

GENERAL CONDITIONS FOR EXPRESS MAIL SERVICE EMS DATAPOST

1. The Cyprus Post provides a service for the express international transfer of documents and merchandise known as EMS Datapost, under the following conditions, which the sender or lawful representative states that he accepts unreservedly. Furthermore, the sender is obliged to comply with the laws, the national law and regulations in force in the country of destination or the transit countries of the item.
2. The Cyprus Post undertake the transport of EMS Datapost items for its customers, from the time they are handed over until they reach their destination, with the maximum speed and security, in accordance with the price list applicable at the time. The choice of procedures and the means of transport constitute the right and responsibility of the Cyprus Post.
3. The sender guarantees that he/she is the owner or rightful holder of the items handed over for despatch and handling or the representative of the owner or holder of the said items and that he/she accepts all the General Conditions of the service provided.
4. The sender is obliged to complete the Accompanying Carriage Voucher personally and to describe clearly and completely the content of the item to be dispatched, including its actual value. The sender also guarantees that: a) the content of the item sent is what has been described, that is in compliance with the contents of the Universal Postal Union (UPU) Convention and that it is not contained in the UPU's List of Prohibited Items b) all details regarding the sender and the recipient have been correctly recorded.
5. Cyprus Post does not undertake the handling and transportation of items contained in the UPU List of Prohibited Items valid at the time, such as: radioactive materials, infectious substances, sensitive biological substances, explosives, flammable substances, corrosive material, narcotics, compressed gas and any other article whose transportation is prohibited by the International Air Transport Association (IATA) and the International Civil Aviation Organisation (ICAO). Cyprus Post has the right to check the item using any method or means, including the opening of the package in order to prevent the transportation of prohibited goods.
6. The sender will apply due diligence and will be responsible for the safe, adequate and sturdy packaging of the items to be dispatched. The sender is solely responsible for compensating persons or for other items that have been destroyed or that have incurred damage as a result of not complying to paragraphs 4 and 6.
7. The weight of each item must not exceed 30,00 kg and the length cannot exceed 1,50 metres whereas the total of all three sides cannot exceed 3 metres. These dimensions and weight may vary, depending on what applies in the country of destination.
8. The item is delivered to the address of the recipient in the country of destination, as set out in the Accompanying Carriage Voucher. The delivery of the item is effected, where possible, within 24-48 hours, depending on the day and time of its arrival in the country of destination, on working days, except for cases where it requires to be cleared through customs or it requires delivery to the recipient's postal box or if recipient unavailable or cannot be located.
9. The sender may apply to the Customer Service Section of the Cyprus Post (tel. 80002000), for information as to tracking the item or for the submission of a complaint within a period of four

(4) months from the date following its deposit. Track and trace can be done through our website www.cypruspost.post or from the application for smartphones (Cyprus Post) which is available for Android and iOS operating systems. The submission of an inquiry or a complaint and its handling is free of charge. Inquiries or complaints can be sent to: Department of Postal Services, 1900 Lefkosia or via our website or by e-mail to registry@dps.mcw.gov.cy or by fax to 22661133.

10. In the case of loss, theft or total destruction of the item, the Cyprus Post shall refund the postages paid to the sender. In addition, Cyprus Post will compensate as follows:
 - a. For items containing documents: € 40
 - b. For items containing merchandise: maximum compensation of € 150, according to the actual value of the item as declared on the Accompanying Carriage Voucher. In the case that the value was not declared, Cyprus Post shall compensate the amount of € 40, unless the sender produces evidence proving the actual value of the contents of the item, with the maximum compensation amount of € 150. Cyprus Post may demand documentary proof as to the actual value of the content before paying any compensation. In case of proved partial damage, compensation is paid according to the actual damages of the contents of the item, with maximum compensation of € 150. In this case, the postages paid are not refunded.
11. The Cyprus Post bears no responsibility and does not compensate nor do they refund the postages paid in the following cases:
 - a) for any delay in the delivery of the item
 - b) for loss or damage caused due to the fault of the sender or recipient
 - c) for loss or damage which is the result of improper packaging or caused to the item itself due to its nature (for example perishable foods or items that do not present any damage externally but present problems during their operation etc)
 - d) for reasons due to *force majeure* or in cases of unexpected and exceptional events (delays in scheduled flights, security measures etc)
 - e) for any direct or indirect loss, consequential damage, loss of income or profits, loss of purchase or use, breach of contract etc, whether caused by the service or not, to the customer or third parties
 - f) for false, insufficient or incorrect statement on the Accompanying Carriage Voucher
 - g) when the relevant application has not been submitted within the time specified in paragraph 9.
 - (h) for any delay due to the customs clearance or customs control procedure of the item in the country of destination or transit countries, incorrect, insufficient or illegible address of the recipient, delay on the part of the recipient to respond to effect delivery or failure to collect the item or inability to access the premises of the recipient.
 - (i) For items that have been confiscated or they have been returned to the sender after a ruling by any competent Authority (eg. Customs).
12. Any item returned to Cyprus is subject to return fees and if it is not delivered to the sender for any reason within twelve (12) months, then it may be destroyed or sold.
13. The present conditions replace and/or prevail over all the conditions in use to date. The conditions of EMS Datapost service are available at all service points as well as the website of Cyprus Post at www.cypruspost.post.
14. In case of discrepancy between the English and the Greek text, the text in Greek prevails.