

GENERAL TERMS AND CONDITIONS OF BUSINESS

for business and private customers

1. General and scope

1.1 These General Terms and Conditions ('GTC') apply to all offers and services of ePost Service AG ('ePost'), a digitalisation specialist from Swiss Post.

1.2 By registering with ePost, customers ('users') accept these GTC and give ePost the order to process their data in accordance with the respective services. At the same time, the attached contract for commissioned data processing ('ADV') is concluded.

1.3 These GTC apply to all users – private customers (PC) and business customers (BC) alike. Clauses that apply exclusively to business customers are marked with the note [only BC]. Additional terms and conditions may apply to individual service modules; in the event of a contradiction, these take precedence.

1.4 ePost Service AG provides its services as part of the basic service obligation in accordance with the Postal Regulation (VPG) and is subject to the supervision of the Federal Postal Commission (PostCom). The services provided include in particular:

- (a) Operation of a platform for the reception, sorting, delivery and intermediate storage of electronic communications;
- (b) Providing a user interface and interfaces;
- (c) Delivery of electronic consignments via the electronic or hybrid channel;
- (d) Printing, enveloping, franking and handing over of consignments as a physical letter or parcel;
- (e) Notification of the recipient after service;
- (f) Identification and authentication of users.

2. Scope of services

2.1 ePost is a 'Software-as-a-Service' solution that enables private individuals and companies to electronically manage administrative and business-related processes in the areas of communication, payment transactions, and mail sending and receiving. Detailed information on services, prices and products is available on the ePost website and in the Widget Store.

2.2 Services may be subject to a fee. Additional modules ('widget offers') can be subscribed to separately. For the duration of the respective contract, the user is granted a paid, non-exclusive, non-transferable and non-sublicensable right of use to the selected services. All rights to software, trademarks and processes remain with ePost.

2.3 ePost is entitled to engage third parties to provide services. Offers from third-party providers are subject to their own terms and conditions.

2.4 [only GK] ePost Service AG grants third parties non-discriminatory and transparent access to the facilities and services of the hybrid delivery system via secure interfaces (API). API access is subject to authentication, rate-limiting and audit logging mechanisms. Disputes over interface access can be submitted to PostCom for decision.

2.5 [only GK] Business customers who send electronic bulk mailings conclude a written forwarding contract with ePost Service AG at individual conditions; these GTCs apply in addition.

3. Authorisation to use and registration

3.1 Natural and legal persons with a residence, registered office or branch in Switzerland are entitled to use the service.

3.2 Minors can only use the platform through their legal guardians. Personal user accounts are only activated after reaching the age of majority.

3.3 [only GK] Authorities and Business customers register via the B2B onboarding process using an organisation certificate or API token.

3.4 The user undertakes to provide complete and truthful information during registration and in the course of using the service, to keep this information up to date at all times and to correct any changes – in particular to e-mail and delivery addresses – without delay. By registering, the user confirms that they are capable of acting or authorised to act on behalf of the person concerned and, where necessary, that they are acting with the consent of the legal representative.

3.5 ePost reserves the right to reject registrations without giving reasons.

4. Identification and Authentication

4.1 All users are required to identify and authenticate themselves. The following methods are available for identification:

- (a) validation of the residential address by letter;
- (b) Presentation of a recognised identity document in accordance with the requirements of the PostCom.

4.2 ePost Service AG uses multi-factor authentication (MFA) according to the current state of the art.

4.3 Users who use the identity of a non-existent or non-consenting person will be blocked from access.

4.4 [only GK] For business customers, registration is carried out in accordance with Section 3.3. For individual services, more extensive identification requirements may apply; these are described in the Supplementary Terms and Conditions or on the website.

5. Support

5.1 Information about the available support is available on the ePost website.

6. Contract conclusion

6.1 The contract is concluded with the activation of the respective widget and is subject to approval by ePost. Any rejection will be communicated to the user within 10 working days of the order, if possible. Any deviating provisions in the Supplementary Terms and Conditions – such as activation upon the first delivery – take precedence.

7. Delivery: Consent, Channel Choice and Blocking

7.1 Electronic delivery requires the express and voluntary consent of the recipient. This is obtained electronically during registration and is recorded. The consent can be revoked at any time without giving reasons and without incurring any costs; the switch to hybrid delivery takes effect immediately.

7.2 Each recipient can block individual senders or inform them that they do not want to receive any further messages with similar content via the platform. Excluded are senders in connection with electronic legal proceedings, in particular courts and enforcement authorities.

7.3 ePost notifies the sender in the user's data record that they wish to receive electronic mail via ePost.

8. Hybrid delivery

8.1 Users without electronic consent, after revocation of their consent or in the event of sender blocking, will receive their shipments via the hybrid channel (physical letter or parcel). If the shipment is submitted on a weekday, it will be produced and handed over to Post CH AG on the same day; if it is submitted on a Saturday, Sunday or public holiday, it will be produced and handed over on the next weekday.

8.2 The deadlines in accordance with point 8.1 apply to individual shipments under general conditions. For bulk mailings and product-specific delivery deadlines, the respective Supplementary Terms and Conditions apply.

9. Delivery confirmations

9.1 After each delivery, the consignor shall receive a confirmation of receipt. On request, the following shall be issued: (a) a retrieval confirmation as soon as the consignment has been retrieved for the first time; (b) a non-retrieval confirmation if the consignment has not been retrieved by the end of the seventh day after delivery. If a consignment cannot be delivered or can only be delivered with delay, the consignor shall be informed without delay.

9.2 The confirmations in accordance with point 9, paragraph 1, are limited to the information mentioned there. Further information about the reading behaviour of the recipient is not disclosed, unless express consent or product-specific provisions provide otherwise.



10. Contract Duration and Termination

10.1 The contractual term begins with the order in accordance with Section 6.1. The contract is concluded for an indefinite period and is valid for the duration of the user's use of the services. The user may terminate the contract at any time with a notice period of 30 days. For individual paid services or additional modules, different notice periods or minimum contractual terms may apply. These are specified in the respective additional terms and conditions.

10.2 The termination is made electronically in the Widget Store, as a digital transmission in ePost or in writing. Deviating termination regulations in the Supplementary Terms and Conditions take precedence.

10.3 A user account is deleted if the user has not logged in for more than two years. The deletion is announced in advance, so that data can be downloaded or the account can be reactivated. Subsequently, all data that is no longer required is destroyed in compliance with statutory deadlines.

11. Prices, Payment and Terms and Conditions Publication

11.1 ePost Service AG publishes its GTC and list prices in the current version on its website and ensures free access in electronic and paper form. Changes to the GTC are communicated in advance with a reasonable notice period.

11.2 Prices are due at the beginning of the respective usage period. When using ePost, data costs may be incurred depending on the terminal device or internet contract, even for access from abroad. ePost carries out a check of company and personal data.

11.3 ePost may adjust prices with notice of the next possible termination date. The reasons for this are in particular technical progress, further development of services or increased costs.

11.4 All prices are in CHF, excluding VAT, unless otherwise expressly stated. Invoices are payable within 10 days of the invoice date. In the event of late payment, a late payment interest of 5% per annum is due; reminders are charged at CHF 20 per reminder, plus additional collection costs. Unpaid receivables may be assigned to a debt collection agency after unsuccessful reminders.

11.5 If payment deadlines are not met, ePost may, after a single reminder, restrict or suspend services, block access or terminate contracts without notice or compensation. The release of stored data or the unblocking of access may be made conditional on the settlement of outstanding debts. The offsetting of user claims against claims of ePost is excluded. The terms and conditions of third-party payment processors apply to payment processing by third-party providers.

12. Legal effects

12.1 The delivery, receipt and dispatch of consignments may be associated with legal effects. The sender and recipient are themselves responsible for knowing the legal effects of the chosen communication channel. ePost does not assume any responsibility for compliance with deadlines.

12.2 If a user acts on behalf of another person, he or she is obliged to obtain the necessary power of attorney or consent; he or she bears full responsibility for actions taken on behalf of others.

12.3 Certain declarations of intent must comply with statutory formal requirements, such as simple written form. The user is responsible for choosing the appropriate channel. In the case of physical delivery, the delivery obligation of ePost is considered fulfilled when the consignments are handed over to Post CH AG; the conditions of the latter then apply to delivery deadlines.

13. Communities communication platform

13.1 For the use of 'Communities,' the provisions of this section also apply. The platform offers functions for communication and collaboration with end-to-end encryption, document and message exchange, as well as the possibility of creating own Communities and structured channels.

13.2 The user is solely responsible for ensuring that they have all the necessary rights and licences to the content they publish, that the use of the content does not infringe any third-party rights – including personal rights – and that no third-party rights are known to the user at the time of publication.

13.3 Publishing unlawful, racist, pornographic, violent or otherwise offensive content is prohibited. Such content must be removed immediately or reported to the channel administrator.

13.4 ePost can deactivate user accounts and channels in the event of a breach of these provisions or the netiquette. Payment obligations remain in effect. The user undertakes to indemnify ePost from all third-party claims arising from the user's use of the Communities at the first request.

14. Address Book and Contact Synchronisation

14.1 To use the ePost functions, in particular to send letters, use communities and the communication platform, the user can synchronise his address book with ePost. In this process, the user's contact data, namely name, address, telephone number and e-mail address, are transmitted and stored exclusively in encrypted form. The processing is carried out for the purpose of recipient management, the correct addressing of mailings and to display which contacts of the user already use ePost.

14.2 The data will be processed exclusively for these purposes and will not be used for marketing purposes. Disclosure to third parties will only take place if this is necessary for the technical provision or if there is a legal obligation to do so.

14.3 Use of this function is voluntary. The user can revoke their consent at any time with effect for the future and deactivate the synchronisation and use of the address book in the settings.

14.4 The user is responsible for any further information obligations or consents to or from their contacts themselves.

15. Data protection and data processing

15.1 The careful handling of data and their protection from unauthorised access are of high priority at ePost. The current version of the data protection declaration can be viewed on the ePost website. The attached ADV applies to the processing of content data.

15.2 ePost Service AG processes personal data only to the extent necessary for the provision of the services of the hybrid delivery system. All data is processed in Switzerland in accordance with Swiss law. There is no transfer to unauthorised third parties and no use of the contents of consignments for marketing, profiling or statistical purposes.

15.3 The following data categories are processed:

- (a) Master and contact data for delivery and contract management;
- (b) Authentication data for access security;
- (c) Payment data (tokenised) for billing and accounting;
- (d) Document content (encrypted) exclusively for delivery and categorisation (e.g. document type invoice);
- (e) Metadata and logs for delivery proof and security and billing purposes.

15.4 Clear text content of broadcasts is not permanently stored.

15.5 Content data (document contents, attachments) and meta data (metadata such as sender, recipient, time stamp, routing information) are logically separated and stored and processed; there are separate access control mechanisms for both categories.

15.6 The transfer of address data to third parties requires the consent of the person concerned. Refusal of consent has no cost consequences.

15.7 ePost can make available to sender customers under state supervision (e.g. banks) data that is related to the consignments of the relevant sender and is required to comply with supervisory requirements. The relevant senders are listed in ePost.

15.8 The user authorises ePost to disclose the following shipment data to senders: shipment identification, type of delivery, processing status and reasons for non-delivery. Further details about reading habits will not be disclosed; this does not affect confirmations in accordance with Section 9.1 and the express consent of the user.

15.9 Files and messages are semantically analysed and indexed to enable full-text search and payment functions. The data obtained from this is processed exclusively for this purpose.

15.10 ePost uses carefully selected subcontractors – in particular for cloud infrastructure, identity verification and payment processing. All subcontractors are contractually obliged to comply with the DSG and to process data exclusively in Switzerland. An up-to-date list of subcontractors can be viewed at <https://www.epost.ch/en/subcontractor>.



15.11 [only GK] Senders are responsible as data protection controllers within the meaning of the DSG for the legality of the consignments sent and the personal data contained in them. They ensure that recipients are informed about the use of their data. Consignments with illegal content or those that violate security requirements may be rejected.

16. Data security

16.1 All stored and transmitted data are encrypted in accordance with the current state of the art. All technical and organisational security measures are documented in writing; data processing is logged automatically. ePost operates a risk-based system for the detection and handling of security incidents.

16.2 The platform is operated exclusively in Swiss data centres; infrastructure partners and subcontractors are accordingly contractually bound. Exceptions require the written approval of ePost Service AG and are communicated to users in advance.

16.3 Safety-related incidents are reported to PostCom without delay. Affected users are informed in accordance with the legal requirements (e.g. DSG, ISG); the communication includes the type and scope of the incident, the data affected, the immediate measures taken and the planned preventive measures.

17. Retention periods and data deletion

17.1 Electronic mail and delivery confirmation notices are deleted 90 days after delivery. If there are legal obligations to retain or store the data, deletion is suspended and documented. After delivery, the further storage is in the user's personal mailbox; ePost does not have any read access to the content.

17.2 For other data categories, the following retention periods apply:

- (a) Master and contact data: Deletion upon account closure;
- (b) Authentication data/device ID: 30 days;
- (c) Payment data: 10 years;
- (d) Metadata/Detail Logs: 90 days;
- (e) Security and audit logs: 400 days;
- (f) Backup snapshots: Rotation every 30 days. Deletion is automated.

17.3 Product-specific storage periods are determined by the respective Supplementary Terms and Conditions.

18. User obligations and sanctions

18.1 Users may only submit content for which they possess the necessary rights. Content that infringes intellectual property rights, competition law or other legal provisions, or that is racist, pornographic or otherwise offensive, is not permitted.

18.2 In the event of unlawful or contractual conduct, ePost may require the user to comply with the terms, restrict or suspend services without prior notice, block access, terminate the contract without notice or compensation, and claim damages and indemnification against third-party claims. Unacceptable content may be removed without prior notice.

18.3 Users who discover or suspect that their access data have been misused, shall change them immediately and notify ePost without delay.

18.4 The user is responsible for the internet connection and necessary software updates on their own devices.

19. Warranty and Liability

19.1 ePost strives to ensure high availability of its services, but does not guarantee uninterrupted operation. No liability is assumed for damages caused by force majeure, network disruptions, unlawful interventions by third parties or other events not attributable to ePost.

19.2 ePost is liable for damages resulting from delivery delays or system failures only in cases of intent or gross negligence. No liability is accepted for interruptions that are due to force majeure or measures taken by third parties. Affected users are informed immediately in the event of delivery delays.

19.3 ePost does not guarantee the availability, quality or support of third-party offers. The user is responsible for the security of his or her access and the confidentiality of his or her access data; ePost is not liable for any such matters.

19.4 ePost is liable for damages only in cases of intent or gross negligence. Liability for slight negligence as well as for indirect, indirect or consequential damages – in particular loss of profit, unrealised savings,

Additional expenses or claims by third parties are excluded. Liability for auxiliary persons and third parties involved in cases of slight or moderate negligence is also excluded.

19.5 ePost takes measures to prevent data loss (redundant storage, backups, integrity checks). In the event of irretrievable data loss, ePost is only liable in the event of intent or gross negligence; affected users are informed without delay. Users are advised to also back up important messages locally.

19.6 [only GK] ePost accepts no liability for damage resulting from incomplete, incorrect or outdated recipient details provided by the sender. Automated plausibility checks are part of the service; however, a complete verification of all recipient details before dispatch is not.

19.7 Claims arising from product liability and personal injury are excluded. The user alone is liable for damage resulting from use that is contrary to law or contract; the user shall indemnify ePost in full at the first request.

20. Accessibility

20.1 ePost Service AG provides accessible user interfaces and apps that include screen reader support, WCAG-compliant contrasts, and keyboard navigation. Special conditions for blind mailings are granted in accordance with legal requirements.

21. Adaptation and adjustment of services

21.1 ePost can adapt or suspend the scope of services and functionalities at any time. Users will be informed in advance of any significant changes; the export of their own data is possible at any time.

21.2 If the adjustments lead to a significant deterioration for the user, the user may terminate the application concerned with one month's notice at the end of each month.

21.3 ePost may change these GTC and Supplementary Terms and Conditions at any time. Changes will be notified in good time. If the user does not agree with the changes, he or she may terminate his or her account at any time – paid widgets to the next possible termination date.

22. Customer Service and Dispute Resolution

Users who are not satisfied with a service or decision made by ePost Service AG can contact the customer service. In any case, the competent conciliation body (<https://www.ombud-postcom.ch/>) can be contacted.

23. Salvage clause

If individual provisions of these GTC are invalid, incomplete or impracticable, the validity of the remaining provisions shall not be affected. Invalid provisions shall be replaced by a valid provision that comes as close as possible to the original intention.

24. Applicable law and jurisdiction

24.1 Swiss law alone applies, to the exclusion of international private law (IPR) and the UN Sales Convention (CISG).

24.2 The exclusive place of jurisdiction is the registered office of ePost Service AG; compulsory places of jurisdiction remain reserved.

24.3 In the event of any discrepancies or contradictions between the present GTC in German and GTC in other languages, the German version shall be deemed to be authoritative and shall take precedence over the other language versions.

ePost Service AG, March 2026

