

General Terms and Conditions "Scanning services" – Version 2019

1. Subject

- (a) These Terms and Conditions apply to the service "Scanning Services", offered by bpost to the Customer under the Contract, which consists of the digitisation of the Customer's documents and the optical recognition of indexed fields in these documents, approval and correction of the results obtained through this optical recognition process, creation and transmission to the Customer of a digital file containing certain information relating to the processed documents, followed by the recycling or archiving and/or return to the Customer of these documents.
- (b) The Contract only applies to the Service "Scanning Services", the other services offered by bpost are not included in this contract.
- (c) These General Terms and Conditions may be read at any time at <http://www.bpost.be/nl/terms-and-conditions>.

2. Definitions

Under these General Terms and Conditions the following terms have the meanings as defined below:

- Agreement: The document, which is an integral part of the Contract, containing the data of the Customer and the specific arrangements of the Service.
- Archiving: The physical and/or digital safe-keeping of Documents after transmission to the Customer of the File relating to these Documents.
- Business Day: A day other than Saturday, Sunday or a national public holiday in Belgium.
- Contract: The contract concluded between bpost and the Customer relating to the Service, comprising the Agreement, the General Terms and Conditions, and the Tariff Conditions.
- Correction: The process consisting of the correction of the desired results.
- Customer: The natural person or legal entity that has concluded the Contract with bpost.
- Documents: The Customer's Documents under this Service.
- bpost: The limited company under law bpost, with registered office at Centre Monnaie, 1000 Brussels, listed in the Brussels register of legal entities under number BE 0214 596 464.
- File: The digital file in which certain information relating to the Documents is recorded.
- Force Majeure: A situation not caused by one of the Parties and rendering impossible the performance of one or more contractual obligations of this Party in accordance with the criteria developed by Belgian jurisprudence (including strikes, lockouts, weather events and accidents).
- General Terms and Conditions: This document, which is an integral part of the Contract, containing the general terms and conditions applicable to the Service. The General Terms and Conditions are appended to the Agreement as Appendix 1.

- Image: The digital reproduction of a processed Document.
- OCR: The process consisting of the precise indexing of texts or information by optical mark recognition.
- Party: A Party to the Contract, being the Customer or bpost depending on the circumstances.
- Recycling: The destruction of the Documents after transmission to the Customer of the File relating to these Documents.
- Return to the Customer: The return of the Documents to the Customer after the transmission to the Customer of the File relating to these Documents.
- Service: The service, the constituent parts and arrangements of which are described in article 4 of these General Terms and Conditions, offered by bpost under the Contract.
- Tariff Conditions: The document, which is an integral part of the Contract, stating the tariffs applicable to the Service. The Tariff Conditions are appended to the Agreement as Appendix 2.
- Validation: The process consisting of the validation of the obtained results.
- GDPR: General Data Protection Regulation

3. Survey and hierarchy of the documents forming the Contract

(a) The Contract comprises the following documents:

- The Agreement; and
- The General Terms and Conditions; and
- The Tariff Conditions.

(b) In the event of contradiction between the stipulations of these General Terms and Conditions, the Tariff Conditions and the Agreement, the following order applies to determine which of the contradictory stipulations prevail: (i) the Agreement, (ii) the Tariff Conditions, (iii) the General Terms and Conditions.

4. Constituent parts and arrangements of the Service

4.1. Receipt of documents

bpost receives the Documents in accordance with the arrangements agreed in the Agreement (receipt method, frequency and so on).

The following receipt methods are possible:

- Customer sends the Documents to bpost;
- Customer delivers the physical Documents to bpost;
- bpost picks up the Documents from the Customer.

The Agreement states the deadline by which bpost accepts the receipt of Documents ("cut-off time"), so that the Documents can be processed within the time frames agreed with the Customer in the Agreement.

4.2. Digitisation and OCR

Upon receipt of the Documents, bpost scans the Documents and performs OCR on them.

The Agreement sets down the digitisation arrangements (such as one-sided/two-sided, resolution and format) as well as the index fields of the Documents on which OCR must be performed.

4.3. Validation

OCR is always followed by Validation. The Agreement sets down the index fields of the Documents that must be validated.

4.4. Correction

Act of retranscribing exactly information contained in a document if it has been incorrectly interpreted by the OCR program.

4.5. File transmission

bpost creates the Files and transmits them to the Customer.

The Agreement sets down:

- The information to be included in the File (metadata, Images or metadata and hyperlink to Images);
- The File transmission arrangements (File format, transmission frequency and method, transmission address etc).

The Client whose Documents are managed locally by different entities can obtain separate Files for each of the entities responsible for managing its own Documents, in accordance with the arrangements set down in the Agreement.

4.6. Return to Customer, Archiving or Recycling

Within a term of 7 (seven) Business Days from the transmission of the Files, bpost will carry out Return to Customer and/or Archiving or Recycling, in accordance with the Customer's choice as set down in the Agreement.

4.7. Reporting

The Customer can obtain a report containing the information on the Service provided. If the Customer expresses the wish to receive the reports, the arrangements with regard to the reports will be set down in the Agreement (such as frequency of reporting and information to be included in the report).

5. **Obligations of the customer**

5.1. Estimate of the volume of Documents and representative Documents

To help bpost plan the workload and conduct the necessary tests, when the Contract is concluded the Customer must provide bpost with:

- (i) An estimate of the volume of Documents, according to the Document type, that the Customer intends to transmit to bpost. This estimate is stated in the Agreement;
- (ii) Some examples of representative Documents, according to the Document type, under the Service.

5.2. File check

In the event of problems with the transmission of the File (such as an unreadable or corrupted File), the Customer must notify bpost within 6 days of receiving this File.

6. Tariffs

6.1. Applicable tariffs

- (a) The tariffs applicable to the various constituent parts of the Service are stated in the Tariff Conditions.
- (b) The tariffs are stated exclusive of VAT or other taxes and levies. All current and future indirect taxes, local taxes, levies and duties and deductions (excluding tax on income and profit) that may be collected by any authority are always payable by the Customer and are due in addition to the agreed tariff.

6.2. Tariff rises

- (a) The tariffs are calculated on the basis of volumes as estimated by the Customer and set down in the Agreement. If the volumes are not reached at the end of the period stated in the Agreement, bpost reserves the right to demand a supplement equal to the total price that would have been invoiced to the Customer if the estimated volumes had been reached.
- (b) The tariffs can also be increased by bpost if the arrangements for the service as set down in the Agreement are changed (such as Document format, digitisation type and Files by entity).

6.3. Tariff revisions

- (a) The tariffs are linked to the consumer price index (2004 base = 100), which is published on a monthly basis on the website of the Federal Public Service Economy.
- (b) The prices will be adjusted automatically on the first of January of each calendar year, in accordance with the following formula:

$P_n = P_o \times (I_n / I_o)$, where:

- P_n = the price for the new year
 - P_o = the first time the initial price stated in the Agreement, and the following years the price of the year just ended
 - I_o = for the first indexation the index of the month preceding the month in which the Agreement enters into force and, for the following indexations, the index used for the preceding indexation
 - I_n = index (2004 base = 100) of the December preceding the indexation.
- (c) If the chosen index ceases to be published, the Parties will choose an index with the same characteristics as this index. In the event of disagreement, any Party will submit a request to the presiding judge of the commercial court of Brussels, for the purposes of appointing an expert whose remit will be to select a replacement index. The Parties accept the decision of the expert from this time on.

7. Invoicing

7.1. General

- (a) bpost sends the invoices to the Customer at the address stated in the Agreement.
- (b) bpost invoices the Customer in the following way:

- (i) An invoice relating to the applicable fixed fees is sent to the Customer when the Contract enters into force. In the event that the Contract is renewed, the invoice relating to the applicable fixed charges will be sent within one month of this renewal.
 - (ii) The invoices relating to the variable charges are sent to the Customer on a monthly basis.
- (c) The invoices are due in full in one payment within thirty (30) calendar days of the invoice date to the account of bpost stated on the invoices.

7.2. Disputes concerning invoices

- (a) If the Customer disputes an invoice in part or in whole, the Customer must contest the invoice within ten (10) Business Days of the date of this invoice. At the end of this term of ten (10) Business Days, the Customer is deemed to have accepted the invoice.
- (b) The objection must be addressed to bpost by registered mail, to bpost – Accounts Receivable – Department Invoicing – Centre Monnaie – 1000 Brussels.

7.3. Non-payment of invoices

Except when the invoice is disputed in good faith, a late interest of 7% will be payable by operation of law and without prior notice on every sum that has not been paid by the due date, commencing on the due date and continuing until the date of full payment. bpost reserves the right to also demand, without prior notice, compensation of 15% to the total invoice amount, with a minimum of 65 EUR. The failure to state the interest rate or the fixed compensation in any notice of default does not mean in any way that bpost renounces the right to demand interest and/or fixed compensation at a later date.

7.4. Information

For information concerning an invoice or the Customer's account situation, the Customer is invited to contact our department Accounts Receivable. Tel: 02 276 23 59 / Fax: 02 276 29 24 / Email: AR_INVOICING@bpost.be.

8. Date of entry into force, term and end of the Contract

- (a) The date of entry into force of the Contract is set down in the Agreement.
- (b) The Agreement also sets down the duration of the Contract.
- (c) Besides the possibilities of termination set down in the Agreement, and without prejudice to their other rights, each of the Parties has the right to terminate the Contract by operation of law (that is without further legal authority) with immediate effect, by registered mail with proof of receipt, if:
 - (i) The other Party is guilty of an intentional infringement of the Contract, fraud or any behaviour that is contrary to the law on commercial practices; and/or
 - (ii) The other Party ceases or threatens to cease its activities; and/or
 - (iii) A liquidator or administrator is appointed to administer the property or assets of the other Party; and/or
 - (iv) The other Party is declared bankrupt, is clearly insolvent or suspends payments; and/or
 - (v) The other Party is liquidated (with the exception of a liquidation as part of a reorganisation that occurs in such a way that the solvent company established as a consequence continues to be bound by the obligations imposed by the other Party under the Contract);
 - (vi) A situation of Force Majeure lasts for more than thirty (30) days.

- (d) The Parties may unilaterally cancel the Contract at any time by registered mail with proof of receipt with immediate effect, without prior notice and without payment of any compensation, if new legal or regulatory stipulations are introduced that obstruct the continuation of the performance of the Contract.
- (e) The Customer undertakes no longer to send Documents no later than thirty (30) Business days prior to the end of the Contract. Any Documents that are sent to bpost after this time will not be handled.

9. Liability

9.1. General

- (a) bpost's liability is limited to cases of gross negligence or fraud by bpost.
- (b) bpost cannot be held liable, for whatever reason, for mistakes, omissions or delays in the performance of the Service that are due to negligence, error, omission or delay attributable to the Customer.
- (c) bpost's financial liability, for whatever reason, is limited to compensation of direct losses ensuing from gross negligence or fraud by bpost and cannot exceed 50% of the sum invoiced to and paid by the Customer in the course of the preceding twelve months or, if this is zero, in the course of the preceding period.

9.2. Negligence, omissions or delays in the performance of the Service

- (a) In the event of negligence, omissions or delays in the performance of the Service, the Customer is obliged to notify bpost by registered mail with proof of receipt within eight (8) days of the date on which the Customer becomes aware of the negligence, omissions or delays, stating, upon pain of inadmissibility, the alleged negligence, omissions or delays.
- (b) If bpost sees that it is impossible to rectify the negligence, omissions or delays due to a situation of Force Majeure or if bpost judges that the negligence, omission or delay cannot be attributed to it, bpost notifies the Customer no later than eight (8) days after receiving the Customer's notification.
- (c) In the event of negligence or omission in the performance of the Service that is not the result of a situation of Force Majeure and that is attributable to bpost, bpost will compensate the loss sustained by the Customer in kind, that is to say by rectifying the established negligence or omission. bpost may be obliged to pay damages, within the limits of article 9.1 of these General Terms and Conditions, only if it is impossible to compensate the negligence or omission in kind.
- (d) In the event of a delay in the performance of the Service not resulting from a situation of Force Majeure and not attributable to a third party, bpost will compensate the Customer at the rate of 10% of the price of the monthly performance in the course of which the delay has been established, as invoiced by bpost, to the exclusion of any other compensation, for whatever reason.

9.3. Force Majeure

- (a) The liability of either Party is totally ruled out in the event of non-performance of one or more of its obligations under the Contract resulting from a situation of Force Majeure.
- (b) In the event of Force Majeure, the Parties may suspend the fulfilment of their obligation(s) by operation of law. The terms within which these obligation(s) must be fulfilled will in that case be extended by a term equal to that of the event on which the situation of Force Majeure is based.
- (c) If the situation of Force Majeure lasts for more than thirty (30) days, each Party is permitted to cancel the Contract in accordance with article 8 (c) (vi) of these General Terms and Conditions.

10. Declarations of the Customer

- (a) The Customer declares that it is a duly established legal entity that exists for an unlimited term and is duly registered with all relevant public authorities.
- (b) The Customer has the requisite competences, has made all notifications and has received all the internal and external agreements and authorisations necessary to conclude the Contract and to perform, in accordance with the provisions of the Contract, the undertakings that it has entered into under the Contract.
- (c) The conclusion of the Contract does not constitute an infringement of the Customer's articles of association, any judgement, ruling, order or administrative decision applicable to it or any agreement, legal stipulation or other obligation it is bound by.
- (d) The Customer has duly concluded the Contract and the obligations of the Customer under the Contract are lawful, valid and enforceable with regard to the Customer.

11. Notifications

- (a) Unless stipulated otherwise, the notifications under the Contract must be made by registered mail with proof of receipt, to the person and the address stated in the Agreement. The notification is deemed to have been drawn up on the day of its delivery.
- (b) In an emergency, contrary to article 12 (a), the notifications within the framework of the Contract can be sent by fax or email to the fax number or email address set down in the Agreement, followed by a confirmation by registered mail with proof of receipt to the person and the address set down in the Agreement. The notification is in that case deemed to be drawn up on the day of receipt of the fax or email.
- (c) The Parties may communicate changes to the contact details set out in the Agreement in accordance with article 12 (a) and (b).

12. Other contractual stipulations

12.1 Amendment of Contract

- (a) Unless stipulated otherwise, this Contract may be amended only by means of a written agreement between the Parties.
- (b) However, in the event of amendment of the applicable legislation or in the event of a ruling, a judgement or another constraining intervention of a relevant authority, bpost may amend the Contract on the basis of this amendment. bpost is obliged to notify the

Customer in writing of the abovementioned amendments no later than one month prior to these amendments taking effect. If the Customer does not accept these amendments, the Customer may cancel the Contract unilaterally in writing without compensation being due within one (1) month of being notified by bpost of these amendments. In that event, the Contract shall end on the last day of the month following the month in which the Customer notified bpost of its non-acceptance of these amendments. At that point, the settlement and invoicing shall occur *pro rata temporis*.

12.2 Subcontracting

The Parties agree that bpost is authorised to substitute itself within the framework of the performance of the Service. However, bpost is entirely liable for the performance of the tasks entrusted to persons that it has substituted.

12.3 Transferability

None of the Parties has the right to transfer the Contract without prior written permission from the other Party, on the understanding that bpost may always transfer the Contract to a company affiliated to bpost.

12.4 Confidential information

The Parties agree that all information received by one Party from the other Party under the Contract shall be handled as confidential information and shall retain this confidential character even after the end of the Contract.

12.5 Independence of Parties

The Contract can never be interpreted as establishing a partnership, a joint-venture company or any other association between Parties. No Party can be considered to be the agent or employee of the other Party.

12.6 Waiving of rights

The failure of any Party to insist upon its rights under the Contract in a timely way or to respond to a failure of the other Party can never be considered to entail a permanent renunciation by this Party to insist upon this right or respond to this failure at a later date. Likewise, the partial exercise of a right by a Party does not prevent the Party from exercising this right more fully at a later date or exercising another right.

12.7 Whole agreement

The Contract comprises all agreements between the Parties with respect to the subject of the Contract and replaces all other earlier verbal or written agreements, arrangements, requests, offers or declarations between Parties with respect to the subject of the Contract.

12.8 Severability

The nullity or unenforceability of part of the Contract for whatever reason shall not affect the validity and enforceability of the remaining stipulations of the Contract. In this case, Parties will see to it that the clauses in question are replaced by a new stipulation for the purposes of maintaining the intended economic balance.

12.9 Applicable law and settlement of disputes

- (a) The Contract is governed by and shall be interpreted in accordance with Belgian law.
- (b) The courts of the legal district of Brussels will have the final ruling on any dispute concerning the validity, interpretation or performance of the Contract.

13. Data Processing Agreement

1. Within this Agreement, "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Processing" (and "Process") shall have the same meaning as in the Applicable Data Protection Legislation (being the Privacy Directive 95/46/EC until it is repealed, the General Data Protection Regulation 2016/679 ("GDPR") as of 25 May 2018 and Belgian legislation implementing or completing these pieces of regulation).
2. To the extent bpost Processes Personal Data in the context of the performance of the Agreement, it shall act as a Processor on behalf of the Customer, who acts as the Controller. The Personal Data for which the Customer is the Controller are hereafter referred to as "Customer Data".
3. The Customer warrants that (i) the Customer Data are lawfully obtained from Data Subjects under Applicable Data Protection Legislation and are lawfully provided to bpost; (ii) it provides bpost with Customer Data that are up-to-date, relevant and proportionate for the purposes described in this Agreement; (iii) it has provided the Data Subjects with all necessary information with regard to the Processing of their Customer Data as required under the Applicable Data Protection Legislation; and (iv) the Processing does not infringe any third-party rights.
4. The Customer hereby (generally) consents with the subprocessing of Customer Data by bpost to subprocessors for the performance of the Agreement. If bpost subcontracts (part of) the Processing of Customer Data on behalf of the Customer, it shall impose the same or essentially the same data protection related obligations on the sub-Processor as those which are imposed on bpost under this Agreement. Where the subprocessor fails to fulfil its data protection related obligations under such written agreement, bpost shall remain fully liable towards the Customer, without prejudice to article 8 of this Agreement.
5. bpost shall use reasonable efforts:
 - a) to process the Customer Data only on documented instructions from the Customer, unless bpost is required to Process the Customer Data by Union or by Member State law to which bpost is subject. In such case, bpost shall inform the Customer of that legal requirement before Processing the data, unless that law prohibits the provision of such information based on public interest. The Agreement including Annex 1 are Customer's complete and final instructions to bpost with regard to the Processing, except to the extent agreed otherwise by the Parties in separate written instructions. If bpost is of the opinion that an instruction and/ or audit of Controller infringes applicable law, it shall point this out to Controller without undue delay.
 - b) to ensure that employees authorized to Process Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - c) to implement appropriate technical, physical and organisational security measures taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, to ensure a level of security appropriate to the risk and to protect Customer Data against

accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Customer Data as set forth in Annex 2.

- d) subject to the condition that Customer has requested bpost assistance by way of written instructions and Customer reimburses bpost for the costs arising from this assistance and taking into account the nature of the Processing and the information at bpost's disposal, (i) to assist Customer in the fulfilment of its obligation to respond to requests from Data Subjects and (ii) to assist Customer in ensuring compliance with the Customer's obligations regarding security of the Processing, notification of Personal Data Breaches and data protection impact assessments (articles 32-36 GDPR).
 - e) inform Customer if: (i) it receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing, except where bpost is otherwise prohibited by law from making such disclosure; (ii) it intends to disclose Customer Data to any competent public authority; or (iii) it becomes aware of a Personal Data Breach.
 - f) to cease the Processing of Customer Data as soon as possible upon the termination or expiry of this Agreement, and to, at Controller's option, either return, or securely wipe or anonymize the Personal Data from its systems, including all existing copies.
 - g) subject to the condition that Customer has requested bpost assistance by way of written instructions and Customer reimburses bpost for the costs arising from this assistance, to make available to the Customer all information necessary to demonstrate compliance with the obligations under this Agreement.
- 6) bpost shall monitor its own compliance with the obligations of the Agreement.
- 7) bpost will transfer (or provide access) to Customer Data to subprocessors (bpost affiliates or third parties), for example in the context of IT support operations, located in a non EEA country which is not regarded as providing an adequate level of protection for personal data (e.g. in the United States, India and Malaysia). bpost will however ensure these subprocessors adequately protect Customer Data through the execution of EC standard contractual clauses. Customer hereby grants bpost a mandate to approve, sign and execute the "controller to processor" EC standard contractual clauses in the name and on behalf of the Customer with these subprocessors in the context of this Agreement. The appendices of the "controller to processor" EC standard contractual clauses will include the same or essentially the same information as the information provided in Annex 1 (Description of the Processing) and Annex 2 (Technical and Organisational Measures) of this Agreement. More information on data transfers and locations can be found on our website: www.bpost.be/site/en/privacy/datatransfer.
- 8) Customer shall at all times during and after the term of this Agreement indemnify and hold bpost harmless against all claims, actions, proceedings or losses initiated or caused by a competent public authority, a Data Subject and/or a Third Party against bpost in relation to any infringement or alleged infringement resulting out of the Processing made under this Agreement or any breach by Customer or its employees of its data protection obligations under this Agreement.

To the extent permitted by applicable law, bpost shall only be liable vis-à-vis the Customer for material damage that is directly caused by a material or intentional fault of bpost or its employees. When bpost is held liable for any reason whatsoever, the liability of bpost shall in any case be limited to the yearly amount invoiced to the Customer per contract year, to the extent permitted by law. To the extent permitted by law, bpost shall not be liable for immaterial or indirect damages, including, but without being limited thereto, economic damages, loss of profits and damages to the reputation or image of the Customer.



Annexes

Annex 1 – DESCRIPTION OF THE PROCESSING

Subject-matter and duration of the Processing:

The subject-matter of the Processing of Personal Data is the provision of the services covered by the contract and/or the General Terms and Conditions. The Personal Data is processed during the duration of the Agreement and will be deleted or anonymized 6 months after delivery of the service (except in case of specific legal obligation).

Nature and purpose of the Processing:

Personal Data provided will be used by bpost for providing the services covered by the contract and/or the General Terms and Conditions.

Type of Personal Data:

The Personal Data being processed are the following categories of Personal Data: first name, last name, email address, phone number, addresses, and other relevant information to the Customer's business needs (ex: customer number).

Categories of Data Subjects:

The Personal Data being processed concern the following categories of Data Subjects: Customer's employees and end-customers of the Customer.



Annex 2 – TECHNICAL AND ORGANISATIONAL MEASURES

General Requirements & Obligations

Both bpost and the Customer shall undertake to inform each other without delay in the event ascertained or suspected infringements of Data Protection laws and or any breach of this annex. In all such cases both parties will provide support in solving these.

bpost shall at all times maintain an adequately controlled security environment.

Security Requirements

Organization and Information Security

bpost shall allocate resources that have the required expertise to guarantee the security of the Customer data processed as part of this Agreement.

Human Resource Security

bpost shall ensure that its personnel shall at all times be informed and comply with ICT security requirements.

Access Control

bpost will apply the 'least-privileged' and 'need-to-know' concepts and ensure segregation of duties. Bpost will ensure that proper procedures are in place to register new users/ additional access rights and to de-register users.

Physical and Environmental Security

- a) bpost will ensure the availability of physical security entry (access) controls to prevent any unauthorised person from accessing, damaging or interfering assets supporting the services provided under by this Agreement.
- b) bpost will ensure the proper protection of all assets supporting the services provided under this Agreement in terms of environmental controls to prevent loss, damage, theft or compromise.

Communications & Operations Security

- a) bpost will ensure proper and timely capabilities to maintain the appropriate security level for the Customer data processed under this Agreement.
- b) bpost will ensure that the ICT infrastructure supporting the services provided under this Agreement will be hardened and resistant to attacks.
- c) bpost shall maintain controls to detect and protect Customer data against malicious software and ensure that appropriate user awareness procedures are implemented.
- d) bpost will implement reasonable and appropriate security measures to protect Customer data against the introduction of any unauthorised or malicious software.

Information Security Incident Management

bpost will report any security related incident to the Customer including the protective measures taken to mitigate the impact of the incident and the preventive measures proposed to prevent incidents in the future.
