

# **Supplementary Terms and Conditions**

# E-mail service from ePost

#### 1. Scope

**1.1** These supplementary terms and conditions for the e-mail service from ePost ("E-mail GTCs") govern the relationship between customers ("the Customer") and KLARA Business Ltd as the service provider ("KLARA") with regard to using the E-mail service from ePost ("E-mail service").

**1.2** These E-mail GTCs shall apply in addition to and as an integral part of the General Terms and Conditions for KLARA.

## 2. Conclusion of the contract

**2.1** By activating the E-mail service 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 may be terminated by the Customer at any time, and by KLARA subject to a notice period of three months to the end of a calendar month.

3.4 The contract may be terminated electronically or in writing.

# 4. Services provided by KLARA

**4.1** In return for payment, the Customer is granted the right to use the E-mail 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 The E-mail service primarily offers the following services:

An @epost.ch e-mail address

- Access via web client and IMAP
- Maximum storage space of 5GB
- Address book
- Calendar
- Anti-spam and anti-virus functions

**4.5** Detailed information regarding services, products, prices and support is available on the KLARA and ePost website.

4.6 The services are provided in cooperation with third parties.

#### 5. Anti-malware measures

KLARA keeps its spam, phishing and virus filters up to date with the latest technology. KLARA has the right to move harmful e-mails (e.g. phishing, viruses, worms) that were not recognized by the filters to the spam folder in the customer's mailbox. KLARA can filter e-mails that are sent via the E-mail service regarding sending malware (e.g. viruses, worms, etc.), illegal use (e.g. sending spam) and, if necessary, block the e-mails.

# 6. Warranty

**6.1** KLARA provides no guarantee that the functions of the E-mail service will run properly on all end devices. KLARA provides no guarantee that the malware filter will provide complete protection against receipt of malware-infected e-mails or spam.

**6.2** KLARA accepts no liability for any damage to the customer's system caused by e-mails infected with malware. The customer is responsible for implementing measures to prevent the receipt and dissemination of spam, phishing e-mails and malware on their systems.

#### 7. Deletion of the e-mail account

KLARA reserves the right to delete the e-mail account, including all services contained therein without prior notice, if it is not used for at least 365 days. The e-mail address, address book and calendar together with their contents (e-mails, contacts, appointments, tasks) are deleted. This does not grant the customer any claims for damages against KLARA.

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