using his account. The Customer will be informed of the block and any later lifting by e-mail.

9. Liability

9.1 Swiss Post liability

Swiss Post will not be liable to the Customer or third parties for the non-performance or poor performance of the contract for the other services in connection with the services of My Local Services, unless the action constituted wilful intent or gross negligence. Swiss Post is not liable for the accuracy of the data provided or for any consequential loss or damage or lost profit. Swiss Post is not liable for loss or damage arising from any failure of the login or services offered.

It is not liable for damage resulting from incorrect details from the Customer or under the control of a third party. Swiss Post accepts, in particular, no liability for undeliverable SMS, MMS, e-mails or mail deliveries as a result of an incorrect mobile number, e-mail address or domicile or residential address. Customers are not informed about undeliverable notifications. Swiss Post assumes no liability for the SMS/MMS sent to the mobile provider for forwarding if it could not be delivered to the Customer by the mobile provider.

9.2 Customer's liability

The Customer is liable to Swiss Post for loss or damage due in any way to the non-performance or poor performance of his contractual obligations, if he fails to prove that these are not his fault.

The Customer agrees to indemnify Swiss Post against all claims asserted by third parties resulting from the use in breach of contract or unlawful or improper use of the login, functions and online services. The release shall also include the obligation to release Swiss Post from legal defence costs (court costs and lawyer's fees).

10. Other provisions

10.1 Involvement of third parties

Swiss Post may commission third parties to carry out contractually agreed services (e.g. suppliers, subcontractors, etc.). Swiss Post Ltd subsidiaries are not deemed to be third parties.

10.2 Severability clause

If certain provisions of these conditions of use are deemed to be invalid, unlawful or inexecutable by a competent court or a competent authority under applicable law, the relevant provision shall be considered not to be a part of this exclusion of liability. The validity, lawfulness and executability of the other provisions of these conditions of use under the law of the corresponding country or any other country shall, however, not be restricted as a result.

10.3 Amendments to the General Terms and Conditions

Swiss Post reserves the right to amend the General Terms and Conditions at any time. The relevant new version shall be published in good time on the Swiss Post website (www.swisspost.ch/gtc) and at www.mylocalservices.ch before it comes into effect. These General Terms and Conditions are deemed to be accepted if the Customer continues to log in and use the service of My Local Services or does not object in writing within one month.

10.4 Applicable law

Swiss law applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) does not apply, nor, to the same extent, do the conflict of laws provisions of the Federal Act on International Private Law (IPRG, SR 291). The jurisdiction is Berne (Switzerland). In the event of disputes from consumer agreements, the court at the place of residence or registered office of one of the parties is responsible for claims brought by the Customer, and the court at the residence or registered office of the defendant is responsible for claims brought by Swiss Post. Consumer agreements are agreements concerning services to be used by the Customer for personal or family purposes. In the case of Customers whose residence or registered office is abroad, Berne shall be the place of debt collection and sole jurisdiction for all proceedings.

10.5 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 as well as at www.mylocalservices.ch.

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, legally binding GTC published via electronic media and that paper versions of the GTC are legally binding only if they correspond fully to the electronic version.