



KLARA

A Post member company.

Supplementary Terms and Conditions

KLARA ePost

1. Scope

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

1.2. The GTC ePost apply in addition to and as an integrated component of the General Terms and Conditions for KLARA. ePost 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 explicitly during the registration process.

2. Conclusion of the contract

2.1. By activating ePost 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 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 term of the contract begins at the time the Customer places their 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 as a digital consignment in ePost, or in writing.

4. Services provided by KLARA

4.1. The Customer is granted the right to use the ePost 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. ePost offers functionalities that simplify administrative work for the Customer, such as a digital private letter box. This can be used to receive, manage and archive electronic messages from participating senders. The Customer can also scan documents and upload them for management and archiving purposes. Depending on the document, the Customer can perform interactions such as making payments.

By activating ePost, the Customer consents to senders contacting them digitally via this channel.

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

4.5. Services may be 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. 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 ePost

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 KLARA'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).

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

7. Prices and payment terms

7.1. The basic functionalities of ePost are free of charge. The Customer may subscribe to additional paid services that may be used in combination with ePost.

8. Data protection

8.1. KLARA informs the senders with whom the Customer is in contact, and who hold the Customer's data in their master data, that the Customer would like to receive messages electronically in ePost and that the sender may send messages to them via this channel.

8.2. The Customer agrees to KLARA 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 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.

8.3. KLARA operates ePost exclusively from data centers located in Switzerland.

8.4. KLARA 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 E-Post.

8.5. The Customer allows KLARA 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 Customer are not disclosed.

8.6. Files and mail items are semantically analyzed 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.

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

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