General Terms and Conditions of the bpost account

Valid as from 01/09/2021

1. Scope

1.1 bpost, a limited liability company under public law, having it's registered office at Muntcentrum, 1000 Brussels and registered under company number 0214.596.464, Brussels register of legal entities ("**bpost**"), offers a user identification and access management service which enables a User to create a generic digital account on a single platform ("**bpost account**") allowing the User to use the same login data ("**Log-in**") for all participating bpost websites, channels, and applications ("**bpost applications**").

1.2 The bpost account is provided for domestic and private use only to natural persons ("**User(s)**"). The bpost account cannot be used for User's commercial or professional purposes. Only one bpost account per natural person will be granted.

1.3 These General Terms and Conditions apply to the use of the bpost account. Please note that the use of the bpost account is also subject to a privacy policy which can be found at https://login.bpost.be/assets/privacy.pdf

1.4 The services offered by bpost through the various bpost applications making use of the bpost account are governed by separate general terms and conditions and contractual documents, as presented and accepted by users when using the specific bpost application. In the event of any inconsistency between these General Terms and Conditions and any terms and conditions dedicated to a bpost application, the terms and conditions of such bpost application shall prevail.

1.5 These General Terms and Conditions shall remain in effect until the User terminates its bpost account or otherwise ends all subscriptions to the various bpost applications.

2. Service offering bpost account

2.1 The bpost account allows a user to log-in to various bpost applications through a single platform. After initial registration and authentication, Users can log into, and access, all restricted areas of participating bpost applications, using the same Log-in, without having to complete a registration process for each of the participating bpost applications.

2.2 The bpost account generates a unique user "identity" for each User which can be recognized and verified by all participating bpost applications. This also allows Users to have their identification and access data available in the participating bpost applications without having to re-enter and re-verify these data manually.

2.3 Moreover, the bpost account allows certain information in the bpost applications to be presented to Users in a tailored and individual way.

2.4 The bpost account allows users to manage their user account easily and through a single user interface using the "My profile" tool, available in the participating bpost applications. Through such interface, Users can manage and correct the master data stored (e.g. name, surname, email, mobile), change their password and view information related to the bpost applications in use. .

2.5 Use of the IAM service is free of charge for the User.

3. Identification and registration

3.1 To be able to use the bpost account, the User needs to register an account by completing a registration form, including, without limitation, his or her first and last name, e-mail address and mobile phone. User also needs to confirm e-mail ownership via an e-mail sent to their mailbox.

3.2 Some bpost applications are restricted to Users providing additional mandatory identification data. Therefore, a User may be required to provide such additional identification data to be used for accessing the specific bpost application.

3.3 The User represents and warrants that the personal information provided on his or her registration form, including, without limitation, his or her first and last name, email address and mobile phone, is true and correct. In particular, Users must not enter the details of others and are required to notify bpost without undue delay if there is any change in the personal information they supplied through the My profile" tool, available in the participating bpost applications.

3.4 Promptly after receipt of the registration form by bpost, the User will receive a confirmation e-mail containing a unique link. By clicking this link, the User confirms receipt of the e-mail and ownership of the e-mail address. Following such confirmation, the User receives an e-mail confirming the registration and obtains access to the User's bpost account.

3.5 Successful registration to the bpost account does not automatically entitle Users access to the bpost applications.

3.6 bpost reserves the right to refuse registrations on a case-by-case basis in bpost's sole discretion, for any reason whatsoever.

4. Use of the bpost account

4.1 Users will be able to access restricted content and offerings of the participating bpost applications by entering their Log-in into the respective login form. The Log-in usually consists of the User's e-mail address and password.

4.2 The bpost account and Log-in is intended to be used only by the respective User personally (for domestic and private use only). They cannot be transferred to a different person unless with the express prior written consent of bpost. The agreement ends by

operation of law upon the decease of a User. As soon as bpost learns of such decease, the bpost account in question will be discontinued.

4.3 Users may not disclose their Log-In, in particular their password, to anyone (including family members and co-workers). Users must ensure that their Log-In, in particular their password, is kept confidential and secure at all times and are required to prevent any unauthorized use of the participating bpost applications by third parties.

4.4 By using the bpost account and Log-in, the User warrants that he/she will not:

- Use the bpost account in a manner inconsistent with these General Terms and Conditions or in any way that violates any local, national, or international laws or regulations;
- Permit anyone else to use the User's bpost account or attempt to gain access to another User's account;
- Attempt to circumvent or compromise any security measures;
- Resell or repurpose the User's bpost account; or
- Infringe bpost's intellectual property rights or those of any third party in relation to the use of the bpost account.

4.5 The User has a duty of care and obligation to limit damages. bpost strongly recommends the User to additionally secure each device used by means of a device code (e.g. numerical code; fingerprint; graphic login; ...) in order to prevent unauthorised access by third parties. bpost also advises the User to be cautious in communicating personal or financial details in view of their possible visibility, for example within a group of people (online or offline), and to remain vigilant for practices such as phishing.

4.6 If a User becomes aware of or suspects any misuse of his or her bpost account or Log-In, he or she shall notify bpost without undue delay through e-mail at LST_ICT_IAM_notification@bpost.be or through bpost client service (see section 10). In the event of actual or suspected misuse of a bpost account or Log-In, bpost shall have the right to terminate User's access to and bpost applications immediately.

4.7 If a User is responsible for the misuse of a bpost account or Log-In, the User shall be liable for all consequences of use by a third party. In particular, a User shall be deemed responsible if he or she enabled the unauthorized use of his or her bpost account through negligence or if a User has selected the "Remain logged in" option while working on a public or shared computer and third parties thereby gain access to the bpost applications. The liability of the User ends only if and when he or she has notified bpost by email (LST_ICT_IAM_notification@bpost.be) or through bpost client service (see section 10) of the unauthorized use of his or her bpost account and has changed the password of the Log-in, if necessary.

4.8 bpost cannot be held responsible for any damage resulting from the use or misuse of the User's bpost account, nor from the fact that the User, as a result of loss, theft, blocking or similar situations, cannot benefit or can only benefit partially from a bpost application.

5. User's liability

5.1 The User is solely responsible for the correct use of his/her bpost account and all functionalities or services linked to it. The User is also solely responsible for the communications sent via the bpost account, as well as for the execution of the activities or engagements he/she has entered into.

5.2 The User will fully indemnify bpost against all damages and costs resulting from the provision of incorrect or incomplete information when applying for or managing the User's bpost account or from the misuse of the Log-in.

6. bpost's liability

6.1 bpost delivers a best-efforts undertaking with regards to the bpost account, and in particular with regard to the creation of the User's bpost account as well as the use, conservation and management of the bpost account.

6.2 bpost commits to secure its systems and to discourage disturbing or inappropriate behaviour as to the best of its ability with regard to the Users. bpost takes reports of improper behaviour serious and takes appropriate measures to discourage such behaviour in the future.

6.3 bpost will not be liable for the temporary unavailability of the bpost account or Log-In.

6.4 Without prejudice to the applicable legislation, bpost will not be liable towards the User or a third party for direct or indirect damage of any kind that results from or is related to the use of the bpost account or Log-In (including f.ex. loss of profit, loss of interest or opportunity, loss of data, inactivity or additional costs). This also concerns damage resulting from possible abuse that could be made of the bpost account or Log-in, even if bpost was aware of the possibility that such damage could occur.

6.5 bpost discloses all information linked to the bpost account a in a careful and truthful manner to the User. bpost is not responsible for material errors, such as printing errors or incorrectly entered images. bpost endeavours to correct errors as soon as they are known.

5. Term and Termination

5.1 Term

5.1.1 The agreement for the provision of the bpost account between the User and bpost is of an indefinite duration.

5.2 Termination by the User

5.2.1 The User may terminate the agreement for the provision of the bpost account for convenience at any time and free of charge through written notice to

LST_ICT_IAM_notification@bpost.be or to bpost client service (see section 10). The date of receipt of the notification by bpost is considered being the date of termination.

5.2.2 Ending the agreement implies that the User can no longer use a service or part of a service through a bpost application that is linked to the bpost account. If a User has ongoing transactions on bpost applications (f.ex. subscriptions, purchases,…) or still requires access to bpost applications (f.ex. access to ordering history,…), the termination of the agreement for the provision of the bpost account only takes effect when the User has terminated or otherwise ended any such ongoing transactions or access requirements.

5.3 Termination by bpost

5.3.1 bpost may suspend or terminate the agreement for the provision of the bpost account, as well as a User's bpost account and Log-In, at any time. bpost will timely inform the User of this either through e-mail or through other appropriate means of communication.

5.3.2 In case the entire bpost account service is stopped, bpost will inform the User a reasonable time in advance before the date on which the termination will take effect.

5.3.3 No prior notification of any form of (partial) suspension or termination of the bpost account and Log-in is required in the event of (suspected) abuse, fraudulent action or other unauthorized use in contravention of these Terms and Conditions (f.ex. when incorrect data have been provided during registration or when the Log-in has been disclosed to third parties,…). In those cases , bpost is also entitled to reclaim any benefits already granted, without prejudice to any other right bpost may have under these General Terms and Conditions or by law.

5.3.4 The suspension by bpost of the bpost account and Log-In is also possible without prior notification to the User, when it is deemed useful for the security of the systems or the safeguarding of the (financial) interests of bpost.

5.3.5 A suspension or termination of (part of) the bpost account or Log-In, can under no circumstances give rise to a right to compensation in favour of the User.

5.3.6 bpost's freedom of judgement as to the necessity of taking sanctioning measures is entirely unrestricted, both as regards the behaviour observed, the assessment of its seriousness and as regards taking measures. In this respect, previously established violations of the General Terms and Conditions by the User or his overall attitude in the past may also be taken into account. Measures other than the (partial) cessation of service that can be taken by bpost include the removal of certain posted content or messages, but also the notification of competent supervisory authorities such as police services or judicial bodies. bpost always takes proportionate measures that are effective and, where necessary, also sufficiently dissuasive to prevent future infringements by the User.

6. Data protection

6.1 The use of the bpost account as described in these General Terms and Conditions requires the collection and processing of User's personal data. Protecting the security and privacy of Users' personal data is of great importance to bpost. The collection and processing as well as the measures taken by bpost to protect the security and privacy are described in bpost's privacy policy, which can be found at
https://login.bpost.be/assets/privacy.pdf

7. Use of websites and applications

7.1 The User is familiar with the limitations and risks of the use of internet or any other medium by which bpost makes its services available now and in the future. The User is also familiar with the risks of storing and transferring information digitally or electronically.

7.2 Except in the event of willful misconduct or fraud, bpost cannot under any circumstances be held liable for indirect or incidental damage (including loss of profit, loss of interest or opportunity, loss of data, inactivity or personnel costs) suffered by the User or third parties as a result of viruses, hacking or other computer crimes, or as a result of the unavailability, suspension or interruption of the IAM service, notably due to access restrictions to the internet, a temporary equipment failure or maintenance.

8. Intellectual Property

8.1 The concept, the content, the lay-out, the structure, the source codes, the software, the images, the photos, the animations, the audiovisual works, the texts, data, music and all other components of the bpost account and Log-In and the bpost applications linked to it are and remain the exclusive property of bpost and are protected by various intellectual property rights (including copyright, trademark law, software law, design law, patent law, database law, the sui generis right of the producer of a database, and/or other intellectual property or exclusivity rights).

8.2 This is acknowledged and accepted by the User. By applying for the bpost account and by using the bpost account, the User does not acquire any rights to it. The whole or partial reproduction, distribution, sale, sharing, publication, adaptation and/or use, in whatever form, in whatever way is strictly forbidden, except in accordance with what is expressly permitted by bpost through a prior written consent. Saving any information and/or part of the bpost account in an (electronic) database or otherwise is not permitted.

9. Amendments to these General Terms and Conditions

9.1 bpost may amend these General Terms and Conditions at any time. These amendments may be necessary, for example, to take into account technological developments or sector changes. bpost will timely inform the User of the amendments before they take effect (unless the amendment is imposed by law, court order or other mandatory intervention of a competent authority), either through e-mail or through digital means.

10. Client services

10.1 For all (urgent) technical and operational issues relating to a User's bpost account and Log-In, the User can e-mail to LST_ICT_IAM_notification@bpost.be

10.2 For all complaints or questions, the User can contact the Customer Service Department of bpost through phone on 02 201 23 45 or via the website www.bpost.be.

10.3 If the Customer is not satisfied with the processing of its complaint by bpost, it can then contact the Office of the Ombudsman for the Postal Sector, Koning Albert II-laan 8 bus 4, 1000 Brussels (http:/www.omps.be).

10.4 The Customer can also appeal to the "Online Dispute Resolution" platform of the European Union at http://ec.europa.eu/odr.1

11. Final provisions

11.1 The nullity or unenforceability, for whatever reason, of (part of the) provisions of these General Terms and Conditions shall not affect the validity and enforceability of the remaining (part of the) provisions of these General Terms and Conditions.

11.2 If a Party fails to enforce a right by virtue of the these General Terms and Conditions, this will not be construed as a waiver of that right or of the legal remedies thereto, nor will this affect the applicability or validity of these General Terms and Conditions.

11.3 The contractual relationship with the user and these General Terms and Conditions are governed by and construed solely and exclusively in accordance with the laws of Belgium. Without prejudice to mandatory law, the courts of Brussels shall have exclusive jurisdiction.