

ePost SUPPLEMENTARY TERMS AND CONDITIONS for the ePost SecureSend Service

1. Scope

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

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

2. Conclusion of the contract

2.1. The contract is activated upon the first mailing via ePost and a message containing the relevant information is sent to the Customer.

3. Term of the contract and termination

3.1. The contract shall be concluded for an indefinite period.

3.2. The contract may be terminated by the Customer subject to a one-month notice period, and by ePost subject to a three-month notice period, at the end of a calendar month.

4. Services provided by ePost

4.1. The Customer is granted the right to use the ePost SecureSend Service and Branded Letter and Branded Folder services for a fee for the duration of the contract.

4.2. The Customer may submit mail items electronically in accordance with ePost's requirements.

4.3. Mail items are sent electronically using an e-post-first strategy. Possible delivery channels include ePost, eBill and email. If mail items are sent in a physical form, the items are printed, placed in envelopes and passed on to Swiss Post for delivery as a letter. ePost decides between physical and electronic delivery at its own discretion.

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

4.5. The services are partially provided in cooperation with third parties. Third-party services are provided in accordance with their provisions (e.g. Swiss Post's provisions for the delivery of physical letters).

5. Guarantees

5.1. Messages are delivered via the ePost app and can be read there by recipients. Unread messages are stored for a period of 60 days.

5.2. In the case of a physical delivery, if the data is submitted by 6 a.m. on a working day, the letter will be produced and handed over to Swiss Post for A Mail, A Mail Plus and registered mail on the same day; if it is submitted later or for another product, this will be done on the next working day.

6. Obligations of the Customer

6.1. The Customer undertakes to submit his/her data in accordance with ePost's document requirements. The specifications are available on the ePost website.

7. Legal effects of ePost SecureSend Service

7.1. The legal effects of the mail items sent via ePost SecureSend Service are determined by the legislation and the legal practices of the courts. The Customer shall therefore use the service for the purpose of adhering to deadlines exclusively for his/her benefit and at his/her own risk.

7.2. With regard to adhering to deadlines, it should be noted that delays may occur during electronic submission. ePost shall not accept any responsibility in this regard.

7.3. The Customer acknowledges that certain declarations (of intent) must meet formal requirements in accordance with the law, such as the simple written form (handwritten signature).

7.4. In the case of physical delivery, ePost's obligations are met when the finished letters are handed over to Swiss Post. Swiss Post's provisions apply to delivery periods.

8. Prices and payment terms

8.1. The services and relevant prices are available on the website <https://www.epost.ch/en/>.

8.2. The fee for the message shall be charged upon mailing, regardless of whether the recipient has the ePost app at the time of mailing.

8.3. The services provided shall be invoiced to the Customer monthly. The invoice amount is payable within 30 days.

8.4. The postage costs for the mail items handed over for physical mailing shall be invoiced to the Customer by ePost.

9. Data protection

9.1. If the Customer processes third-party data when using ePost SecureSend Service, he/she shall remain the sole data controller for the data subjects.

9.2. 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 data protection obligations 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.

9.3. ePost operates ePost SecureSend Service exclusively from data centres located in Switzerland.

ePost, July 2024

