

# Supplementary terms and conditions

## KLARA eLetter dispatch

### 1. Scope

**1.1.** These supplementary conditions for KLARA eLetter dispatch ("terms and conditions eLetter dispatch") govern the relationship between the customer ("customer") and KLARA Business AG («KLARA») for the "KLARA eLetter dispatch" service.

**1.2.** These terms and conditions eLetter dispatch apply in addition to and as an integral part of the general terms and conditions of KLARA. eLetter dispatch can be combined with other services, for which the corresponding supplementary terms and conditions apply in addition.

### 2. Conclusion of contract

**2.1.** The customer is bound to the contract with the confirmation that he has read and accepted the terms and conditions eLetter dispatch.

**2.2.** The contract is subject to KLARA's approval. Should KLARA wish to reject an order, it shall strive to inform the customer within 10 working days of the request.

### 3. Contract period and termination

**3.1.** The contract is concluded for an indefinite period.

**3.2.** The contract can be terminated at any time.

**3.3.** The termination can be made in writing or electronically, or by the customer ceasing to use the service.

### 4. KLARA services

**4.1.** The customer is granted the right to use the eLetter service against payment for the duration of the contract.

**4.2.** The usage rights stipulated by this contract are not transferrable or sublicensable.

**4.3.** KLARA eLetter dispatch enables the dispatch of digital items, so-called eLetters, and delivery to a recipient in the recipient's eLetterbox. Access to the eLetterbox is provided by the ePost products for private individuals and the digital mailbox for companies, provided that the eLetter recipient has a corresponding eLetterbox and has given their consent to the handling of digital communication.

**4.4.** In order to enable an eLetter to be sent to an eLetter recipient, KLARA shall ensure that

- the eLetter recipient can be searched for using eLetter recipient-specific characteristics;
- the customer's eLetter is delivered to the eLetter recipient or digital mailbox.

**4.5.** KLARA enables the customer to send an invitation to participate to recipients who do not yet have an eLetterbox so that they can receive the customer's mailings digitally in the future. The invitation is sent in the name of KLARA or the customer and is sent by KLARA or the customer. The sending channel of the invitation is based on the existing information of the customer and may also fail in case of incorrect or insufficient information.

**4.6.** Further service, product and price information and details of support can be found on the KLARA and ePost websites.

### 5. Warranties

**5.1.** The operating time of the system is basically 7x24h. During maintenance times, eLetter dispatch may be restricted for a limited period. Regular releases and maintenance take place.

### 6. Liability

**6.1.** KLARA's liability for late, faulty, incomplete or non-delivery of eLetter is limited to the price for the respective shipment. Any further liability of KLARA is excluded.

### 7. Legal effects of eLetter dispatch

**7.1.** The legal effect of electronic messages and information sent via eLetter is determined by legislation and the legal practice of the courts. The use of the digital transmission services, in particular for the purpose of meeting deadlines, is therefore exclusively for the benefit and at the risk of the customer. KLARA does not assume any responsibility or warranty with regard to compliance with deadlines and declines any liability due to non-compliance with deadlines.

**7.2.** The customer acknowledges that certain declarations (of intent) must be law comply with formal requirements, such as simple writing (handwritten signature). Failure to comply with the formal requirement will result in the legal invalidity of the declaration of intent in question. KLARA declines any liability for ineffective declarations.

### 8. Prices and terms of payment

**8.1.** The use of the eLetter service is subject to a fee.

**8.2.** The prices are shown on the KLARA and ePost websites.

**8.3.** The services provided shall be invoiced to the customer on a monthly basis. The invoice amount is payable within 30 days.

## **9. Data protection**

**9.1** Before sending eLetters, KLARA checks whether the eLetter recipient has an eLetterbox and whether the eLetter recipient has activated the option "receive digital items". KLARA searches for participants by means of the information which the customer has stored in KLARA about the recipient and which is noted on the documents to be sent (e.g. postal address).

**9.2.** The customer authorizes KLARA to search for eLetter recipients in his customer entries in KLARA so that the customer can be offered the eLetter dispatch option.

**9.3.** When sending the eLetter, KLARA shall ensure that

- the information exclusively reaches the party selected by the customer on the basis of the existing address;
- the information transfer is end-to-end encrypted and the eLetter is only visible to the recipients selected by the customer;
- the log and protocol data necessary for the transfer of information are protected against unauthorized access;
- the eLetters remain protected by appropriate security standards as long as they do not leave KLARA's systems;
- control over the handling and dissemination of an eLetter is held solely by the party in whose possession it is at the time (e.g. paying a bill, deleting the information, forwarding it to another party/household member, etc.).

Version 1.0, 12<sup>th</sup> October 2021