

# **Special Terms and Conditions for mit.dk**

#### 1. In General

The present Special Terms and Conditions apply to the PostNord Strålfors service for deliveries to mit.dk.

PostNord Strålfors has been authorized by Netcompany A/S (in the following "Netcompany") to distribute services based on the mit.dk digital mailbox solution owned by Netcompany.

In order to be able to access PostNord Strålfors' service for deliveries to mit.dk, the Customer must have entered into a Customer Agreement in this regard with PostNord Strålfors.

Further, the use of PostNord Strålfors' service Connect is a prerequisite, therefore the Customer must also acquire this service and accept PostNord Strålfors' Special Terms and Conditions for Connect.

The tasks encompassed for the mit.dk solution as well as the Connect service are stated in the Customer Assignment attached to the Customer Agreement.

#### 2. Definitions

Customer: The legal entity with a danish Company Registration number (CVR no.) that wishes to send Consignments to its customers, employees or commercial partners via PostNord Strålfors and mit.dk.

Data: The contents of the Sender's digital Consignments, which PostNord Strålfors makes available to the Sender's Recipients in mit.dk.

Consignments: The data and documents sent by the Customer to a Recipient.

Recipient: Private person or legal entity who receives Consignments from the Customer. A Recipient is identified at least by a CPR (Social Security) or CVR (Company Registration) number.

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

PNSGTC: The prevailing PostNord Strålfors General Terms and Conditions that are published online at www.stralfors.dk.

Mit.dk Solution: The digital mailbox mit.dk where the Customer can send digital Consignments to the desired Recipients. The Solution is operated and managed by Netcompany.

Cloud Services related to the Solution: The services listed in clause  $5. \ \ \,$ 

Connect platform: The PostNord Strålfors omnichannel distribution tool used to reach the Solution.

# 3. Scope of the service

Netcompany provides the Software-as-a-Service (SaaS) digital mailbox solution mit.dk (in the following "the Solution") in which Recipients can receive, administrate and archive digital Consignments from

companies and organizations. Upon authorization from the Danish Digitalization Agency the Solution will also present Consignments from authorities (Digital Post).

The Solution is delivered together with the Cloud Services described in section 5.

PostNord Strålfors provides the Connect platform which serves as an omnichannel communication service and distribution tool for the Customer's communication via the Solution to its Recipients.

Via the Administration Portal in the Connect Platform the Customer gets access to an integrated delivery to the Solution.

PostNord Strålfors shall deliver the service as described in the Customer Assignment and in accordance with these Special Terms and Conditions and PNSGTC

Further, the Solution and the Cloud Services are covered by the terms and conditions set out in the Cloud Service Terms in Appendix 1.

When using the mit.dk Pay Solution the Customer is responsible for ensuring that the End User which receives a payment request from the Customer is of legal age and has the legal authority to initiate payments.

# 4. Onboarding to the Connect platform

The Customer must be onboarded to PostNord Strålfors' Connect platform in accordance with the technical conditions and requirements set out in Post-Nord Strålfors' Special Terms and Conditions for Connect and the appendices thereto.

It is the Customer's obligation to ensure that the Customer is able to send Consignments to the Recipients, including that the Recipients of the Consignments have subscribed to the mit.dk Solution and have approved to receive Consignments from the Customers through the mit.dk Solution.

Following the transmission of a Consignment, the PostNord Strålfors Connect Portal shows the status of the completed transmission. The Customer can use API service for pull of status of delivery.

Service levels for the transmissions via the Connect platform is according to the Service Level Agreement in PostNord Strålfors' Special Terms and Conditions for Connect.

# 5. Service Description for the mit.dk Solution

The following Cloud Services are delivered together with the Solution:

# 5.1 Customer's access and use of the Solution

The Customer will get access to the Solution in order to establish APIs or file-based deliveries to the Connect Platform so Consignments can be sent by the

Customer to its Recipients that have signed up to mit.dk. As soon as the Consignment sent by the Customer is available within the Solution for the Recipient, it is considered delivered by PostNord Strålfors and can be invoiced by PostNord Strålfors in accordance with the Agreement.

PostNord Strålfors provides the necessary application-programming interfaces and administration interfaces.

#### 5.2 Recipients access to and use of the Solution

The Solution provides the Customer's Recipients with access to the Consignments that have been sent by the Customer. All Consignments sent by the Customer and other private companies to the Solution which uses the platform, are available through digital access i.e. web and mobile native apps on iOS and Android. All Recipients can log into the Solution using a joint Danish authentication and authorization platform, based on services such as NemID or MitID. The Recipients must consent to mit.dk's end-user agreement when logging into the Solution.

The Solution will, alongside Consignments from companies and organizations, display messages that the Recipients received from the public sector in Denmark. This availability is achieved through a third-party agreement between Netcompany and the Danish Digitalization Agency. Access to the public sector Consignments are subject to the availability of these Consignments.

Any Recipient can, free-of-charge, use mit.dk to read and interact with all Consignments in accordance with the mit.dk end-user agreement.

#### 5.3 Operation and management of the Solution

Netcompany will operate and manage the Solution, including the underlying technical infrastructure and software, in order to ensure its availability in accordance with the Agreement. The Solution is hosted in Denmark.

Netcompany will continuously monitor the Solution for any technical, security, performance or other issues and take appropriate measures to address such issues, including diagnostics/troubleshooting, configuration management and system repair management in accordance with the Service Level Agreement for the mit.dk Solution in Appendix 2.

The operation of the Solution also includes continuous updates of business continuity plans, contingency plans, and disaster recovery plans.

#### 5.4 Maintenance services

The Solution will regularly be improved, amended and enhanced to meet the business demands of the customer base and in accordance with the roadmap of Netcompany, however, Netcompany may develop new modules, features or products, which may be separately marketed and priced. PostNord Strålfors eventual resale of any new modules, features or product shall be subject to applicable terms, and prices for such new modules, features or products



and the parties shall enter into a written agreement or an addendum to this Agreement regarding this.

Netcompany will provide (i) regular scheduled maintenance tasks and activities, and (ii) limited un-planned/emergency maintenance tasks and activities.

The maintenance services of the Solution are free of charge.

#### 5.5 Support Services

The Customer will have access to support services via Connect Portal and selected support services.

Further, Netcompany will provide support services for all Recipients in accordance with industry practice. The support services are free of charge for Recipients.

#### 6. Prices

Prices are stated in the Price Appendix to the Customer Agreement.

The price consists of a fee for the handling and transmission of the digital Consignments, a fee for the Solution, and a subscription fee for service and support by PostNord Strålfors.

If the Customer has reported an error and it emerges 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.

### 7. Additional Solutions

The Customer may purchase several additional Solutions subject to availability from Netcompany and PostNord Strålfors. These are settled in accordance with the prices stated in the Price Appendix.

#### • Read

Expand your 'letter' with a wide range of MeMo actions and metadata for use in internal systems.

#### • Sign

Provide the opportunity to sign documents in mit.dk.

#### Pay

Provide the opportunity to pay bills in mit.dk.

#### Book

Send suggestions for meeting dates and provide the opportunity to confirm in mit.dk.

#### Chat

Provide the opportunity for chat conversations with e.g. customer service, in mit.dk.

#### Consent

Ask for consent in mit.dk for e.g. business cases.

#### Data

Retrieve data from the open mit.dk and use it to create better customer experiences.

## 8. Contact person

According to PostNord Strålfors' Special Terms and Conditions for Connect the Customer must appoint both a technical/it-security contact person and a contractual contact person, who both must be responsible and have the necessary mandate in the cooperation relationship with PostNord Strålfors.

The contact persons appointed in the Connect Portal as responsible for the Connect Service will also be considered the contact persons for all information related to the mit.dk Service.

#### 9. Data Processing

The Customer is to be considered a data controller and PostNord Strålfors is to be considered a data processor.

If the Customer is a personal data processor acting on behalf of a data controller, then PostNord Strålfors is to be considered a sub-personal data processor of the data controller.

To the extent that personal data will be processed on behalf of the Customer and the Customer's customers, such processing shall take place on the terms and conditions set out in Data Processing Agreement for mit.dk as an appendix to the Customer Agreement.

### 10. Liability

The applicable general liability conditions for the service are set out in PNSGTC.

In addition, the specific liability conditions as well as the limitation of liability for the Solution and the Cloud Services are set out in the Cloud Service Terms in Appendix 1.

PostNord Strålfors' liability concerning the service comes into effect when PostNord Strålfors has received the Data. PostNord Strålfors' liability regarding the service ceases when PostNord Strålfors shows a status of the completed transmission to the Customer

## 11. 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 PNSGTCB 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

In addition, guidelines and manuals on the service are available on the Administration Portal.