



General Terms and Conditions Of the My bpost application

The following general terms and conditions come into force on 23/01/2023.

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1. Definitions

"Application" means the proprietary software of bpost and the online application of bpost that 1) enables Users to follow the various steps in the delivery of their Parcels, 2) enables Addressees to register their delivery preferences for Parcels delivered by bpost.

"User" means any natural person or legal entity who downloads and/or uses the Application in order to use the Tracking Service and/or My Preferences Service.

"Tracking User" means any natural person or legal entity who uses the Tracking Service.

"Addressee" means any natural person or legal entity to whom a Parcel or Mail is addressed.

"My Preferences User" means any natural person or legal entity who uses the My Preferences Service.

"General Terms and Conditions" means these general terms and conditions of the Tracking Service and the My Preferences Service. Under these General Terms and Conditions, **"Controller", "Processor", "Subject", "Personal Data", "Personal Data Breach"** and **"Processing"** have the same meaning as in the applicable legislation on the protection of personal data (including the General Personal Data Regulation 679/2016 ("**GDPR**"), hereinafter referred to as the **"Privacy Legislation"**).

"Services" means the Tracking Service, My Preferences Service, Sign For Me Service.

"Tracking Service" means the service provided by bpost to enable Tracking Users to follow the various steps in the delivery of their Parcels by means of the Application on their Smartphone or Tablet and to give these Tracking Users updates on these Parcels.

"My Preferences Service" means the Service provided by bpost enabling the My Preferences user, 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.

"Sign For Me Service" the service offered by bpost by which the Customer gives bpost power of attorney to allow the mail carrier to take receipt of certain registered mail items addressed to the Customer at the address stated on the Power of Attorney Form and deliver them to the letterbox of the Customer at said address without ringing the doorbell. The Sign For Me Service can be subscribed to at a post office or post point and in the My bpost app.

"Smartphone, Computer or Tablet" means the mobile or desktop device whose configuration and operating system support the Application and that is connected to internet by any connection method whatsoever (WiFi, 3G, ...).

"Registration" means any registration of the Services or Functionality through the Application by the My Preferences User in accordance with the provisions of Article 5 of these General Terms and Conditions.

"Safe Place" means a place chosen by the My

Preferences User and located at the original address stated on the Parcel.

"Neighbour" means a specific neighbour selected by the My Preferences User or any neighbour, defined as a person who works or lives in the same or a neighbouring building, no more than 50 metres from the original address stated on the Parcel.

"Illustration" means any element that is provided online by the My Preferences User 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.

"Parcel" means any envelope, parcel, 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 if the Addressee is not home, (2) at a Safe Place 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 Parcel Locker.

"Parcel Locker" means a 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.

"Sender" means any natural person or legal entity who sends Mail via bpost.

"Contract" means the Sign For Me Service contract that is entered into by the Customer/User and bpost by the registration of a Power of Attorney Form that has been duly completed by the Customer/User and that is confirmed by bpost by email after receipt of the Power of Attorney Form.

"bpost account" means a generic digital account created by the Addressee to log on to the Application and other participating bpost websites, channels and applications. The creation and operation of a bpost account are subject to the bpost account terms and conditions, as available on [the bpost website](#).

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 Services and Functionality provided by bpost, a limited company under public law, with registered office at Boulevard Anspach 1/1, 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 Services, Functionality or the Application by the User as well as to any use of the Services, Functionality or the Application by the User.

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

2.3 Other services performed by bpost are governed by other general terms and conditions that the User 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 his or her registration in the Application, the User is requested to read these General Terms and Conditions (including the privacy policy in chapter 13) and to confirm and accept them in another window displayed on his or her Computer, Smartphone or Tablet. By checking the box next to the words "I accept the General Terms and Conditions, including the privacy policy, and I understand that bpost can also use the data (surname, first name, postal address and email address) that I share through the application to send me information about similar activities and services that correspond to my profile or my interests", the User accepts these General Terms and Conditions without reservation. However, the User may object to the use of his or her personal data to send information about similar activities and services by checking the box next to the words "I do not accept this (last) use of my personal data".

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 User shall be deemed to have accepted this new version or the amendment by the simple act of continuing to use the Application, the Services or the Functionality. Any purchase or use of the Services and the Functionality by the User is regulated by the General Terms and Conditions applicable on the date of the Order, as registered by the Application.

3. Description of the Services, the Functionality and Limitations

3.1 The "My Preferences" Service

3.1.1 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.

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

3.1.3 The Application and the My Preferences Service and the relationship with the My Preferences User are

available in three languages, French, Dutch and English, as the Addressee chooses.

3.1.4 The Application uses the email addresses used by the Sender to announce Parcels to bpost and matches them with the email addresses that are activated in the My Preferences Service. If the Addressee has entered his or her preferences, whenever the Addressee is absent any Parcels with an email address stated in the preferences will be delivered in accordance with the entered preferences. After completing the profile Registration, bpost will notify the My Preferences User by letter at the address stated in the My Preferences Service that Parcels that can be matched on the basis of his or her Personal Data (including name and address) will be delivered in accordance with his or her preferences. As a result, bpost can maximise the number of Parcels it delivers on the basis of the registered delivery preferences. The My Preferences User is entitled to decide to not allow this by filing a complaint through the following webform within <10> days of receiving this letter: www.bpost.be/mypreferencesfraude.

3.2 The "Tracking" Service

3.2.1 The Tracking Service enables the Tracking User, after downloading the Application online on his or her Smartphone or Tablet by the process set out by bpost, to follow the delivery steps in the Application. The Tracking Service also provides for the provision of electronic update notifications for the tracked Parcels.

3.2.2 The Parcel is entered in the Application, manually in the name of the Tracking User on the basis of the tracking numbers entered by the Tracking User, or automatically on the basis of the identifiers (email address, first names, surnames and postal addresses) provided by the Tracking User.

3.2.3 The Tracking Service is made available to the Tracking User for his or her own needs.

3.2.4 By entering a Parcel in the Application by means of his or her identifiers, the Tracking User gives bpost the right to collect and save the Parcel transport data so as to be able to make them available in the Application, with regard to the Parcels transported either by bpost or by other transporters. This data comprises:

- Tracking number
- Parcel references
- Addressee's address
- Parcel name/description (to enable identification of the Parcel in the Application) - Sender's name
- Sender's address
- Return address
- Transporter's name
- Method of sending
- Delivery options
- Parcel value (optional)
- Amount to pay upon delivery (if applicable)

- Parcel location
- Times and dates of the various delivery steps
- Delivery status
- Parcel preferences
- Parcel weight and dimensions (optional)

3.2.5 The Tracking User gives an assurance that he or she has the right to collect this data from other transporters and authorises bpost to collect this data on its behalf. The Tracking User undertakes to reimburse bpost in full for all costs and compensation (including reasonable legal fees) charged to bpost as a consequence of complaints and/or claims of third parties, based on a loss due to noncompliance with the conditions in this article by the Tracking User.

3.3 The "Sign For Me" Service

3.3.1 The Sign For Me Service: the service offered by bpost by which the Customer gives bpost power of attorney to allow the mail carrier to take receipt of certain registered mail items addressed to the Customer at the address stated on the Power of Attorney Form and deliver them to the letterbox of the Customer at said address without ringing the doorbell. The Sign For Me Service can be subscribed to at a post office or post point and in the My bpost app.

3.3.2 The Sign For Me Service is free of charge.

3.3.3 Only natural persons are permitted to use the Sign For Me Service. Legal entities cannot give bpost power of attorney under the Sign For Me Service. As applicable, bpost reserves the right not to put the power of attorney into effect.

3.3.4 Registered mail with a declared value, mail with customs duties, poste restante mail, legal documents and documents that do not fit through a regulation mailbox opening are excluded from the Sign For Me Service.

3.3.5 The Customer receives a notification by email of the delivery of the registered mail to his or her mailbox. He/she can activate the notification in the mobile app.

3.3.6 bpost reserves the right to change the Sign For Me Service to bring it into line with technological advancements. bpost will notify the Customer of this within a reasonable term in advance.

4. Using the Application

4.1 The Services and the Functionality are accessible online. To use the Services and the Functionality the User must have an internet connection, the costs of which are payable by the User and for which the Addressee is exclusively responsible. To access the Service, the Customer must create a bpost account. The

User must also ensure that the Computer, Smartphone or Tablet and its operating system support the bpost-account and the Application in accordance with the required configuration conditions as set out by bpost and/or on the app or on the website where the Application is offered. To use the Services or the Functionality, the User must also have a valid email address.

4.2 The Application is available in three languages, French, Dutch or English, as the Addressee chooses.

4.3 The User is fully liable for the use of the Application, the Services and the Functionality. In particular, the User acknowledges that he or she can be held liable in the event of identity fraud. The user undertakes to use the My Preferences Service, the Tracking Service in accordance with these General Terms and Conditions and any applicable law and regulation. The User'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 of 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.

4.4 The User 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 User is requested to protect access to the Computer, Smartphone or Tablet with all possible means (including use of an access code).

4.5 If the My Preferences User designates a specific Neighbour as preferred Delivery Preference, the My Preferences User must notify the Neighbour of this. If the Neighbour designated by the My Preferences User refuses to accept multiple deliveries on behalf of the My Preferences User, bpost may ask the My Preferences User to change his or her Preferences (such as any neighbour or a Safe and Secure Place). If the My Preferences User does not respond or the Neighbour does not fulfil the criteria set down in Article 1, bpost reserves the right to deliver the Parcel to a Pick-up Point chosen by bpost if the Addressee is not home.

4.6 If the My Preferences User designates a Safe and Secure Place, the My Preferences User is solely responsible for the selection. The My Preferences User is asked to designate an accessible and dry Safe and Secure Place that is not visible to the public from the street. If the My Preferences User describes this Safe and Secure Place, he or she must only provide relevant information about this Safe and Secure Place. The My Preferences User may also upload two illustrations via the Application. The stipulations of Article 9 apply in full in this regard. The My Preferences User is responsible for designating the Safe and Secure Place. Accordingly, bpost is not liable for damage to or loss of the Parcels. If these Parcels require proof of delivery, the photo taken by bpost at the Safe and Secure Place serves as proof of

delivery. Parcels with a guarantee will not be delivered to a Safe and Secure Place. If the designated Safe and Secure Place does not meet the criteria as set down in the definition in Article 1 or if the Parcel cannot be delivered to the Safe and Secure Place, bpost may unilaterally decide to deliver the Parcel to a Pick-up Point chosen by bpost if the Addressee is not home. bpost is entitled to regularly check the uploaded photos and descriptions and bpost can remove a description or photo without prior notification or permission of the My Preferences User if it contains illicit language.

4.7 The My Preferences User may also choose to designate a direct drop in a Pick-up Point as first delivery location. If the Parcel cannot be delivered to the designated Pick-up Point for operational reasons, bpost can unilaterally decide to deliver the Parcel to the Addressee's address or to another Pick-up Point.

5. Registration of the Services and the Functionality

5.1 For the "My Preferences" Service

5.1.1 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 My Preferences User must launch the Application and ascertain that there is a connection to the internet.

5.1.2 The registration of the delivery preferences is as per the following method and steps:

A. If the Addressee creates an account beforehand to share his or her delivery preferences: (i) Registration of the preferences Neighbour, Safe and Secure Place or Pick-up Point (as first choice or otherwise). (ii) Registration of the desired Pick-up Point if the Parcel cannot be delivered to the Addressee's address, to the Neighbour or to a Safe and Secure Place. (iii) Registration of the personal data, email address and creation of a password. (iv) Verification of the email address by means of an activation link. (v) Sending by bpost of a letter to the Addressee to notify the Addressee that Parcels that can be matched on the basis of Personal Data will also be delivered on the basis of the Delivery Preferences, unless the Addressee opposes this.

B. 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 preferences with regard to Neighbour, Safe and Secure 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 a Safe and Secure Place. (iii) In a subsequent phase: creation of an account.

5.2 Registration of "Track&Trace"

5.2.1 Any registration for the Tracking Service occurs through internet in the Application in accordance with the procedure as set out below. To this end, the Tracking User must launch the Application and ascertain that there is a connection to the internet.

5.2.2 The registration for the Tracking Service is as per the following method and steps: (i) Registration of the email address (ii) Verification of the email address by means of validation code.

5.3 The "Sign For Me" Service

5.3.1 The Customer who wishes to subscribe to the Sign For Me Service digitally activates the service in the My bpost app after identifying himself or herself with his or her ID card and face by means of the secure "My bpost account" system. The Customer receives confirmation of the Contract by email.

5.3.2 The Sign For Me Service can be activated and managed in the My bpost app. The Customer (user of the My bpost app) is able to check the status of his or her authorization – active, not active, expired – in the app's "More" menu, under "Delivery preferences", then "Registered mail".

5.3.3 The authorization is created on the basis of a physical address corresponding to one of the addresses registered in the app in the "my addresses" tab.

5.3.4 To be able to activate an authorization linked to one of his or her addresses, the Customer must agree to several authentication methods. To verify that the Customer possesses a smartphone on which the app is installed, the Customer must register his or her telephone number and enter the code sent by text message in the app. To verify his or her identity, the Customer must scan the front and back of his or her Belgian ID card or the relevant pages of his or her Belgian passport. The Customer must check whether the data scanned by the app are correct and, if not, scan the document again. The Customer must then present his or her face to the bpost app. The Customer will be asked to turn his or her face in different directions so that the app is able to verify that the face is that of a living person and not simply a photograph. The photograph on the ID card and the Customer's face must then be matched.

5.3.5 The Customer is asked to check his or her personal data and the data relating to the authorization. These data will be entered into the Contract sent by email. The Customer verifies his or her name (which is from the scan of his or her ID card and cannot be changed), email address, street address and ID document. Upon this confirmation, the Customer will be notified of the activation of the Sign For Me Service as of the following day.

5.3.6 Once the authorization has been created, the Customer is able to manage it in the app. The Customer is able to check the status and the expiry date of the authorization at any time. The Customer is also able to deactivate the authorization before the expiry date.

5.3.7 If the Customer's ID document expires before the end of the authorization, the Customer can go through the identification process again in the app. If the Customer does not do so, the Sign For Me Service authorization will remain active, but the Customer will not be able to perform any actions (such as deactivating the authorization or creating a new authorization).

5.3.8 The Customer will be warned of the imminent expiry of his or her authorization in the app. The Customer is asked to renew it within a month of the expiry date of the valid authorization.

5.3.9 The Customer has the right to cancel the Contract at any time and withdraw the power of attorney, without bpost having any right to compensation. To do so, the Customer makes a request by means of an online form available on the bpost website (see article 10 of the present General Terms and Conditions). bpost will handle this request as soon as possible and in any event within five business days of receipt.

5.3.10 bpost may withdraw the power of attorney at any time and cancel the Contract and the performance of the Sign For Me Service with five business days' notice, without the Customer having any right to compensation.

5.3.11 For security reasons, the Customer's power of attorney to bpost is only valid for a maximum term of three years after the Contract is entered into. After three years, the power of attorney is automatically withdrawn. bpost will propose the renewal conditions at that time.

5.3.12 The Customer may request a new Contract in the event of a change of address by means of an online form available on the bpost website (see article 10 of the present General Terms and Conditions). bpost will handle this request as soon as possible and in any event within five business days of receipt.

6. Prices and costs for the use of the Services and the Functionality

6.1 The use of the Application online is free of charge.

6.2 The Services, the Functionality and the Application are accessible online, just as the User 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 User. The User's attention is drawn among other things to the costs of connecting to internet through mobile networks, especially connection from a foreign country.

7. Performance of the Services and the Functionality

7.1 The "My Preference" Service

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

7.1.2. For deliveries to a Safe and Secure Place, bpost is entitled to take a photo of the Parcel at the Safe and Secure Place.

7.1.3 If the performance of the My Preferences Service is not operationally possible, bpost reserves the right to deliver in accordance with the standard modalities at the address stated by the Sender in the announcement file or, failing this, at the address stated on the Parcel. This can happen, for example, when the (internet) connection of the mailman's handheld ('Mobi') is interrupted or when the Delivery Preference cannot be linked to the Parcel. In the event of absence, bpost can deliver the Parcel to a Safe and Secure place at the address provided, to a Neighbour or to a Pick-Up Point chosen by bpost and to a Neighbour for Parcels delivered by subcontractor Dynalogic. The Addressee will be informed of this in writing. In the event that the Delivery Preferences are not executed, the Addressee is not entitled to any compensation.

7.2 The "Track & Trace" Service

7.2.1 To use the Tracking Service, the Tracking User can search for Parcels using their barcode or tracking number.

7.2.2 If a Parcel can be linked to the email address of the Tracking User, it will be tracked within the Tracking Service.

7.2.3 Each time a Parcel is added to the Tracking Service as described in articles 7.2.1. and 7.2.2., the Tracking User will be notified about changes to the status of the Parcel.

7.3 The "Sign For Me" Service

7.3.1 The Sign For Me Service commences one business day after the Contract confirmation is sent to the Customer by email.

7.3.2 bpost reserves the right not to carry out the Sign For Me Service if there is no regulation mailbox opening at the address stated on the Power of Attorney Form, if it is not possible to identify with certainty the addressee's mailbox, if the mailbox is unable to receive mail, if delivery poses an immediate danger to the deliverer or if there is a suspicion of incorrect, improper or fraudulent use of the power of attorney (for example, following the Customer's death or change of address), if the network coverage of the mail carrier's mobile device during delivery is not good enough to make a connection between the addressee of the mail and the authorization or due to another technical problem, or if the mail carrier knows of the Customer's death or change of address. In this event, the registered mail will require a signature for delivery in accordance with the standard bpost service.

8. Absence of the right of revocation

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

9. Rights, obligations and responsibilities of the User

9.1 The User is fully liable in a civil and criminal sense for the Illustrations and other content sent to bpost under the Services and the Functionality through the Application. The User is free in the choice of Illustrations, content and texts for sending to bpost, but must not save, download and send any data, 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 User must not save, download or send 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 User declares that the Illustrations used under the Service My Preferences 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 User 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 User undertakes to ensure that every depicted person has given permission for the use and circulation of his or her image.

9.4 The User 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 User.

9.5 The Service and the Functionality is provided exclusively to private individuals for strictly private use. The User cannot demand any invoice. The User undertakes not to use the Service and the Functionality 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 or the Functionality.

10. Rights, obligations and responsibilities of the bpost

10.1 bpost reserves the right to refuse to provide the Services or the Functionality on the basis of Illustrations and text that do not meet the criteria set down in Article 9 and Article 4.5, as it sees fit and without this refusal constituting a breach of contract without prior agreement.

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

10.3 bpost can only be held liable for gross negligence or malicious intent with regard to the Services and the Functionality. In addition, bpost cannot be held responsible for the indirect damage suffered by the User during delivery or the use of the Services and the Functionality. 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 User 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 and the Functionality to the bpost Group, a bpost Group entity or a third party at any time, without prior approval from the User. However, in the event of outsourcing, bpost always remains responsible for the proper provision of the Services and the Functionality to the User.

10.6 bpost may stop providing the Services, the Functionality 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.

10.7 bpost reserves the right to make changes to a preference if these changes are deemed to be in the interest of the My Preferences User. bpost must notify the My Preferences User of these changes by email and give the My Preferences User the opportunity to set his or her own preferences again if the My Preferences User does not agree with these changes.

11. Complaints

11.1 To avoid late complaints and especially to ensure that bpost is able to gather all the evidence, the User must notify bpost of any complaint about the Service within 30 days of the occurrence of the event for which bpost's liability applies. This notification must contain precise details of the observed errors, failures or delays and, if the complaint relates to a specific performance of the My Preferences or Tracking Services, the date and package number. bpost undertakes to give due consideration to the User'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 at www.bpost.be. The address to which complaints must be made will also be stated on the bpost website.

11.2 Complaints regarding damaged or lost goods must be submitted with the sender of the Parcel. The General Terms and Conditions for Parcels or the General Terms and Conditions governing the Provision of Services by bpost apply here. After the delivery to a Safe and Secure Place, bpost cannot be held liable for loss of a Parcel. In the event of delivery to a 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 User may file a complaint with the bpost Ombudsman, Koningsstraat 97 bus 14, 1000 Brussels (www.omps.be).

12. Intellectual property

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

13. Applicable law and jurisdiction

These General Terms and Conditions as well as the Services and Functionality 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 and the Functionality provided under these General Terms and Conditions.

14. Miscellany

14.1 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, epidemics, natural disasters et cetera.

14.2 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.

14.3 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 and/or Functionality 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.

14.4 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.



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