

General Terms and Conditions of the My Preferences Service

Applicable starting from July 01 2018

Article 1: Definitions

"Application" means the online bpost application the Addressee can use to make known his or her delivery preferences.

"Addressee" means any natural person or legal entity that uses the Application to make use of the Services;

"General Terms and Conditions" means these general terms and conditions with regard to the My Preferences Service;

"Registration" means any registration of Services through the Application by the Addressee in accordance with the provisions of Article 5 of these General Terms and Conditions.

"Safe Place" means a place chosen by the Addressee and located at the original address stated on the Parcel.

"Neighbour" means a neighbour chosen by the Addressee, defined as a person who works or lives in the same or a neighbouring building no farther than 50 metres from the original address stated on the Parcel.

"Illustration" means any element that is provided online by the Addressee through the Application with the intention of clarifying the delivery preferences, such as photos, images, drawings, characters, signs, texts or other illustrations, which may be created on a Computer, Smartphone or Tablet.

"My Preferences' Service" or **"Service"** means the Service provided by bpost enabling the Addressee, using the Application on a Computer, Smartphone or Tablet, to make known his or her Delivery preferences that will be complied with (1) if the Addressee of the Parcel is not at home or (2) where bpost offers this service: if the Addressee requests delivery directly from a Pick-up point. If the Addressee requests a delivery directly to a Pick-up point, he or she gives bpost permission to deliver the Parcel directly to the Pick-up point of his or her choice, without bpost having first to try to make a delivery to the Addressee's address.

"Smartphone, Computer or Tablet" means the mobile device whose configuration and operating system support the Application and

that is connected to the internet by any connection method whatsoever (WiFi, 3G, ...).

"Parcel" means any envelope, packet, bag or other mail item that fulfils the conditions for being transported as a Parcel, as stated in the General Terms and Conditions for Parcels, with the sender and entrusted by the sender to bpost for Transport;

"other Location" means (1) with a Neighbour, (2) at a safe place, in both cases if the Addressee is not home or (3) a Pick-up point if the Addressee is not home or if the Addressee has given instructions to deliver directly to a Pick-up point.

"Pick-up point" means (1) a post office, or (2) a PostPoint, or (3) a Kariboo point or (4) a Cubee parcel locker.

"Cubee parcel locker": means a Cubee parcel locker in which the sender can deposit Parcels that will be processed by bpost, and where the Addressee can pick up Parcels, in application of the My Preferences Service

Article 2: Scope, subject of and changes to the General Terms and Conditions

2.1 These General Terms and Conditions apply to the use of the Application and to the My Preferences Service provided by bpost, a limited company under public law with registered office at Centre Monnaie, 1000 Brussels ("**bpost**") and registered under VAT number BE 0214.596.464 in the Brussels business register. They apply to any access and any consultation of the Service or the Application by the Addressee as well as to any use of the Service or the Application by the Addressee.

2.2 The Addressee's General Terms and Conditions do not apply.

2.3 The other services performed by bpost are governed by other general terms and conditions that the Addressee can read at www.bpost.be. In the event of inconsistency between those general terms and conditions and these General Terms and Conditions, the latter have priority.

2.4 When confirming Preferences in the manner set out in Article 5, the Addressee is requested

to read the following General Terms and Conditions and to confirm and accept the provisions contained therein using a special window that is displayed on the screen of his or her Computer, Smartphone or Tablet. By clicking the box next to the words "I agree with the General Terms and Conditions and have been informed about the use of my personal data as described in the General Terms and Conditions. I therefore understand that the bpost Group may also use the data I provide through the Application among other things to inform me of other bpost campaigns that fit my profile and interests. My data will not be shared with other companies." The Addressee hereby confirms that he or she accepts these Terms and Conditions without reservations.

2.5 bpost reserves the right to amend these General Terms and Conditions. Any new version of or amendment to the General Terms and Conditions will come into effect as soon as they are published online in the Application. The Addressee shall be deemed to have accepted this new version or the amendment by the simple act of continuing to use the Application or the Services. Any purchase or use of the Service by the Addressee is regulated by the General Terms and Conditions applicable on the date of the Order, as registered by the Application.

Article 3: Description of the My Preferences Service and Limitations

3.1 The My Preferences Service consists of the possibility for the Addressee to enter and clarify by means of an illustration, as soon as the online Application is opened on his/her Laptop, Smartphone or Tablet his or her delivery preferences, which are used by bpost to deliver the Parcel if the Addressee requests delivery to another Location if he or she is not home.

3.2 The My Preferences Service is made available to the Addressee for his or her own needs and as part of the management of his or her Parcels.

3.3 The Application and the My Preferences Service and the relationship with the Addressee are available in three languages, Dutch, French and English, as the Addressee chooses.

3.4 The Application uses the email addresses to which Parcels are notified by bpost and matches them with the email addresses activated in the My Preferences Service. By means of an

additional identity check (e.g. a unique code) by the Addressee, it will be possible to give bpost permission to carry out a secure matching based on the surname, given name and address in the event that parcels are notified to bpost by the sender without providing an email address for the Addressee. This way, bpost can comply maximally with the Delivery preferences.

Article 4: Using the Application

4.1 The Service is accessible through internet. To use the Service the Addressee must have an internet connection, the costs of which are payable by the Addressee and for which the Addressee is exclusively responsible. The Addressee must also ensure that the Computer, Smartphone or Tablet and its operating system support the Application in accordance with the required configuration conditions as set out by bpost and/or on the website that provides access to the Application. To use the Services, the Addressee must also have a valid email address.

4.2 The Addressee is fully liable for the use of the Application and the Service. In particular, the Addressee acknowledges that he or she can be held liable in the event of identity fraud. The Addressee undertakes to use the My Preferences Service in accordance with these General Terms and Conditions and any applicable law or regulation. The Addressee's attention is drawn to the fact that theft and identity fraud are serious criminal offences that will be punished under criminal law and that entering into an agreement in the name or for the benefit of a third party by claiming to be this person or the authorised representative of this person shall result in a criminal complaint being filed with the Crown Prosecutor.

4.3 The Addressee is responsible for the use of his or her personal details in the Application on the Computer, Smartphone or Tablet. To limit any risk of abuse by theft or use by third parties, the Addressee is requested to protect access to the Computer, Smartphone or Tablet with all possible means (including use of an access code).

4.4 If the Addressee designates a Neighbour, the Addressee is solely responsible for contacting the Neighbour to notify him or her. If the Neighbour selected refuses to accept delivery by bpost on more than one occasion, bpost shall notify the Addressee and ask him or

her to change the Delivery preferences or request the Neighbour's permission. The choice of the Neighbour is the responsibility of the Addressee, and bpost is therefore not liable if the delivered Parcel is damaged or stolen after bpost delivers the Parcel to the Neighbour. If the chosen Neighbour does not fulfil the conditions stated in the definition in Article 1, bpost may decide unilaterally to deliver the Parcel to a Pick-up point in accordance with the regular procedure if the Addressee is not home. 4.5 If the Addressee has designated a Safe Place, the Addressee is solely responsible for the selection and bpost is therefore not liable if the delivered Parcel is damaged or stolen after bpost delivers the Parcel to the Safe Place. If the chosen Safe Place does not fulfil the conditions stated in the definition in Article 1 or if the Parcel cannot be delivered to the Safe Place, bpost may decide unilaterally to deliver the Parcel to a Pick-up point in accordance with the regular procedure if the Addressee is not home. The Addressee is asked to select a safe place that is accessible, dry and not visible from the public highway. If the Addressee chooses to describe his or her Safe Place, he or she should provide relevant information only. The Addressee may also upload 2 illustrations in the Application, to which the provisions of Article 10 apply in full. bpost may regularly clean up the descriptions in the free text field and the photos that are uploaded, and may immediately remove the Addressee's description or photo without prior notice if improper language is used.

Article 5: Registration of My Preferences

5.1 Any registration of a preference shall take place via the internet, in the Application in accordance with the procedure and in the order set out below. To this end, the Addressee must launch the Application and ascertain that there is a connection to the internet.

5.2 The registration of the delivery preferences shall take place as per the following methods and steps:

A. If the Addressee creates an account beforehand to share his or her Delivery preferences

(i) Registration of the preferences for Neighbour, Safe Place or delivery to a Pick-up point

(ii) Registration of the preferred Pick-up point if the parcel cannot be delivered to the Addressee, to the Neighbour or to the Safe Place.

(iii) Registration of the personal data and email address

(iv) Verification of the email address by means of an activation link

(v) Activation of the account by entering a password.

(vi) Entry of an additional identity check by the Addressee (e.g. a unique code) for additional matching (described in Article 3.4)

If the Addressee enters his or her Delivery preferences at the time when a Parcel is on the way to the address stated on the Parcel

(i) Registration of the preferences for Neighbour, Safe Place or delivery to a Pick-up point

(ii) Registration of the preferred Pick-up point if the parcel cannot be delivered to the Addressee, to the Neighbour or to the Safe Place.

(iii) Registration of the personal data and email address

(iv) At a later stage creation of an account

(v) At a later stage: Entry of an additional identity check by the Addressee (e.g. a unique code) i for additional matching (described in Article 3.4)

Article 6: Prices and costs for the use of the Services

6.1 The use of the Application on internet is free of charge.

6.2 The Service and the Application are accessible through internet, just as the Addressee must be connected to internet, in whatever way (Wi-Fi, 3G or so on) to transmit a Registration. The costs of the internet connection are exclusively payable by the Addressee. The Addressee's attention is drawn among other things to the costs of connecting to internet through mobile networks, especially connection from a foreign country.

Article 7: Performance of the My Preference Service

7.1 The Parcel will be delivered by bpost as soon as bpost has received the Registration of the My Preferences Service via the Application and it has been linked to the Parcel.

7.2 bpost reserves the right to refuse to perform the Service if it is operationally impossible to do so. In that case, the Parcel will be delivered in accordance with the standard arrangements to the address stated on the Parcel or via the regular procedure to follow if the Addressee is not home.

7.3 bpost reserves the right to refuse to perform the Service if it cannot be performed operationally. In that case, the Parcel will be delivered in accordance with the standard arrangements at the address stated on the Parcel or by means of the regular procedure if the Addressee is absent.

Article 8: Absence of the right of revocation

Pursuant to the Economic Code, the Addressee cannot exercise the right of revocation for the Services, with due consideration among other things for the performance terms of the Service, which the Addressee accepts.

Article 9: Rights, obligations and responsibilities of the Addressee

9.1 The Addressee is fully liable in a civil and criminal sense for the Illustrations and other content sent to bpost under the Service through the Application. The Addressee is free in the choice of Illustrations, content and texts for sending to bpost, but must not save, download and send any data, images, photographs, Illustrations, texts or files that are improper, illegal or harmful, that offend common decency or disturb public order or that breach or could breach the rights of third parties or of bpost.

9.2 Specifically, the Addressee must not save, download or send photographs, Illustrations and/or messages that:

(i) could constitute incitement to commit criminal offences, incitement to discrimination, hate or violence for reasons of race, population group, nationality, glorification of Nazism, denial of crimes against humanity, attack on the authority of justice, information concerning current legal proceedings or a personal tax situation, circulation beyond the permitted conditions of opinion polls and voting simulations concerning an election or a referendum, slander and defamation, breach of privacy or actions that put minors in danger, as well as any file intended to show forbidden objects and/or works, without this list being

exhaustive; (ii) could be contrary to the applicable law prohibiting the spreading of obscene pornographic images or images that seriously harm human dignity.

9.3 The Addressee declares that the Illustrations used under the Service are unencumbered with any rights, knowing that he or she must not save or send any files that breach the ownership rights of other parties, such as but not limited to texts, images, trade secrets, internal or confidential information. The Addressee undertakes not to use any Illustrations or photographs that reveal the private or personal matters of a party without that party's express prior permission. The Addressee undertakes to ensure that every depicted person has given permission for the use and circulation of his or her image.

9.4 The Addressee undertakes to compensate bpost in full for all costs and payments (including reasonable lawyer's fees) charged to bpost pursuant to complaints and/or claims by third parties based on breach of their intellectual property rights and/or a disadvantage they say they have suffered due to breach of the above conditions by the Addressee.

9.5 The Service is provided exclusively to private individuals for strictly private use. The Addressee cannot demand any invoice. The Addressee undertakes not to use the Service for commercial or professional ends of any nature without express prior permission from bpost. bpost cannot be held liable for the abuse of the service.

Article 10: Rights, obligations and responsibilities of bpost

10.1 bpost reserves the right to refuse the performance of the Service on the basis of Illustrations and text that do not fulfil the conditions stated in Article 10 and Article 4.5, without such refusal constituting a contract refusal.

10.2 bpost may feel compelled to interrupt the Service due for maintenance. These interruptions give no right to compensation of any nature.

10.3 bpost can only be held liable for gross negligence or intention with regard to the Service. In addition, bpost cannot be held responsible for the indirect damage suffered by the Addressee during delivery or the use of the Service. The parties acknowledge that indirect

damage includes but is not limited to all moral, commercial or financial damage as well as any action against the Addressee by a third party.

10.4 bpost can never be held liable for data transmission reliability, access times, any access restrictions on internet or the networks to which it is connected. bpost is not responsible for interruptions to the networks providing access to the Application, the total or partial unavailability of the Application caused by a telecom operator, in the event of a transmission error or problems with the security of the items in the event of defective receiving equipment.

10.5 bpost is permitted to outsource all or some of the Services to the bpost Group or a third party at any time, without prior approval from the Addressee. However, in the event of outsourcing, bpost always remains responsible for the proper provision of the Services to the Addressee.

10.6 bpost may stop providing the Services and using the Application at any time without prior notice, without this having any impact on existing instructions of the My Preferences Service already received by bpost in a legally valid way, which will be fulfilled in accordance with the provisions of these General Terms and Conditions.

Article 11: Complaints

11.1 To avoid late complaints and especially to ensure that bpost is able to gather all the evidence, the Addressee must notify bpost of any complaint about the Service to bpost within 30 days of the event for which bpost can be held liable. This notification must contain precise details of the observed errors, failures or delays and, if the complaint relates to a specific performance of the Service, the date and Parcel number. bpost undertakes to give due consideration to the Addressee's complaint as soon as it is received by telephone call to Customer Service or by franked letter to bpost, Customer Service, PB 5000, 1000 Brussels or via the website www.bpost.be. The address to which complaints or objections must be made is also stated on the bpost website.

11.2 Complaints regarding damaged or lost goods cannot be submitted by the Addressee to bpost, but rather must be made to the sender. The General Terms and Conditions for Parcels or the General Terms and Conditions governing the provision of services by bpost apply here. In the

event of delivery to a Safe Place, no complaints can be accepted regarding damage to or loss of any Parcel. In the event of delivery to a Cubee parcel locker, bpost cannot under any circumstances be held liable for visible damage.

11.3 In the event of a complaint that cannot be settled on the basis of this Article, the Addressee may file a complaint with the bpost Ombudsman, Koning Albert II-laan/boulevard du Roi Albert II 8, box 4 – 1000 Brussels (www.omps.be).

Article 12: Intellectual property

The Application and all its component parts – illustrations, including the underlying technology and the content made available to the Addressee – are protected by copyright, marks or patents. Copying, translating, changing or circulating these component parts in whole or in part in any form is prohibited without prior written permission from bpost or those third parties. Any breach of such intellectual rights may result in civil or criminal prosecution.

The Application is a program that is the property of bpost.

Article 13: Registration and processing of personal data ("personal data")

13.1 The personal data you provide to us shall be registered and processed by bpost NV/SA under public law (Muntcentrum/Centre Monnaie, 1000 Brussels, hereafter "bpost"), which is the party responsible for processing, in order to be able to provide the My Preferences Service. Your personal data will be made available for operational purposes (including evaluation of the operational service provision) to other companies within the bpost Group and to subcontractors such as Speos, Dynalogic, CityDepot, Parcify, De Buren and bpost subcos in order to be able to make the delivery and for which bpost can record the evaluation.

13.2 Your personal data may be made available to IT providers of bpost and to operators of advertising platforms (such as Google, Facebook, Twitter, LinkedIn, etc.).

13.3 Of your personal data, bpost may only make your email address available to online platforms (such as Google, Facebook, Twitter, LinkedIn, etc.). Your email address will in that case be encrypted first, and will be used only to

check the existence of an account linked to your email address so as to enable them to send you more relevant bpost messages via their platforms. Your email address will not be shared with third parties or other advertisers, and will be deleted immediately as soon as the matching process is complete. Some of these online platforms are located outside the European Economic Area. In that case, bpost shall sign a model contract of the European Commission with the service provider and the guarantees in that model contract shall apply.

13.4 The personal data of your customers that you provide to us will be stored for a period of 13 months after the service provision, after which they will be deleted.

13.5 If you wish to object to your personal data being processed in connection with the purposes of communicating information about the services that bpost offers or provides or your personal data being shared within the bpost Group, you can send a signed and dated written request at any time, enclosing a copy of your proof of identity to bpost, postbus 5000, 1000 Brussels or online via the link to the form stated in our Privacy Charter at <http://www.bpost.be/site/nl/privacy>.

13.6 Under certain circumstances you also have the right to request to consult your personal data, and if necessary to request that they be corrected, to request that they be deleted or that the processing of your data to be limited, to object to the use of your personal data for purposes of profiling or to request the transfer of your data; for any of these, please send us a signed and dated written request, enclosing proof of your identity, to the address indicated above. Lastly, if you have not received a reply to one of the requests mentioned above, you have the right to file a complaint with the privacy protection authority in Belgium (<https://www.dataprotectionauthority.be>)

Article 14: Applicable law and competent authority

These General Terms and Conditions as well as the Services performed in accordance with the information available in the Application are subject to and interpreted in accordance with Belgian law. Without prejudice to Article 74, 15° of the law of 10 April 2010 concerning market practices and consumer protection, the courts of the legal district of Brussels are exclusively

competent to give a decision in any dispute concerning these General Terms and Conditions and the Services provided under these General Terms and Conditions.

Article 15: Miscellany

15.1 None of the parties can be held responsible for a delay in the fulfilment or non-fulfilment of its obligations due to events that occur in spite of their proper care or pursuant to strikes, lockouts, work stoppages or any other collective labour conflict, interruption in the supply of the necessary energy, death or incapacity of persons suited to fulfilling the necessary tasks for one of the parties et cetera.

15.2 If any of the clauses of these General Terms and Conditions is found to be null and void and/or unenforceable against the Addressee by virtue of a legal stipulation of public order or mandatory law, this clause will be regarded as not having been written. However, the other clauses of these General Terms and Conditions shall continue to apply.

15.3 Notwithstanding all proofs, written or stored on another permanent medium to which the Addressee has access, it is agreed that the computerised registers stored in the computer system of bpost, its host or secure payment partner, constitute the proof of the communication, the content of the Orders and all transactions between parties. Specifically, the Parties accept that, in the event of a dispute (i) the identification details used in the Service can be accessed by the courts and provide proof of the details and facts they contain and (ii) the connection data for the actions performed with the identification details of the Addressee can be accessed by the courts and provide proof of the details and facts they contain. Proof to the contrary may be supplied.

15.4 If a Party does not invoke a right pursuant to these General Terms and Conditions or a failure of the other Party or if it does so too late, this may not be deemed to be proof that this Party definitively renounces invoking that right or failure at a later date. In addition, the fact that a Party exercises a right only partially does not mean that Party cannot invoke an additional exercise of that right or the exercise of any other right. The rights stated in these General Terms and Conditions are cumulative and in no way exclude any other right laid down in the



laws and regulations applicable to these General
Terms and Conditions.