



General Terms and Conditions of the bpost My bpost application

The following general terms and conditions come into force on 26/11/2018

1. Definitions

"Application" means the proprietary software of bpost and the online application of bpost that enable users to follow the various steps in the delivery of their parcels and enable Addressees to register their delivery preferences for parcels delivered by bpost.

"User" means any natural person or corporate entity who downloads and/or uses the Application in order to use the Tracking and/or My Preferences Services.

"Tracking User" means any natural person or corporate entity who uses the Tracking Service.

"Addressee" means any natural person or corporate entity to whom a parcel is addressed.

"My Preferences User" means any natural person or corporate entity who uses the My Preferences Service.

"General Terms and Conditions" means these general terms and conditions of the "Tracking Service" and the "My Preferences Service".

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 Personal Data Regulation 679/2016 ("GDPR"), hereinafter referred to as the "Privacy Regulation").

"Services" means the Tracking Service and the My Preferences Service.

"Tracking Service" means the service provided by bpost to enable Tracking Users to follow the various steps in the delivery of their parcels by means of the Application on their Smartphone or Tablet and to give these Tracking Users updates on these parcels.

"My Preferences Service" means the service provided for the parcels delivered by bpost (or its Processors) with which Addressees are able to register through their Computer, Smartphone or Tablet the delivery preferences that will apply (1) when the Addressee is not at the registered address or (2) if bpost offers this service, when the Addressee requests delivery directly to a Pick-up Point. If the Addressee requests delivery directly to a Pick-up Point, the Addressee permits bpost to deliver the parcel directly to the Pick-up Point registered in the Addressee's preferences without making an attempt to deliver the parcel to the registered address of the Addressee.

"Smartphone, Computer or Tablet" means the mobile device with a configuration and operating system that supports the Application and that is connected to Internet, regardless of the connection method (WiFi, 3G or other).

"Registration" means any registration under the My Preferences Service by means of the Application by the Addressee in accordance with the stipulations of article 6 of these General Terms and Conditions of the My Preferences Service.

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



“**Neighbour**” means a neighbour chosen by the Addressee, defined as a person working or living in the same building or within 50 metres of the initial address stated on the Parcel.

“**Illustration**” means any content provided by the Addressee by means of the Application, such as photos, images, drawings, texts, characters or other illustrations, possibly created using the Addressee’s Computer, Smartphone or Tablet, in order to clarify the Addressee’s delivery preferences under the My Preferences Service.

“**Parcel**” means any envelope, parcel, bag or other mail item that meets the conditions for transport as a Parcel, as set out in the General Terms and Conditions for Parcels with the sender and as entrusted to bpost by the sender for transport.

“**Alternative Place**” means (1) the dwelling of a Neighbour or (2) a Safe Place, in both cases when the Addressee is not at his or her registered address, or (3) a Pick-up Point, if the Addressee is not at his or her registered address or the Addressee has given the order to deliver directly to a Pick-up Point.

“**Pick-up Point**” means (1) a post office or (2) a post point or (3) a Kariboo point or (4) a Cubee automated parcel locker.

“**Cubee Parcel Locker**” means a Cubee automated locker in which the sender is able to place Parcels, which will then be handled by bpost and from which the Addressee is able to take Parcels under the My Preferences Service.

2. Scope, purpose and amendments to the General Terms and Conditions

2.1 These General Terms and Conditions apply to the use of the Application and Services offered by bpost, limited company under public law, with registered office at Centre Monnaie, 1000 Brussels (“bpost”), listed under VAT number BE 0214.596.464, Brussels companies register. They apply to any access and any consultation of the Services or the Application by the User, as well as to any use of the Services and the Application by the User.

2.2 Any General Terms and Conditions of the User never apply.

2.3 The other services provided by bpost are subject to other general terms and conditions that the User can find on the website at www.bpost.be. In the event of a contradiction, these General Terms and Conditions prevail over those other terms and conditions.

2.4 When confirming his or her registration in the Application, the User is invited to read these General Terms and Conditions (including the privacy policy in chapter 14) and to accept them in another window displayed on his or her Computer, Smartphone or Tablet. By checking the box next to the words “I accept the General Terms and Conditions, including the privacy policy, and I understand that bpost can also use the data (surname, first name, postal address and email address) that I share through the application to send me information about similar activities and services that correspond to my profile or my interests”, the Addressee unconditionally accepts these General Terms and Conditions. However, the User may object to the use of his or her personal data to send information about similar activities and services by checking the box next to the words “I do not accept this (last) use of my personal data”.



2.5 bpost reserves the right to amend these General Terms and Conditions. Any new version of the General Terms and Conditions or amendment to them comes into force at the time of its online publication in the Application. By continuing to use the Application or the services, the User will be deemed to have accepted this new version or the amendment. Any purchase or use of the Services by the User is subject to the General Terms and Conditions applicable on the Order date registered through the Application.

3. Description of the “My Preferences” Service and Restrictions

3.1 The “My Preferences” Service enables the User, when the Application is open on his or her Computer, Smartphone or Tablet, to share and clarify his or her preferences regarding delivery to another Place by means of an Illustration. These preferences are then used by bpost to deliver the Parcel if the Addressee has requested delivery to another Place when he or she is not present at his or her registered address.

3.2 The “My Preferences” Service is made available to the Addressee for his or her own needs and to manage his or her own Parcels.

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

3.4 The Application uses the email addresses to which Parcel announcements are sent to bpost by the sender and matches them with the email addresses used by the Users of the My Preferences Service. If the sender announces the Parcels to bpost without providing the Addressee’s email address, bpost makes an extra check based on the surname, family name and (exact) address insofar as this data has been validated by the Addressee by means of a unique code sent by post. By doing so, bpost is able to act in accordance with the delivery preferences as much as possible.

4. Description of the Tracking Service and Restrictions

4.1 The Tracking Service enables the Tracking User, after downloading the Application online on his or her Smartphone or Tablet by the process set out by bpost, to follow the delivery steps in the Application. The Tracking Service also provides for the provision of electronic update notifications for the tracked parcels.

4.2 The Parcel is entered in the Application, manually in the name of the Tracking User on the basis of the tracking numbers entered by the Tracking User, or automatically on the basis of the identifiers (email address, first names, surnames and postal addresses) provided by the Tracking User.

4.2 The Tracking Service is made available to the Tracking User for his or her own needs.



4.3 By entering a Parcel in the Application by means of his or her identifiers, the Tracking User gives bpost the right to collect and save the Parcel transport data so as 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)

4.4. The Tracking User gives an assurance that he or she has the right to collect this data from other transporters and authorises bpost to collect this data on its behalf. The Tracking User undertakes to reimburse bpost in full for all costs and compensation (including reasonable legal fees) charged to bpost as a consequence of complaints and/or claims of third parties, based on a loss due to noncompliance with the conditions in this article by the Tracking User.

5. Using the Application

5.1 The Service is accessible online. To be able to use the Services, the User must have an Internet connection payable by him or her and for which he or she is exclusively responsible. The User must also ensure that his or her Computer, Smartphone or Tablet and operating system support the Application in accordance with the operating requirements as set out by bpost and/or on the website where the Application is offered. To use the Services, the User must also have a valid email address.

5.2 The Application is available in three languages, French, English or English, as the Addressee chooses.

5.3 The User is wholly liable for the use of the Application and the Services. In particular, the User acknowledges that he or she may be held liable in the event of identity fraud. He or she undertakes to use the My Preferences Service and the Tracking Service in accordance with these General Terms and Conditions and all applicable laws and regulations. The User is reminded that identity fraud and theft are serious punishable offences under criminal law and that entering into an agreement in the name of or in favour of a third party by impersonating this party or this party's representative will lead to a criminal complaint being submitted to the Crown Prosecutor.



5.4 The User is responsible for the use of this personal data included in the Application on his or her Computer, Smartphone or Tablet. The User is asked to protect his or her Computer, Smartphone or Tablet by all possible means (including a user login) to minimise the risk of misuse based on theft or use by third parties.

5.5 If the Addressee designates a Neighbour under the "My Preferences" Service, it is the Addressee who must notify this Neighbour of this. If bpost attempts unsuccessfully to make a delivery to the selected Neighbour on several occasions, bpost will notify the Addressee and ask him or her to update his or her preferences or request the consent of the Neighbour. The selection of the Neighbour is the responsibility of the Addressee and bpost cannot be held liable for damage to or loss of the Parcel after it has been delivered to the Neighbour. If the selected Neighbour does not fulfil the conditions set out in article 1, on its own initiative bpost may decide to deliver the Parcel to a Pick-up Point in accordance with the regular procedure if the Addressee is absent from his or her registered address.

5.6 If the Addressee designates a Safe Place in connection with the "My Preferences" Service, the Addressee will be responsible for this choice and bpost cannot be held liable for damage to or loss of the Parcel after it has been delivered to this Safe Place. If the selected Safe Place does not fulfil the conditions set out in article 1, or if the Parcel cannot be delivered to this Safe Place, on its own initiative bpost may decide to deliver the Parcel to a Pick-up Point in accordance with the regular procedure if the Addressee is absent from his or her registered address. The Addressee is asked to choose a dry and accessible Safe Place that is hidden from the public highway. If the Addressee chooses to describe the Safe Place, he or she should only provide relevant information. The Addressee can also upload two illustrations in the Application, to which the stipulations in article 10 also apply. At regular intervals, bpost may remove the descriptions in the text field and uploaded photos, as well as immediately delete descriptions or photos that contain unauthorised language, without giving prior notice to or gaining the prior consent of the Addressee.

5.7. The Services are only available to consumers for strictly private use. The User cannot demand any invoice. The User expressly undertakes not to use the Services for commercial or business purposes without express prior permission from bpost. bpost cannot be held liable for any misuse of the Services.

6. Registration of My Preferences

6.1 The registration of preferences online by means of the Application must follow the procedure below in the correct sequence. To this end, the Addressee must open the Application and check that he or she has an Internet connection.

6.2 Delivery preferences are registered as follows in these steps:

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

(i) Registration of Neighbour, Safe Place or Pick-up Point delivery preferences

(ii) Registration of a preferred Pick-up Point if the parcel cannot be delivered to the registered address, the Neighbour or the Safe Place



- (iii) Registration of 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) Introduction of an additional identity validation by the Addressee (such as a unique code) to enable supplementary matching (described in article 3.4)
- B. If the Addressee shares his or her delivery preferences after the Parcel has left for delivery to the address stated on the Parcel
- (i) Registration of Neighbour, Safe Place or Pick-up Point delivery preferences
 - (ii) Registration of a preferred Pick-up Point if the Parcel cannot be delivered to the registered address, the Neighbour or the Safe Place
 - (iii) Registration of personal data and email address
 - (iv) At a later stage: creation of an account
 - (iv) At a later stage: Introduction of an additional identity validation by the Addressee (such as a unique code) to enable supplementary matching (described in article 3.4)

7. Price and charges for the use of the Services

7.1 The Application is free to use online.

7.2 The Services and the Application are accessible online, so you must be connected to the Internet for all registrations, whatever the connection type (such as WiFi or 3G). The charges for the Internet connection are exclusively borne by the User. The attention of the User is particularly drawn to the charges for the Internet connection on mobile networks, primarily when connecting from abroad.

8. Fulfilment of the “My Preferences” Service

8.1 The Parcel will be delivered by bpost once bpost has been notified of the Registration under the “My Preferences” Service through the Application and it has been linked to the Parcel.

8.2 bpost reserves the right to refuse to fulfil the Service if this is not operationally feasible. In that case, the Parcel will be delivered in the regular way to the address stated on the Parcel or in accordance with the regular procedure if the Addressee is absent from his or her registered address.

9. Absence of the right of cancellation

Under the code of economic law, the User cannot exercise a right of cancellation for the Services, principally due to the Service fulfilment terms accepted by the User.

10. Rights, obligations and liabilities of the Addressee regarding the Illustrations



10.1 The Addressee is wholly liable under both civil and criminal law for the Illustrations sent to bpost by means of the Application under the My Preferences Service. The Addressee is free to choose his or her Illustrations, the content and the texts that he or she sends to bpost, but is not authorised to register, upload or send data, images, photos, illustrations, texts or files that are illicit, illegal or harmful, contrary to good moral standards or public order, or (potentially) breaching the rights of third parties or bpost.

10.2 Specifically, the Addressee is not permitted to register, upload or send photos, Illustrations and/or messages that: (i) could constitute an incitement to commit crimes and offences; incite discrimination, hate or violence for reasons of belonging to a race, population group or nationality; constitute an apology for Nazism; dispute crimes against humanity; challenge the power of the legal system; contain information relating to ongoing proceedings or a personal tax situation; disseminate voting polls and simulations in relation to an election or a referendum beyond the authorised conditions; slander and defame; constitute a breach of privacy or actions that endanger minors, or upload or send any file the purpose of which is to show prohibited objects and/or work, without this list being restrictive; (ii) could be contrary to applicable laws prohibiting the dissemination of pornographic or obscene images or images that seriously undermine human dignity.

10.3 The Addressee confirms that the Illustrations used under the My Preferences Service are free of any rights, bearing in mind that he or she is not permitted to upload or send illustrations that are protected by copyright (including buildings and statues) or places where photography is prohibited (such as NATO or embassies).

10.4 The Addressee undertakes to reimburse bpost in full for all costs and compensation (including reasonable legal fees) charged to bpost as a consequence of complaints and/or claims of third parties, based on a breach of their intellectual property rights and/or a loss due to noncompliance with the above conditions by the Addressee.

11. Rights, obligations and liabilities of bpost

11.1 bpost reserves the right to decline the fulfilment of the My Preferences Service on the basis of Illustrations and texts that do not fulfil the conditions set out in articles 10 and 5.6, at its discretion and without this constituting non-fulfilment of a contract.

11.2 bpost may need to interrupt its Services to perform maintenance activities. Such interruptions do not entail any right to compensation.

11.3 bpost can only be held liable for the Services in the event of gross or deliberate negligence. Furthermore, bpost cannot be held liable for any indirect losses suffered by the User during delivery or when using the Services. Parties acknowledge that an indirect loss includes but is not limited to any non-material, commercial or financial loss, as well as any action brought against the User by a third party.

11.4 bpost can never be held liable for the reliability of the data transfer, the access time or any restrictions with regard to access to Internet or the networks to which it is connected. bpost is not liable for interruptions to network access to the Application, the



total or partial unavailability of the Application caused by the telecom operator, in the event of a shipping error or security problems affecting mail items or in the event of defective reception equipment.

11.5 bpost may outsource all or part of the Services to the bpost Group or a third party at any time without prior consent from the User. In the event of outsourcing, bpost continues to be liable at all times for the proper performance of the Services to the benefit of the User. However, bpost cannot be held liable for incorrect parcel-related information provided by a subcontractor.

11.6 bpost is permitted to end the provision of the Services and the use of the Application at any time and without prior written notice, without this secession having any impact on activities under the "My Preferences" Service previously received by bpost in the proper way, which will be performed in accordance with the stipulations of these General Terms and Conditions.

12. Complaints

12.1 To avoid late complaints and among other things ensure that bpost is able to collect all supporting documentation, the User must notify bpost of his or her complaint concerning the Service within 30 days of the event for which bpost can be held liable. This notification must precisely state the errors, failings or delays observed and, if the complaint relates to a specific activity under the Service, the date and parcel number. bpost undertakes to consider the complaint of the User upon receipt by telephone call to Customer Service or by registered mail addressed to bpost, Customer Service, BP 5000, 1000 Brussels or on the website at www.bpost.be. The address to be used to submit complaints or objections is also published on the bpost website.

12.2 The Addressee must submit any complaints relating to damaged or lost property to the sender and not to bpost. The General Terms and Conditions for Parcels and the General Terms and Conditions for the provision of services by bpost apply in this regard. No complaints can be submitted concerning the damage and/or loss of Parcels in the event of delivery to a Safe Place. In the event of delivery to a Cubee automated locker, bpost cannot be held liable for visible damage.

12.3 If a complaint cannot be resolved on the basis of this article, the Addressee may submit a claim to the Office of the Ombudsman for the Postal Sector, Boulevard Albert II 8 box 4, 1000 Brussels (www.smspo.be).

13. Intellectual property

The Application and all of its components - illustrations, including the underlying technology and the content made available by the User, are protected by copyright, marks and patents. The reproduction, translation, adaptation or dissemination of all or part of these components, in whatever form, is prohibited without prior written permission from bpost or third parties. Any breach of these intellectual rights could lead to civil or criminal proceedings. The Application is a program that is owned by bpost.



The Application is software belonging to bpost. When it is downloaded, bpost grants a free, nonexclusive licence to use this software when using the Services.

14. Registration and processing of your “**Personal Data**”

14.1 Personal Data that you share with us through the Application will be registered and processed by bpost (Centre Monnaie, 1000 Brussels), as controller, to provide the Services set out in these General Terms and Conditions.

Some of this Personal Data may be passed on to other companies of the bpost Group, such as Speos, Dynalogic, Citydepot, Parcify and De Buren, and to other subcontractors used by bpost to deliver Parcels, in order to organise and track these deliveries. bpost will also use this data to assess the quality of their work.

14.2 This Personal Data may also be made available to our IT service providers, which may be located outside the European Economic Area. In this case, the measures described in the model contractual clauses of the European Commission are imposed on them.

14.3 bpost reserves the right to also use your contact details to provide you with information on similar services marketed by bpost as part of the legitimate interest of bpost to promote its services among its customers and within the framework of the exception of the soft opt-in to the requirement to seek consent.

14.4 The Personal Data that you share will be held for a period of 13 months after our most recent interaction with your account, after which the data will be erased. Most recent interaction means any use of My bpost, any connection to your bpost delivery preferences account, any matching of your data (surname, first name, postal address and/or email address) with a Parcel addressed to you and any delivery of a Parcel in accordance with your delivery preferences.

14.5 If you wish to object to the use of your Personal Data to enable bpost to provide information on similar services of bpost, you may notify us at any time by sending a signed and dated written request, enclosing proof of your identity, by post to bpost, Data Protection Office, Centre Monnaie (14B), 1000 Brussels or online using the link to the online form in our online charter: <http://www.bpost.be/site/fr/privacy>.

14.6 In certain circumstances, you may also access your 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 your identity, to the same address. You may file a complaint with the relevant authority in Belgium if no reply to this request is received: <https://www.autoriteprotectiondonnees.be>.

15. Applicable law and jurisdiction

These General Terms and Conditions, as well as the Services performed in accordance with the information available in the Application, are governed by Belgian law and are interpreted in accordance with Belgian law. Without prejudice to article 74, 15° of the law of 10 April 2010 on market practices and the protection of consumers, only the



courts of the legal district of Brussels have jurisdiction over any dispute relating to these General Terms and Conditions and the Services provided under these General Terms and Conditions.

16. Miscellaneous

16.1 Neither Party can be held liable for delays in the fulfilment or the non-fulfilment of its obligations due to unforeseen events in spite of due care being taken, strikes, lockouts, work stoppages or any other collective labour conflict, an interruption in the supply of necessary energy sources, the death or incapacity of persons qualified to carry out the necessary duties on behalf of one of the Parties and so on.

16.2 If one of the clauses of these General Terms and Conditions is found to be null and void and/or unenforceable on the customer by virtue of a legal stipulation of public order or imperative law, this clause will be deemed never to have been written. However, the other clauses of these General Terms and Conditions remain applicable.

16.3 Notwithstanding all proof, written or saved on any other durable medium to which the User has access, it is agreed that the computerised registers that are kept in the computer system of bpost, its host or its secure payment partner constitute proof of the communications, the content of Orders and all transactions between parties. Specifically, parties accept that, in the event of a dispute (i) the identifying data used under the Services will be accessible to the courts and that they will constitute proof of the data and acts that they contain and (ii) that the connection data for the actions performed using this identifying data can be accessed by the courts and constitutes the proof of the data and the acts that they contain. Contrary proof may be provided.

16.4 If one Party fails to (promptly) exercise a right ensuing from these General Terms and Conditions or act on a failing of the other Party, this Party can never be deemed to have waived this right or accepted this failure in perpetuity. In the same way, exercising only part of a right does not prevent the Party from exercising this right again or exercising any other right. The rights set down in these General Terms and Conditions can be combined with and do not exclude any other right stipulated by the laws and regulations applicable to these General Terms and Conditions.