

General Terms and Conditions of bpost's Mobile Postcard Service

Version 08/01/2020

Article 1. Definitions

“**Application**” means the program that is the property of bpost with which the Customer can order Cards through the Mobile Postcard Service and that must be downloaded from internet by the Customer in advance;

“**Card**” means the personalised postcard created by the Customer using the Application and under the Mobile Postcard Service on the basis of an Illustration selected by the Customer, printed by bpost and delivered by bpost as a regular postcard, without envelope. The dimensions of the Card are 16.7 x 12cm.

“**Video card**” means the personalized postcard created by the Customer with the Application and with the Mobile Postcard service based on an Illustration as well as on a Video selected by the Customer. The video card is printed by bpost and delivered by bpost as a normal postcard, without an envelope. The Card has a size of 16.7 x 12cm and has a QR code on the front with which the recipient can read the video.

“**Video**” means every moving image, film fragment or moving illustration, whether or not provided with sound clips, that is delivered online by the Customer via the Application, possibly created with his Smartphone or Tablet, with the intention of personalizing the Card.

“**Customer**” means any natural person or legal entity that downloads the Application and uses it to make use of the Services;

“**General Terms and Conditions**” means these General Terms and Conditions with regard to the Mobile Postcard Service;

“**Order**” means any order of Services through the Application by the Customer in accordance with the provisions of Article 5 of these General Terms and Conditions.

“**Illustration**” means any element that is provided online by the Customer through the Application with the intention of personalising the Card, such as photos, images, drawings, characters, texts or other illustrations, which may be created on a Smartphone or Tablet.

“**Mobile Postcard Service**” or “**Service**” means the service provided by bpost through which the Customer can order and personalise Cards through a Smartphone or Tablet and have them sent in Belgium by bpost to an address in Belgium or abroad.

“**Smartphone or Tablet**” means the mobile device whose configuration and operating system support the Application and that is connected to internet, regardless of the connection method (wi-fi, 3G, 4G and so on).

Under these General Terms and Conditions, “**Controller**”, “**Processor**”, “**Subject**”, “**Personal Data**”, “**Personal Data Breach**” and “**Processing**” (and “**Process**”) have the same meaning as in the applicable legislation on the protection of personal data (including the General Data Protection Regulation 679/2016 (“**GDPR**”), hereinafter referred to as the “**Privacy Regulation**”).

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

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

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

2.3 The sending by post is regulated by the “General Terms and Conditions for the provision of service by bpost”, which the Customer can read at www.bpost.be and which are published in Belgisch Staatsblad/Moniteur belge. 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 an Order in the manner set out in Article 5, the Customer is requested to read these General Terms and Conditions and to confirm and accept the

provisions in these General Terms and Conditions in a special window that is displayed on the Smartphone or Tablet. By clicking the box alongside the statement “I accept the General Terms and Conditions”, the Customer confirms his or her acceptance of these General Terms and Conditions without reservation.

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

Article 3: Description of the Mobile Postcard service and Limitations

3.1 Under the Mobile Postcard Service, after the Application has been downloaded from internet to a Smartphone or Tablet as per the procedure described by bpost, the Customer can design and personalise a postcard by means of an illustration (specifically a photo on the Smartphone or Tablet), which bpost will print and send by post to the recipient named by the Customer in the Application.

The Mobile Postcard service also gives the Customer the possibility to send a Video card. The Customer chooses both an Illustration and a Video via the Application. bpost prints this card physically and sends the Video card by post to the recipient named by the Customer in the Application. The chosen Illustration appears on the front of the postcard, the selected Video is attached to the card in the form of a QR code. The addressee can read this QR code by using the Application, the internal camera of the smartphone or tablet if the device allows this, or by using an external QR application.

3.2 The Mobile Postcard service is made available to the Customer for his or her own needs and as part of his or her personal correspondence with recipients who have a physical address as mentioned by the Customer in the Application.

3.3 The Application and the ordering procedure and the relationship with the Customer are available in two languages, Dutch and French, as the Customer chooses.

Article 4: Downloading the Application

4.1 The Service is accessible through internet. To use the Services the Customer must have access to (i) an internet connection payable by the Customer and under the Customer’s exclusive responsibility, (ii) where applicable an account by which the Customer can download the Application from a website that supports such an action

in accordance with the applicable General Terms and Conditions and must (iii) download the Application in advance through a website that supports such an action. The Customer must also ensure that the Smartphone or Tablet and its operating system support the Application in accordance with the required configuration conditions as set out by bpost and/or on the website that provides access to the Application. To use the Services, the Customer must also have a valid email address that is properly configured on the Smartphone or Tablet.

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

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

Article 5: Order

5.1 Any Order of a Service occurs through internet in the Application in accordance with the procedure as set out below. To this end, the Customer must launch the Application and ascertain that the Smartphone is connected to internet.

5.2 The Card and the Order are personalised as per the following method and steps:

- (i) The Customer is first asked to make a choice between a photo card and a video card:
 - a) If the Customer chooses to send a regular Card: The Customer is requested to take a photograph with the Smartphone or Tablet and/or select an Illustration stored on the Smartphone or Tablet. This photograph or other Illustration will be displayed on the front of the Card. The Application automatically reduces the size of the image file to the permitted maximum where applicable. The Illustration selected and supplied by the Customer must be of sufficient quality for use on the Card. The resolution must be at least 3 megapixels so as not to compromise quality when it is printed. Any difference in quality between the Illustration supplied by the Customer and the Illustration printed on the

Card may be due to the colours or the view and caused by various factors, such as the initial quality of the supplied Illustration. bpost can never be held liable for such a difference.

- b) If the Customer chooses to send a Video card: The Customer is first asked to select a video. This Video will be made legible in the form of a QR code on the front of the card. The duration of the Video can be up to 60 seconds. The Application provides the option to crop the Video to the desired duration. Then the Customer is asked to select a Photo in the same way as described above.
- (ii) The Customer should then compose the message to the Recipient, which will be displayed on the back of the Postcard.
- (iii) The Customer enters the name and address of the Recipient, which will also be displayed on the back of the Card. The back of the Card also contains the zone reserved for franking.
- (iv) The Customer must then accept the layout of the Card (front and back). If the Customer wishes to pay for the Card with a promotional code, the Customer accepts that an extra print may be added to the Card that is sent free of charge on the basis of the promotional code.
- (v) Order confirmation: upon completion of step (iv), the Application shall provide a summary of the Order, stating the quantity ordered and the total amount due (including taxes). The Customer is requested to check this summary and confirm the Order (or rectify it where applicable).
- (vi) When confirming the Order, the Customer is requested to enter his or her email address (identification) & choose a password. bpost will send the order confirmation to this email address as soon as payment has been confirmed. bpost cannot be held liable if the Customer makes an error when entering the email address and the Customer understands that he or she bears full responsibility for the consequences of such an error. The Customer is also requested to read and accept these General Terms and Conditions in advance. In this respect, it is agreed that by checking the "I accept the General Terms and Conditions" box the Customer accepts these General Terms and Conditions.
- (vii) Payment transactions: the Customer is requested to pay for the Service using a system on a secure third-party payment website (Ogone) as described in Article 7 below.
- (viii) The Order will only be confirmed and accepted after confirmation of payment by the secure payment system. Any Order confirmed and paid for in this way will be deemed to be complete and final, without any right of revocation, in accordance with Article 9 below.

- (ix) An email confirming the transaction (containing a summary of the Order and the order number) and payment will be sent at the earliest opportunity to the Customer at the email address provided by the Customer during the ordering process (step (vi) above).

Article 6: Prices and costs for these of the Services

6.1 The Application can be downloaded from internet free of charge.

6.2 The Service and the Orders are not free of charge. The prices correspond to the applicable rates employed by bpost for the Services at the time of the Order. The applicable prices can be viewed in the Application or at www.bpost.be. These prices may be changed at any time by bpost without such a change having any impact on an outstanding Order. The price of the Service includes franking costs of the Card for sending at the regular Non Prior rate applicable to such mail items.

6.3 The prices are stated in euros, with all taxes and costs included.

6.4 The Service and the Application are accessible through internet, just as the Customer must be connected to internet, in whatever way (wi-fi, 3G, 4G or so on) to place any Order. The costs of the internet connection are exclusively payable by the Customer. The Customer's attention is drawn among other things to the costs of connecting to internet through mobile networks, especially connection from a foreign country.

Article 7: Payment

7.1 The payment occurs through a secure server of a partner of bpost (Ogone or PayPal).

7.2 The amount of the Order will be debited as soon as the Order is confirmed. The Order processing procedure will begin at that time (with the exception of weekends and public holidays). If the payment is not accepted or made, the purchase process will be cancelled and the selected elements deleted.

7.3 During the payment of the Orders the Customer's bank details will be securely transmitted to the payment server (Ogone and/or any other payment institution accessible through the secure website), which manages the bank transactions in a secure way. The bank details will be used exclusively for the payment transaction. They will not be stored in the Application.

Article 8: Delivery of the Card

8.1 As soon as the Card arrives at bpost through the Application and is printed, it will be delivered by bpost like a postcard franked in accordance with the applicable bpost rates for this type of mail item and under the conditions stated in Article 2.3 above. The cost of franking the Cards is included in the price that the Customer pays for every Order. If the Order is placed before 3pm on a business day, the item will normally (best efforts obligation) enter the postal circuit on the same day. Once in the postal circuit the card will be distributed within three working days (best efforts obligation).

8.2 The Cards will be delivered to the recipient's address as provided by the Customer in the Order. The responsibility for entering a correct and valid destination address lies with the Customer.

8.3 bpost reserves the right to refuse to make a delivery or fulfil an Order of a Customer who has not settled a previous Order in full or with whom a payment dispute is pending.

Article 9: Absence of the right of revocation

Pursuant to Article 47 § 4, 1° and 2° of the law of 6 April 2010 concerning market practices and consumer protection, the Customer cannot exercise the right of revocation for the Services, especially with due consideration for the delivery terms and the personalised nature of the Service, which the Customer accepts.

Article 10: Rights, obligations and responsibilities of the Customer

10.1 The Customer is fully liable in a civil and criminal sense for the Illustrations, Video and other content sent to bpost under the Service through the Application. The Customer is free in the choice of Illustrations, content and texts for sending to bpost, but must not save, download and send any data, images, photographs, Illustrations, Videos, 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.

10.2 Specifically, the Customer must not save, download or send photographs, Illustrations, Videos 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 damage bpost's image or that generally copy the brands or marks of bpost;
- (iii) could contravene the prevailing legislation concerning the ban on circulating obscene pornographic images or images that seriously impair human dignity.

10.3 The Customer declares that the Illustrations and Videos used under the Service are unencumbered with any rights, knowing that he or she must not save or send any files that breach the ownership rights of other parties, such as but not limited to texts, images, trade secrets, internal or confidential information. The Customer 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 Customer undertakes to ensure that every depicted person has given permission for the use and circulation of his or her image.

10.4 The Customer 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 Customer.

10.5 The Customer confirms that he or she saves copies of the Illustrations, Videos or files supplied through the Application at his or her own risk and acknowledges that bpost can never be held liable for the loss of the original Illustrations, Videos or files.

10.6 The Service is provided exclusively to private individuals for strictly private use. The Customer cannot demand any invoice. The Customer 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, particularly if the Customer sends an exaggerated number of Cards to recipients.

Article 11: Rights, obligations and responsibilities of bpost

11.1 Bearing in mind that items of private correspondence are concerned, the Customer is expressly informed that bpost in no way checks the files sent under the Service. However, the Customer acknowledges that he or she has been notified that should bpost be notified in any way by a third party or its own services of the improper nature of the content sent through the Service, it is permitted to forward this content to the competent judicial or regulatory authorities, which will act in due accordance with laws or regulations. bpost also reserves the right, depending on the legal qualification of the cited failings, to cancel access to

the Service for the Customer who supplied the controversial content and reserves the right to use all useful legal means to do so.

11.2 Without prejudice to the general nature of clause 12.1, bpost reserves the right to refuse to produce the Cards as it sees fit, on the basis of Illustrations or Video that do not fulfil the conditions stated in Articles 10.1 up to and including 10.3, without such refusal constituting a contract refusal.

11.3 The Customer is aware that the final version of the Card may differ from the Illustration the Customer has supplied through the Application, in terms of both quality and positioning, and the Customer accepts that the quality of the final version of the Card depends on the Illustration supplied. bpost will never replace or give a refund on any Card or Cards if the Customer does not find the quality satisfactory.

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

11.5 The Customer is aware that the Cards may be sent to the wrong recipient if the Customer provides the wrong address during the Order. In that event, bpost cannot be held responsible for the Cards being mistakenly sent to a third party who is not the Customer's desired recipient.

11.6 bpost cannot be held responsible for the Service except in the event of gross negligence or intention. In addition, bpost cannot be held responsible for the indirect damage experienced by the Customer or the recipient during delivery or the use of the Service. The parties acknowledge that indirect damage includes but is not limited to all moral, commercial or financial damage as well as any action against the Customer by a third party.

11.7 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.

11.8 bpost is permitted to outsource all or some of the Services to a third party at any time, notably printing, franking and sending, without prior approval from the Customer. However, in the event of outsourcing, bpost always remains responsible for the proper provision of the Services to the Customer.

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

Article 12: Complaint

12.1 To avoid late complaints and especially to ensure that bpost is able to gather all the evidence, the Customer 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 supposed errors, failures or delays and, if the complaint relates to a specific Order, the number of that Order. bpost undertakes to give due consideration to the Customer's complaint as soon as it is received by telephone call to Customer Service on 022 012345 or by franked letter to bpost, Customer Service, PB 5000, 1000 Brussels or through www.bpost.be. The address to which complaints must be made will also be stated in the Order confirmation email.

12.2 Filing a complaint does not release the Customer from its payment obligations.

12.3 In the event of a complaint that cannot be settled on the basis of this Article, the Customer may file a complaint with the bpost Ombudsman, Koning Albert II-laan 8 bus 4, 1000 Brussels (www.omps.be).

Article 13: Intellectual property

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

The Application is a program that is the property of bpost. bpost provides a free non-exclusive user licence of unlimited duration for this program when it is downloaded.

Article 14: Protection of personal data

Personal data that the Customer shares with us through the Application (first name, surname, postal address, birth date, sex, email address) will be handled by bpost (Centre Monnaie, 1000 Brussels), the Controller of this data, to fulfil the Order and contact the Customer in the event of any problems. bpost may also use this data to contact the Customer with regard to market studies or satisfaction surveys with a view to improving its services. The above-mentioned date of birth is not mandatory. It is used for marketing purposes, e.g. in case of birthdays.

bpost reserves the right to also use the personal data that the Customer shares with us through the Application to send information on similar services offered by bpost to the Customer, particularly as part of its legitimate interest to promote these services among its Customers, by post,

email, telephone or via advertising platforms (such as Google, Facebook, Twitter and LinkedIn) on which the person concerned has an account linked to his or her email address (after prior certification by the operators of these platforms).

The personal data of the addressee of the Card (first name, surname and address) will only be processed to enable the sending of the Card by bpost. The Customer shall act as the party responsible for the processing of this data. It also acts as the Controller of personal data relating to people depicted on the photos it shares with bpost as part of the performance of the agreement. As such, it is responsible for making sure this data is collected, shared with bpost and used by bpost on its instructions (as Processor of personal data) in accordance with the law, notifying its people of this processing (and what follows) and fulfilling any requests to exercise their rights.

To fulfil the Orders, this data will be shared with DJM WEB SPRL, a subcontractor of The Ring Ring Company NV, itself a subcontractor of bpost and the developer and administrator of the application, as well as Pondres BV, the printer of the Cards.

This personal data can be accessed (1) by our IT service providers that may occasionally be located outside the European Economic Area (where applicable, the measures described in the model contractual clauses of the European Commission have been imposed upon them) and (2) the operators of advertising platforms (such as Google, Facebook, Twitter and LinkedIn) to verify the existence of an account linked to the aforementioned email address and circulate our messages to the Customer through their platforms.

The personal data, the Customer's account and his remaining credits will be deleted 3 years after the date on which the Service is last used. Photos are stored for 15 days from the date the card is sent. Videos are stored 1 year from the date the video card is sent

If the Customer wishes to oppose the use of his or her personal data to provide information on similar services offered by bpost, he or she may notify us at any time by sending a signed and dated written request, enclosing proof of identity, by post to bpost, DPO Office, 1000 Brussels or online using the link in our privacy charter to the online form at: www.bpost.be/site/fr/privacy.

In certain circumstances, the Customer may also access his or her personal data, have it corrected if appropriate, have it erased, restrict its processing or request its portability by signed and dated written request, enclosing proof of identity, to the same address. The Customer may file a complaint with the relevant authority in Belgium if no reply to this request is received: <https://www.dataprotectionauthority.be/>

Article 15: Applicable law and competent court

These General Terms and Conditions as well as any Order of Services placed 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 Mobile Postcard Service Orders to which these General Terms and Conditions apply.

Article 16: Other stipulations


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

16.2 If any of the clauses of these General Terms and Conditions is found to be null and void and/or unenforceable against the Customer 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.

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

16.4 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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 www.bpost.be