

## General Terms and Conditions of the My Preferences Service

Applicable starting from 04 May 2020

### **Article 1: Definitions**

**"Application"** means the online bpost application the Addressee can use to make known his or her delivery preferences.

**"Addressee"** means any natural person or legal entity that uses the Application to make use of the Services;

**"General Terms and Conditions"** means these general terms and conditions with regard to the My Preferences Service;

**"Registration"** means any registration of Services through the Application by the Addressee in accordance with the provisions of Article 5 of these General Terms and Conditions.

**"Safe Place"** means a place chosen by the Addressee and located at the original address stated on the Parcel.

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

**"Illustration"** means any element that is provided online by the Addressee through the Application with the intention of clarifying the delivery preferences, such as photos, images, drawings, characters, signs, texts or other illustrations, which may be created on a Computer, Smartphone or Tablet.

**"My Preferences' Service"** or **"Service"** means the Service provided by bpost enabling the Addressee, using the Application on a Computer, Smartphone or Tablet, to make known his or her Delivery preferences that will be complied with (1) if the Addressee of the Parcel is not at home or (2) where bpost offers this service: if the Addressee requests delivery directly from a Pick-up point. If the Addressee requests a delivery directly to a Pick-up point, he or she gives bpost permission to deliver the Parcel directly to the Pick-up point of his or her choice, without bpost having first to try to make a delivery to the Addressee's address.

**"Smartphone, Computer or Tablet"** means the mobile device whose configuration and

operating system support the Application and that is connected to the internet by any connection method whatsoever (WiFi, 3G, ...).

**"Parcel"** means any envelope, packet, bag or other mail item that fulfils the conditions for being transported as a Parcel, as stated in the General Terms and Conditions for Parcels, with the sender and entrusted by the sender to bpost for Transport;

**"other Location"** means (1) with a Neighbour, (2) at a safe place, in both cases if the Addressee is not home or (3) a Pick-up point if the Addressee is not home or if the Addressee has given instructions to deliver directly to a Pick-up point.

**"Pick-up point"** means (1) a Post office, or (2) a PostPoint, or (3) a Parcel Point or (4) a Parcel locker.

**"Parcel locker"**: means a Parcel locker in which the sender can deposit Parcels that will be processed by bpost, and where the Addressee can pick up Parcels, in application of the My Preferences Service

### **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 My Preferences 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 Addressee as well as to any use of the Service or the Application by the Addressee.

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

2.3 The other services performed by bpost are governed by other general terms and conditions that the Addressee can read at [www.bpost.be](http://www.bpost.be). In the event of inconsistency between those general terms and conditions and these General Terms and Conditions, the latter have priority.

2.4 When confirming Preferences in the manner set out in Article 5, the Addressee 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 Addressee's Computer, Smartphone or Tablet by clicking or tapping the box alongside the words "I accept the general terms and conditions and have been informed about the use and protection of my Personal Data as stated in article 13 of these General Terms and Conditions. I accordingly understand that bpost is also permitted to use the data I share through the Application to inform me of similar services and campaigns of bpost (including through social media). I can unsubscribe by email at any time

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 Addressee 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 Addressee 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 My Preferences Service and Limitations**

3.1 The My Preferences Service consists of the possibility for the Addressee to enter and clarify by means of an illustration, as soon as the online Application is opened on his/her Laptop, Smartphone or Tablet his or her delivery preferences, which are used by bpost to deliver the Parcel if the Addressee requests delivery to another Location if he or she is not home.

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

3.3 The Application and the My Preferences Service and the relationship with the Addressee are available in three languages, Dutch, French and English, as the Addressee chooses.

3.4 The Application uses the email addresses used by the Sender to announce parcels to bpost and matches them with the email addresses that are activated in the My

Preferences Service. If the Addressee has entered his or her preferences, whenever the Addressee is absent any Parcels with an email address stated in the preferences will be delivered in accordance with the entered preferences. After completing the profile registration, bpost will notify the Addressee by letter at the address stated in the My Preferences Service that Parcels that can be matched on the basis of his or her Personal Data (including name and address) will be delivered in accordance with his or her preferences. As a result, bpost can maximize the number of Parcels it delivers on the basis of the registered delivery preferences. The Addressee is entitled to decide not to allow this by filing a complaint by filling out a webform within <10> days of receiving this letter.

[www.bpost.be/mypreferencesfraude](http://www.bpost.be/mypreferencesfraude).

### **Article 4: Using the Application**

4.1 The Service is accessible through internet. To use the Service the Addressee must have an internet connection, the costs of which are payable by the Addressee and for which the Addressee is exclusively responsible. The Addressee must also ensure that the Computer, 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 Addressee must also have a valid email address.

4.2 The Addressee is fully liable for the use of the Application and the Service. In particular, the Addressee acknowledges that he or she can be held liable in the event of identity fraud. The Addressee undertakes to use the My Preferences Service in accordance with these General Terms and Conditions and any applicable law or regulation. The Addressee'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 Addressee is responsible for the use of his or her personal details in the Application on the Computer, Smartphone or Tablet. To limit

any risk of abuse by theft or use by third parties, the Addressee is requested to protect access to the Computer, Smartphone or Tablet with all possible means (including use of an access code).

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

4.5 If the Addressee designates a Safe and Secure Place, the Addressee is solely responsible for the selection. The Addressee is asked to designate an accessible and dry Safe and Secure Place that is not visible for the public from the street. If the Addressee describes this Safe and Secure Place, he or she must only provide relevant information about this Safe and Secure Place. The Addressee may also upload two illustrations via the Application. The stipulations of Article 10 apply in full in this regard. The Addressee is responsible for designating the Safe and Secure Place. bpost is accordingly not liable for damage to or loss of these Parcels. If the designated Safe and Secure Place does not meet the criteria as set down in the definition in Article 1 or if the Parcel cannot be delivered to the Safe and Secure Place, bpost may unilaterally decide to deliver the Parcel to a Pick-up Point chosen by bpost if the Addressee is not home. bpost is entitled to regularly check the uploaded photos and descriptions and bpost can remove a description or photo without prior notification or permission of the Addressee if it contains illicit language.

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

#### **Article 5: Registration of My Preferences**

5.1 Any registration of a preference shall take place via the internet, in the Application in accordance with the procedure and in the order set out below. To this end, the Addressee must launch the Application and ascertain that there is a connection to the internet.

5.2 The registration of the delivery preferences shall take place as per the following methods and steps:

A. If the Addressee creates an account beforehand to share his or her Delivery preferences

(i) *Registration of the preferences Neighbour, Safe and Secure Place or Pick-up Point (as first choice or otherwise)*

(ii) *Registration of the desired Pick-up Point if the Parcel cannot be delivered to the Addressee's address, to the Neighbour of to a Safe and Secure Place.*

(iii) *Registration of the personal data and email address*

(iv) *Verification of the email address by means of an activation link*

(v) *Activation of the account by entering a password.*

(vi) *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.*

If the Addressee enters his or her Delivery preferences at the time when a Parcel is on the way to the address stated on the Parcel

(i) *Registration of the preferences for Neighbour, Safe Place or delivery to a Pick-up point*

(ii) *Registration of the preferred Pick-up point if the parcel cannot be delivered to the Addressee, to the Neighbour of to the Safe Place.*

(iii) *Registration of the personal data and email address*

(iv) *At a later stage: creation of an account to enable the application of the preferences to other Parcels*

#### **Article 6: Prices and costs for the use of the Services**

6.1 The use of the Application on internet is free of charge.

6.2 The Service and the Application are accessible through internet, just as the

Addressee must be connected to internet, in whatever way (Wi-Fi, 3G or so on) to transmit a Registration. The costs of the internet connection are exclusively payable by the Addressee. The Addressee'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: Performance of the My Preferences Service**

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

7.2 If the performance of the 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. In the event of absence, bpost can deliver the Parcel to a Pick Up Point chosen by bpost and for Parcels delivered by subcontractor Dynalogic also to a neighbor. The addressee will be informed of this in writing.

7.3 bpost reserves the right to refuse to perform the Service if it cannot be performed operationally. In that case, the Parcel will be delivered in accordance with the standard arrangements at the address stated on the Parcel or by means of the regular procedure if the Addressee is absent.

#### **Article 8: Absence of the right of revocation**

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.

#### **Article 9: Rights, obligations and responsibilities of the Addressee**

9.1 The Addressee is fully liable in a civil and criminal sense for the Illustrations and other content sent to bpost under the Service through the Application. The Addressee 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, texts or files that are improper,

illegal or harmful, that offend common decency or disturb public order or that breach or could breach the rights of third parties or of bpost.

9.2 Specifically, the Addressee must not save, download or send photographs, Illustrations and/or messages that:

(i) could constitute incitement to commit criminal offences, incitement to discrimination, hate or violence for reasons of race, population group, nationality, glorification of Nazism, denial of crimes against humanity, attack on the authority of justice, information concerning current legal proceedings or a personal tax situation, circulation beyond the permitted conditions of opinion polls and voting simulations concerning an election or a referendum, slander and defamation, breach of privacy or actions that put minors in danger, as well as any file intended to show forbidden objects and/or works, without this list being exhaustive; (ii) could be contrary to the applicable law prohibiting the spreading of obscene pornographic images or images that seriously harm human dignity.

9.3 The Addressee declares that the Illustrations 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 Addressee 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 Addressee undertakes to ensure that every depicted person has given permission for the use and circulation of his or her image.

9.4 The Addressee 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 Addressee.

9.5 The Service is provided exclusively to private individuals for strictly private use. The Addressee cannot demand any invoice. The Addressee 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.

## **Article 10: Rights, obligations and responsibilities of bpost**

10.1 bpost reserves the right to refuse to provide the Service based on illustrations and descriptions that do not meet the criteria set down in Article 4.5, as it sees fit and without this refusal constituting a breach of contract without prior agreement

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

10.3 bpost can only be held liable for gross negligence or intention with regard to the Service. In addition, bpost cannot be held responsible for the indirect damage suffered by the Addressee 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 Addressee by a third party.

10.4 bpost can never be held liable for data transmission reliability, access times, any access restrictions on internet or the networks to which it is connected. bpost is not responsible for interruptions to the networks providing access to the Application, the total or partial unavailability of the Application caused by a telecom operator, in the event of a transmission error or problems with the security of the items in the event of defective receiving equipment.

10.5 bpost is permitted to outsource all or some of the Services to the bpost Group or a third party at any time, without prior approval from the Addressee. However, in the event of outsourcing, bpost always remains responsible for the proper provision of the Services to the Addressee.

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

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

## **Article 11: Complaints**

11.1 To avoid late complaints and especially to ensure that bpost is able to gather all the evidence, the Addressee must notify bpost of any complaint about the Service to bpost within 30 days of the event for which bpost can be held liable. This notification must contain precise details of the observed errors, failures or delays and, if the complaint relates to a specific performance of the Service, the date and Parcel number. bpost undertakes to give due consideration to the Addressee's complaint as soon as it is received by telephone call, franked letter to bpost, Customer Service or by means of an online form. All contact options are published at [www.bpost.be](http://www.bpost.be).

11.2 Complaints regarding damaged or lost goods cannot be submitted by the Addressee to bpost, but rather must be made to the sender. The General Terms and Conditions for Parcels or the General Terms and Conditions governing the provision of services by bpost apply here. In the event of delivery to a Safe Place, no complaints can be accepted regarding damage to or loss of any Parcel. In the event of delivery to a parcel locker, bpost cannot under any circumstances be held liable for visible damage.

11.3 In the event of a complaint that cannot be settled on the basis of this article, the Addressee may file a complaint with the Ombudsperson for the Postal Industry, Koning Albert II-laan 8 bus 4, 1000 Brussels ([www.omps.be](http://www.omps.be)).

## **Article 12: Intellectual property**

The Application and all its component parts – illustrations, including the underlying technology and the content made available to the Addressee – 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.



**Article 13:** Registration and processing of personal data (“personal data”).

13.1 The Personal Data you share with us (address, last name, first name) or you have shared with us (email address) will be processed by bpost SA under public law (Centre Monnaie, 1000 Brussels, hereinafter referred to as “bpost”), the Controller, to handle your Parcel and provide the “My Preferences” Service. bpost may also link the data received from the sender to the data you have registered with the “My Preferences” Service so that your preferences can be complied with. Your Personal Data may be transferred to other companies of the bpost group so that you can be contacted by post to confirm your address and so prevent fraud. Your Personal Data can also be transferred to subcontractors or other companies of the bpost group so that delivery can be fulfilled according to the Service.

bpost may also use your Personal Data, as part of its legitimate interest, to contact you in connection with market studies or satisfaction surveys with the aim of improving its services.

13.2 Your Personal Data will be available to IT providers of bpost and operators of advertising platforms (such as Google, Facebook, Twitter and LinkedIn). If these third parties are located (i) outside the European Economic Area, the measures described in the model contractual clauses of the European Commission have already been imposed on them, (i) in the United States, they declare that they fulfil the obligations and fundamental guarantees provided for by the Privacy Shield.

13.3 Unless you oppose it, bpost reserves the right to use your Personal Data to continue to inform you about similar services provided by bpost on the basis of its legitimate interests (or on the basis of the “soft opt-in” exception) to promote its services, through different channels, such as post, email, phone or through advertising platforms (such as Google, Facebook, Twitter and LinkedIn) if you have an account linked to your email address (after verification by the operators of these platforms).

13.4 The Personal Data that you share will be

held for a period of 36 months after your most recent activity in My Preferences, after which the data will be erased. In this case, activity means any connection to your My Preferences profile, any link between your Personal Data (last name, first name, postal address, email address) and a parcel addressed to you and any delivery of a parcel in accordance with your specified preferences.

13.5 If you wish to oppose the processing of your Personal Data for the purposes of bpost informing you about similar services, receiving market studies or satisfaction surveys, you may send a signed and dated written request at any time, along with proof of your identity, to bpost, Data Protection Office, Centre Monnaie (14B), 1000 Brussels, or online using the form at <http://www.bpost.be/site/fr/privacy>. If you wish, you may redact your card number, your national register number and your photo and state that it is a copy made for bpost on such a date.

13.6 In certain circumstances, you also have the right to request access to your Personal Data, to ask for it to be corrected where necessary, to ask for it to be erased or to ask for its processing to be limited, as described in article 13.5.

13.7 Lastly, if you do not receive a response to one of these requests, you also have the right to file a complaint with the authorised data protection authority in Belgium at <https://www.autoriteprotectiondonnees.be/>

#### **Article 14: Applicable law and competent authority**

These General Terms and Conditions as well as the Services performed in accordance with the information available in the Application are subject to and interpreted in accordance with Belgian law. Without prejudice to Article 74, 15° of the law of 10 April 2010 concerning market practices and consumer protection, the courts of the legal district of Brussels are exclusively competent to give a decision in any dispute concerning these General Terms and Conditions and the Services provided under these General Terms and Conditions.

#### **Article 15: Miscellany**

15.1 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.

15.2 If any of the clauses of these General Terms and Conditions is found to be null and void and/or unenforceable against the Addressee by virtue of a legal stipulation of public order or mandatory law, this clause will be regarded as not having been written. However, the other clauses of these General Terms and Conditions shall continue to apply.

15.3 Notwithstanding all proofs, written or stored on another permanent medium to which the Addressee 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 can be accessed by the courts and provide proof of the details and facts they contain and (ii) the connection data for the actions performed with the identification details of the Addressee can be accessed by the courts and provide proof of the details and facts they contain. Proof to the contrary may be supplied.

15.4 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.

