



# WiFi on Postbuses – General Terms and Conditions

## 1. Subject matter and area of validity

These General Terms and Conditions (GTC) of PostBus Switzerland Ltd govern the use of the WiFi service by the customer.

## 2. Service Provider

In designated Postbuses with a WiFi-enabled device, PostBus Switzerland Ltd will, where technically, operationally and economically feasible, provide Internet access for the customer. By providing the service, PostBus Switzerland Ltd cannot guarantee the quality of data transmission or trouble-free network operations. The customer has no right to avail of WiFi services in any specific Postbus. PostBus Switzerland Ltd has the right to block certain services or websites at any time.

## 3. Cost

The WiFi service is provided free of charge.

## 4. Duties and responsibilities of the customer

Use of the Internet services is the customer's own responsibility. The customer bears sole responsibility for the security of his device (used to access the WiFi network). The customer has a duty to use the services provided by PostBus Switzerland Ltd appropriately and in compliance with the law. In particular, he has a duty to ensure that the network infrastructure is not overloaded by excessive use. The abuse of the Internet services by the customer is strictly prohibited. In addition, the customer shall not allow abuse of the Internet access by third parties or abuse the services for any illegal or criminal activities. In the event that any websites and/or their content or links to other websites breach any legal provisions or any official orders, in particular in relation to pornographic, violent or racist content or design, PostBus Switzerland Ltd shall be entitled to exclude the customer from the use of the services concerned with immediate effect. The same shall be applicable to the infringement of ancillary rights (in particular trademark right and copyright) and anticompetitive practices. The customer shall therefore be prohibited from abusing the services to harm other Internet users, to set up peer-to-peer networks, other similar networks or platforms for the purpose of selling, downloading, passing on, etc. any contents protected by copyright (e.g. music, videos, films, e-books, etc.). Any customer producing publications on the Internet shall bear sole responsibility for their content. Furthermore, the customer shall be prohibited from distributing unsolicited mass advertising about the WiFi service. If a customer infringes this requirement, PostBus Switzerland Ltd is entitled to block the Internet access or to take immediate technical measures, if such measures are necessary, in order to ensure trouble-free network operation. The customer assumes responsibility for ensuring that the device he uses and the software installed on said device are free of viruses and other malicious programs; the customer shall compensate PostBus Switzerland Ltd in full for any direct or indirect losses caused by any failure to comply with this requirement. The customer explicitly releases PostBus Switzerland Ltd from any third party claims based on content-related deficiencies of the services. In the abovementioned cases of breaches of legal provisions or official orders, the customer shall release PostBus Switzerland Ltd from all claims brought by third parties against PostBus Switzerland Ltd as a result of such breaches. In such cases, the customer shall be liable to full recourse by PostBus Switzerland Ltd. The customer is not permitted to send defamatory statements, junk mail or bulk mail (spam). The customer undertakes to comply with statutory requirements and principles established by case law. PostBus Switzerland Ltd is entitled to charge the customer for all costs incurred as a result of erroneous fault reports or incorrect or improper use of the installed equipment or the subject matter of the agreement.

## 5. Registration

The customer must register to use the WiFi service. The system requires the customer to enter contact information (last name, first name, mobile phone number). PostBus Switzerland Ltd reserves the right to request the re-registration of individual customers or all customers at any time. By logging in to the system for the first time, customers accept the General Terms and Conditions.

## 6. Data Protection

On registering, the customer transmits the following data:

- Mobile phone number
- MAC address of device
- Language

PostBus Switzerland Ltd shall be entitled to store this information on servers and to engage the services of third parties for this purpose. The data will be used for the purpose of providing the WiFi services and, if technical analysis systems (CRM systems) are used, for the purpose of collecting anonymous information with a view to comparing the service with third-party information, preparing user statistics and forwarding such statistics to third parties. PostBus Switzerland Ltd is entitled to engage the services of third parties for this purpose. PostBus Switzerland Ltd reserves the right to use the information with the exception of the MAC address of the device for the purpose of sending promotional information on its own products, offers and activities and for further contact with the customer in the context of surveys. By logging in to the system for the first time, the customer consents to this use. The customer may revoke their consent and cancel their registration at any time in writing to PostBus Switzerland Ltd, Belpstrasse 37, CH-3030 Berne or by sending an e-mail to [wifipostauto@postauto.ch](mailto:wifipostauto@postauto.ch). The customer shall take note that PostBus Switzerland Ltd, as telecommunication service provider, is registered with the Swiss Federal Office of Communications (OFCOM), and as such is bound by the legal obligations under the Swiss Federal Act of 6 October 2000 on the Surveillance of Post and Telecommunications, and its associated ordinance. Provided the legal and regulatory conditions are met, PostBus Switzerland Ltd shall be entitled to monitor directly or through a third party the use of the Internet and the data traffic between the customer and the Internet. PostBus Switzerland Ltd may be required to disclose any contact details provided by the customer to the authorised administrative bodies.

## 7. Security

Once the customer has logged in, data transmission between his device and the hotspot is unencrypted. Data transmitted via the connection established between the device and the hotspot could therefore potentially be intercepted by third parties. The data traffic within the WiFi service can only be secured if the customer uses special security software, typically via a VPN operated by the customer himself. PostBus Switzerland Ltd cannot guarantee that use of the hotspot is secured against third party access to customer data either saved on the customer's device or transmitted by the customer while using the service. The customer is responsible for securing such data. Any claims on the part of the customer for damages resulting from the use of an unsecured connection are excluded unless such damages were caused by an event attributable to wilful or gross negligence on the part of PostBus Switzerland Ltd. The use of the publicly accessible Internet is at the customer's own risk. The customer bears sole responsibility for any damage to his hardware or software, data loss or other forms of loss resulting from use of the service unless the damage was caused by an event attributable to wilful or gross negligence on the part of PostBus Switzerland Ltd.

## **8. Liability**

To the extent permitted by law, PostBus Switzerland Ltd excludes any liability for itself, any of its auxiliary staff and for any commissioned third party. It shall only be liable up to the total amount of duly proven damage. It shall not be liable in case of force majeure, consequential damages or loss of revenue. PostBus Switzerland Ltd only provides WiFi access to the Internet. PostBus Switzerland Ltd assumes no liability either for ensuring the constant availability of Internet access or for ensuring that the services for Internet access or other Internet services operate without interruption or faults. Nor does it assume liability for any damage to the hardware or software of the customer's device, or for any other damage, tangible or otherwise, attributable to the use of the hotspot. To the extent permitted by law, PostBus Switzerland Ltd shall not be liable for the authenticity and the integrity of either the stored data or the data transmitted through its system or the Internet. Furthermore, to the extent permitted by law, PostBus Switzerland Ltd excludes any liability for the accidental disclosure, damage, loss or erasure of sent/received or stored data. PostBus Switzerland Ltd assumes no liability for any damage caused due to misuse of the connection by third parties (including viruses).

## **9. Engagement of third parties**

PostBus Switzerland Ltd may at any time engage third parties to provide its services.

## **10. Amendments to the General Terms and Conditions**

PostBus Switzerland Ltd reserves the right to amend the General Terms and Conditions at any time. Amendments to the General Terms and Conditions will be sent to the customer by e-mail or other appropriate means and published on [www.postbus.ch/wifi](http://www.postbus.ch/wifi). Continued use of the WiFi service is deemed to constitute acceptance of such amendments.

## **11. Severability clause**

If individual provisions of these General Terms and Conditions are found to be invalid or unlawful, the validity of the General Terms and Conditions shall not be affected. In this case, the provision in question will be replaced by an effective provision which is closest in terms of its commercial significance. In the case of lack of clarity or translation errors, the German version of the General Terms and Conditions is decisive.

## **12. Place of jurisdiction**

The place of jurisdiction is Berne. For disputes arising 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 place of residence of the defendant is responsible for claims brought by PostBus Switzerland Ltd. Consumer agreements are agreements concerning services to be used by the customer or his family. In the case of customers domiciled abroad or whose place of business is located abroad, the place of debt collection and sole place of jurisdiction for all proceedings is Berne.

## **13. Applicable law**

The contractual relationship is governed exclusively by Swiss law.

## **14. Contact address**

[wifipostauto@postauto.ch](mailto:wifipostauto@postauto.ch)

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