

General Terms and Conditions for the use of e-Boks Express

1. General

These General Terms and Conditions applies to Sending Customers using the Service(s) to submit Messages to End-Users and the Sending Customer must comply with these General Terms and Conditions applicable at any time. Any (procurement) terms and conditions of the Sending Customer shall not apply towards e-Boks.

These General Terms and Conditions may be modified at any time by e-Boks.

2. Definitions

Credits: Payment instrument used as payment for Sending Customer's use of the Service(s).

e-Boks: e-Boks A/S, Hans Bekkevolds Alle 7, DK-2900 Hellerup, CVR-nr. 25674154.

e-Boks Solution: The entire solution provided by e-Boks.

End-User(s): The physical or legal person that the Sending Customer has stated as the recipient of a Message.

Message(s): Correspondence sent between the Sending Customer and the End-User, stored in the End-User's digital mailbox with e-Boks, and which can be read from the End-User's interface.

Sending Customer: The legal entity using the Service(s) subject to these General Terms and Conditions.

General Terms and Conditions: These General Terms and Conditions for use of the Service(s).

Service(s): The e-Boks Express services.

3. Use of the Service(s)

By accepting these General Terms and Conditions on behalf of the Sending Customer the Sending Customer is granted a limited right to use the Service(s) for business and professional purposes according to terms and conditions contained herein.

4. Delivery setup

The Sending Customer shall deliver the Messages to e-Boks together with the company number (CVR) or personal identification number (CPR) of the End-User and e-Boks will then submit the Messages for delivery to such End-User on behalf of the Sending Customer.

A Message can only be delivered to the End-User if the End-User has accepted e-Boks' terms and conditions for End-Users. If the End-User has not accepted e-Boks' terms and conditions for End-Users a Message sent to such End-User will be placed on hold for delivery to the End-User when the requirements for delivery are fulfilled. If the Message is not delivered to the End-User within 5 (five) years, the Message will be deleted without further notice.

5. Legal basis and consent from End-Users

The Sending Customer bears the full responsibility for always having the correct legal basis when sending Messages to the End-User, including having the End-User's consent to receive Messages from the Sending Customer through e-Boks. e-Boks shall bear no responsibility for this.

Further, the Sending Customer bears the full responsibility for always having the correct legal basis for the use and transfer of social security numbers of the End-Users to e-Boks. e-Boks shall bear no responsibility for this.

Upon request from e-Boks the Sending Customer must be able to document this legal basis and consent.

6. Message content and unauthorized use of the Service(s)

The Sending Customer bears the full responsibility for the content of its Messages.

The Sending Customer must ensure that the Messages (i) do not contain advertising or spam; (ii) do not violate applicable law and that the Messages do not contain malware, references to external content, forms, any sort of scripts including JavaScript, malicious links, individual links to identify the End-User towards other services or parties, or any other content that may harm the hardware and/or software of e-Boks, the End-User or any third party.

e-Boks is entitled to close down the Sending Customer's access to use the Service(s) without refunding any unused Credits (i) if e-Boks becomes aware of the Sending Customer's unauthorized use of the Service(s), (ii) if it is brought to the attention of e-Boks that Messages sent by the Sending Customer constitutes a violation of applicable law, including local marketing practices regulation, or (iii) if the Sending Customer repeatedly does not comply with these General Terms and Conditions. In such case the Sending Customer must indemnify e-Boks for any and all direct costs, expenses and losses in relation to such unauthorized or non-complying use of the Service(s).

7. Errors in sending of Messages

Should errors caused by the Sending Customer occur in the sending of Messages to End-Users the Sending Customer bears the full responsibility. These errors include but are not limited to; errors in content of Messages and/or Messages delivered to wrong End-Users.

e-Boks does not have the right to delete or recall Messages delivered to an End-User in the e-Boks Solution.

However, in incidents where personal data has been compromised, the Sending Customer can request that e-Boks on the Sending Customer's expense initiates an evaluation of the incident. It is entirely at the discretion of e-Boks to decide if there may be special circumstances that requires e-Boks to take specific technical or organizational

measures to minimize the consequences of the personal data being compromised.

e-Boks will invoice the Sending Customer for time and material spend and the Sending Customer shall indemnify e-Boks for any direct costs, expenses and losses in relation to such incidents/errors.

Any communication or press releases in relation to such an incident must be approved in writing by e-Boks.

8. Credits

For using the Service(s), the Sending Customer shall pay with Credits purchased through e-Boks. Prices stated in the local currency and exclusive of VAT and payment is made through a secure payment provider.

Credits purchased must be used within 24 (twenty-four) months from the date of purchase and accordingly such Credits will expire automatically after 24 (twenty-four) months. Any unused Credits will not be refunded.

9. Downtime

e-Boks does not provide any guarantee that the Service(s) are free from errors.

The Sending Customer is aware that the Service(s) can be affected by planned or unplanned downtime.

e-Boks is entitled to shut down the Service(s) when performing service-runs and upgrades. Such downtime will, as far as possible, be scheduled at times that does not affect performance of the Service(s).

e-Boks shall not be liable for errors or delays during such downtime.

10. The e-Boks trademark

The Sending Customer is entitled to use e-Boks' name and trademark (logo) in accordance with the guidelines available on the e-Boks.com website.

11. e-Boks' use of statistical information

e-Boks uses statistical information about Messages sent through the e-Boks Solution by the Sending Customer to improve and develop the Service(s). The information will further be used as anonymous information in e-Boks' statistical services.

12. Processing of personal data

In order for e-Boks to process personal data on behalf of the Sending Customer the Sending Customer must accept the terms of the e-Boks Data Processing Agreement made available to the Sending Customer.

13. Intellectual property rights

e-Boks and/or its licensors holds the proprietary right, title and interest in the Service(s), name, logo or other marks, and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto.

No intellectual property rights are transferred or granted to the Sending Customer, except the right for the Sending Customer to use the Service(s) in accordance with these Terms and Conditions and related agreements and guidelines.

14. Confidentiality

Information about Sending Customer's use of the Service(s), the e-Boks' Service(s) and other matters relating to e-Boks' business shall be considered as confidential unless such matters are public knowledge by other means. Both parties shall observe an unconditional duty of non-disclosure in relation to third parties.

Notwithstanding the above, e-Boks is entitled to pass on the necessary information about the Sending Customer's business to relevant sub-suppliers who support e-Boks in the delivery of the Service(s). In such case e-Boks must impose a duty of confidentiality on such sub-suppliers.

15. Force Majeure

Force majeure shall be considered as unforeseen circumstances which significantly affects e-Boks' possibility of fulfilling its obligations according to these General Terms and Conditions and which e-Boks could not have foreseen, prevented or overcome, and which is not due to its negligence. Such circumstances that e-Boks has no control over includes but is not limited to labor-market conflicts, pandemics or epidemics, fire, flooding, lightning strike, power failure or similar supply failure, cyberattacks which could not have been avoided by standard security measures, system failure, natural disasters, accumulation of snow or ice or similar weather conditions, war or war-like conditions, terror, bomb threats, confiscation, currency restrictions, revolution and unrest, as well as non-deliveries from sub-suppliers which are due to any of the aforementioned reasons, shall not entail liability.

e-Boks shall be exempted from its obligations according to these General Terms and Conditions during the force majeure and the Sending Customer shall carry their own costs and losses.

16. Assignment of rights and obligations

e-Boks is entitled to assign the Service(s) and all rights and obligations under these General Terms and Conditions to another legal entity within the e-Boks group.

17. Limitation of Liability

e-Boks' total aggregated liability shall be limited to the total value of the Credits used by the Sending Customer during the 12 (twelve) months immediately preceding the date on which a claim arose, however in no case shall the total aggregated liability of e-Boks exceed DKK 1,000 per calendar year, unless e-Boks has shown gross negligence or willful misconduct.

In no event shall e-Boks be liable for indirect or consequential losses and damages, including

without limitation loss of operations, loss of opportunity, loss of data and loss of profit.

18. Applicable law and venue.

These General Terms and Conditions are subject to Danish law without regard to its conflict of laws principles.

Any dispute arising out of or which is related to these General Terms and Conditions in any way

including any disputes regarding the existence and validity of these General Terms and Conditions, shall be settled by the Copenhagen City Court as first instance.