

# CONDITIONS OF USE

## Post E-Health developer portal and demo environment

### 1. Scope of validity

- 1.1 These conditions of use govern the business relationships between the customer (hereinafter referred to as the **"User"**) and Post CH Ltd (Wankdorfallee 4, 3030 Berne, Switzerland; hereinafter referred to as **"SWISS POST"**) in connection with the use of the developer portal for the Post E-Health platform (hereinafter referred to as the **"Developer Portal"**) and the integration demo environment (hereinafter referred to as the **"Demo Environment"**).
- 1.2 These conditions of use apply to both the publicly accessible area and the secure area – accessible via access data assigned by SWISS POST – of the Developer Portal / Demo Environment.
- 1.3 The use of linked services provided by third parties is governed exclusively by the conditions of use of the third parties in question.
- 1.4 References to persons apply to both women and men as well as to more than one person.

### 2. Service description

- 2.1 SWISS POST provides general information, detailed developer documentation, release notes, API specifications, etc. (hereinafter referred to as "Content") for integrators and developers of the Post E-Health platform via the link <https://developer.post.ch/post-e-health-platform>.
- 2.2 Depending on how information is classified, it is available to the User either publicly or subject to restricted access (secure area).

### 3. Scope of use

- 3.1 The User is exclusively authorized to use the Developer Portal and the Demo Environment to the extent set out in these conditions of use and in a proportionate manner (in particular with regard to the number of times the User gains access).
- 3.2 The features and Content of the Developer Portal and the Demo Environment may be changed, extended or discontinued/deleted by SWISS POST at any time and are in no way binding in the context of the relationship between SWISS POST and the User.
- 3.3 Complete or partial reproduction or communication (electronic or otherwise) of Content from the Developer Portal and the Demo Environment is permitted for non-commercial use only, provided that no copyright notices or any other legally protected designations are removed. Automatic retrieval of Content and dissemination of Content in and/or via other systems is strictly prohibited.
- 3.4 In the event of any violation of these conditions of use, SWISS POST is entitled to take appropriate action against the User at any time, in particular by deactivating his access or deleting it without further notice.
- 3.5 The Developer Portal may contain sample program codes, which can be used in particular to gain a better understanding and to test the integration against the Demo Environment. Such codes are not necessarily complete, nor are they maintained, and they may not be used in production environments.

### 4. Obligations of the User

- 4.1 The User shall keep passwords, identification codes, login data, etc. safe and shall not make these accessible to third parties.
- 4.2 The User shall guarantee that no personal data (productive data and/or medical data, etc.) is stored or used in the Developer Portal and/or the Demo Environment.

### 5. Onboarding of integration partners (Users)

- 5.1 If any existing or future SWISS POST integration partners wish to access Content in the secure area of the Developer Portal, they must register in advance on the webpage specified in Section 2.1. Once

they have registered successfully, SWISS POST shall check the necessary preconditions for accessing the secure area. Once this check has been completed successfully, the User's access shall be activated.

- 5.2 The User acknowledges that SWISS POST may use the user data collected as part of the onboarding process (e-mail address in particular) to send information to the User about the Developer Portal, the Demo Environment and related topics.
- 5.3 SWISS POST reserves the right to reject onboarding requests without specifying any reasons.

### 6. User queries / support

- 6.1 SWISS POST shall, within the scope of its capabilities, answer queries from Users that it receives via the official communication channel for the Developer Portal (contact form). The User is not entitled to receive a response to his query/queries or any support with regard to use of the Developer Portal and the Demo Environment.
- 6.2 The User acknowledges that SWISS POST may use any query/queries he submits in anonymized form for its FAQs in the Developer Portal.

### 7. Intellectual property rights

- 7.1 The User acknowledges that all Content available in the Developer Portal and the Demo Environment, in particular any provided by third parties, is the intellectual property of the relevant rights holder. Use of such Content outside the Developer Portal and the Demo Environment may require the consent of the relevant rights holder.
- 7.2 No rights (usage rights, intellectual property rights, etc.) are acquired by the User by accessing, downloading or copying Content.

### 8. Availability and service interruptions

- 8.1 SWISS POST endeavours to ensure maximum and uninterrupted availability of the Developer Portal and the Demo Environment. However, it does not guarantee an uninterrupted service, service at a certain time or the completeness, authenticity and integrity of the data and Content stored or sent via its system or the Internet.
- 8.2 In some circumstances, short-term interruptions may not be announced in advance. SWISS POST will keep short all interruptions necessary to rectify disruptions, implement maintenance windows or introduce new technologies, etc. and will carry them out during off-peak periods whenever possible.

### 9. Liability

- 9.1 To the extent permitted by law, SWISS POST and any third parties it engages do not accept any liability. This specifically excludes any liability for direct and indirect damages, consequential damages and lost profits.
- 9.2 SWISS POST does not make any guarantees regarding the correctness, accuracy, topicality, reliability and completeness of the Content of the Developer Portal. Furthermore, SWISS POST does not accept any liability for damage of either a material or a non-material nature that may arise from accessing or using Content published on the Developer Portal and the Demo Environment.
- 9.3 SWISS POST also excludes any liability for damage resulting from use of its services that is unlawful or in breach of contract and for damage caused by force majeure or technical errors.

### 10. Data protection

- 10.1 When collecting and processing personal data, SWISS POST complies with the current legislation, especially data protection law and the Postal Services Act. It safeguards User data with suitable technical and organizational measures and treats it confidentially.
- 10.2 SWISS POST records statistics relating to the use of the Developer Portal. These are used in particular to improve the service provided by SWISS POST.

10.3 The data privacy statement on the website <http://www.swisspost.ch/data-privacy-statement> provides further information about data processing by SWISS POST.

#### **11. Involvement of third parties (processors)**

11.1 The User agrees to SWISS POST involving third parties to render services and supplying the necessary data to the third parties involved. The processor is subject to the same obligations as regards guaranteeing data protection as SWISS POST itself and may not – unless the law states otherwise – process the data for its own purposes and only on behalf and on the instructions of SWISS POST. SWISS POST undertakes to select, instruct and monitor such service providers in a prudent manner.

#### **12. Links**

12.1 SWISS POST has not checked the websites linked in the Developer Portal and the Demo Environment and has no influence on the layout and content of or the offers on the linked websites. It therefore does not accept any responsibility for such websites or the products and services offered on them. The User shall access and use these websites at his own risk.

#### **13. Changes to the conditions of use and to access**

13.1 SWISS POST may change these conditions of use and the preconditions for accessing the Developer Portal and the Demo Environment (e.g. usage costs) at any time. Any changes shall be announced in advance in an appropriate manner. It is the responsibility of the User to find out which version of the conditions of use currently applies.

13.2 The legally binding conditions of use are published electronically and can be viewed at <https://developer.post.ch/post-e-health-platform>.

#### **14. Severability clause**

14.1 Should individual provisions of these conditions of use be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts thereof. In this case, the parties shall undertake to immediately replace the provision in question with an admissible effective provision which comes closest to the original intention in terms of content.

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

15.1 These conditions of use are subject to Swiss law. The place of jurisdiction is Berne.