DATA PROCESSING AGREEMENT (DPA)
ePost

between

THE CONTROLLER
Customer of ePost services

and THE PROCESSOR for ePost:
ePost Service AG
A digitalisation specialist of Swiss Post
Schlössli Schönegg
Wilhelmshöhe 1
6003 Lucerne

Subject matter of data processing

1. Subject matter of data processing

1.1 The Processor provides the Controller with a digital platform comprising various modules designed to simplify everyday office administration, the dispatch of postal letters and the scanning of documents. Personal data processed by the Controller is transferred to the Processor as part of Software-as-a-Service (SaaS) services.

1.2 The Controller processes data when using the Processor's products (hereinafter the 'Service'). Data processing comprises the activities described in the General Terms and Conditions (hereinafter the 'GTC'), any Supplementary Terms and Conditions, the Privacy Policy (hereinafter the 'Privacy Policy') and the current service description on the Processor's website.

1.3 By registering an ePost user account, the Controller enters into this Data Processing Agreement with the Processor as part of the contract and in addition to the GTC, and issues the Processor with the corresponding data processing instructions.

2. Categories of data subjects

2.1 The categories of persons concerned depend on the services used by the Controller and the data transmitted through those services. They may include, in particular, the following categories (this list is not exhaustive):
• Data relating to the Controller's employees
• Data relating to the Controller's customers
• Data relating to the Controller's partners
• Data relating to the Controller's suppliers

• Recipients, senders and potential recipients of documents (ePost)

3. Rights and obligations of the Processor

3.1 This Agreement applies insofar as the Processor processes personal data on behalf of the Controller.

3.2 The Processor undertakes to process personal data in compliance with data protection requirements and to implement appropriate technical and organisational measures to ensure confidentiality, availability and integrity. The Processor regularly reviews the effectiveness of the technical and organisational measures adopted and adjusts them where necessary. No prior consent from the Controller is required for such adjustments, provided that the existing level of security is not reduced.

3.3 The Processor processes personal data for as long as the contractual relationship between it and the Controller continues. The Processor deletes the data covered by the contract when instructed to do so by the Controller, if the Controller is unable to delete it itself. This does not apply to data whose further processing is required by law. The Processor may also use anonymised data for its own purposes.

3.4 As soon as the Processor becomes aware of a data protection breach, it takes appropriate measures to mitigate adverse consequences for the data subjects. Where the Controller's data is affected, the Processor informs the Controller as quickly as possible, stating the nature of the breach, the data affected, the possible consequences and the measures taken.

3.5 The processing locations are governed by clauses 16.2 and 16.3 of the GTC. By using optional additional services and functions under clause 1.5 of the GTC, the Controller instructs the Processor to carry out the associated data processing in accordance with clause 16.3 of the GTC.

4. Rights and obligations of the Controller

4.1 Within the contractual relationship, the Controller is responsible for the lawfulness of the disclosure of personal data to the Processor and for the lawfulness of the data processing. The Controller ensures that the necessary conditions for data processing are met and, if they cease to apply, takes the necessary measures, in particular deleting the data concerned, unless statutory retention obligations prevent this.

4.2 The Controller has the right to obtain information, before and during data processing, about the technical and organisational measures adopted by the Processor to safeguard data security.

4.3 The Controller is responsible for the security of data on end devices and during transmission to the Processor.

4.4 The Controller has the right to contact the Processor with questions concerning data processing and compliance with this Agreement.

5. Confidentiality obligations

5.1 When processing data for the Controller, the Processor is obliged to maintain data secrecy and preserve the confidentiality of data received or otherwise obtained in connection with the engagement.

5.2 The Processor confirms that it is familiar with the applicable data protection legislation and its application.

5.3 The Processor requires all employees providing services in connection with the Controller's engagement to treat all of the Controller's data as confidential, in particular personal data processed on the Controller's behalf.

5.4 When accepting, processing, delivering and digitising postal items, whether digitally, through hybrid delivery or physically, the Processor observes postal secrecy and imposes corresponding obligations on its employees and sub-processors.

6. Requests from data subjects

6.1 If a data subject contacts the Processor with a request for rectification, erasure or information, the Processor will refer the data subject to the Controller, provided that the information supplied by the data subject makes it possible to identify the Controller. The Processor forwards the data subject's request to the Controller within a reasonable period.

6.2 The Processor may assist the Controller, within its capabilities, with data protection claims made by a data subject. In this case, the Processor is entitled to charge for the work involved.

6.3 The Processor is not liable if the Controller fails to respond to a data subject's request, responds incorrectly or fails to respond within the applicable deadline.

7. Evidence of compliance

7.1 The Processor demonstrates compliance with its obligations under this Agreement to the Controller by appropriate means, namely a self-audit or ISO 27001 certification.

7.2 If inspections by the Controller or an auditor appointed by the Controller are necessary in individual cases, they will be carried out during normal business hours, without disrupting operations, following prior notice allowing a reasonable lead time. The Controller bears the resulting audit costs. The Processor may charge the Controller for particularly high personnel costs incurred.

8. Third parties and sub-processors

8.1 The Processor may engage sub-processors to perform its contractual services. Sub-processors may be engaged provided that they comply with the requirements of this Agreement within the scope of their subcontracted activities. The Processor enters into agreements with sub-processors to the extent necessary to ensure appropriate data protection and information security measures. A list of sub-processors currently engaged in data processing is available here.

8.2 The Controller agrees that the Processor may engage the sub-processors listed on its website. Before engaging additional sub-processors, the Processor informs the Controller by updating the list of sub-processors. The Controller may register on the Processor's website to receive automatic email notifications of changes. If the Controller objects to the engagement of a new sub-processor on important data protection grounds and no mutually acceptable solution can be found, the Controller is entitled to terminate the affected Service with immediate effect on extraordinary grounds. The list of sub-processors specifies the respective processing locations.

9. Termination

9.1 Upon termination of the contract, the Processor deletes all of the Controller's data, including copies held by sub-processors, except for data necessary to comply with statutory retention obligations. Backups are deleted as part of the regular rotation cycle.

9.2 The Controller has the right to require the Processor to document and confirm the complete deletion of data in accordance with the contract.

10. Final provisions

10.1 The Processor may amend this Agreement in accordance with the provisions of the GTC. There are no oral collateral agreements.

10.2 In all other respects, the provisions of the GTC and any Supplementary Terms and Conditions apply. The Privacy Policy provides additional information on the processing of personal data.

10.3 In the event of any conflict between this Agreement and the GTC or any Supplementary Terms and Conditions, the provisions of this Agreement take precedence in matters relating to data protection.

10.4 In the event of discrepancies or contradictions between the different language versions of this Agreement, the German version shall prevail.

ePost Service AG, October 2026

ePost Service AG
Schlössli Schönegg
Wilhelmshöhe 1
6003 Luzern

Tel: +41 41 329 07 00
epost.ch