



KLARA
Simplifies your business.

Supplementary Terms and Conditions

Scanning Service

1. Scope

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

1.2 These GTC Scanning Service shall apply in addition to and as an integral part of the General Terms and Conditions for KLARA.

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 Ltd (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](#)). Swiss Post excludes certain consignment types from the Scanning offer either in full or in part (e.g. court and debt collection documents or cash on delivery consignments).

2. Conclusion of the contract

2.1 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 start date for the service is set out in the order process. The contract shall be concluded for an indefinite period.

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

3.3 The contract may be terminated electronically or in writing.

4. Services provided by KLARA

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

4.2 The Scanning service involves KLARA 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.

4.3 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.

4.4 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.

4.5 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.

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

4.7 Consignments are processed on Monday to Friday (excluding public holidays) from 7 a.m. to 5 p.m. Swiss time. The public holidays on which no processing take place are listed in the product description on the website.

5. Detailed regulations concerning the service

5.1 As a basic principle, KLARA shall scan the content of consignments with automatically recognized addresses.

5.2 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
- Valuable content (banknotes, vouchers, tickets, etc.)
- Documents with PINs and passwords
- Newspapers, magazines, brochures
- Formats smaller than A6 / larger than A4

6. Authorizations and delivery policies

6.1 The Customer expressly authorizes KLARA 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 authorization expressly includes registered consignments (R). A subcontractor working on behalf of KLARA 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 KLARA'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 KLARA. 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.

7. Prices and payment terms

7.1 The services and prices can be found on the KLARA and E-Post websites.

7.2 The services provided shall be invoiced to the Customer on a monthly basis. Invoices are payable within 10 days.

8. Data protection

8.1 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.

8.2 KLARA operates Scanning exclusively from scanning centres located in Switzerland.

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