ePost GENERAL TERMS AND CONDITIONS
for business and private customers

1. General provisions

1.1 These General Terms and Conditions ("GTC") apply to the ePost offers and services. ePost is offered by KLARA Business AG, a digitisation specialist of Swiss Post ("KLARA").

1.2 Upon registering with ePost, customers ("the User") accept these GTC and issue ePost an order to process certain data in accordance with the respective services. In addition, the enclosed Data Processing Agreement ("DPA") is concluded upon registration.

1.3 These GTC apply to all offers and services of ePost. Separate, additional terms and conditions may apply to the use of individual modules. In the event of contradictions, the respective supplementary terms and conditions shall take precedence.

2. Scope

2.1 With its "Software as a Service" offering, ePost enables private individuals and companies to handle administrative and business-related processes in the areas of communication, payment transactions, and sending and receiving mail in a largely automated manner. The services and functionalities are described in detail on the ePost websites.

2.2 The services provided by ePost may be subject to a charge. The User may subscribe to additional services and modules ("widget offerings") separately.

2.3 The User is granted the non-exclusive right to use the selected cloud-based services and widget offerings for a fee for the duration of the respective contract.

2.4 Rights of use are non-transferable and cannot be sublicensed.

2.5 ePost is authorised to engage third parties for the provision of its services and customer support.

2.6 Third-party widgets may be offered. The provisions of the respective third party apply to the use of its services.

2.7 All rights to the software, the trade mark and the procedures relating to the offers and services remain with ePost. The User receives a right of use in accordance with these GTC.

3. Registration

3.1 The User must create an account in order to use ePost. Registration enables the User to authenticate himself/herself. ePost may require additional identification steps for certain applications.

3.2 The User undertakes to provide complete and truthful information during registration and other user actions, to keep all information up to date (in particular e-mail and physical delivery addresses) and to make updates and correct errors without delay. By registering, the User confirms that he/she has the capacity to act or that he/she holds power of representation and that he/she is acting with the consent of any legal representative.

3.3 ePost reserves the right to reject applications for registration without giving reasons.

4. Support

Support is available to users.

5. Conclusion of the contract

5.1 By activating the respective widget, the User becomes bound by the contract.

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

6. Term of the contract and termination

6.1 The term of the contract begins at the time the User places their order pursuant to 5.1, provided approval is not declined as described in 5.2.

6.2 The contract shall be concluded for the period of use selected when the order is placed. If it is not cancelled, it is extended by the same period of use.

6.3 In the case of a monthly usage period, the contract can be cancelled at the end of each month.

6.4 Annual contracts can be cancelled at the end of the contract year with 30 days' notice. If the cancellation is received late, the contract is extended for a further year.

6.5 Contracts can be cancelled electronically in the ePost widget store, electronically as a digital consignment in ePost, or in writing.

7. Prices and payment terms

7.1 The prices of the services and widget offerings are available on the ePost website and in the widget store.

7.2 The charges are due at the beginning of the usage period.

7.3 Depending on the end device used and the contractual relationship with the Internet provider, data traffic costs may be incurred when accessing the ePost services. This also applies to access from abroad.

7.4 ePost is entitled to adjust the prices by notifying the User at the next possible cancellation date. Reasons for such a change in the service may include, in particular, technical advancements, further development of the services or increased costs.

7.5 ePost shall carry out a check of company-related and personal data.

7.6 All prices are in CHF and exclusive of VAT, unless VAT is explicitly stated as included. Invoices from ePost are payable within 10 days of the invoice date.

7.7 If the User is in arrears with payment, default interest of 5% per annum shall be due. Reminders for non-payment will be charged to the User at CHF 20 per reminder, in addition to other collection costs. ePost reserves the right to pass on unpaid invoice balances to a debt collection company after unsuccessful reminders.

7.8 In the event of non-compliance with the payment terms, ePost may, after issuing a single reminder, restrict or discontinue the services without prior notice, temporarily block access to the applications, or terminate the contracts with the User without notice or compensation. ePost is entitled to make the release of stored data or the unblocking of access dependent in particular on the payment of outstanding debts.

7.9 There is no provision for offsetting the User's claims against KLARA's claims.

7.10 If third-party providers are commissioned to process payments, their terms and conditions apply.

8. Legal effects of ePost

8.1 The User accepts that legal effects may be associated with the delivery, receipt and dispatch of mail items. The legal effects are determined by the legislation and the legal practices of the courts. They therefore lie outside of the scope of ePost's sphere of influence. It is the responsibility of the sender and recipient to understand the legal effects of the relevant communication channels chosen (letter, delivery in ePost).

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

8.3 If the User acts on behalf of another person, he/she is obliged to obtain the necessary consent or authorisation and bear responsibility for the actions performed as a representative. ePost accepts no responsibility for actions performed on behalf of another person.

9. Data protection

9.1 The careful handling of personal data, its protection against unauthorised access and upholding confidentiality are of great importance to ePost.

9.2 The handling of personal data is described in detail in the ePost privacy policy. The latest version of the privacy policy is available on the ePost website.

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9.3 With regard to the processing by ePost of the content data that the User enters, imports or generates when using the services, an order data agreement is concluded, which is enclosed with these GTC.

9.4 ePost informs the senders with whom the User is in contact and who have the User in their database that the User would like to receive messages electronically in ePost and that the sender may send messages to them via this channel.

9.5 ePost can make data from ePost available to sender customers who are subject to federal supervision (such as banks) provided that (a) they have a relationship to the mail items of the sender concerned and (b) the data is required by the sender in order to comply with regulatory requirements. The senders to whom this provision applies can be found in ePost.

9.6 The User allows ePost to provide consignment data to senders. The following information is provided to the respective sender for each mail item: consignment identification, delivery method, processing status, reasons for non-provision in ePost.
Confirmation and the timing of mail items being opened by the User are not disclosed.

9.7 Files and mail items are semantically analysed and indexed. The relevant searchable key words obtained in this way are stored in a database. This semantic recognition and indexing forms the basis for the full-text search and any payments (made by the Customer via his/her banking institute) in ePost. Data obtained in this way is used to perform these functions only and is used for no other purpose.

10. Obligations of the User and sanctions

10.1 The User undertakes only to submit content to the application for which he/she holds the corresponding rights. Submitting content that violates the law, in particular third-party intellectual property rights or the provisions of competition law, is not permitted. Furthermore, submitted content must not be racist, pornographic or otherwise offensive.

10.2 If there are indications of illegal behaviour or behaviour in breach of contract, ePost may demand that the User use the application in accordance with the law and the contract; change, restrict or discontinue the provision of its services without prior notice or compensation; temporarily block access to the application; terminate the contract without notice or compensation and, if necessary, demand compensation for damages and indemnification against third-party claims. ePost is also entitled to remove unauthorised content immediately and without prior notice, whether or not it has been notified of such content by third parties.

10.3 In the event of misuse of the applications, in particular if a criminal offence is suspected, the data may be analysed for the purpose of clarifying the facts and, upon justified request, forwarded to the competent official authorities or the third parties affected by the misuse.

10.4 If the User has reason to believe that his/her access data has been obtained by unauthorised persons, if he/she discovers misuse of his/her account or if he/she suspects such misuse, he/she must change his/her access data immediately and notify ePost without delay.

10.5 The services and widget offerings require an Internet connection. The User is responsible for the operation of the Internet connection.

10.6 The User undertakes to install the necessary software updates on the devices.

11. Guarantee and liability

11.1 ePost endeavours to ensure high availability of its services. However, it cannot guarantee that its infrastructure and services will function without interruption or disruption. Users will be informed in advance of any unavailability during maintenance and service times. To the extent permitted by law, ePost shall not be liable for damage due to force majeure or disruptions caused in particular by a lack of Internet connection, unlawful interference with telecommunications equipment and networks, network overload, wilful obstruction of electronic access by third parties or outages.

11.2 There are no assurances or guarantees regarding availability, quality, operation or support with respect to third-party services.

11.3 The User bears full responsibility for access to his/her account. The User undertakes to keep his/her access data confidential and to make it accessible only to authorised persons. ePost accepts no responsibility whatsoever for this.

11.4 ePost shall be liable for damage caused by gross negligence and wilful misconduct. Liability for minor and moderate negligence is excluded to the extent permitted by law. In particular, ePost accepts no liability whatsoever

for indirect or consequential damages such as loss of profit, unrealised savings, additional expenses, loss of data, damage resulting from downloads or third-party claims.

11.5 ePost shall not be liable for damage caused by auxiliary persons engaged by it or by third parties (e.g. subcontractors, suppliers) as a result of minor or moderate negligence.

11.6 Claims arising from product liability and personal injury are reserved.

11.7 To the extent permitted by law, ePost shall not be liable for damages resulting from illegal use of the services or use thereof in breach of the contract. The User shall be liable for breaches of contract or the law by the User and corresponding claims by third parties. If legal action is brought against ePost due to illegal use or use in breach of the contract, the User concerned shall indemnify ePost against any third-party claims.

12. Customisation and configuring of the applications

12.1 Adjustments to the scope and functionalities of services may be made at any time, or they may be cancelled altogether. The User must be informed in advance of any major changes. The User shall be given the option of exporting all his/her data.

12.2 If adjustments lead to a significant deterioration for the User, he/she shall have the right to terminate the use of the relevant application or the entire application with one month's notice to the end of each month.

12.3 ePost may amend these GTC and supplementary terms and conditions at any time. Changes will be communicated in good time and in an appropriate manner. If the User does not agree with the changes, he/she can at any time cancel his/her account or any widgets subject to a charge with effect from the next possible cancellation date.

13. Severability clause

Should individual provisions of these GTC or supplementary terms and conditions be invalid, incomplete or unlawful or should it become impossible to fulfil them, this shall not affect the validity of the remaining parts of the contract. In this case, the parties undertake to immediately replace the provision in question with a valid provision whose content comes closest to the original intention.

14. Place of jurisdiction, applicable law

Swiss law shall apply exclusively to all questions and disputes in connection with the services, subject to the mandatory law of the User's country of residence, to the exclusion of the provisions of international private law (IPR) and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is the registered office of KLARA; mandatory places of jurisdiction remain reserved.

KLARA Business AG, March 2024