

General terms and conditions

Butler Service

- 1. Scope of application**

These General Terms and Conditions Butler Service (hereinafter referred to as GTC) govern the business relationship between the customers (hereinafter also referred to as the clientele) and EDS Media AG (Bergstrasse 58, 8706 Meilen, Switzerland; hereinafter referred to as EDS) in connection with the use of the Butler Service. References to persons apply equally to all genders as well as to a plurality of persons. The KLARA GTC apply to the use of the ePost / myKlara.ch services of KLARA Business AG.
- 2. Contract conclusion**

The contract is in principle subject to approval by EDS. The contract is concluded with the written confirmation of EDS. EDS shall inform the customer of any rejection within 5 working days of the date of registration.
- 3. Conditions for participation and use**

The use of the Butler Service is intended for customers residing in Switzerland and requires a valid postal address in Switzerland. The Butler Service can only be used if at the same time a corresponding forwarding order is in force at Swiss Post.
- 4. Service description**
 - 4.1 General**

Butler service allows receiving physical mail items (letters, magazines, newspapers, small goods items up to 2 kg.) to a central postal address, managing, scanning and transferring the items to KLARA and KLARA ePost.
 - 4.2**

EDS scans the contents of the items and makes them available electronically. The customer can then decide what is to be done with the items: e.g. destruction or forwarding by post (subject to a charge) to a delivery address specified by the customer. EDS does not affix a receipt stamp to the items. The services and functionalities are described in detail on the EDS website: www.edsmedia.ch/butler
 - 4.3 Registration**

The registration for the use of the Butler service takes place via the EDS platform and requires a completed registration with KLARA or KLARA ePost as well as a redirection of the mail to the EDS address.
 - 4.4 Special Shipments**

Customers may not receive certain shipments through Butler Service, including (but not limited to): Parcels (over 2 kg), Cash on Delivery (C.O.D.), Delivered by Hand (RMP), Items subject to tax and those with penalty postage, money orders, and debt collection documents. EDS will refuse to accept such items. The items will be returned. The same applies to similar international shipments.

EDS will forward special shipments to a delivery address specified by the customer. Parcels which arrive at EDS due to direct addressing or due to an incorrectly recorded forwarding order will be forwarded to the delivery address specified by the customer at the customer's expense
 - 4.5 Authorization and delivery principles**

The customer authorizes the EDS to receive on its behalf all items receivable through the Butler Service, including but not limited to registered mail (R). EDS shall sign on behalf of the customer for all items addressed to it. With regard to the legal effects of acceptance, reference is made to sections 8 and 9.
- 4.6 Operating hours**

Shipments are processed Monday through Friday from 09:00 to 17:00 Swiss time, except on holidays. Public holidays are: New Year's Day, Berchtold's Day, Good Friday, Easter Monday, Ascension Day, Whit Monday, May 1, Solennität (Canton Bern), Federal Day, Christmas Day, St. Stephen's Day. Telephone and e-mail support is available to the clientele during office hours.
- 5. Obligations and services of the clientele**
 - 5.1 Payment**

The client is responsible for the timely payment of the services invoiced by EDS.
 - 5.2 Address redirection forwarding order**

The customer is responsible for a postal redirection of their items by means of a forwarding order with Post CH AG to the address of EDS Media AG. The redirection is governed by the regulations of the Swiss Post and the service provision is their responsibility.
 - 5.3 Registration at KLARA or KLARA ePost**

The customer is obliged to register with KLARA Business AG for the ePost service.
 - 5.4 Passwords etc.**

The customer is obliged to keep passwords, identification codes, login data, etc. safe and not to make them accessible to anyone.
- 6. Prices and terms of payment**
 - 6.1 Prices**

The use of the Butler Service is subject to a fee. The customer bears all the costs of his subscription. The prices and price models according to the published information on www.edsmedia.ch/butler are valid.
 - 6.2 Invoicing**

The first invoice is sent to the clientele after completion of the registration process and is due immediately. Thereafter, the services provided to the clientele will be invoiced on a monthly basis. The invoice amount is payable within 10 days. The offsetting of claims of the customer against claims of EDS is excluded.. If third-party providers are commissioned with the payment processing, their terms and conditions apply. Any reminders due to non-payment, in addition to further collection costs, will be charged to the customer with 20 Swiss francs per reminder. If the customer is in arrears with payment, interest on arrears shall be owed. EDS reserves the right to assign unpaid invoice amounts to a company entrusted with collection after unsuccessful reminder.
- 7. Legal effects of the butler service**
 - 7.1**

The clientele is aware that legal effects may be associated with the delivery and receipt of consignments. This may also apply to the use of the Butler Service and the receipt of the shipments by the EDS.

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- The legal effects are determined by legislation and court practice. It is therefore outside the scope of EDS. The customer is responsible for knowing the legal effects of the chosen method of communication (physical letter, delivery via Butler-Sercive/ePost).
- 7.2 With regard to meeting deadlines, please note that errors or delays may occur during electronic delivery. EDS assumes no responsibility with regard to compliance with deadlines. The service is provided for the benefit and at the risk of the client.
8. **Preservation of foreign law**
The legal effects circumscribed in these GTC are based on Swiss law. The customer acknowledges that the exchange of data outside Switzerland is subject to foreign legal systems and may therefore have different, possibly more far-reaching or less far-reaching effects than is the case under Swiss law. The clarification of the relevant circumstances is the responsibility of the customer.
9. **Availability and interruptions**
DS is committed to timely and high quality transmission of the items. However, it does not guarantee uninterrupted service, service at any particular time or the completeness, authenticity and integrity of the data stored or transmitted via its system or the Internet. EDS will keep interruptions to rectify faults, carry out maintenance windows, introduce new technologies, etc. short and, whenever possible, schedule them during off-peak periods.
10. **Transmission termination**
EDS is entitled to discontinue the transmission of the clients' shipments via Butler Service without any cost consequences, if the client violates the GTC, if there is a suspicion of misuse, if the security of the system is no longer guaranteed or if the client is in default with the payment of invoices of EDS. If possible, the customer will be notified in advance of the discontinuation. In urgent cases, a subsequent notification will be made. The customer can request a resumption of the transmission via butler@edsmmedia.ch.
11. **Consequences of transmission termination or cancellation**
Transmission termination
In case of discontinuation, the shipments will no longer be transmitted to the clientele. EDS has the right to physically store the items during the suspension. In case of resumption, the shipments will be transferred to the account of the customer within the agreed subscription. If the continuation of the contract is not reasonable or if the customer is still in default, EDS will terminate the contract with the respective consequences described in the next section.
Cancellation
In case of cancellation, the transmission of the items is guaranteed until the cancellation of the contract. After that, the acceptance of the postal items will be refused. The customer is responsible for the timely cancellation of the mail redirection at Swiss Post itself. If the customer does not revoke the forwarding order at the request of EDS, EDS is authorized to revoke the forwarding order on behalf of the customer with Post CH AG.
12. **Liability**
Any liability of EDS for damages caused by slight and medium negligence is excluded to the extent permitted by law. EDS shall not be liable - to the extent permitted by law - in particular for indirect, incidental or consequential damages, such as loss of profit, loss of data, damaged or lost shipments, delayed delivery or damages resulting from downloads. EDS shall not be liable for damages caused by auxiliary persons called in by EDS as well as third parties (e.g. subcontractors, suppliers, etc.) as a result of slight or medium negligence. DS shall not be liable - to the extent permitted by law - for any damage resulting from the use of its services in violation of the law or the contract.

Claims arising from product liability and personal injury are reserved.

EDS shall not be liable - to the extent permitted by law - for damage due to force majeure (e.g. power shortage) or disruptions caused in particular by a lack of Internet connection, unlawful interference with telecommunication facilities and networks, overloading of the network, wilful blocking of electronic access by third parties or interruptions. Third party services are not subject to any representations or warranties as to availability, quality, operation or support.. The customer shall be liable for any damage caused to EDS or third parties by the misuse (contrary to contract or law) of the Butler Service. If third parties assert claims directly against EDS, the customer undertakes to fully indemnify EDS - insofar as EDS is not at fault or is only slightly at fault. EDS shall inform the customer immediately if such claims are asserted.

13. **Data protection**

EDS and the third parties engaged by it for the provision of services shall comply with Swiss data protection legislation and Swiss postal and telecommunications secrecy when processing the data.. In particular, EDS is committed to the following principles:

Accumulating data and processing purpose:

EDS collects, stores and processes data required for the provision of the services of the services, for the handling and maintenance of the customer relationship, namely for ensuring a high quality of service, for the security of operation and infrastructure as well as for invoicing (customer data).

Use and sharing of data:

The customer data is used for the processing of the individual services and for communication with the customer. If subcontractors are used for this purpose, EDS will ensure that they use the data exclusively for the performance of the Butler Service.

The data is analyzed for the needs-based design and further development of the Butler service.

The customer data will not be passed on to third parties. In case of inquiries by governmental authorities (e.g. in criminal proceedings) the required data will be disclosed, provided that this is required by law and EDS is obliged to do so. Furthermore, EDS may process the data if its legally protected interests are at risk, namely for the defense or enforcement of claims. For example, data may be disclosed to debt collection service providers in such cases.

All data in the application is operated and stored on secure data storage within Switzerland and European Union.

Data security:

The data is protected against unauthorized processing by appropriate and organizational measures. The data transmission is encrypted.

Right of information and data deletion:

Upon cancellation of the subscription, the data will be completely deleted after a period of three months. In addition, the customer may at any time request information about the data processed and, after termination of the contract, request the complete deletion of all data. Any legal obligations to the contrary remain reserved.

14. **Duration and cancellation**

14.1 The start date is set in the registration process. The contract is concluded for an indefinite period.

14.2 A contract with monthly subscription can be terminated at any time at the end of the following month after the end of the current billing period.

14.3 A contract with an annual subscription may be terminated with one month's notice to the end of the subscription period.

14.4 Cancellation by the clientele is done electronically via the Butler Service platform or in writing by email.

14.5 In the event of repeated breach of contractual obligations by the customer despite a reminder from EDS as well as for important reasons,

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the contractual relationship may be terminated at any time with immediate effect.

15. Modification of the GTC

EDS may change the GTC at any time as well as change or discontinue the service. The changes of the GTC will be announced in advance in an appropriate manner, except in case of urgency. They shall be deemed approved unless the customer objects in writing within 30 days. An objection automatically entails the immediate termination of the contract.

16. Salvatory clause

Should individual provisions of these GTC be invalid, incomplete or illegal, or should performance become impossible, this shall not affect the validity of the remaining parts of the contract. In this case, the parties undertake to replace the provision in question without delay by a permissible effective provision which, in terms of its content, comes as close as possible to the original intention; insofar as consumer protection provisions do not conflict with this.

17. Applicable law and place of jurisdiction

17.1 The contract is subject to Swiss law. To the extent permitted by law, the applicability of the conflict-of-law provisions of the Swiss Federal Act on Private International Law (IPRG, SR 291) is excluded.

17.2 The place of jurisdiction is Bern. (Partial) mandatory places of jurisdiction remain reserved (cf. in particular Art. 32 and 35 ZPO for consumers).

18. Involvement of third parties

EDS may at any time engage third parties for the provision of its services.

19. Legal form of publication

The GTC, which are solely legally binding and form part of the contract, are published electronically and can be viewed at www.edsmidia.ch/butler.

In individual cases, EDS may hand out a physical version of the GTC at the customer's request. The customer acknowledges that a physical version of the GTC is only an illustration of the electronically published GTC in force at that time, which alone is legally binding, and only conveys legally valid information as long as it is consistent with the electronic version.

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