

## PostNord Sverige AB

# SPECIAL TERMS AND CONDITIONS FOR CUSTOMER PORTAL

PostNord Sverige AB, reg.no. 556711-5695, ("PostNord") provides the PostNord's customer portal ("Customer Portal") to the customer ("Customer"). The Customer may be a private person or a company or other organization.

The terms and conditions herein shall be applicable for any and all use of the Customer Portal by the Customer.

The purpose of the Customer Portal is to enable extended customer service and efficient communication with PostNord.

## 1. Customer's Obligation

### 1.1 Authorized User

PostNord will provide the Customer or – at a company or other organization – administrators at the Customer ("Customer Administrators") with user names and passwords to be able to use Customer Portal. Customer Administrators will be able to allocate user rights within the Customer's organization.

Customer Administrators shall be deemed to be authorized by the Customer to access and fully use Customer Portal and all functionality on behalf of the Customer.

The Customer is solely responsible to ensure that no one else or – at a company or other organization – only an approved employee authorized to purchase services from PostNord is allocated user rights, incl. user name and password, to the Customer Portal. The Customer is fully liable for any and all use of the Customer Portal via the Customer user name and password. The Customer shall hold PostNord harmless and indemnify PostNord for all cost and damages as a consequence of its usage of the Customer Portal.

### 1.2 Control of user name and password

The Customer shall ensure that no one else or – at a company or other organization – only approved personnel authorized to purchase services from PostNord gets information and/or access to Customer's user names and password to the Customer Portal.

The Customer is liable to provide instructions to its users of the Customer Portal; that the user names and the password is strictly personal; that the users shall not disclose user names or passwords to anyone else; and to not make any written notes which could be understood and accessed by other persons.

### 1.3 Block

If the Customer suspects or should suspect that someone which is not authorized has got access to the user names and passwords, the Customer shall immediately report this to PostNord, e.g. by contacting customer service or using relevant functionality in the Customer Portal.

### 1.4 Miscellaneous

The Customer shall comply and apply with the recommendations and instructions provided by PostNord from time to time. Such recommendations and instructions can be found in the Customer Portal or relevant PostNord website.

The Customer shall pay prices as agreed by the parties. In the absence of such agreement, PostNords current regular price list applicable from time to time shall apply.

## 2. PostNord's Obligations

### 2.1 Blocking

PostNord is responsible to without unreasonable delay block the Customer's access to the Customer Portal after a block request in accordance with section 1.3 above.

### 2.2 Customer Service

If the Customer Portal would not function properly the Customer shall report this to PostNord through the relevant functionality in the Customer Portal or via PostNord customer service. PostNord will remedy the problem in the manner and speed as it sees fit in relation to the actual problem at hand. PostNord's liability for defaults and delays concerning the Customer Portal is limited according to section 6.

### 2.3 Availability

The Customer Portal is normally available every day with exception of planned and unplanned service windows for maintenance and upgrades of the Customer Portal.

PostNord will provide information as regards service windows as it deems necessary case by case, either via the Customer Portal or e-mail. PostNord does not guarantee that the Customer Portal is provided without problems, errors or delays, especially not since the Customer Portal will be without monitoring and support from time to time.

## 3. Amendments

PostNord is entitled to update and upgrade the Customer Portal with new functionality without informing or consent from the Customer. However, PostNord will strive to share information as regards such updates and upgrades as relevant from time to time.

In addition, PostNord is entitled to change the Customer Portal for technical reasons, e.g. new capacity, new scripts, information security or administration applications.

The Customer is always responsible to keep itself informed as regards applicable user rights and these special terms and conditions.

Applicable user rights and terms and conditions for the Customer Portal will be found and shared on the relevant PostNord website. The Customer acknowledges and agrees that the user rights and these special terms and conditions may be amended from time to time during the term.

PostNord is entitled to amend the user rights and special terms and conditions herein without any information to or approval from the Customer. Such amendment will be applicable and valid thirty (30) days after relevant announcement on relevant PostNord website.

However, any amendment due to applicable legislation, regulation or government agency shall be effective with immediate effect. If the Customer does not approve of any amendment, then the Customer shall be entitled to terminate the contractual obligation related to the Customer Portal.

As regards services where the Customer Portal may be used or must be used for the performance of the services, there are certain relevant terms and conditions specified in special terms for the respective service.

## 4. Notice

A notice that PostNord has sent to the Customer via e-mail to the address as specified in the customer

application for access to the Customer Portal shall be deemed to be received by the Customer latest ten (10) days after the sending date.

The Customer shall promptly report any change of e-mail and other contact info to PostNord.

## 5. Term, termination and block

When the Customer has accepted these special terms and conditions, it will be provided access to the Customer Portal until further notice.

Termination as set forth below: The Customer is entitled to terminate the right to the Customer Portal with immediate effect. When such termination notice has been received by PostNord, PostNord shall without unreasonable delay block the Customer's access to the Customer Portal.

PostNord is entitled to block the access to the Customer Portal with immediate effect if:

- The Customer uses the Customer Portal in breach of the special terms and conditions and purpose herein
- There are reasonable grounds to suspect that the Customer will not fulfill its obligations towards PostNord
- There are reasonable grounds to suspect that the Customer Portal will be misused or used for reasons other than stated herein
- There has been ten (10) unsuccessful attempts to log in to the Customer Portal upon behalf of the Customer or due to other reasonable suspicion about mishandling or if the Customer stops to be billing customer at PostNord.

PostNord may in addition terminate the right to use the Customer Portal with two (2) weeks' notice after termination notice has been received by PostNord.

The Customer Portal shall under all circumstances be blocked latest when the termination is effective.

## 6. Liability

PostNord shall have no liability for any indirect damages or damages or loss that arises in connection with the Customer's use of the Customer Portal. PostNord is consequently not liable for any damage or loss caused by but not limited to:

- That the Customer Portal is not available or is not functioning or has errors, incidents or problems,
- That the Customer Portal has been blocked on incorrect ground of for wrong reasons, or
- That there are defaults or errors in the information shared in the Customer Portal.

Only proven losses will be compensated and compensation will only be paid if proper documentation of the claim is provided.

Claims against PostNord must be brought within a period of one year from actual incident. Where claims are not brought within the prescribed period, the right to bring the claim shall be forfeited.

## 7. Processing of personal data

### 7.1 PostNord as data controller

7.1.1 When PostNord processes personal data to administrate accounts and provide access to the Customer Portal, to provide Customer Service, to create anonymized statistics as well as to develop and test PostNord's IT systems, PostNord is considered a data controller according to the data protection legislation.<sup>1</sup>

<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free

movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); the "GDPR" and such national legislation implementing the GDPR is the applicable data protection legislation.

7.1.2 As data controller, PostNord will process personal data related to the Customer (if the Customer is a private person) and/or the Customer's employees (if the Customer is a legal entity) and holders of power of attorneys to receive mail and packages, such as name, address, email address, user ID's and log in details.

7.1.3 For more information on PostNord's processing of personal data and of the rights of the data subject whose data is processed, see our external privacy policy at [postnord.se/integritetspolicy](https://postnord.se/integritetspolicy). If the Customer is a legal entity, the Customer is responsible for informing its employees and holders of power of attorneys of PostNord's processing of personal data.

7.1.4 Data controller for the processing of personal data is PostNord Sverige AB, Terminalvägen 24, 171 73 Solna.

## *7.2 PostNord as data processor*

7.2.1 When PostNord processes personal data in customer lists that the Customer creates or uploads on the Customer Portal, PostNord is considered data processor according to the data protection legislation, processing such personal data on behalf of the Customer. The personal data in the customer lists will be processed for the purposes of providing the services and functions on the Customer Portal that the Customer has ordered. When PostNord is the data processor, the data processing provisions set forth below shall apply.

7.2.3 The categories of personal data that PostNord may process are e.g. name, addresses, email addresses, telephone number and personal identification number, related to the Customer's customers.

7.2.4 PostNord undertakes to only process the personal data in accordance with these terms and other documented instructions from the Customer. PostNord undertakes to comply with all obligations in the data protection legislation, including but not limited to Article 28.3 a)-h) of the GDPR.

7.2.5 PostNord enjoys a general right to engage sub-processors for the performance of PostNord's processing of personal data under these terms. PostNord shall, on request, notify the customer of any plans to engage new sub-processors or replace sub-processors, so that the Customer is given the opportunity to object to such changes. In relation to the sub-processors that are engaged, PostNord shall enter into data processing agreements that meets the requirements in the data protection legislation. If PostNord engages sub-contractors in a third country, PostNord undertakes to ensure legal basis for the transfer to the third country in accordance with the data protection legislation, e.g. by way of, on the Customer's mandate and mission, entering into a so-called Data Transfer Agreement including the model clauses adopted by the EU Commission.

7.2.6 Customer is responsible for the erasure of personal data that the Customer uploads or creates on the Customer Portal.

7.2.7 PostNord's liability for any damage arisen in connection with personal data processing shall not, for each calendar year, exceed fifteen (15) percent of the amount that PostNord debits to the Customer for any services ordered by the Customer via the Customer Portal during the relevant year.

7.2.8 If and when the Customer should request PostNord's assistance in order to comply with the Customer's own obligations as under the data protection legislation, such as responding to requests from data subjects, PostNord shall be entitled to compensation on a time and material basis.