

General Terms and Conditions My bpost Application and Services October 2024

The following general terms and conditions come into force on 20/10/2024.

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PART 1: GENERAL TERMS

1. Definitions

The expressions which follow are given these meanings unless the context in which they are used requires a different meaning.

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

"Another Location" means for distribution of a Parcel: (1) the address of a Neighbour if the Addressee is not home, (2) 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 or User has given instructions to deliver directly to a Pick-up Point, (4) at a different address if the Addressee has given instructions to deliver a specific Parcel directly at a different address.

"Application" refers to both the proprietary software of bpost and the corresponding online My bpost application through which the Services and Functionality are provided.

"bpost" has the meaning given to it in Article 2.1.

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

"Classic Proxy" has the meaning given to it in Article **Erreur ! Source du renvoi introuvable.**

"Customer" means any natural person or legal entity that uses the Services and/or Functionality of bpost under these General Terms and Conditions..

"Device" means the mobile or desktop device whose configuration and operating system support the Application and that is connected to internet regardless of the connection method (WiFi, 4G, etc.).

"Different address" means an address selected by the Addressee that is different from the original address displayed on the Parcel.

"Functionality" means Mail Ahead Functionality.

"General Terms and Conditions" means these general terms and conditions for the use of the Application, Services and Functionality.

"Illustration" means all content that is provided by the Addressee through the Application, such as photos, images, drawings, texts, characters or other illustrations, possibly made using his or her device, with the intention of clarifying his or her delivery preferences for the My Parcels Preferences Service.

"Image" means any photo or picture generated by bpost during the processing of Mail by machine within the scope of Mail Ahead Functionality.

"Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, knowhow, inventions, algorithms, software, processes, product designs, industrial designs, drawings, data, domain names, documentations, reports, catalogues, literature, methods, confidential information and any other rights resulting from intellectual activity whether or not registered.

"itsme" means the application with a digital ID that Users install on their personal device for identification purposes, as provided by Belgian Mobile ID SA with head office at Markiesstraat 1, 1000 Brussels, Belgium and enterprise number 541.659.084. The application is subject to the terms and conditions of Belgian Mobile ID SA.

"Last Minute Proxy" has the meaning given to it in Article **Erreur ! Source du renvoi introuvable.**

"Letterbox Proxy" has the meaning given to it in Article **Erreur ! Source du renvoi introuvable.**

"Mail" means any mail bearing the name and address of the addressee within the scope of Mail Ahead Functionality, except: (1) unaddressed mail, (2) mail that is delivered by postal companies other than bpost, (3) mail that is sorted by hand, (4) mail that weighs more than 350 grams, (5) parcels, (6) mail that is largely sorted by the Sender and (7) registered mail and mail with declared value.

"Mail Ahead Functionality" means the Functionality provided by bpost that enables the Mail Ahead User to see an Image of his or her incoming Mail bearing the official name (first, middle and last name) and address of the Mail Ahead User in an Application on his or her Device.

"My Parcel Preferences Service" has the meaning given to it in Article 15.1.

"My Registered Mail Preferences Service" has the meaning given to it in Article 17.1.

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

"Other Services" means services provided by bpost via the Application other than the My Parcel Preferences Service, the Parcel Tracking Service, the My Registered Mail Preferences Service, the Registered Mail Notification Service and the Shipping Label Service.

"Parcel" means any envelope, parcel, bag or other postal item that fulfils the conditions for being transported as a parcel as stated by postal regulation and by General Terms and Conditions for Parcels (as available on the [bpost website](#)).

"Parcel Locker" means a locker in which the Sender can deposit Parcels that will be handled by bpost and in which the Addressee can pick up Parcels.

"Parcel Tracking Service" has the meaning given to it in Article 16.

"Pick-up Point" means (1) a post office, or (2) a post point, or (3) a parcel point or (4) a Parcel Locker.

"Registered Mail" means postal items sent by means of a postal service providing a flat-rate guarantee against risks of loss, theft or damage and providing the sender with proof of the date of deposit of the postal item and, upon request, with proof of its delivery to the addressee.

"Registered Mail Notification Service" has the meaning given to it in Article 18.1.

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

"Safe Place" means, for distribution of a Parcel, a place chosen by the User and located at the original address stated on the Parcel.

"Sender" means any natural person or legal entity who sends Parcels or Registered Mail using bpost.

"Services" means the services provided by bpost through the Application, such as the My Parcel Preferences Service, the My Registered Mail Preferences Service, the Parcel Tracking Service, the Registered Mail Notification Service, the Shipping Labels Service and Other Services.

"Shipping Label" means the prepaid shipping label created via the Application which allows a User to frank a Parcel or Registered Mail.

"Shipping Label Service" has the meaning given in Article 19.1.

"User" means any natural person who downloads and/or uses the Application.

2. Scope and subject

2.1. These General Terms and Conditions apply to the use of the Application, Services and Mail Ahead Functionality, provided by bpost, a limited company under public law, with registered office at Boulevard Anspach 1/1, 1000 Brussels and registered under VAT number BE 0214.596.464 in the Brussels business register ("bpost").

2.2. The User's general terms and conditions do not apply.

2.3. The Services and Functionality provided by bpost through the Application may be governed by specific general terms and conditions, including:

- [General Terms and Conditions of the bpost account](#)
- [General Terms and Conditions governing the Provision of Services by bpost](#)
- [General Terms and Conditions of the My Parcel Preferences Service](#)
- [General Terms and Conditions of the Parcel Tracking Service](#)
- [General Terms and Conditions of the My Registered Mail Preferences Service](#)
- [General Terms and Conditions for the Mobile Postcard service of bpost](#)

- [General Terms and Conditions governing the fulfilment of customs formalities by bpost](#)

2.4. The specific general terms and conditions applicable to the Services and Functionality complement these General Terms and Conditions. In the event of inconsistency between specific general terms and conditions applicable to the Service and Functionality and these General Terms and Conditions, the specific general terms and conditions will prevail. In that regard, part 1 of these General Terms and Conditions contains the general terms applicable to the Application and the Services and Functionality provided by bpost through the Application. Part 2 of these General Terms and Conditions contains specific terms applicable to some of the Services and Functionality provided by bpost through the Application. In the event of inconsistency between part 1 and part 2 of these General Terms and Conditions, part 2 will prevail.

2.5. When creating his or her Account in the Application, the User is requested to read and to accept these General Terms and Conditions, as well as the general terms and conditions of the bpost account by checking the boxes next to the words "I have read and I accept the general terms and conditions of My bpost app" and "I have read and I accept the general terms and conditions of a bpost account". When using the Services and Functionality, the User is requested to read and to accept the specific terms and conditions applicable to the Services as mentioned under Article 2.3.

3. Use of the Application, the Services and Functionality

3.1. To access the Application and the Services and Functionality, the User needs an internet connection, for which the costs are payable by and solely the responsibility of the User. To access the Services and Functionality, the User must create an Account. The User must also ensure that the Device and its operating system support the Account and the Application is in accordance with the required configuration conditions as set out by bpost and/or on the Application. To use the Services and Functionality, the User must have a valid email address.

3.2. The Application is available in three languages, French, Dutch or English.

3.3. The User is fully liable for the use of the Application, Services and 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 Application, Services and Functionality 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 authorized representative of this person shall result in a criminal complaint being filed with the Crown Prosecutor.

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

3.5. bpost is entitled to regularly check the Illustrations as provided or uploaded by the User in the Application and remove such Illustration without prior notification to or permission of the User if it contains illicit language.

4. Payment

4.1. The use of the Application itself by the User is free of charge.

4.2. The use of certain Services, such as the creation of shipping labels and payment of custom duties, are not free of charge and require payment by the User, as indicated in the Application.

4.3. Depending on the purchase, payments via the Application are possible via the payment services of a payment service provider, currently MultisafePay, as displayed in the Application.

4.4. All purchases of paying Services will be paid at the price indicated in the Application at the time of purchase. Prices are displayed and paid in EUR and include applicable VAT.

5. Duration and right of withdrawal

5.1. These General Terms and Conditions shall remain in force for as long as the User has an Account in the Application. The User may terminate the Account for convenience at any time and free of charge in accordance with the specific terms and conditions governing the Account.

5.2. The duration of the Services and Functionality used by the User is determined by the specific terms and conditions applicable to that Service and Functionality or shall last for as long as the User uses the Services and/or Functionality.

5.3. Without prejudice to the exceptions provided for in Article VI.53 of the Code of Economic Law as may be called upon by bpost for certain Services and Functionality as described in the specific terms governing such Services and Functionality, and according to applicable laws, the User, insofar as he or she is a consumer, has a period of 14 days from acceptance of the General Terms and Conditions to revoke the Application or the Services, without having to give reasons for his decision and without having to pay any costs other than those provided for in Article VI.50, § 2 and Article VI.51 of the Code of Economic Law (Article VI.47 et seq.).

5.4. Before the end of the withdrawal period, the User, insofar as he or she is a consumer, must inform bpost of his decision to revoke the General Terms and Conditions. To this end, the User may use the withdrawal form in Annex 2 to the Code of Economic Law or any other unequivocal statement in which he declares his withdrawal from the General Terms and Conditions.

5.5. In the event of withdrawal of the General Terms and Conditions, the User, insofar as he or she is a consumer, shall refrain from using the Application and from making it available to third parties. In this case, bpost may prevent any further use of the Application, the Services and Functionality by the User, in particular by making the Application, the Services and Functionality inaccessible to the User or by making the User's Account unusable, without prejudice to the provisions of Article VI.50, §6 of the Code of Economic Law.

6. Rights, obligations and responsibilities of the User

6.1. Unless mentioned otherwise in specific terms and conditions, the use of the Application, the Services and Functionality are exclusively reserved for private individuals for strictly private use. Unless this is explicitly foreseen for certain Services and Functionality on the Application, the User cannot demand any invoice. The User 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 and Functionality.

6.2. The use of the Application is only permitted in accordance with these General Terms and Conditions and shall comply with all applicable laws, regulations and codes of practice.

6.3. The User is fully liable and responsible for the Illustrations and other content uploaded on or sent to bpost through the Application.

6.4. The User cannot save, upload or send any Illustrations that are improper, illegal or harmful, that offend common decency or disturb public order or that breach or could breach any rights of third parties or of bpost. Specifically, the User cannot save, upload or send Illustrations 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 applicable laws prohibiting the spreading of obscene pornographic images or images that seriously harm human dignity.

6.5. The User declares that the Illustrations uploaded or otherwise used in the Application are free of any liens and encumbrances and warrants that the Illustrations do not breach any rights of third parties.

6.6. The User shall not use any Illustrations or photographs that reveal 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.

7. Rights, obligations and responsibilities of bpost

7.1. bpost reserves the right to amend these General Terms and Conditions at any time. The User will be timely informed of any new version of or amendment to the General Terms. The User shall be deemed to have accepted this new version or the amendment by the simple act of continuing to use the Application, unless the User gives bpost written notice within the provided notice period of his or her refusal to accept the amended or new General Terms and Conditions. In case of such refusal, bpost may render the Application automatically inaccessible without cost or compensation at the end of the notice period.

7.2. bpost reserves the right to refuse to provide the Services and Functionality on the basis of Illustrations or other content provided by the User that do not meet the criteria set down in these General Terms and Conditions, as it sees fit and without this refusal constituting a breach of contract without prior agreement.

7.3. bpost reserves the right to interrupt the Application and/or the Services and/or Functionality for maintenance. These interruptions do not give any right to compensation of any nature to the User.

7.4. bpost reserves the right to change the Application and/or the Services and/or Functionality to bring them into line with technological advancements. bpost will use its commercially reasonable efforts to notify the User of such change within a reasonable term in advance.

7.5. bpost may stop providing access to the Application and Services and/or Functionality at any time without prior notice, without this having any impact on existing instructions of the Services and/or Functionality already received by bpost in a legally valid way, which will be fulfilled in accordance with the provisions of these General Terms and Conditions.

7.6. In addition, bpost can decide to immediately deactivate an Account or a Service or Functionality in the event of a suspicion of unjustified or incorrect use or abuse of the Account, the Service or Functionality by the User or a third party.

7.7. To the extent permitted by applicable laws and unless the nature of the obligation implies otherwise, bpost's obligations are best effort obligations, not obligations of result.

8. Liability and indemnification

- To the maximum extent permitted by applicable laws, bpost cannot be held liable:
- for any damage or loss resulting from any action, negligence, omission or breach of these General Terms and Conditions by the User having their origin in law, contract, tort or otherwise.
- for indirect, special, incidental or consequential damage of any kind, including but not limited to moral damage, disruption of business operations, third party claims, business interruption or loss of profits, incurred by the User during the use of the Application, the Services or Functionality;
- for data transmission reliability, access times, any access restrictions on internet or the networks to which it is connected;
- for interruptions to the networks providing access to the Application, the Services and Functionality, the total or partial unavailability of the Application, Services or Functionality caused by a telecom operator or any other third party, in the event of a transmission error or problems with the security of the items in the event of defective receiving equipment, for security breaches, viruses or other damage that could be caused to the User's Device by third parties through the Application.

8.2. bpost's liability for loss, theft, damage or late delivery of a Parcel or Registered Mail item is governed by bpost's General Terms and Conditions of Service (see [here](#)). This liability applies to the Sender of the item, unless the Sender has waived his right to compensation in favour of the Addressee.

8.3. Nothing in this agreement shall exclude bpost's liability in case of its willful default or gross negligence or that of its agents or limit its liability for death or bodily injury to the User resulting from any act or omission of bpost or any other event excluded by applicable laws.

8.4. The User shall indemnify and hold harmless bpost against all damage, loss, costs, expenses and any other compensation (including reasonable legal fees) charged to or payable by bpost as a consequence of third party complaints and/or claims resulting from or arising out of the non-compliance of the provisions of these General Terms and Conditions by the User (including but not limited to Article 10).

8.5. Extra-contractual and contractual claims en contractuele vorderingen

- bpost and the Customer agree that, within the limits of the law, (i) the repair of damage caused by a failing of or non-fulfilment of a contractual obligation by a party or an auxiliary of a Party (including members of staff, employees, directors, officers, agents, representatives, consultants, suppliers, contractors, subcontractors, successors and assignees of the party) may only occur on the basis of a contractual claim against the party in question in accordance with the liability stipulations of these General Terms and Conditions and (ii) neither the Party that suffers the damage nor any third party a party contracts has the right to make an extra-contractual claim against the party that causes the damage or its auxiliaries, even if the damage-generating event also constitutes an illegal act.
- The Customer makes reasonable efforts to include a stipulation corresponding to the preceding paragraph in the agreements with its own customers regarding or relating to the receipt of Services to stop these customers making extra-contractual claims against bpost or its auxiliaries. If the Customer does not include such a stipulation or a customer makes a claim against bpost or its auxiliaries for damage that arises as a result of the provision of Services, the Customer will compensate, indemnify and defend bpost and its auxiliaries at its own expense against such an extracontractual claim.

9. Complaints

9.1. To avoid late complaints and to ensure that bpost is able to gather all necessary evidence, the User must notify bpost of any complaint about the Application, the Service or Functionality within thirty (30) days of the occurrence of the event. This notification must contain precise details of the observed errors, failures or delays and, if the complaint relates to a specific performance of the Services or Functionality, the date and Parcel or Registered Mail number (if applicable).

9.2. 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 via the online platform available at www.bpost.be. The address to which complaints must be made will also be stated on the bpost website.

9.3. The consideration and handling of a complaint by bpost can in no way be construed as the acknowledgment of any liability of bpost whatsoever.

9.4. Complaints regarding damaged or lost Parcels must be submitted with the Sender of the Parcel. The General Terms and Conditions governing the Provision of Services by bpost (see [here](#)) apply.

9.5. 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, Boulevard Roi Albert II 8 box 4 1000 Brussels (www.omps.be).

9.6. The User may also use the European Union's "Online Dispute Resolution" platform via <http://ec.europa.eu/odr>.

10. Intellectual Property Rights

10.1. The Application and all its components – including the underlying technology and the contents made available to the User – and all the Intellectual Property Rights thereto are the exclusive ownership of bpost and/or its licensors. Except as expressly set out in these General Terms and Conditions, the User shall not use the Intellectual Property Rights of bpost and/or its licensors.

10.2. To the extent that bpost makes software or documentation available as part of the Application, bpost grants the User a non-transferable, limited, non-exclusive, non-sublicensable license to use such software or documentation. Such use is strictly limited to the exercise by the User of its rights and obligations under these General Terms and Conditions. The User shall not infringe bpost's Intellectual Property Rights or those of any third party in relation to the use of the Application, the Service or Functionality.

10.3. Without prejudice to the rights of the User under laws relating to the protection of computer programs, the User may not: (i) copy, modify, translate or adapt the software of the Application in any way; (ii) reverse engineer or decompile the software of the Application in any way; and/or (iii) pass on, dispose of, grant as a sub-license, rent, lend or distribute the software or documentation of the Application in any way to third parties.

10.4. Any breach of bpost's Intellectual Property Rights may result in civil or criminal prosecution.

11. Warranties

11.1. The Application is provided to the User "as is".

11.2. bpost does not warrant that the Application will be available at all times or that the Application will work properly, in accordance with the User's expectations or without errors at all times.

11.3. If a problem occurs, the User may report this by way of filing a complaint in accordance with Article **Erreur ! Source du renvoi introuvable.** (*Complaints*). bpost does not guarantee that all reported problems will be resolved.

11.4. The User acknowledges that it is his or her responsibility to regularly update the Application to ensure that it remains in conformity and secure. The User understands that failing to install or incorrectly installing updates may result in the Application not functioning properly, being vulnerable to security threats, or experiencing compatibility issues with other software or hardware. The User further acknowledges that updates are necessary to maintain the performance, security, and compatibility of the Application.

11.5. In case of lack of conformity of digital content or a digital service subject to these General Terms and Conditions, the User, insofar as he or she is a consumer, will be able to fall back on the provisions on the statutory warranty of conformity in accordance with articles 1701/1 - 1701/19 Old Civil Code.

12. Data protection

12.1. For all information relating to the protection of privacy, please refer to our general privacy policy and those relating to the Application and Services as available on our website <https://www.bpost.be/en/privacy>.

13. Applicable law and jurisdiction

13.1. 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 art. VI 83, 23° of the Code of Economic Law, the Courts of Brussels shall have exclusive jurisdiction to settle any dispute between bpost and the User arising directly or indirectly from these General Terms and Conditions.

14. Miscellaneous

14.1. The User is not entitled to assign any rights or obligations under these General Terms and Conditions to another party without the prior written consent of bpost. bpost may assign its rights and obligations under these General Terms and Conditions to another legal entity upon written notice to the User.

14.2. bpost is permitted to outsource all or some of the Services and 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 remains responsible for the proper provision of the Services and Functionality to the User.

14.3. bpost nor the User can be held liable for a delay in the fulfilment or for the non-fulfilment of their obligations under these General Terms and Conditions due to events that are non-attributable to the party that is responsible to fulfill its obligations such as but not limited 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, pandemics, natural disasters, fire and explosions.

14.4. If any of the provisions of these General Terms and Conditions is found to be null and void, invalid or unenforceable against the one of the parties, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.5. The provisions of these General Terms and Conditions which by their nature are expressly or impliedly intended to survive the termination or expiration of these General Terms and Conditions shall survive, including but not limited to Article **Erreur ! Source du renvoi introuvable.** (*Liability and indemnification*) and Article **Erreur ! Source du renvoi introuvable.** (*Intellectual Property Rights*).

14.6. Notwithstanding all proofs, written or stored on another permanent medium to which the User has access, it is agreed that the computerized 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 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 User can be accessed by the courts and provide proof of the details and facts they contain. Proof to the contrary may be supplied.

14.7. If a party does not invoke a right pursuant to these General Terms and Conditions or a failure of the other party, this cannot be deemed to be a waiver of 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 fully invoke that right or any other right at a later date. 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.

PART 2: SPECIFIC TERMS

15. “My Parcel Preferences” Service

15.1. Description and Limitations

15.1.1. The My Parcel Preferences Service allows a User to set delivery preferences for the receipt of Parcels which allow bpost to deliver a Parcel to Another Location or at a later date. Delivery preferences can be set for ~~two~~ four different situations:

- (1) the Addressee of a Parcel is not at home when bpost presents the Parcel for delivery;
- (2) the Addressee of a Parcel requests direct delivery to a Pick-up point (in as far as such direct delivery ~~is~~ can be offered by bpost). 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 to try and make a delivery at the Addressee's address as mentioned on the Parcel.
- (3) The Addressee of a Parcel requests direct delivery at a different address (in as far as such direct delivery can be offered by bpost). If the Addressee requests direct delivery at a different address, he or she gives bpost permission to deliver the Parcel directly to this address without bpost having to try and make a delivery at the Addressee's address as mentioned on the Parcel.
- (4) The Addressee of a Parcel requests a Parcel to be delivered one business day (not Saturday, Sunday or a public holiday) later (in as far as this option can be offered by bpost).

15.1.2. When setting the delivery preferences, the User can use an Illustration to clarify his or her delivery preferences.

15.2. Registration

15.2.1. The Registration of the My Parcel Preferences Service is carried out as follows:

- 15.2.2. If the User creates an Account beforehand to share his or her delivery preferences: (i) designation of the preferences Neighbour, Safe Place or Pick-up Point (as first choice or otherwise), (ii) designation of the desired Pick-up Point if the Parcel cannot be delivered to the Addressee's address, Neighbour or Safe 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, and (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.
- 15.2.3. If the User enters his or her delivery preferences at the time when a Parcel is on the way to the address stated on the Parcel: (i) designation of preferences with regard to Neighbour, Safe Place ~~or~~, Pick-up Point, Different Address or delivery date (ii) designation of the Pick-up Point if the Parcel cannot be delivered to the Addressee, to the Neighbour or to a Safe Place, and (iii) in a subsequent phase: creation of an Account.

15.3. Performance

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

15.3.2. 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 preferences section in the Application. After completing the Registration, bpost will notify the User by letter at the address stated in the preferences section 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 maximize the number of Parcels it delivers on the basis of the User's preferences. The User is entitled to decide to not allow this by filing a complaint through the following webform within 10 days of receiving this letter (<https://www.bpost.be/mypreferencesfraude>).

15.3.3. If the User designates a Neighbour as preference for the delivery of a Parcel, the User must notify the Neighbour thereof. If the Neighbour designated by the User refuses to accept Parcels on behalf of the User, bpost may ask the User to change his or her preferences. If the User does not respond or the Neighbour does not fulfil the criteria set down under Article 1 (*Definitions*), bpost has the right to deliver the Parcel to a Pick-up Point chosen by bpost if the Addressee is not home.

15.3.4. If the User designates a Safe Place, he or she is asked to designate an accessible and dry Safe Place that is not visible to the public from the street. If the User describes this Safe Place, he or she must only provide relevant information about this Safe Place. The User may also upload two Illustrations via the Application.

If the User designates a Safe Place, the User is solely responsible for this selection. bpost is not liable for any damage to or loss of the Parcels after the delivery to a Safe Place.

In case proof of delivery is required, bpost is entitled to take a photo of the Parcel at the Safe Place which will be sufficient. Parcels with a guarantee will not be delivered to a Safe Place. If the designated Safe 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 Place, bpost may unilaterally decide to deliver the Parcel to a Pick-up Point chosen by bpost if the Addressee is not home.

15.3.5. The User may choose to designate 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.

15.3.6. If the User selects delivery at a Different Address as preference for the delivery of a Parcel, the User must notify the resident at that address. In case no one is present at the address, bpost can unilaterally decide to deliver the Parcel to a Pick-up Point chosen by bpost.

15.3.7. If the performance of the My Parcel 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 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 by bpost, the User or the Addressee are not entitled to any sort of compensation or damages.

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

15.4. Duration and right of withdrawal

15.4.1. 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.

15.4.2. bpost may stop providing access to the My Parcel Preferences Service, without this having any impact on existing instructions of the services already received by bpost in a legally valid way, which will be fulfilled in accordance with the provisions of these General Terms and Conditions.

16. "Parcel Tracking" Service

16.1. The Parcel Tracking Service enables the User to follow Parcel delivery steps in the Application. The Tracking Service also provides for the provision of electronic update notifications for the tracked Parcels.

16.2. The Registration for the Parcel Tracking Service is carried out as follows: (i) registration of the email address of the Addressee, and (ii) verification of the email address by means of validation code.

16.3. The Parcel is entered in the Application on the basis of the tracking numbers entered manually by the User, or automatically on the basis of the identifiers (email address, first names, surnames and postal addresses) provided by the User. If a Parcel can be linked to the email address of the User, it will be tracked within the Tracking Service.

16.4. Each time a Parcel is added to the Parcel Tracking Service as described in Article **Erreur ! Source du renvoi introuvable.**, the User will be notified about changes to the status of the Parcel.

16.5. By entering a Parcel in the Application by means of the User's identifiers, the User gives bpost the right to collect and save the Parcel transport data 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)

16.6. The User ensures that he or she has the right to collect this data from other transporters and authorizes bpost to collect this data on its behalf.

17. "My Registered Mail Preferences" Service

17.1. Description and Limitations

17.1.1. The My Registered Mail Preferences Service allows a User to set **general delivery preferences** for the delivery of Registered Mail of which the User is the Addressee through the creation of a postal proxy to either bpost, either a third party (see 17.1.3);

17.1.2. The "My Registered Preferences" service also allows the User to define **specific preferences for a Registered Mail item** addressed to him, to the extent that bpost is able to offer this. The User can thus request that a specific Registered Mail item:

- (1) (1) is presented to his/her address on the working day following the day initially scheduled for delivery, with the exception of Saturdays, Sundays, public holidays and days with special services

or

- (2) (2) is delivered directly to the post office or postal point of the customer's choice from the list provided in the Application. In this case, the Customer authorizes bpost to make the Registered Mail directly available to him/her at the chosen Pick up Point, without bpost presenting it at the Addressee's address, as mentioned on the Registered Mail.

Once one of these specific preferences has been saved in the application, it cannot be modified or cancelled

17.1.3. The following postal proxies can be created:

- **Letterbox Proxy** (previously known as Sign For Me): a postal proxy to bpost, allowing bpost to receive some Registered Mail items on behalf of the Addressee and to deliver such Registered Mail in the letterbox at the address specified on the Registered Mail without ringing the doorbell;

- **Last Minute Proxy:** a postal proxy to bpost, allowing bpost to receive some Registered Mail items on behalf of the Addressee and to deliver such Registered Mail to a person present at the address specified on the Registered Mail who presents the mailman with a secured QR code created by the User in the Application and shared by the User with such person;
- **Classic Proxy:** a postal proxy (in digital form) to a third party designated by the User, allowing such third party to receive Registered Mail items on behalf of the Addressee, either at the home address of the Addressee, either at a post office or postal point. The designated proxyholder is required to present bpost with the proxy (in the form of a secured QR code shared by the User with the proxyholder) and a proof of identification of the proxyholder for bpost to be able to deliver the Registered Mail to the proxyholder.

- 17.1.4. The My Registered Mail Preferences Service is exclusively reserved for private individuals for strictly private use. Legal entities cannot use the My Registered Mail Preferences Service and bpost reserves the right to not accept any such postal proxies.
- 17.1.5. The Letterbox Proxy and the Last Minute Proxy is only applicable to standard Registered Mail. The following mail items are excluded: Registered Mail with acknowledgment of receipt, Registered mail with a declared value, mail with customs duties, 'poste restante' mail, judicial letters and mail that due to its size or for any other reason cannot be delivered in a letterbox that complies with letterbox regulations.
- 17.1.6. The Letterbox Proxy and the Last Minute Proxy created via the My Registered Mail Preferences Service have a validity of three (3) years. For the Classic Proxy, the User can choose the validity period with a maximum of three (3) years.
- 17.1.7. The User of the Registered Mail Preferences receives an e-mail and/or a push notification after delivery of a Registered Mail in execution of preferences. The User can activate or deactivate such notification through the Application.

17.2. Registration

- 17.2.1. The My Registered Mail Preferences Service can be activated, deactivated and managed in the Application. The User is able to check the status of his or her authorization – active, not active, expired – in the Application's "More" menu, under "Delivery preferences", then "Registered mail".
- 17.2.2. Proxies are created on the basis of a physical address corresponding to one of the addresses registered in the Application in the "my addresses" tab.
- 17.2.3. To be able to activate a proxy linked to one of registered addresses, the User must agree to several methods of control. To verify that the User possesses a Device on which the Application is installed, the User must register his or her telephone number and enter the code sent by text message in the Application.

- 17.2.4. To verify his or her identity, the User must either use itsme, either a Belgian ID Card. When a Belgian ID Card is used, the process is as follows: the Addressee must scan the front and back of his or her Belgian ID card. The User must check whether the data scanned by the Application are correct and, if not, scan the document again. The Addressee must then present his or her face to the Application. The User will be asked to turn his or her face in different directions so that the Application 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 User's face must then be matched.
- 17.2.5. The User is asked to check and confirm his or her personal data and the data relating to the proxy. The User verifies his or her name (which is provided by itsme or taken from the scan of the ID card and cannot be changed), email address, street address and, if applicable, the ID document. Upon this confirmation, the User is notified through the Application of the activation of the My Registered Mail Preferences Service. The User also receives a service confirmation via e-mail.
- 17.2.6. The proxies created under the My Registered Mail Preferences service will be active immediately or as from the first business day following the receipt of the service confirmation at the latest, unless provided otherwise.
- 17.2.7. Once the proxies are active, the User is able to manage the proxies in the Application. The User is able to check the status and the expiry date of the proxies at any time. The User is also able to deactivate the proxies at any time prior to their expiry date.
- 17.2.8. If the User's ID document expires prior to the expiry date of the proxy, the User can go through the identification process again in the Application. If the User does not do so, the proxies will remain active, but the User will not be able to perform any actions (such as deactivating the authorization or creating a new authorization).
- 17.2.9. The User will be warned of the imminent expiry of his or her proxy via the Application.

17.3. Provision

- 17.3.1. bpost will apply the delivery preferences immediately or at the latest as from the first business day following the receipt of the service confirmation.
- 17.3.2. bpost reserves the right not to carry out the My Registered Mail Preferences Service if, where relevant, there is no compliant letterbox at the designated address, 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 mail carrier or if there is a suspicion of incorrect, improper or fraudulent use of the proxy, if the network coverage of the mail carrier's mobile device during delivery is not good enough to match the Addressee and the proxy or due to another technical problem, or if the mail carrier knows of the Addressee's death or change of address. In any such event, bpost may apply the standard delivery service for Registered Mail and require a signature and identification for delivery.

17.4. Cancellation

- 17.4.1. The User has the right to cancel the Registered Mail preferences at any time and to withdraw the related proxies, without bpost having any right to compensation. To do so, the User can deactivate the proxies through the Application or contact bpost customer service (see article 9 of the present General Terms and Conditions). bpost will handle such request as soon as possible and in any event within five (5) business days of receipt.
- 17.4.2. bpost may also withdraw a proxy at any time and cancel the performance of the My Registered Mail Preferences Service with a five (5) business days' notice, without the User having any right to compensation.

17.5. Users declarations and liability

- 17.5.1. The User declares to understand that the receipt of Registered Mail by a proxyholder has the same legal consequences as if the User received the Registered mail himself, for example in relation to time limits in legal proceedings.
- 17.5.2. The My Registered Mail Preferences is completely independent of the relationship between the User and the Sender of the Registered Mail. Consequently, any obligations of the User towards the Sender of the Registered Mail remain the responsibility of the User.
- 17.5.3. The User is solely responsible for the accuracy of the information provided to bpost, as well as for the choice of the proxyholder when a Classic Proxy is created. Such proxyholder may not be a minor and must have legal capacity to act as proxyholder. The Addressee is solely responsible for the actions taken by the third party proxyholder with the postal proxy. bpost is generally not responsible for any damage to the Addressee, the proxyholder or third parties that may result from the misuse or fraudulent use of the Trusted Person proxy, in particular if stolen or forged identity documents are presented or if Registered Mail is handed over upon presentation of a false postal proxy.
- 17.5.4. The User undertakes to notify bpost immediately of any change to their data, and in particular to their address details, via the Application or via the customer service (as referred to in Article 9). In the event of the User's decease, his heirs are obliged to inform bpost of such decease. The My Registered Mail Preferences Service shall be terminated as soon as bpost has been informed of the User's decease by one or more of the User's heirs.

18. "Registered Mail Notification" Service

18.1. The Registered Mail Notification Service is the service, offered by bpost, which allows an Addressee of a Registered Mail to receive an e-mail and/or a push notification in the My bpost app informing the Addressee that a Registered Mail is on its way to the Addressee.

18.2. The notification will include the barcode number of the Registered Mail, the address and an indication of when the Registered Mail will be delivered. It will not include any information on the Sender or the content of the Registered Mail, information which bpost does not have and/or is not allowed to share for confidentiality and privacy reasons.

18.3. The Registered Mail Notification Service is only available for Addressees who are natural persons (not legal entities) with a bpost account who have completed the Registration for the My Parcel Preferences Service or the My Registered Mail Preferences Service. The Application uses the e-mail address as registered by the Addressee during the Registration for the My Parcel or My Registered Mail Preferences Services to send the e-mail notification.

18.4. To perform the service, bpost needs to match the personal data of the Addressee (address, name and surname) as registered by the Addressee during the Registration for the My Parcel or My Registered Mail Preferences Service, with the data that bpost retrieves from a Registered Mail addressed to the Addressee. In this context, bpost's obligations are best effort obligations, not obligations of result.

18.5. If for whatever reason no such matching is possible, bpost reserves the right not to send a notification without the Addressee having any right to compensation.

18.6. At any time, the Addressee can decide to deactivate the Registered Mail Notification Service by clicking on the tab 'More' and then on 'Notifications' in the Application. Such deactivation is implemented immediately.

18.7. bpost can deactivate the Registered Mail Notification Service at any time without the Addressee having any right to compensation.

18.8. In addition bpost can decide to immediately deactivate the Registered Mail Notification Service in the event of a suspicion of unjustified or incorrect use or abuse of the Registered Mail Notification Service by the Addressee or a third party.

18.9. The notification via e-mail does not in any way impact or replace the actual distribution of the Registered Mail by bpost in accordance with postal legislation and the bpost terms and conditions applicable to the distribution of Registered Mail. The notification is unrelated to the relationship between the Addressee and the sender of the Registered Mail. Consequently, any obligations of the Addressee towards the sender of the Registered Mail remain the full responsibility of the Addressee.

19. "Shipping Labels" Service

19.1. Description and Limitations

19.1.1. The Shipping Labels Service allows the User to generate Shipping Labels for both Registered Mail and Parcels directly through the Application.

19.1.2. To access this Shipping Labels Service, the User must navigate to the 'Send' tab within the Application. Subsequently, a page will appear where Users can select the product type, including Parcels and Registered Mail. The User must then choose the destination country for the Parcel or Registered Mail and prices will be displayed. After selecting the desired option, the User must specify the weight and/or size of the Parcel or Registered Mail. Additional options will then be presented. Finally, a summary and the final price will be displayed in the shopping cart before proceeding to payment.

19.1.3. The User can print the Shipping Label at home or go to a post office or a postal point to request for a print-out of the Shipping Label.

- 19.1.4. The User needs to attach the Shipping Label to the Parcel or Registered Mail in a way that the Shipping Label cannot be separated from the Parcel or Registered Mail.
- 19.1.5. The General Terms and Conditions governing the Provision of Services by bpost remain fully applicable to the treatment of the Parcel or Registered Mail by bpost (including the collect, sorting, transport and delivery of such items).

19.2. Specific terms on Shipping Labels for Registered Mail

- 19.2.1. Shipping Labels for Registered Mail can be created for national Registered Mail with the following specifications: normalized item up to 50g, non-normalized item up to 350g. The User can also opt to include a digital acknowledgment of receipt.
- 19.2.2. The User can drop off the Registered Mail in a red letter box, in a post office or postal point or can call upon the collect service of bpost.
- 19.2.3. bpost creates a digital proof of deposit on the basis of the data provided via the Application. The date of deposit that will be mentioned on the proof of deposit is the date that bpost actually receives the Registered Mail. For Registered Mail dropped off at a post office or postal point, this is the date that the User hands over the Registered Mail at the counter. For Registered Mail dropped off in a red letter box, this is the date that bpost empties such red letter box.
- 19.2.4. The proof of deposit will be available on the Application the date of receipt of the Registered Mail by bpost. It will remain available on the Application for a duration of ten (10) years.
- 19.2.5. The digital acknowledgment of receipt, where applicable, will be available on the Application when bpost has distributed the Registered mail to the addressee or his or her proxyholder. It will remain available on the Application for a duration of ten (10) years.

19.3. No right of withdrawal

- 19.3.1. As the Shipping Labels consist of a digital content and are goods produced to the User's specifications, the labels have a personal character and cannot be taken back (Art. VI.53, 3° Code of Economic Law). As a consequence, it is not possible to withdraw an order or claim a refund.

19.4. Liability

- 19.4.1. The liability regime and liability limitations for the treatment of Parcels and Registered Mail as set out in the General Terms and Conditions governing the Provision of Services by bpost remain fully applicable.

20. Mail Ahead Functionality

20.1. Description and limitations

- 20.1.1. Mail Ahead Functionality allows the Mail Ahead User to see images of the incoming Mail bearing the address and official name provided by the Mail Ahead User, when the Application is opened on his or her Smartphone or Tablet.
- 20.1.2. Mail Ahead Functionality is a free service.

- 20.1.3. Mail Ahead Functionality is made available to the Mail Ahead User for his or her own needs. The Mail Ahead User can request access to Mail Ahead Functionality solely in his or her own name and for an address where the Mail Ahead User resides. However, Mail Ahead Functionality can only be active for one address at any one time.

- 20.1.4. To access Mail Ahead Functionality, the User must provide the address where he or she resides. The Application uses the name (first, middle, last name, as well as certain titles and forms of address) and address as criteria for generating Images in Mail Ahead. That means that a Mail Ahead User can only see Images of his or her incoming Mail in the Application.

- 20.1.5. The User may save, share, enlarge and rotate the Image or notify bpost if something is wrong.

20.2. Mail Ahead registration

- 20.2.1. The User must use itsme to verify his or her identity and home address. The registration procedure for Mail Ahead Functionality is as follows:
- (1) Official name validation (first, middle and last name)
 - (2) Address validation
- 20.2.2. Mail Ahead Functionality can only be used by a natural person. The User is fully liable for any fraudulent or unlawful use of Mail Ahead Functionality.
- 20.2.3. The Mail Ahead User who no longer resides at the address he or she has provided must remove this address or deregister from Mail Ahead Functionality in the 'More' section.
- 20.2.4. The Mail Ahead Functionality will be immediately activated once Registration for Mail Ahead Functionality has been completed in the Application.

20.3. Provision of Mail Ahead Functionality

- 20.3.1. Without prejudice to article 7 of these General Terms and Conditions, parties agree that errors in the Image and Mail information provided in Mail Ahead do not give the Mail Ahead User any right to compensation.
- 20.3.2. Mail Ahead Functionality is provided solely for information purposes and does not create any obligation for bpost with regard to the delivery of Mail. bpost cannot be held liable for the non-delivery of Mail based on Mail Ahead Functionality.
- 20.3.3. bpost reserves the right to suspend or terminate the provision of Mail Ahead Functionality at any time without the Customer being able to claim any compensation. bpost will notify the Customer of this within a reasonable term.
- 20.3.4. Specifically, but not exclusively, bpost can suspend or terminate the provision of Mail Ahead Functionality in the following cases:
- If Mail Ahead Functionality cannot be provided at the address in question for operational reasons, because (but not limited to the fact that): (1) the bpost systems cannot identify the address down to box level; (2) the bpost systems do not recognize the address;
 - If the address cannot be selected, because (but not limited to the fact that): (1) a recent change of address connected with that address is recorded in the bpost databases; (2) operational difficulties mean that a high level of service cannot be guaranteed.

- If the Images generated by machine are regularly wrong or not linked to the address provided by the Mail Ahead User and the reason this occurs cannot be corrected;
- If the Mail Ahead User or a third party is suspected of wrongful use or misuse of Mail Ahead Functionality.

21. Other Services

21.1. Asides the abovementioned Services, the Application provides Other Services to the User as well, such as but not limited to:

- Payment of customs duties by the Addressee. This Service allows the User to settle customs duties associated with the Parcel. When customs duties are due on a Parcel, the Addressee can use the Application to make the payment for these duties .
- Access to screenless Parcel Lockers. When a Parcel has been delivered to a screenless Parcel Locker, or when the User wishes to deposit a Parcel in such a locker for dispatch, the User can use the Application to open the Parcel Locker.
- Sending of Mobile Postcards: the Application refers the User to the Mobile Postcard application that is governed by a separate set of terms and conditions available in the Mobile Postcard application.