

# ePost SUPPLEMENTARY TERMS AND CONDITIONS

## Scanning Service private customers

### 1. Scope

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

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

1.3 Scanning is provided exclusively for the letter channel (physical letter delivery). Scanning may only be used where corresponding forwarding orders are simultaneously in force with Post CH AG (hereinafter "Swiss Post"). KLARA requests a forwarding order from Swiss Post for and on behalf of the Customer. The services associated with the forwarding order are governed by the GTC Redirect mail.

### 2. Termination

2.1 The Customer can terminate the contract by deactivating the widget in the widget store. ePost can terminate the contract in writing via e-letter, e-mail or postal letter.

2.2 In the event of termination, ePost and Swiss Post shall deactivate the relevant forwarding orders as quickly as possible. In exceptional cases, it may take up to 3 working days to complete the deactivation. During this time, consignments shall continue to be sent to the scanning centre, where they will be opened, scanned, placed in a new envelope and physically delivered to the Customer.

### 3. Services provided by ePost

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

3.2 The Scanning service involves ePost recording machine-sortable letter mail addressed to the Customer at one of its processing sites and then creating electronic images of the respective consignment content (hereinafter referred to as "scans"), provided that this is possible and agreed upon.

3.3 Mail items from the defined list of exceptions that are not to be scanned will be reintroduced into Swiss Post's ordinary delivery process on a daily basis and delivered by Swiss Post to the Customer in physical form.

3.4 Some consignment types are completely or partially excluded from the scanning offer (e.g. court and debt collection documents or cash on delivery consignments). These either do not reach the scanning centre at all or are forwarded unopened to the Customer's home address with A-Post Plus (trackable).

3.5 For a fee, scanned consignments can be ordered as a physical original within 25 days of receipt. After this deadline, any remaining consignments and the scans will be professionally destroyed.

3.6 If the service fails, the Customer will be informed and the consignments in question will then be sent to him/her via Swiss Post's ordinary delivery process.

3.7 The output format of scanned documents is "searchable PDF" (PDF/A, 300 dpi, colour, with full text without error corrections).

3.8 As a rule, consignments are made available to the Customer digitally on a daily basis from Monday to Friday (excluding public holidays). The public holidays on which no processing take place are listed in the product description on the website.

### 4. Detailed regulations concerning the service

4.1 As a basic principle, ePost shall scan the content of consignments with automatically recognised addresses.

4.2. The following consignments, which would need to be opened in order to ascertain that they should not or may not be scanned, will be forwarded unscanned to the Customer as a physical original.

- Content not on paper (e.g. objects)
- Valuable content (banknotes, vouchers, tickets, etc.)

- Documents with PINs and passwords
- Newspapers
- Formats smaller than A6 / larger than A4

4.3. For consignments that cannot be scanned in full, the Customer will receive a digital preview in the ePost app (preview function). Not all content is scanned (pages, physical objects, etc.). It is the Customer's responsibility to order the originals of these consignments within 25 days if required. After 25 days, the physical consignment will be completely destroyed.

### 5. Misuse

5.1 The service applies exclusively to postal items intended for the Customer that are delivered by third parties. The service only applies to normal consignment and order volumes from private individuals. ePost bases its service on the experience of Swiss Post. If ePost can demonstrate that the use deviates significantly from normal use, or if there are indications that the service is being used for special deliveries, ePost reserves the right to discontinue or restrict the provision of the service at any time, or to take other suitable measures. A "deviation from normal use" or use for "special deliveries" means that the service is being misused or abused. Examples of this include the delivery of items to the Customer's own address (with the intention of digitising documents); the forwarding of items from third parties to the destination address relevant to the offer; the use of the service for business purposes, or an unusually high number of "unscannable" documents. If ePost suspects a case of misuse, it will confront the Customer with its suspicions. If misuse is found to have occurred and the Customer is unwilling to cease such use, ePost will take appropriate measures.

### 6. Authorisations and delivery policies

6.1 The Customer expressly authorises ePost and its subcontractors to accept on his/her behalf, open, where appropriate, and scan in consignments addressed to him/her that can be received via the Scanning service.

6.2 This authorisation expressly includes registered consignments (R), court documents (GU) and debt collection documents (BU), the latter two being forwarded unopened as A-Post Plus. A subcontractor working on behalf of ePost shall provide a signature in the Customer's name for all consignments addressed to the Customer. These are deemed to have been delivered to the Customer when they are accepted at one of ePost's processing sites.

6.3 The Customer is aware that the delivery of certain consignments can trigger legal deadlines in accordance with the authoritative legislation and court practice and that this also applies to the use of Scanning and the receipt of individual consignments by ePost. In particular, the date and time when the Customer actually receives/received notification of receipt of the relevant consignments is not decisive in this respect. Moreover, delays may occur in electronic transmission. The Customer shall therefore use Scanning and the data transfer exclusively for his/her benefit and at his/her own risk.

6.4 ePost is authorised to remove and destroy accompanying material of low value (plastic folders, backing cardboard, etc.) when processing consignments.

6.5 The service can only be ordered to an address that is known to Swiss Post and is deemed deliverable. For the physical delivery of forwarded items and purchase orders, the letterbox at this address must be labelled and emptied accordingly. If this is not the case, the corresponding redirection (forwarding order) will be deactivated within 14 days following a single written reminder by e-mail. However, the service will remain active for a fee and must be cancelled separately by the Customer in the widget store.

6.6 If forwarded items or purchase orders cannot be delivered due to an undeliverable address and are returned to ePost, an attempt will be made to find a deliverable address for the Customer. If this is not successful after reasonable efforts have been made, ePost reserves the right to destroy returned consignments. This excludes consignments with official content (such as ID cards, court and debt collection documents). These will be returned to the original sender. ePost reserves the right to charge the Customer for the costs incurred and its internal expenses.

### 7. Data protection

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

A digitisation specialist of Swiss Post



7.1 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.

KLARA Business AG, March 2024