

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

1. Application

These General Terms and Conditions applies to Sending Customers for the use of e-Boks services provided directly by e-Boks or through a Distributor or a Partner.

The Sending Customer must comply with the General Terms and Conditions applicable at any time. 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

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: The legal entity within the e-Boks group 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.

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.

General Terms and Conditions: These General Terms and Conditions for Sending Customers for the use 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 material for delivery to the End-User on behalf of the Sending Customer.

5. Requirements imposed on the Sending Customer

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

6. Message content

The Sending Customer bears the 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, 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 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.

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. Mandatory Shipments

When using the mandatory shipment's function, the Sending Customer bears the full responsibility for always having the correct legal basis for transfer of personal data to e-Boks. e-Boks shall bear no responsibility for this.

9. Interim Repository

When using the Interim Repository function the Sending Customer bears the full responsibility for always having the correct legal basis for the

transfer of social security numbers of the End-Users to e-Boks. e-Boks shall bear no responsibility for this.

10. 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.

11. Support

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

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.

12. 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.

13. 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.

14. e-Boks' use of statistical information

e-Boks uses statistical information about all shipments sent through the e-Boks Solution by the Sending Customer to improve and develop the Services. The information will further be used as anonymous information in e-Boks' statistical services.

15. 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 as made available to the Sending Customer.

If the Services are provided to the Sending Customer through a Distributor or Partner, such Distributor or Partner is regarded as the Sending Customer's supplier of the Services. Accordingly, the Sending Customer shall authorize the Distributor or Partner to act on behalf of the Sending Customer, e.g. in terms of being able to send registration lists and de-registration lists, retract Messages, create groups and materials, etc.

16. Disclosure of social security number

Where the End-User accepts the Sending Customer in the e-Boks Solution, e-Boks will 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.

17. Intellectual property rights

e-Boks holds the property rights and all intellectual property rights to software developed by e-Boks and to business concepts, etc., as well as written material, including documentation, training material and reports prepared by e-Boks.

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.

18. 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 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 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 (iii) not, without prior consultation with e-Boks, makes 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 these General Terms and Conditions; (ii) the Sending Customer's breach of the agreement with e-Boks or a Distributor/Partner about use of the Services; or (ii) use of the Services and related systems in a manner or for a purpose not reasonably

contemplated by such agreement or 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 that 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.

19. Confidentiality

Information about the agreement between Sending Customer and e-Boks, 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.

20. 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 and loss of profit.

e-Boks' liability shall be limited to the price of the individual shipment and in no event shall the total aggregate 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.

21. 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 where 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 exempted from their obligations according to 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.

22. 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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