

# Digital Mailbox Kivra

## Special Terms and Conditions Applicable commencing 1 July 2016

This service is provided by PostNord Strålfors AB (reg. no. 556102-9843). Other subsidiaries of PostNord Group AB (reg. no. 556128-6559) may be authorized to enter into agreements on PostNord Strålfors AB's behalf. However, PostNord Strålfors AB is always the party contracting with the Customer. "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 Kivra means that Strålfors provides Customer access, as Sender, to Kivras Digital mail box service, which purpose is to offer a personal secure digital mailbox where private individuals can receive, manage and archive electronic messages and consignment from companies, authorities, organizations etc.

The Service is provided pursuant to these Special Terms and Conditions as well as to the terms of the specific Customer Assignment (the "Customer Assignment").

Unless otherwise stated in these Special Terms and Conditions or agreed separately with Strålfors, the Strålfors General Terms and Conditions (the "SGTC"), applicable from time to time, shall apply.

## Definitions

**User:** User who has a valid account for digital mailbox with Kivra.

**Agreement:** The Customer Agreement, Special Terms and Conditions applicable from time to time and Strålfors' General Terms and Conditions (the "SGTC") as well as the appendices included therein and any other agreed contract documents.

**Business Day:** A weekday, which is not a public holiday or customarily full or partial days in the country in which the Service is provided.

**Customer Assignment:** An appendix to the Agreement which defines Strålfors' assignment and specifies the Customer's undertakings.

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

**Kivra:** Kivra provides Customer access, as Sender, to Kivra's Digital mail box service, which purpose is to offer a personal secure digital mailbox where private individuals can receive, manage and archive electronic messages and documents from companies, authorities, organizations etc.

**Production Documentation:** The Customer's material in physical or electronic form which constitutes the applicable edition and basis for provision of the Service.

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

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

## 1 Scope of the Service

### 1.1 Base Service

The service Digital Mailbox Kivra means that Strålfors provides Customer access, as Sender, to Kivras Digital mail box service, which purpose is to offer a personal secure digital mailbox where private individuals can receive, manage and archive electronic messages and consignment from companies, authorities, organizations etc.

The service is only provided to Customers who have an agreement with Strålfors for the service Digital Mailbox Intermediation.

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

### 1.2 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.

### 1.3 Operations

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

## 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 Strålfors General Terms and Conditions (SGTC).

### 2.1 Access

Strålfors shall provide the customer, as Sender, access to the service Digital Mailbox Kivra means that Strålfors provides Customer access, as Sender, to Kivras Digital mail box service, which purpose is to offer a personal secure digital mailbox where private individuals can receive, manage and archive electronic messages and consignment from companies, authorities, organizations etc.

### 2.2 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.

### 3.2 Delivery time

Delivery time to set-up the Service in production is defined in the customer assignment.

## 3 The Customer's undertakings

The Customer shall perform the obligations stated in these Special Terms and Conditions as well as any undertakings other than those addressed herein which can be required of the Customer and are stated, for example, in the Customer Assignment or SGCT.

### 3.1 General

The customer shall fulfill the obligations stated in these Special Terms and other commitments not stated here which may owe the Customer and can be seen from, for example, the Customer Assignment or SGCT.

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 Kivra, 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, Kivra or others suffer from inconvenience or damage.

The Customer agrees that the Service may not be used to issue or confirm a User's identity via Kivra 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.

Customer understands and agrees to that a User at any time may notify Kivra 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 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, Special Terms and Conditions, or SGTC. 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 SGTC and subject to the terms of Materials in SGTC.

### 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 Changes

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, providing 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.

### 3.4 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.

### 3.5 Liaison

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

## 4 Shutdown

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 or another customer, Strålfors reserves the right to limit the use or to end the Service with immediate effect.

## 5 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.

## 6 Liability

The SGT contain applicable terms and conditions regarding liability.

Subject to the agreement, Strålfors and Kivras 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 User according to the Agreement and the General Terms that applies between Kivra and the User.

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

## **6.1 Faults and shortcomings regarding electronic communication**

### **6.1.1 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.

### **6.1.2 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 6.1.1 above.

## **7 Termination in advance**

Strålfors is entitled to terminate the service with six (6) months notice in case Strålfors agreement with Kivra is subject to termination.

## **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 SGTC, 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)