

# Special Terms and Conditions for e-Boks

The present Special Terms and Conditions apply to the PostNord Strålfors service for Deliveries to e-Boks.

Through the service for Deliveries to e-Boks, the Customer, as the sender, is granted access to e-Boks' digital mailboxes, whereby Recipients can receive, administrate and archive electronic messages and consignments from companies, public authorities, organisations, etc.

## Customer terms and conditions

PostNord Strålfors has been authorized by e-Boks A/S to distribute services based on the e-Boks electronic mailbox system owned by e-Boks A/S.

In order to be able to access PostNord Strålfors' service for Deliveries to e-Boks, the Customer must have entered into a Customer Agreement in this regard with PostNord Strålfors.

The Customer must also accept e-Boks A/S Special Terms and Conditions for the use of e-Boks' service, as well as the associated Data Processor Agreement via [eboks-onboarding.com](http://eboks-onboarding.com). PostNord Strålfors issues the Customer an invitation to the onboarding process. For selected customer groups, the necessary terms from e-Boks A/S are not implemented via a separate onboarding process – see further in section 3.5.

The Customer's payment for use of e-Boks services is invoiced by PostNord Strålfors.

## Definitions:

**Sender:** The Customer (either a company, organisation or a public authority) that sends Consignments to its customers, employees or commercial partners via PostNord Strålfors.

**Data:** The contents of the Sender's electronic consignments, which PostNord Strålfors makes available to the Sender's Recipients in their e-Boks, as well as Registration and Receipt Lists, etc.

**Establishment of file transfer:** Delivery of the service via establishment of a file transfer or API connection to the PostNord Strålfors Omnichannel solution for delivery to e-Boks.

**Consignments:** The Data and Documents sent by the Sender to a Recipient.

**Business Day:** Monday through Friday, with the exception of Danish public holidays, June 5 and December 24 and 31.

**Implementation:** The action and activities which, via an implementation project and plan, ensure the connection and commissioning of Consignments.

**Mapping:** Conversion from one data format to another.

**Recipient:** Companies, private individuals or employees who receive mail from the Sender in their e-Boks.

**Keys:** Unique identification of a Recipient exchanged between the Customer, PostNord Strålfors and e-Boks A/S; for example, social security number (CPR no.), name and address or customer number.

**Customer Assignment:** Appendix to the Customer Agreement that defines and details the Parties' assignments and obligations under the Customer Agreement.

**PNSGB:** The prevailing PostNord Strålfors General Terms and Conditions that are published online at [www.stralfors.dk](http://www.stralfors.dk).

**Change request:** Any changes to the agreed delivery described in the Customer Assignment must be made and confirmed in writing between the Parties. The request will be implemented once both Parties have confirmed the request in writing to the Customer.

## 1.0 Scope of the Service

The scope of the Service is set out in the Customer Assignment.

## 2.0 PostNord Strålfors' obligations

PostNord Strålfors shall deliver the Service as described in the Customer Assignment and in accordance with these Special Terms and Conditions and PNSGB.

### 2.1 Connection

PostNord Strålfors undertakes to connect the customer to the Service in accordance with the technical conditions and requirements set out in the Customer Assignment. The Service is primarily delivered by access to PostNord Strålfors Connect Platform which serves as a multichannel distribution tool. The Service will be commissioned once the technological prerequisites have been fulfilled and when, as agreed in the Customer Assignment, the system has been thoroughly tested and no significant defects remain.

If, in PostNord Strålfors' assessment, the Customer has failed to provide all the information and/or conditions necessary for the connection, PostNord Strålfors shall be entitled to interrupt work on the connection until such time as the necessary conditions and/or measures have been provided.

PostNord Strålfors is entitled to invoice the Customer separately for the time spent for the connection or for any delay attributable to the Customer, such as untimely Deliveries, as well as for any other activity or action that PostNord Strålfors performs under a separate agreement with the Customer. Invoicing is calculated per hour according to PostNord Strålfors' prevailing price list.

If the Customer requests changes that entail remodeling the connection either fully or in part, PostNord Strålfors shall be entitled to invoice any associated work on an hourly basis in accordance with PostNord Strålfors' prevailing price list. Any changes shall be agreed in writing between the parties in the form of a Change Request to the Customer Assignment.

## 2.2 Operation and service

### 2.2.1 Delivery times and service levels

In the absence of any agreement to the contrary, documents delivered to PostNord Strålfors in the agreed volumes and formats before 4 p.m. on Business Days will be delivered to the Recipient before 8 a.m. on the following Business Day.

PostNord Strålfors must be informed of extraordinary volumes that differ substantially from usual consignment patterns from the Customer at least 14 days in advance. An "extraordinary volume" may, for example, consist of more than 500,000 documents per day.

If it has not proved possible to complete a consignment in accordance with the delivery times stated above, PostNord Strålfors will immediately implement measures with a view to rectifying the situation. Such measures will be implemented within no more than four hours in the period 8 a.m. to 4 p.m. on Business Days.

The Customer will be informed of incidents, such as delayed delivery, that may affect the Customer's customers. The Customer will be informed of such no later than 8 a.m. on the following Business Day.

The Customer will be informed of incidents that can only be rectified by the Customer, such as transactions containing invalid social security numbers (CPR no.) or company registration numbers (CVR no.) or non-identifiable name and address. The Customer will be informed of such no later than 8 a.m. on the following Business Day.

PostNord Strålfors provides operational stability for timely delivery of Consignments of 98 percent (up to 150 kb documents).

PostNord Strålfors provides system availability of 99 percent.

The service levels stated above are, however, conditional upon operational stability and system availability at e-Boks, and PostNord Strålfors accepts no liability for disruptions to operations at e-Boks.

### 2.2.2 Receipt for transmission

Following the transmission of all Consignments, PostNord Strålfors - depending on service platform - sends an electronic receipt file or publicizes information setting out the status of the completed transmission to the Sender. Receipt files are sent as soon as possible and no later than 24 hours after the document was delivered to the Recipient. Receipt files for each Consignment will contain an identification key, information about the channel used and time of delivery to the Recipient.

### 2.2.3 Support and hotline

PostNord Strålfors provides support for the Customers on Business Days: Monday through Friday, 8 a.m. to 4 p.m. Enquiries concerning operational issues can be addressed to:

PostNord Strålfors A/S  
Hedegaardsvej 88  
DK-2300 Copenhagen S  
Phone: +45 3386 8686, dial 4  
Email: [ekom.support@stralfors.dk](mailto:ekom.support@stralfors.dk)

### 3.0 The Customer's obligations

The Customer shall fulfil the obligations set out in these Special Terms and Conditions as well as other obligations than those stated here that may be incumbent on the Customer and which may, for example, be stated in the Customer Assignment or PNSGB.

#### 3.1 Mandatory Consignments in e-Boks

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

The Customer is likewise responsible for duly informing its customers, users and employees that they are responsible for activating their e-Boks, which is a precondition for the ability to read the digital consignment.

Customers can only start to use the Service once PostNord Strålfors has received a complete, signed Customer Agreement and after the agreed tests have been performed and approved.

If the Customer fails to fulfil its obligations under the plan for production commissioning, PostNord Strålfors shall be entitled to invoice the Customer for time spent, calculated by the hour, in accordance with PostNord's prevailing price list.

#### 3.2 Production basis

The Customer shall supply the production basis in the manner specifically agreed in the Customer Assignment and in other documentation provided by PostNord Strålfors. The Customer is additionally responsible for ensuring that the production basis is complete, correct and delivered on time.

The Customer bears the risk and responsibility for ensuring that the production basis reaches PostNord Strålfors.

If the production basis is incomplete or incorrect to such an extent that PostNord considers it impossible to perform production, PostNord Strålfors shall contact the Customer to give the Customer the opportunity to complete the basis or to deliver a new one. If, in PostNord Strålfors' assessment, a defect in the production basis can be rectified by PostNord Strålfors, then PostNord Strålfors will have the right, – although not the obligation – to do so against payment in accordance with PostNord Strålfors' prevailing price list. In such cases, PostNord Strålfors shall accept no liability for any delays or irregularities that may arise.

#### 3.3 Customer Assignment

The tasks encompassed by the Customer Agreement are stated in the Customer Assignment attached to the Customer Agreement. If, while the Customer Agreement is in effect, the Customer wishes to supplement a new Customer Assignment which, in PostNord Strålfors' assessment, affects the calculation of the price, terms and conditions of the Customer Agreement, the relevant adjustment shall be made through a written supplementary agreement.

The Customer may request changes to the Customer Assignment in the form of a Change Request with respect to the Service or Option, and pursuant to the provisions set out in the relevant Customer Assignment. PostNord Strålfors shall debit the Customer for the Change Request in accordance with PostNord Strålfors' prevailing price list. Change Requests shall be agreed in writing between the Parties through the preparation of a new Customer Assignment if the Parties or the scope of the changes require such. PostNord Strålfors confirms such

changes by actually implementing the change and notifying the Customer.

PostNord Strålfors reserves the right, having notified the Customer of such, to change its operating methods, technical specifications, systems, opening hours, structure, etc. Messages regarding any such changes shall be sent to the Customer in reasonable time, taking into account the nature of the change(s) in question.

#### 3.4 Contact

The Customer shall appoint a person responsible for the contact for PostNord Strålfors. If this contact person is replaced, PostNord Strålfors shall be informed of the change without delay.

#### 3.5 Concerning "Your Employer"-customers

Customers who use the solution "Your Employer" ("Din Arbejdsgiver") do not have to enter a direct contractual relationship with e-Boks A/S.

However, e-Boks A/S' 'General Terms and Conditions for Sending Customers' use of the e-Boks Services' applies directly to customers who use the "Din Arbejdsgiver" solution. The version in force at any time can be found on e-Boks A/S's website [corporate.e-boks.com/da/e-boks-data-processing-agreement/](https://corporate.e-boks.com/da/e-boks-data-processing-agreement/). Changes made by e-Boks A/S will have direct effect vis-à-vis the Customer without further notice.

In relation to "Din Arbejdsgiver" customers, e-Boks A/S is a sub-processor for PostNord Strålfors, which is why section 10, paragraph 2 of e-Boks' 'General Terms and Conditions for Sending Customers' use of the e-Boks Services' does not apply to "Din Arbejdsgiver" customers.

### 4.0 Shutdown

PostNord Strålfors is entitled to shut down the production system in connection with service procedures and upgrades, which shall, as far as possible, be carried out at times that do not affect utilization of the Service. As far as possible, the Customer shall be informed of planned shutdowns in advance.

The Customer has been informed that, from time to time, the Service may be rendered unavailable on account of planned and/or unplanned shutdowns in connection with necessary service procedures or maintenance of the Services and/or of PostNord Strålfors' system.

PostNord Strålfors is not liable for any faults or delays arising during such shutdowns.

To the extent that the Customer's use of the Service should cause technical problems or otherwise inconvenience PostNord Strålfors or other customers, PostNord Strålfors reserves the right to limit the Customer's usage or to shut down the Service with immediate effect.

### 5.0 Data Processing

In accordance with PNSGB Art. 20, the following instruction is created between the Customer and PostNord Strålfors. PostNord Strålfors processes the transferred personal data only on documented instructions from the Customer, unless required to do so by Union or Member State to which PostNord Strålfors is subject; in such a case, PostNord Strålfors shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

#### 5.1 Instruction and Purpose

The Customer's instruction consists in processing the personal data that the Customer transfers to

PostNord Strålfors for the purpose of the data processing.

The purpose of the data processing is the forwarding of the customer's Deliveries to e-Boks for digital distribution to the recipient as well as any return responses from e-Boks including signing information and completed payment. PostNord Strålfors is not entitled to process the contents of a Delivery other than to fulfil the purpose stated above, unless otherwise agreed in writing with the Customer.

#### 5.2 Categories of processing activities and data

PostNord Strålfors' processing of personal data on behalf of the Customer in connection with the provision of the Service includes the following categories of processing activities:

- Receiving Data
- Processing, including formatting file formats, generating documents, and more (according to customer agreement)
- Temporary storage
- Transmission to e-Boks A/S
- Deleting

Categories of registered persons about whom PostNord Strålfors processes personal data are determined by the Customer. Deliveries contain free text that is not decided by, or known by, PostNord Strålfors and which may contain any number or type of personal data. Therefore, the categories of data subjects may include e.g. the Customer's employees, former employees, applicants, customers, members, owners, etc., or others who may be mentioned (in free text) in the contents of Deliveries.

Categories of personal data used by PostNord Strålfors to provide the service:

- Danish Social security number (CPR-number) or
- Name, address, zip code and city

The contents of Deliveries transferred to PostNord Strålfors are determined by the Customer. Deliveries contain free text that is not decided by, or known by, PostNord Strålfors and which may contain any number of personal data. PostNord Strålfors' processing of data may thus include, inter alia, the following types of personal data in free text:

- Information regarding criminal convictions and/or offences
- Special categories of data of personal data: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

#### 5.3 Terms of Use for e-Boks without a CPR Number

e-Boks will try to find one recipient for each Consignment based on name, address and/or KVHX key. In cases where this is not possible, the Consignment will not be delivered. However, the Consignment will still be delivered in cases where the Sender addresses the Consignment using the KVHX key or address alone, which may result in multiple recipients receiving the Consignment.

If a message is sent to either a name and an address or to a KVHX key, and there are two people with the same name at the address, both of whom have

given address consent, no one will receive the message, and the Consignment will appear on an error list.

If the Consignment is sent using the address alone and where two persons with the same name live and only one has given address consent, the person who has consented will receive the Consignment, which may result in the wrong person receiving the message.

When sent to an address only, all persons who have given address consent will receive the Consignment, so the method may not be used to send Consignment containing personal information.

#### **5.4 International data transfers, confidentiality, security of processing, sub-data processor, assistance to the data controller as well as the data controller's rights to audit**

PostNord Strålfors is not entitled to transfer data to 3rd countries or international organisations unless required to do so by EU law or the national law of the Member States to which PostNord Strålfors is subject. In such a case, PostNord Strålfors shall inform the Customer of this legal requirement prior to processing, unless that law prohibits such information on important grounds of public interest.

PostNord Strålfors is obliged to ensure that all persons authorized to process personal data for the purpose of the data processing are subject to appropriate confidentiality.

PostNord Strålfors is entitled and obliged to take decisions on the technical and organisational security measures to be implemented to establish the necessary level of safety.

PostNord Strålfors is entitled and under obligation to implement and maintain procedures for information security based on legal requirements and good standards for data processing. The purpose is to ensure continuing confidentiality, integrity, accessibility and robustness of data processing systems and services to ensure that personal data is not lost or made accessible to unauthorized parties as well as to hinder negative consequences and harm a potential data protection incident may have for the registered person.

The specific security measures shall, at minimum, be as stated in GDPR article 32.

PostNord Strålfors has the Customer's general approval to use a sub-data processor for the data processing if necessary, to fulfill the purpose of the processing.

In accordance with GDPR article 28.2 upcoming and existing customers are entitled to request a list of sub-processor(s) used for the processing of personal data, so that the customer may exercise their opportunity to object to a sub-processor.

PostNord Strålfors is obliged to assist the Customer as required by Chapter III of the "General Data Protection Regulation" (GDPR) and to assist the Customer in ensuring compliance with the Customer's obligations under Articles 32 to 36 of the "General Data Protection Regulation, taking into account the nature of the processing and the information available to PostNord Strålfors.

The customer is entitled to, upon request, receive free of charge an auditor's report written by an independent third party regarding PostNord Strålfors' compliance with information security and relevant data protection legislation. The audit report is prepared yearly.

The customer is entitled to, upon request, receive free of charge a report from PostNord Strålfors' Data

Protection Officer regarding PostNord Strålfors' sub-data processor's compliance with information security.

## **6.0 Liability**

The applicable liability conditions are set out in PNSGB.

In the event of errors, defects or delays in connection with the execution of the Service, PostNord Strålfors' liability is limited to compensation for the individual order in the amount that the Customer, pursuant to the price list, has paid to PostNord Strålfors for the Service during the invoicing period in which the Customer was affected by the error, defect or delay.

PostNord Strålfors' liability concerning the Service comes into effect when PostNord Strålfors has received the Production Basis and notified the Customer of its approval. PostNord Strålfors' liability concerning the Service ceases once the Consignment is delivered in the format stipulated in the Customer Assignment, to e-Boks who is responsible for making the Consignment available for the Receiver.

### **6.1 Right to rectification of errors**

If the assignment is not carried out in accordance with the Customer Assignment and if this is attributable to errors in the Service caused by PostNord Strålfors, PostNord Strålfors has the right – once the Customer has pointed this out and at its own discretion – to rectify the error.

If, for any reason, PostNord Strålfors fails to rectify the error, the Customer shall be entitled to a reduction in the price for the Service corresponding to the payment for the defective documents. If PostNord Strålfors rectifies an error and this results in the delay of a document, the provisions of Section 5.2. below concerning Delay shall not apply.

If the Customer has reported an error and it transpires that no error exists for which PostNord Strålfors bears responsibility, PostNord Strålfors shall be entitled in certain situations to calculate a fee on the basis of PostNord Strålfors' prevailing price lists for the service performed.

### **6.2 Delay**

In the event of deviations from the agreed delivery time (delayed delivery) which can be attributed to PostNord Strålfors, the Customer shall be entitled to a reduction in the price for the Service that corresponds to the payment for the delayed documents. Any such price reduction can, however, only be applied in cases where the delay can be considered to have constituted a significant inconvenience to the Customer, and only on condition that the Customer has not already been accorded a reduction in the price pursuant to Section 5.1 above.

## **7.0 Publication of Service-related documents including Customer Terms and Conditions**

The websites listed below publish the respective countries' prevailing technical manuals and other Service-related documents, as well as Customer Terms and Conditions, i.e. the Special Terms and Conditions and PNSGB for each individual Service. Service-related documents and Customer Terms and Conditions published in accordance with the list below are applicable in the country where the Service is provided by PostNord Strålfors in the language in which the agreement was drawn up.

Denmark:

[www.stralfors.dk/Om-os/Vilkar-og-betingelser](http://www.stralfors.dk/Om-os/Vilkar-og-betingelser)