

Special Terms and Conditions of e-Mass Post

I. General

These Special Terms and Conditions of bpost's e-Mass Post service and the Postal Business Contract of which these conditions are part constitute together with the General Terms and Conditions of the provision of services of bpost, the General and Special Terms and Conditions applicable to the Special Mail Agreements, the general framework of the contractual relationship between bpost and the users of the e-Mass Post Service.

The General Terms and Conditions of the provision of services of bpost, the Special Terms and Conditions of the e-Mass Post Service, the General and Special Terms and Conditions applicable to the Special Mail Agreements and the Postal Business Contract entered into between the Customer and bpost are hereinafter referred to as the "Agreement".

These Special Terms and Conditions govern use of the e-Mass Post Service provided by bpost commencing 01/10/2003.

These Special Terms and Conditions depart from the General Terms and Conditions of the provision of services of bpost and the General and Special Terms and Conditions applicable to the Special Mail Agreements with regard to all stipulations that are contrary to them. In the event of contradiction between these Special Terms and Conditions and the General Terms and Conditions of the provision of services of bpost, the stipulations of these Special Terms and Conditions will have precedence within the framework of provision of the e-Mass Post Service. Otherwise, the General Terms and Conditions of the provision of services of bpost and the Special Terms and Conditions applicable to the Special Mail Agreements apply.

In the event of a stipulation of the Agreement being contrary to a stipulation of law or regulation protecting a category of persons, the contrary stipulation must be deemed inapplicable to these persons. In the event of the presumption of invalidity or declaration of invalidity of one or more stipulations of this Agreement by virtue of the law, a regulation or a final judgement of a competent court, the other stipulations retain their legal force and scope. The invalid stipulation will be replaced by a new stipulation that permits the achievement as far as possible of the initial goals of the invalid stipulation.

By using the e-Mass Post Service, the Customer explicitly accepts that the stipulations of the Agreement will apply to the provision of this service.

II. Definitions

Within the framework of these Special Terms and Conditions, the concepts and expressions have the meaning stated below, except where this contradicts the context or the will of the Parties. The notions and expressions that are not described below have the same meaning as the one defined in the General Terms and Conditions of the provision of services of bpost and in the Special Terms and Conditions applicable to the Special Mail Agreements:

- **The Customer:** any physical person or corporate entity using the e-Mass Post service to deposit mail items for sending at one of the MassPost (hyper)centres.
- **The Administrator:** the person belonging to the staff of the Customer who has the "Administrator" profile within the framework of the execution of these conditions. This person of trust will be responsible, in accordance with the [Procedures], for the administration (registration, creation, management and termination) of accounts granted by the Customer to its internal users and to the intermediaries chosen by the Customer and the proper management of the application.
- **Mass Post Centre:** a Mass Post centre or hypercentre authorised by bpost and intended for the receipt of mail items for sending in accordance with the postal directives.
- **Business Center:** bpost's Customer service for businesses reachable by phone.
- **e-Mass Post Service:** the bpost service permitting the Customer to register online at the website the details of the mail items to be sent in accordance with the postal directives at one of the authorised Mass Post centres.
- **Services:** all provisions of services by bpost under the Agreement;
- **Terminal:** the equipment (computer, modem, laser printing et cetera) permitting the Customer to connect to and use the e-Mass Post Service by means of a communication network.
- **Deposit Declaration:** declaration by the Customer containing the information and characteristics of the mail items to be sent and for which the Customer undertakes to provide proper and true information. In no case does this declaration constitute proof or approval of the deposit. The information provided by the Client may be amended by bpost following the checks performed at a Mass Post Centre.
- **User Name:** exclusive and personal identifier that, in combination with the password, provides access to the e-Mass Post application and its use by the Customer as part of the privileges connected to its account;

- **Password:** the exclusive, personal and strictly confidential code that, in combination with the user name, permits the use of the e-Mass Post Service by the Customer bound by a contract.
- **Postal Business Contract:** Agreement that regulates the contractual relationship between bpost and the Customer;

III. e-Mass Post Services and guarantees

3.1 Services

The e-Mass Post Service is an application, available through the website, that enables the Customer to find out electronically all useful information relating to the mail items to be sent and deposited at a Mass Post Centre and to have online access to tracking and reports containing the essential information relating to these

After approval, this declaration will be printed by the Customer and must accompany the mail items to be deposited at the Mass Post Centre.

As well as a User Guide, the Customer also has access to an online help and a FAQ list. The Customer may also contact the bpost Business Center with regard to the use of e-Mass Post.

3.2 Guarantees

bpost shall develop the programs used to access and use the e-Mass Post Service with due care.

bpost shall use reasonable efforts to improve the system when such proves necessary.

However, unless stipulated otherwise, bpost cannot guarantee that the e-Mass Post Service will meet the expectations and needs of the Customer.

3.3 Maintenance

bpost may interrupt the availability of the e-Mass Post Service, without compensation being payable, among other reasons for maintenance or if the e-Mass Post Service is changed. Such an interruption will be announced as bpost deems appropriate. This interruption cannot in any way invoke bpost's liability or create a right to compensation and interest. However, such interruptions will not exceed a reasonably acceptable duration and they will also be scheduled at reasonably acceptable times for the Customer.

IV. Privacy protection

For identifiable personal information that the Customer provides to bpost and that is included in the bpost database and handled by bpost, bpost undertakes to comply with the Law of 8 December 1992 on privacy protection regarding the handling of information of a personal nature.

The Customer's identifiable personal information (for example, its name, address, mobile phone number and email address) will be provided to bpost by the Customer in person and collected through various technical means, for example keeping the information on the language used. The information provided by the Customer concerning the recipients of mail items will be used by bpost to ensure the correct sending of the mail item, bpost reserving the possibility to establish commercial contacts with these persons. During these commercial contacts, bpost will notify these persons of their rights with regard to the use of their personal information by bpost.

The Customer hereby explicitly permits bpost to handle its personal information for the following purposes:

- 1) to provide it with its user name and password
- 2) to provide services under the Agreement;
- 3) for Customer management (for example, for the issuance, collection and checking of invoices, for the exchange of correspondence within the framework of the contractual relations);
- 4) to notify the Customer of bpost new products, new rates and promotional offers relating to postal products.

The Customer who does not wish to receive the bpost communications referred to in point 4 may ask bpost not to send these communications to it at any moment.

The Customer will be notified by bpost free of charge about the identifiable personal information concerning it upon receipt of a signed and dated written request to this end, addressed to: Business Center, Centre Monnaie, 1000 Brussels.

V. Obligations of the Customer**5.1 Use of the accounts**

The use of the accounts is strictly personal and cannot in any event be transferred to a third party in any way.

The Customer and bpost acknowledge that every piece of information transmitted using the personal access code is considered irrefutably to have come from the Customer or an internal user identified by the Customer.

5.2 Procedure

The Customer undertakes to scrupulously comply with the procedures and instructions published on the website, as communicated to or accessible for the Customer. The Customer will provide correctly and completely the information requested by bpost for the provision of the e-Mass Post Service.

5.3 Information to be provided

The Customer states that the information transmitted to bpost is correct.

5.4 Equipment of the Customer

The Customer will personally acquire the Terminal, as defined in these Special Conditions.

VI. Liability of the Customer

The Customer is liable for all damage that bpost may suffer due to a failure to fulfil the obligations of the Special Terms and Conditions that is attributable to the Customer, notably a failure resulting in a false declaration or the transmission of erroneous information. The Customer is also responsible for all information relating to the recipients of the mail items it communicates to bpost. The Customer protects bpost from any claim by a third party with regard to compensation that could result from the illicit or negligent use by the Customer of the e-Mass Post Service.

VII. Liability of bpost

The Parties acknowledge that all the obligations of bpost under this Agreement are qualified as obligations of due care.

bpost can only be held liable towards the Customer for direct damage caused to the Customer by its gross negligence or fraud in the performance of the Agreement.

The liability of the bpost towards the Customer can never lead to compensation for indirect damage of a financial, commercial or other nature, such as loss of time, loss of customers, loss of earnings, increase in general costs, disruption of a commercial activity, claims of third parties, loss of profits, loss of data, fame or expected savings, arising in the provision of the services.

bpost is not liable for the Customer's products or the products and services of third parties. bpost is not liable for the unavailability of facilities (software or hardware) that are not entirely under the control of bpost or for any change to, suspension of or interruption to the e-Mass Post Service, as defined in this Agreement.

bpost is not responsible for the information completed by the Customer for the provision of the e-Mass Post Service.

VIII. Force majeure

bpost can suspend some or all of its services without formal notice due to events over which bpost has no control and that make the provision of some or all of the Services impossible. The interruption shall never create a right to compensation. bpost will endeavour to notify the Customers of interruptions within a reasonable term, in a way that it deems appropriate, and will also endeavour to minimise the duration of the interruptions. Improper functioning of the hardware or software or means of telecommunication of the Customer is not deemed to be a case of force majeure.

IX. Right of bpost to reject a deposit and end the use of the e-Mass Post Service

bpost may reject a deposit of a Customer through the e-Mass Post Service in the following cases:

- in the event of illicit or negligent use of the services leading to the disruption of the proper functioning of the e-Mass Post Service or other services offered by bpost;
- in the event of fraudulent or improper behaviour causing damage to bpost and/or to third parties;
- in the event of non-payment of sums due to bpost for the provision of the services.

Access to the e-Mass Post service is granted to the Customer for an indeterminate duration.

bpost may end the use of this Service if the obligations prescribed by the Agreement are not fulfilled and notably in the event of non-payment of sums due to bpost for the provision of the services.

X. Administration of the proof

Within the framework of the relations between the Customer and bpost, the proof of the order can be established in the light of the logs and the transactional records kept up to date by bpost and that can be contained in a report on paper available to the Customer without prejudice to the right of both Parties to provide any other proof within the framework of the authorised legal means.

XI. Amendment of the Special Terms and Conditions

These Special Terms and Conditions may be amended by bpost as it sees fit. The amended Special Conditions will apply to the Customer and will bind the two Parties commencing on the tenth day following the notification of the amendment by bpost.

If these amendments are rejected by the Customer, it is invited to cease using bpost's e-Mass Post Service.

bpost is entitled, at any time and without formal notice, to change the characteristics of the Service offered to the Customer in order to adapt it to technological advancements and to amend the corresponding Special Terms and Conditions.

If bpost is obliged by a law, a regulation or Belgian, European Union or foreign jurisprudence to change the prices, characteristics or specifications of the service or the content of the Special Terms and Conditions or to cancel the Agreement, bpost will notify the Customer of this in another appropriate way. The parties agree that no compensation may be demanded in such cases.

XII. Other stipulations

Any request for information or any claim must be addressed to: bpost Business Contact Center, Centre Monnaie, 1000 Brussels.
Phone 02/201.11.11