

ePost SUPPLEMENTARY TERMS AND CONDITIONS

Digital Letterbox

1. Scope

1.1. These supplementary terms and conditions for ePost Digital Letterbox ("GTC Digital Letterbox") govern the relationship between customers ("the Customer") and KLARA Business AG ("KLARA") with regard to using the ePost Digital Letterbox. ePost is offered by KLARA Business AG, a digitisation specialist of Swiss Post.

1.2. The GTC Digital Letterbox apply in addition to and as an integrated component of the General Terms and Conditions for ePost. Digital Letterbox can be combined with additional services, for which the corresponding supplementary terms and conditions also apply.

1.3. The Customer accepts these terms and conditions by activating the ePost widget.

2. Conclusion of the contract

2.1. By activating the ePost widget and confirming their acceptance of the corresponding GTC, the Customer becomes bound by the contract.

2.2. 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.

3. Term of the contract and termination

3.1. The term of the contract begins at the time the Customer places his/her order pursuant to 2.1, provided approval is not declined as described in 2.2.

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

3.3. The contract can be terminated at any time subject to a notice period of 30 days.

3.4. The contract may be terminated electronically in the ePost widget store, or in writing.

4. Services provided by ePost

4.1. The Customer is granted the right to use the Digital Letterbox 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. Digital Letterbox is an application in which electronic messages from participating organisations ("the Sender") can be received, managed and archived. The Customer can also scan documents and upload them for management and archiving purposes. The Customer selects the senders from which he/she wishes to receive messages electronically via Digital Letterbox.

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

5. Guarantees

In principle, the system operates 24 hours a day, seven days a week. However, availability is precluded during maintenance times. The Customer shall be notified of maintenance and service times in advance.

6. Legal effects of Digital Letterbox

6.1. The Customer accepts that legal effects may be associated with the delivery and receipt 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 Digital Letterbox).

6.2. 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.

7. Prices and payment terms

The basic functionalities of Digital Letterbox are free of charge. The Customer may subscribe to additional paid services.

8. Data protection

8.1. KLARA informs the senders selected by the Customer that the Customer would like to receive messages electronically in Digital Letterbox.

8.2. 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 obligations as regards guaranteeing data protection 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.

8.3. ePost operates Digital Letterbox exclusively from data centres located in Switzerland.

8.4. ePost can make data from Digital Letterbox 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 Digital Letterbox.

8.5. The Customer 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 Digital Letterbox. Confirmation and the timing of mail items being opened by the Customer are not disclosed.

8.6. 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 payment order submission function and the full-text search in Digital Letterbox. Data obtained in this way is used to perform these functions only and is used for no other purpose.

8.7. Log and protocol data is stored for up to two years for auditing reasons.

KLARA Business AG, March 2024

KLARA Business AG – Schlössli Schöneegg – Wilhelmshöhe – CH-6003 Lucerne
+41 41 329 07 00 – info@klara.ch – www.klara.ch

A digitisation specialist of Swiss Post

