

General Terms and Conditions for Sending Customers' use of the e-Boks Services

1. Background and Purpose

e-Boks offers secure digital communication services to enterprises and public authorities.

These General Terms and Conditions set forth the legally binding terms and conditions governing the Sending Customers' use of the Services for communication to End-Users.

Any (procurement) terms and conditions of the Sending Customer shall not apply towards e-Boks in relation to the Sending Customer's use of the Services.

2. Material changes

The General Terms and Conditions may be modified at any time. Material changes shall be notified to the Sending Customer with a minimum of 6 months' notice.

3. Definitions

The following definitions apply to the wording within these General Terms and Conditions:

Agreement: The agreement between Sending Customer and e-Boks/Distributor/Partner applicable to the Sending Customer's use of the Services, including the e-Boks Data Processing Agreement and these General Terms and Conditions.

Distributor/Partner: The supplier that provides, support and invoice the Services to the Sending Customer if the Services are not provided, supported, and invoiced directly by e-Boks.

e-Boks: Shall mean e-Boks Nordic A/S, Hans Bekkevolds Alle 7, 2900 Hellerup, Denmark that provides the Services to the Sending Customer either directly or through a Distributor or Partner.

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.

General Terms and Conditions: These General Terms and Conditions for Sending Customers for the use of the Services.

Identifiers: The resources that a Sending Customer may use to identify the intended recipient of a Message such as social security number (CPR), company number (CVR) and/or other identifiers such as first name(s), last

name, address, age, etc. Some Identifiers are unique to a physical or legal person (social security number and company number) and other identifiers must be used in combination with others to identify the intended recipient. For a description of the available Identifiers and possible combination of Identifiers reference is made to the applicable product sheet available on e-boks.com.

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: A physical or legal person that has entered into an agreement directly with e-Boks or with a Distributor/Partner concerning delivery of the Services.

The Services: The e-Boks services that are covered by the Agreement between the Sending Customer and e-Boks or by the agreement between the Sending Customer and the Distributor or Partner.

4. Delivery setup

The Sending Customer shall deliver the Messages to e-Boks - either directly or through a Distributor or Partner - who will then submit the Messages for delivery to the End-User on behalf of the Sending Customer.

If delivery of a Message to the End-User is not possible, for instance if the intended End-User has not accepted e-Boks' terms of use or if the End-User has not accepted to receive Messages from the Sending Customer, delivery of the Message to the End-User will fail and the Message will be deleted. However, (i) if the Message is sent as mandatory to an End-User who has not accepted e-Boks' terms of use, the Message will be stored on behalf of the Sending Customer for up to five (5) years for delivery when such terms of use has been accepted by the End-User, or (ii) if the Message is sent by using the interim repository to an End-User who has not accepted to receive Messages from the Sending Customer, the Message will be stored on behalf of the Sending Customer for up to (5) years for delivery when the End-User accepts to receive Messages from such Sending Customer. If not delivered to the End-User within five (5) years the Messages will be deleted without further notice.

5. Sending Customer's Responsibility

5.1 Compliance with Legal and Technical Requirements.

The Sending Customer must always ensure compliance with all legal and technical requirements imposed on Sending Customers in the Agreement and the applicable technical documentation and implementation guidelines. Non-compliance with such requirements may affect the performance of the Services.

5.2 Use of correct identifiers:

It is the responsibility of the Sending Customer **(i)** to use the necessary, appropriate, and correct Identifiers to reach the intended recipient(s) of the Message, and **(ii)** to ensure the choice of Identifiers for a Message is appropriate considering the personal data included in the Message. e-Boks shall bear no responsibility for this.

5.3 Correct legal basis:

The Sending Customer must ensure to always have the correct legal basis (i) for e-Boks to process personal data on behalf of the Sending Customer when using the Services, (ii) to send mandatory Messages to the End-User(s) through e-Boks, and (iii) to transfer the social security number to e-Boks when using the interim repository. e-Boks shall bear no responsibility for this.

5.4 Message content:

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

The Sending Customer must ensure that the Messages do not violate applicable law and that the Messages do not contain malware, references to external content, , malicious links, individual links to identify the End-User towards other services or parties, or any other content that may harm the Distributor/Partner, e-Boks or the End-User's hardware and/or software.

e-Boks is entitled to close down the Sending Customer's access to the Services if it is brought to the attention of e-Boks that Messages sent by the Sending Customer constitutes a violation of applicable legislation, including local marketing practices regulation, or if the Sending Customer repeatedly does not comply with e-Boks' applicable requirements including the technical requirements for use of the Services.

5.5 Errors in the 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, use of incorrect identifiers, and/or Messages sent to the wrong End-User(s).

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

However, if 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 require e-Boks to take specific technical or organizational measures to minimize the consequences of 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 incident must be approved in writing by e-Boks.

6. Unauthorized use of the Services

Should e-Boks become aware of the Sending Customer's unauthorized use of the Services, e-Boks can terminate the Sending Customer's access to the Services with immediate effect. The Sending Customer must indemnify e-Boks for any and all expenses in relation to such unauthorized use.

7. Support

e-Boks provides support to all End-Users related to their use of the Services.

Support to End-Users regarding content of Messages is entirely the Sending Customers responsibility.

Technical support to the Sending Customer regarding use of the Services is provided by the Distributor/Partner who provide the services to the Sending Customer or by e-Boks if the Services are provided directly to the Sending Customer by e-Boks.

Furthermore, the Sending Customer must provide updated information of a contact person whom e-Boks may contact during normal working hours for any technical queries that e-Boks may have.

8. Downtime

e-Boks does not provide any guarantee that the Services are free from errors.

The Sending Customer is aware that the Services can be affected by planned or unplanned downtime.

e-Boks is entitled to shut down the Services when performing service-runs and upgrades. Such downtime will, as far as possible, be scheduled at times that does not affect performance of the Services. Sending Customer will be notified of planned downtime via the Distributor/Partner or directly by e-Boks.

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

9. e-Boks' use of Statistical Information

e-Boks uses statistical information about Sending Customer's use of the Services to improve and develop the Services. The information will further be used as anonymous information in e-Boks' statistical services.

10. Processing of Personal Data

When delivering the Services to the Sending Customer, e-Boks processes personal data on behalf of the Sending Customer until the Message is delivered to the End-User or deleted according to the Sending Customer's instructions or e-Boks' retention policy.

By using the Services, the Sending Customer accepts the terms of the e-Boks Data Processing Agreement as made available to the Sending Customer at the following [URL](#).

If the Services are provided to the Sending Customer through a Distributor or Partner, the Sending Customer shall authorize the Distributor or Partner to act on behalf of the Sending Customer towards e-Boks, e.g. in terms of being able to send/receive registration lists and de-registration lists, retract Messages, create groups and materials, etc.

11. Disclosure of Social Security Number

Where the End-User accepts the Sending Customer in the e-Boks Solution, e-Boks may disclose the End-User's

social security number to the Sending Customer. The Sending Customer may only process the End-User's social security number for the purposes of identifying the End-User as the correct recipient of Messages.

The End-User's social security number may not be disclosed, sold, or utilized for any purposes other than in relation to the Services.

12. Intellectual Property Rights

The Sending Customer acknowledges that e-Boks and its affiliates retains all rights, title, and interest in and to the Services and holds all intellectual property rights to proprietary software, materials, documentation, training material etc.

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

The Sending Customer is entitled to use e-Boks' name and trademark (logo) in accordance with applicable guidelines.

13. Infringement of a third party's Intellectual Property Rights

e-Boks shall indemnify the Sending Customer and shall keep and hold the Sending Customer harmless from direct costs or expenses suffered or incurred by the Sending Customer against claims or proceedings brought against the Sending Customer to the extent that such claim or proceeding alleges that the Sending Customer's use of the Services or related systems constitutes an infringement of a third party's Intellectual Property Rights ("IPR Claim").

The indemnity is subject to (i) the Sending Customer immediately notifying e-Boks in writing of the IPR Claim; (ii) giving e-Boks complete authority to conduct all negotiations and proceedings; and (iii) provide e-Boks with such reasonable assistance as is required by e-Boks to conduct and/or settle the negotiations and litigation relating to the IPR Claim; and (iv) not, without prior consultation with e-Boks, make any admission of liability relating to the IPR claim or attempt to settle it.

This indemnity does not apply to the extent that an IPR Claim arises from or in connection with (i) non-compliance with the Agreement including these General Terms and Conditions, the technical

documentation and/or implementation guidelines; (ii) the Sending Customer's breach of the Agreement with e-Boks or a Distributor/Partner about use of the Services; or (iii) use of the Services and related systems in a manner or for a purpose not reasonably contemplated by the Agreement including these General Terms and Conditions.

If at any time an IPR Claim is made, or in the e-Boks' reasonable opinion is likely to be made, then in defense or settlement of the IPR Claim, e-Boks may (at e-Boks' option) at e-Boks' expense: (i) replace all or part of the Services and related systems with functionally equivalent software or documentation; (ii) modify, re-perform or replace the Services and related systems as necessary to avoid such claim, provided the function of the Services and related systems (as amended) is substantially the same as the Services and related systems before the modification; and/or (iii) procure the necessary license or rights from the relevant claimant for the Sending Customer to continue using the Services and related systems.

14. Confidentiality

Information about the Agreement between Sending Customer and e-Boks including prices, Sending Customer's use of the Services, e-Boks' Services 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 the Distributor/Partner or relevant sub-suppliers who support e-Boks in the delivery of the Services. In such case e-Boks must impose a duty of confidentiality on such Distributor/Partner and sub-suppliers.

The confidentiality obligations of this Clause shall survive the termination or expiry of the Agreement.

15. Limitation of Liability

e-Boks shall in no event be liable for indirect or consequential losses and damages, including without limitation loss of operations, loss of data, loss of goodwill and loss of profit.

e-Boks' liability shall be limited to the price of the individual shipment affected and in no event shall the total aggregated liability of e-Boks exceed DKK 500,000 per calendar year, unless e-Boks has shown gross negligence or willful misconduct, to the detriment of the Sending Customer.

16. Force Majeure

Force majeure shall be considered as unforeseen circumstances which significantly affects a party's possibility of fulfilling the obligations of these General Terms and Conditions, which the parties could not have foreseen, prevented, or overcome, and which is not due to negligence with the Party. Such circumstances that the parties have no control over, including, but not limited to, labor-market conflicts, pandemics or epidemics, fire, flooding, lightning strike, cyberattacks which could not have been avoided by standard security measures, power failure or similar supply failure, 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. The stated circumstances will only entail exemption of liability where they could not reasonably have been anticipated at the time when the parties entered into the agreement.

In no circumstances shall a party's lack of funds be considered as force majeure.

Force Majeure must be announced to the other party without undue delay.

Both parties shall be exempt from their obligations according to the Agreement including these General Terms and Conditions during the force majeure and each party shall carry their own costs and losses as a result of force majeure.

17. Code of Conduct

Each Party is committed to observing the ten principles of the United Nations Global Compact, i.e., the principles related to (i) Human Rights (ii) Labor (iii) Environment and (iv) Anti-Corruption.

e-Boks' Code of Business Conduct can be found at the following [URL](#).

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 in connection with these General Terms and Conditions, including any disputes regarding the existence and validity thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such

proceedings are commenced. The place of arbitration shall be Copenhagen.

This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.

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