

# Data Processing Agreement (DPA)

between the

## **CONTROLLER**

**Customer of ePost services**

and **PROCESSOR for ePost:**

**KLARA Business AG**

**A digitisation specialist of Swiss Post**

**Schlössli Schöneegg**

**Wilhelmshöhe 1 CH-6003 Lucerne**

## **1. Object of the Data Processing Agreement**

- 1.1** The processor offers the controller a digital platform with various modules that simplify office routines, sending letters by post and scanning documents. The personal data processed by the controller are transferred to the processor according to software-as-a-service (SaaS) services.
- 1.2** Data processing is carried out as part of the controller's use of the processor's products (hereinafter "service") and includes activities that are described in the General Terms and Conditions (hereinafter "GTC"), any supplementary terms and conditions, the Privacy Statement (hereinafter "PS") and the current service description on the processor's website.
- 1.3** By registering a KLARA or ePost user account, the controller concludes the present agreement on order data processing with the processor as part of the contract and in addition to the GTC, and issues the corresponding instructions for data processing to the processor.



## **2. Categories of data subjects**

**2.1** The categories of data subjects depend on the services used by the controller and the data transmitted therein. In particular, these may include the following. The list is not exhaustive:

- Data on the controller's employees
- Data on the controller's customers
- Data on the controller's partners
- Data on the controller's suppliers
- Controller's financial data
- Recipients, senders and potential recipients of documents (ePost)

## **3. Rights and obligations of the processor**

**3.1** The processor processes data from data subjects within the framework of the contractual relationship only in accordance with the GTC, the PS and the present agreement; unless there is a legally regulated exceptional case.

**3.2** The processor ensures that personal data are processed in accordance with data protection regulations, and implements suitable technical and organisational measures to ensure confidentiality, availability and integrity. The processor regularly checks the effectiveness of the technical and organisational measures taken and adjusts them if necessary.

**3.3** The processor processes the personal data as long as the contractual relationship between the controller and the processor exists.

The processor deletes the contractual data if the controller instructs this and the controller cannot do this themselves.

Excluded from this are data that are required for further processing due to legal regulations or for compelling internal purposes.

**3.4** As soon as the processor becomes aware of a breach of data protection, they will take appropriate measures to reduce possible adverse consequences for the persons concerned. The processor informs the controller immediately if their data are affected. In addition, the processor fully complies with the applicable legal provisions with regard to the reporting of data protection breaches.

#### **4. Rights and obligations of the controller**

- 4.1** Within the framework of the contractual relationship, the controller is solely responsible for the legality of the data transfer to the processor and for the legality of the data processing. If individual data subjects do not agree to the intended data processing, the controller is responsible for deleting the respective data in their KLARA account accordingly.
- 4.2** The controller has the right to receive information about the technical and organisational measures taken by the processor to ensure data security before and during data processing.
- 4.3** The controller is responsible for the security of the data on devices and the transport route to the processor.
- 4.4** The controller has the right to contact the processor with questions about data processing and to ensure compliance with this agreement.

#### **5. Confidentiality obligation**

- 5.1** When processing data for the controller, the processor is obliged to maintain data secrecy and to uphold confidentiality regarding data that they receive or become aware of in connection with the order.
- 5.2** The processor ensures that they are aware of the applicable data protection regulations and are familiar with their application.
- 5.3** The processor obliges all employees who provide services in connection with the controller's order to treat confidentially all the controller's data, in particular the personal data processed for the controller.

#### **6. Data subjects' requests**

- 6.1** If a data subject contacts the processor with requests for correction, deletion or information, the processor will refer the data subject to the controller, provided that assignment to the controller is possible based on to the data subject's details. The processor forwards the data subject's request to the controller within a reasonable period of time.
- 6.2** The processor can support the controller with regard to a data subject's data privacy claims within the scope of their options. In this case, the processor is entitled to demand compensation for expenses.
- 6.3** The processor is not liable if the data subject's request is not answered by the controller, or is not answered correctly or on time.

## **7. Proof**

**7.1** The processor must use appropriate means to demonstrate to the controller that they have complied with the obligations set out in this agreement. This is carried out via self-audit or ISO 27001 certification.

**7.2** Should inspections by the controller or an auditor commissioned by them be required in individual cases, these will be conducted during normal business hours without disrupting the operational process, following notification and taking into account a reasonable lead time. In this event, the controller assumes the audit costs incurred. In the case of particularly high personnel involvement, the processor may charge the controller accordingly.

## **8. Third parties and subcontractors**

**8.1** The processor may use subcontractors to fulfil the contractual service. The assignment of subcontractors by the processor is permissible insofar as they themselves meet the requirements of the present agreement within the scope of the subcontract. The processor makes agreements with the subcontractors to the extent necessary to ensure appropriate data protection and information security measures. Subcontractors who do not have access to customer data or who do not process personal data as processors are exempt from this regulation. A list of the current subcontractors for the processor (hereinafter referred to only as “subcontractors” for the sake of simplicity) is available [here](#).

**8.2** The controller agrees that the processor uses the subcontractors named on the processor’s website. Before engaging further subcontractors, the processor informs the controller by updating their website. The overview on the website must be updated at least 14 days before their engagement. The controller regularly reviews the overview. The client may object to the change for good cause within 14 days of noticing it. If there is no objection within the period, consent to the change is deemed to have been given. If there is good cause under data protection law, and if a mutual solution cannot be found between the parties, the controller is granted an extraordinary right to terminate the service in question.

## **9. Termination**

**9.1** After termination of the contract, the processor physically deletes all data that have come into their possession, with the exception of the information and documents required to comply with the statutory retention obligation.

**9.2** The controller has the right to have the complete and contractual deletion of the data documented and confirmed by the processor.

**10. Final provisions**

**10.1** The processor may modify this agreement in accordance with the regulations in the GTC. There are no verbal subsidiary agreements.

**10.2** Otherwise, the provisions in the GTC, in any supplementary terms and conditions and in the PS, apply. In the event of any contradictions between this agreement and the GTC or any supplementary terms and conditions, the provisions in the supplementary terms and conditions shall take precedence first, and those in the GTC shall take precedence secondarily.

KLARA Business AG, March 2024