



KLARA
Simplifies your business.

Supplementary Terms and Conditions

KLARA Print & Send

1. Scope

1.1 These supplementary terms and conditions for KLARA Print & Send ("GTC P&S") govern the relationship between customers ("the Customer") and KLARA Business Ltd ("KLARA") with regard to using the KLARA Print & Send service.

1.2 These GTC P&S shall apply in addition to and as an integral part of the General Terms and Conditions for KLARA.

2. Conclusion of the contract

2.1 As a basic principle, the contract is subject to approval by KLARA. In the event that such approval is not granted, the Customer must be informed within 10 working days of the order being placed.

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 notice period of one month, and by KLARA subject to a notice period of three months, effective at the end of a calendar month.

3.3 The contract may be terminated electronically or in writing.

4. Services provided by KLARA

4.1 In return for payment, the Customer is granted the right to use the Print & Send service 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 can post mail items electronically in accordance with KLARA's specifications.

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

4.5 Detailed information regarding services, products, prices and support, along with further technical information, is available on the KLARA and E-Post website.

4.6 Some of the services are provided in cooperation with third parties. Services provided by third parties are based on their provisions (e.g. the provisions of Swiss Post in the case of delivering physical letters).

5. Guarantees

5.1 Data delivery

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. KLARA does not guarantee uninterrupted availability of the system or ensure its availability at a given point in time. KLARA accepts no liability for the successful connection or operation of the data transfer on the Customer's system.

5.2 Physical delivery

In the case of data deliveries for A Mail, A Mail Plus and registered mail items made by 3 p.m. on working days, the production process and the handover to Swiss Post will take place on the same day. In the case of later deliveries or for other products, these will take place on the next working day.

6. Customer obligations

6.1 The Customer is obliged to deliver his or her data in accordance with KLARA's document specifications. These specifications can be found on the KLARA and E-Post websites.

7. Legal effects of Print & Send

7.1 The legal effects of the mail items transferred via Print & Send are determined by the legislation and the legal practices of the courts. The use of Print & Send for the purpose of adhering to time limits shall be exclusively for the benefit and at the risk of the Customer.

7.2 With regard to adhering to time limits, it should be noted that delays may occur during electronic deliveries. KLARA shall not accept any responsibility in this regard.

7.3 The Customer notes that certain declarations (of intent) must by law be respected due to procedural requirements, such as the simple written form (handwritten signature).

7.4 KLARA's obligations shall be deemed to have been fulfilled upon handover of the finished letters to Swiss Post for physical delivery. The provisions of Swiss Post shall apply with regard to delivery times.

8. Prices and payment terms

8.1 The services and corresponding prices can be found on the KLARA and E-Post websites.

8.2 The services provided shall be invoiced to the Customer on a monthly basis. Invoices are payable within 30 days.

8.3 KLARA shall invoice the Customer for the postage for mail items handed over for physical mail.

9. Data protection

9.1 If the Customer processes third-party data when using Print & Send, he or she shall remain exclusively responsible in respect of the data subjects.

9.2 The Customer agrees to KLARA 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

KLARA itself and – subject to differing legal regulations – may not use or process the data for its own purposes. KLARA undertakes to select, instruct and monitor such service providers in a prudent manner.

9.3 KLARA operates Print & Send exclusively from data centers located in Switzerland.

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