

# Digital Mailbox e-Boks

## Special Terms and Conditions Applicable commencing 1 November 2017

PostNord Strålfors AB (Org. No. 556102-9843) ("Strålfors") is the provider of the Service regulated by these Special terms and conditions. Other subsidiaries to PostNord Group AB (Org. No. 556128-6559) may be authorized to enter into agreements on behalf of Strålfors. However, Strålfors is always the Customer's contracting party. "Strålfors" in these Special Terms and Conditions, as well as the price appendix and any other agreed appendices related to this service, shall always mean PostNord Strålfors AB.

The service Digital Mailbox e-Boks means that Strålfors provides the Customer access, as Sender, to e-Boks' digital mail box services whose purpose is to provide a personal and safe digital mailbox where individuals and companies can receive, administrate and archive electronic messages and shipments from companies, authorities, organizations and others.

The Service is provided under these Special terms and conditions and on the basis of a separate Customer Assignment.

Unless otherwise stated in these Special terms and conditions, or in a separate agreement with Strålfors, the PostNord Strålfors General Terms and Conditions (the "PNSGTC"), applicable from time to time, shall apply.

## Definitions

**Agreement:** The Customer agreement between the Customer and Strålfors, the Special terms and conditions applicable from time to time, the PNSGTC applicable from time to time, as well as appendices and other documents agreed on.

**Customer:** The customer that has entered into a Customer agreement with Strålfors.

**Customer Assignment:** Appendix to the Customer agreement which defines Strålfors' assignment and specifies the Customer's undertakings.

**E-message:** Electronic message and document.

**End-User:** The recipient or company that has an approved account with a digital mailbox registered with e-Boks.

**Sender:** sender of electronic messages and documents.

**PNSGTC:** PostNord Strålfors' General Terms and Conditions applicable from time to time, available according to section 8.

**The Service:** As defined in paragraph 1 below "Extent of the Service".

## 1 Extent of the Service

### 1.1 Base Service

The service Digital Mailbox e-Boks provided by Strålfors enables the Customer access, as Sender, to e-Boks' digital mailbox service which purpose is to provide a personal safe and digital mail distribution where individuals can receive, administrate and archive electronic messages and shipments from companies, authorities, organizations and others.

The Service is only provided to Customers who has entered into an agreement with Strålfors for the Digital Mailbox Intermediation.

Price for the Service is charged according to price appendix, applicable from time to time.

### 1.2 Optional service

Optional services will be added when available.

### 1.3 Customer support

Strålfors provides a support function in relation to the Service to which the Customer may report errors in the Service. Through the support function, Strålfors also assists the Customer to a reasonable extent with responses to questions regarding the Service and enquiries regarding sent and received documents.

Unless otherwise agreed or notified, Strålfors' support function is staffed during hours published according to section 8 below.

Strålfors is at all times entitled to charge for time spent on support outside the times set forth above or where Strålfors performs any specific, with Customer agreed, activity or measure. In such cases, compensation shall be paid for actual time expended in accordance with Strålfors' price appendix applicable from time to time.

### 1.4 Operating hours

The Service is normally active and functioning twenty four (24) hours a day, seven (7) days a week. Strålfors does not warrant that the Service is free from errors or disruption.

### 1.5 Down time

Strålfors shall be entitled to shut down its production system for service and upgrades which, to the greatest possible extent, will be scheduled at times that do not affect performance of the Service. If possible, the Customer shall receive advanced notice of any planned shutdown.

The Customer is aware that the Services, from time to time, may be unavailable as a result of planned and/or unplanned shutdowns for necessary service and maintenance of the Services and/or Strålfors' systems. Strålfors shall not be liable for errors or delays during such shutdowns.

To avoid obstructions to the production process, Strålfors shall ensure that procedures for making backup copies are in place.

To the extent the Customer's use of the Service causes technical or other problems for Strålfors, e-Boks, End-User or another customer or if Strålfors to reasonable extent suspects unauthorized use, Strålfors reserves the right to limit the use or to end the Service with immediate effect.

## 2 Strålfors' undertakings

Strålfors shall provide the Service as described in detail in the Customer Assignment in accordance with these Special Terms and Conditions and the PNSGTC.

### 2.1 Prerequisites for Connection

Strålfors connects the Customer in the manner set forth in the technical prerequisites and requirements set forth in the Customer Assignment. The Service is placed into production when the technical prerequisites are met by both parties, the tests agreed in the Customer Assignment are correctly performed and no material defects remain.

A fee is charged for connection of the Service according to Strålfors' price list applicable from time to time.

If Strålfors finds that necessary information from the Customer for connection is missing, or that the Customer has not taken necessary measures for connection, Strålfors shall be entitled to suspend connection until the necessary information is provided or necessary measures are taken.

Strålfors shall be entitled to charge a separate fee for reasonable time expended in conjunction with connection of a Customer or in the event of delays attributable to the Customer, for example late deliveries, or in the event any other activity or measure which Strålfors takes according to a separate agreement with the Customer. Compensation shall be charged per hour pursuant to the hourly rate set forth in Strålfors' price appendix applicable from time to time.

If the Customer wishes to make changes which entail that the connection, in whole or in part, needs to be remade, Strålfors shall be entitled to compensation pursuant to the hourly rate applied by Strålfors from time to time. Changes must be agreed in writing between the parties in the Customer Assignment.

## **2.2 Delivery time**

Delivery time to set-up the Service in production is defined in the Customer Assignment.

# **3 The Customer's undertakings**

## **3.1 General**

The Customer shall fulfill the obligations stated in these Special Terms and other commitments not stated here but stated in, for example, the Customer Assignment or the PNSGTC.

The Customer may use the Service only for those purposes and to the extent specified in the Agreement and Special Terms for the Service.

The Customer is responsible for the content of the E-messages, towards the Digital Mailbox operator e-Boks, in the same way as they are responsible for the content of regular physical mail.

The Customer undertakes not to use the Service on such means that Strålfors, e-Boks or others suffer from inconvenience or damage.

The Customer agrees that the Service may not be used to issue or confirm an End-User's identity via e-Boks login, so-called ID switch. By ID switching means that the Customer uses a secure identity, such as via mobile BankID, to issue a new identifier that can be used independently e.g. for login.

The Customer understands and agrees to that a End-User at any time may notify e-Boks that the user no longer wish to receive E-messages from the Customer and in that case the Customer is prevented from transmitting E-messages to the End-User via the Service.

The Customer undertakes to keep Strålfors harmless to all costs and all other damages incurred by Strålfors because the Customer has used the Service in violation of the Agreement, the Special Terms and Conditions or the PNSGTC.

All material, data, texts, images etc. provided by the Customer to Strålfors or stored at Strålfors or in any of the service is defined as Material as defined in PNSGTC and subject to the terms of Materials in PNSGTC.

## **3.2 Connection**

At start-up, tests of connection to the Service shall be carried out. The Customer shall ensure that all programs and connections according to the Customer Assignment are required for connection of the Service have been installed and tested at the time of entry in to production and that the Customer's employees having the necessary competence are present and available to Strålfors for the connection of the Service.

The Customer may begin using the Service only when Strålfors has received a complete, signed Agreement and the agreed tests have been performed and approved.

If the Customer does not fulfill its obligations pursuant to the plan for entry into production, Strålfors shall be entitled to hourly compensation for reasonable spent time in accordance with the Strålfors' price appendix applicable from time to time.

## **3.3 Message contents**

The Customer is responsible for the contents of the messages sent by the Customer. Strålfors is entitled to terminate the present Agreement if it is brought to the attention of Strålfors that messages sent by the Sending Customer are of such a nature or contain such material as to constitute a breach of current legislation in the relevant country, or marketing practice in that country.

## **3.4 Capacity Planning**

To facilitate Strålfors and e-Bok capacity planning, the Customer is obliged to inform Strålfors 5 working days in advance of any deliveries to e-Boks exceeding 500.000 documents in one delivery.

## **3.5 Customer Assignment**

The assignments covered by the Agreement are set forth in the individual Customer Assignment which is appended to the Agreement. If the Customer during the term of the Agreement wishes to add new Customer Assignments, and this would entail changes, which, in Strålfors' assessment, have an impact on the basis for agreed prices and terms and conditions of the Agreement, adjustment shall be made in a written supplemental agreement.

## **3.6 Changes to the Customer Assignment**

The Customer shall be entitled to demand changes to the Customer Assignment to the extent such changes concern options or changes to the Service. The parties shall agree upon any changes in writing and, if so required by the parties or when the extent of the change so necessitate, a new Customer Assignment shall be drawn up.

Strålfors shall confirm the change by implementing it and by informing the Customer of the change. Strålfors shall charge the Customer for the change in accordance with the Strålfors price appendix applicable from time to time.

If the Customer wishes to change its connection to the Service, Strålfors must be informed thereof in sufficient time before the entry into force of the change so Strålfors, provided that Strålfors accepts the change, is able to perform the necessary measures. The Customer shall reimburse Strålfors' costs in connection herewith and pay charges and fees in accordance with Strålfors price appendix, applicable from time to time.

Strålfors reserves the right to implement changes to operating methods, technical specifications, systems, hours of business, structures etc. after having informed the Customer of such changes. If the change, in Strålfors assessment, will affect the Customer, Strålfors shall notify the Customer of the change before the implementation thereof. The Customer shall be given reasonable notice of such changes, taking into account the nature of the change.

## **3.7 When End-User is obliged to receive documents in e-Boks**

In cases where the End-User is obliged to receive electronic messages from the Customer in its e-Boks, the Customer is obligated to inform its End-Users that the material is being sent to e-Boks, and that the End-User must activate its e-Boks in order to be able to read the material.

## **3.8 Contact person**

The Customer shall appoint a contact person to function as liaison in respect to Strålfors. The Customer shall immediately inform Strålfors of any change of the contact person.

## 4 Terms of Payment

Connection of the service is invoiced in stages upon completion of each step, as agreed in closer detail in the Customer Assignment and in accordance with the agreed payment plan. Monthly fees are invoiced in advance.

## 5 Liability

The applicable general liability terms can be found in the PNSGTC.

Subject to the agreement, Strålfors responsibility for the Service is limited to digital intermediation of information and electronic documents, including but not exclusive E-messages, between the Customer and the End-User according to the Agreement.

Strålfors is not responsible for any information and electronic documents, including but not exclusively E-messages, which is transferred from the End-User to the Customer, or for any actions taken by End-Users within the framework of services provided by the Customer.

### 5.1 Faults and shortcomings regarding electronic communication

#### 5.1.1 Right to remedy and more

If the assignment is not performed according to the Customer Assignment and this is due to errors in any of the services provided by Strålfors, Strålfors has the right to, after being pointed out by the Customer and of own choice, either rectify the error or resend the documents. The Customer is aware that resending of documents can result in that the recipients get two (2) identical documents.

If Strålfors corrects errors or resend the document and this leads to any delay in the document shall the provisions of the point of Delay below not be applicable.

If the Customer demands renewed production or investigation of an error the Customer suspects to be attributable to Strålfors, but which proves to be attributable to the Customer or where there is no error at all, Strålfors shall be entitled to compensation for the additional measures pursuant to Strålfors price appendix applicable from time to time.

The Customer is obliged to make claims for compensation to Strålfors no later than fifteen (15) days after the error or the defect has been discovered or should have been discovered. If the Customer neglects to do this the Customer loses the right to make the claim.

#### 5.1.2 Delay

In case of deviations from specially agreed delivery time (Delivery delay) incurred by Strålfors the Customer has the right price deduction, for the Service the error applies, as corresponds to the price paid by the Customer for the late documents. However, the deduction of the price will only be paid if the delay can be considered to cause significant inconveniences for the Customer and provided that the Customer has not already received compensation according to section 5.1.1 above.

## 6 Early termination

If Strålfors' agreement with e-Boks is subject to termination, Strålfors reserves the right to terminate the Services by six (6) months notice.

If Strålfors' agreement with e-Boks is subject to termination on shorter notice than six (6) months, Strålfors shall have the right to transfer the Customer Agreement from Strålfors to e-Boks.

## 7 The e-Boks trademark

The Customer is entitled to use e-Boks' name and trade mark (logo) in accordance with the guidelines issued by e-Boks from time to time on e-Boks' webpage: <https://www.e-boks.com/corporate/da/om-e-boks/materialer/>. The Customer may use the e-Boks trade mark on its website for as long as the Agreement is in force.

## 8 Publication of service-related documents, including Customer Terms and Conditions

On the websites stated below, are published, for each country, the technical manuals and other service-related documents as well as Customer Terms and Conditions, i.e. the Special Terms and Conditions for each service and the PSGTC, each applicable from time to time. Service-related documents and Customer Terms and Conditions published in accordance with the list below are applicable in the country in which the Service is provided by Strålfors in the language in which the Agreement is drafted.

Denmark: [www.stralfors.dk/vilkaar](http://www.stralfors.dk/vilkaar)

Finland: [www.stralfors.fi/ehdot](http://www.stralfors.fi/ehdot)

Norway: [www.stralfors.no/vilkar](http://www.stralfors.no/vilkar)

Sweden: [www.stralfors.se/villkor](http://www.stralfors.se/villkor)