

ePost SUPPLEMENTARY TERMS AND CONDITIONS

SmartSend

1. Scope

1.1. These supplementary terms and conditions for ePost SmartSend ("GTC SmartSend") govern the relationship between customers ("the Customer") and ePost Service Ltd ("ePost") with regard to using ePost SmartSend.

1.2. The GTC SmartSend apply in addition to and as an integrated component of the General Terms and Conditions for ePost.

2. Conclusion of the contract

2.1. The contract is generally subject to approval by ePost. The customer must be notified of any rejection within 10 working days of the order, if possible.

3. Term of the contract and termination

3.1. The contract shall be concluded for an indefinite period.

3.2. The contract may be terminated by the Customer subject to a onemonth notice period and by ePost subject to a three-month notice period at the end of a calendar month.

3.3. The contract may be terminated electronically or in writing.

4. Services provided by ePost

4.1. The Customer is granted the right to use the ePost SmartSend for a fee for the duration of the contract.

4.2. Rights of use in accordance with this contract are non-transferable and cannot be sublicensed.

4.3. The Customer may submit mail items electronically in accordance with ePost's requirements.

4.4. Mail items are printed, enveloped and handed over to Swiss Post to be delivered as letters. ePost shall electronically transmit the items that are suitable for this purpose to those recipients who have registered for this purpose with ePost or another provider. ePost will triage between physical and electronic delivery at its own discretion. Registered and A-Plus mail items are always produced and distributed as physical letters.

4.5. Undeliverable items are sent back to the customer digitally. Customers can manage their returns digitally in the monitoring system and view the status.

4.6. With SmartSend non-embedded fonts are automatically replaced by suitable standard fonts to ensure the processing of the transmissions.

4.7. Detailed information regarding services, products, prices and support, along with further technical information is available on the ePost website.

4.8. The services are partially provided in cooperation with third parties. Third-party services are provided in accordance with their provisions (e.g. Swiss Post's provisions for the delivery of physical letters).

5. Guarantees

5.1. In principle, the system operates 24 hours a day, seven days a week. However, data deliveries are precluded during maintenance times. The Customer shall be notified of maintenance and service times in advance. ePost does not guarantee uninterrupted availability of the system or ensure its availability at a given point in time. ePost accepts no liability for the successful connection or operation of the data transfer on the Customer's system.

5.2. In the case of a physical delivery, if the data is submitted by 6 a.m. on a working day, the letter will be produced and handed over to Swiss Post for A Mail, A Mail Plus and registered mail on the same day; if it is submitted later or for another product, this will be done on the next working day.

6. Obligations of the Customer

6.1. The Customer undertakes to submit his/her data in accordance with ePost's document requirements. The specifications are available on the ePost website. In the event of non-compliance with these provisions, the resulting effort will be charged at CHF 200.00 per hour, with billing in increments of 15 minutes started.

7. Legal effects of ePost SmartSend

7.1. The legal effects of the mail items sent via ePost SmartSend are determined by the legislation and the legal practices of the courts. The Customer shall therefore use the service for the purpose of adhering to deadlines exclusively for his/her benefit and at his/her own risk.

7.2. With regard to adhering to deadlines, it should be noted that delays may occur during electronic submission. ePost shall not accept any responsibility in this regard.

7.3. The Customer acknowledges that certain declarations (of intent) must meet formal requirements in accordance with the law, such as the simple written form (handwritten signature).

7.4. In the case of physical delivery, ePost's obligations are met when the finished letters are handed over to Swiss Post. Swiss Post's provisions apply to delivery periods.

8. Prices and payment terms

8.1. The services and relevant prices are available on the website <https://www.epost.ch/en/>.

8.2. The services provided shall be invoiced to the Customer monthly. The invoice amount is payable within 30 days.

8.3. The postage costs for the mail items handed over for physical mailing shall be invoiced to the Customer by ePost.

9. Data protection

9.1. If the Customer processes third-party data when using ePost SmartSend, he/she shall remain the sole data controller for the data subjects.

9.2. The Customer agrees to ePost involving third parties to render services and supplying the necessary data to the third parties involved. The data processor is subject to the same data protection obligations as ePost itself and – subject to differing legal regulations – may not use or process the data for its own purposes. ePost undertakes to select, instruct and monitor such service providers in a prudent manner.

9.3. ePost operates ePost SmartSend exclusively from data centres located in Switzerland.

ePost Service Ltd, April 2025

