

1. Postbird Standard Terms & Conditions

1.1. Defined terms

Terms given in this clause have the definitions set out in the "Standard Terms & Conditions for Data Processing".

Account: The space allocated personally to a registered Customer and in which can be consulted all data relating to the Customer, orders and personal reserve, as well as the follow-up of orders.

Order: A confirmed request for delivery of pre-uploaded letters.

User: a physical person who consults the website and wishes to place an order or register

Customer: The natural or legal person that has registered or uses Postbird's services without registering.

ECERIUM: ECERIUM BV, CBE number BE0808.972.971, registered office: Eeuwfeestlaan 216, 2500 Lier, contact address: Postbird, Eeuwfeestlaan 216, 2500 Lier, e-mail address: info@Postbird.be.

Force majeure: includes that which renders performance of the agreement impossible in the short or long term and on which the party invoking it does not have nor could it have either control or influence and includes, but is not limited to: strikes, natural disasters, extreme weather conditions, fire, government measures, general and long-term technical breakdowns, floods. The Customer cannot invoke force majeure in the event of breakdowns or problems with an outsourced activity, such as breakdowns or problems with software, technical installations or equipment, Internet access or telephony.

Personal reserve: The amount paid in advance and available by and to a Customer that can be used to pay for an order. This reserve is regarded as a credit of the customer's vis-à-vis Postbird.

Postal operator: bpost, Muntcentrum, 1000 Brussels for Belgium, PostNL N.V., Waldorpstraat 3 2521 CA The Hague for The Netherlands.

Postbird: the software-as-a-service provided by ECERIUM and the service package provided by ECERIUM that supports the services described in these terms and conditions.

Postbird cards: the software-as-a-service provided by ECERIUM and the service package provided by ECERIUM for sending postcards. These terms and conditions also describe the services thereby provided.

Registration: Registration of a user profile on the website, so that individually placed orders can be linked to that profile. A user profile can be linked to a natural or legal person.



1.2. Description of the service

1.2.1. Introduction

- ☒ Postbird offers the user the option of having Postbird print a letter, fold it, insert it into an envelope and send it based on an electronic version.
- ☒ In addition to distributing ordinary correspondence, Postbird also offers the option of sending items by recorded delivery post, sending postcards (via Postbird cards) and sending documents digitally.
- ☒ Prior to placing an order for a set of letters, a user must register. Registration entails choosing one of a number of subscription types. There is always the choice of a free subscription.

1.2.2. Registration

- ☒ Users must register in order to send letters via Postbird.
- ☒ Registration leans entering into an agreement with Postbird.
- ☒ When registering, details are required in order to identify users and to be able to contact them.
- ☒ Registration cannot be completed unless there is explicit approval of these standard terms and conditions.

1.2.3. Sending correspondence

- ☒ Postbird allows a Customer in any country of the European Union to ensure delivery of correspondence in any other country.
- ☒ Postbird also offers this service to users outside the EU. However, see “Complaints procedure” for details in this regard.

1.2.3.1. Sending standard correspondence

The user uploads one or more letters in A4 format and in PDF or Word format via the Postbird website.

1.2.3.2. Sending recorded delivery items

- ☒ The Customer may send an item to Postbird electronically, which will then deliver the item by recorded delivery post.
- ☒ Postbird will have the letter physically delivered by recorded delivery post.
- ☒ Postbird retains all physical and electronic proof of delivery and receipt on behalf of the Customer, including the receipt signed by the recipient of the item if this option has been chosen.

1.2.4. Sending postcards

- ☒ Postbird allows a Customer from any country of the European Union to ensure delivery of postcards in any other country.



- ☒ Postbird also offers this service to users outside the EU. However, see “Complaints procedure” for details in this regard.
- ☒ To send cards, users must upload the obverse of the card into Postbird cards. Uploading must be done in landscape A5 format and in PDF format.

1.2.5. Sending in digital form

Postbird also offers the possibility of sending letters via e-mail, as an attachment, or receiving them within a secure environment. This method of transmission provides the sender with proof of receipt of the document by the recipient, and can be regarded as an advanced transmission (see also the European EIDAS legislation for more information).

1.2.6. Other services

1.2.6.1. Feedback for registered Customers.

- ☒ Registered Customers can consult feedback regarding their orders on their account

1.2.6.2. Options

The following options are available for a regular shipment:

- ☒ Colour: Colour or black and white
- ☒ Recto- and recto-verso printing
- ☒ Envelope: envelope with single window

The following options can additionally be selected with recorded delivery items ⁽¹⁾

- ☒ Copy by ordinary mail: A copy of the letter will be sent by ordinary mail for each recorded delivery item
- ☒ Recorded delivery item with confirmation of receipt: the postal operator offers the letter for delivery and asks the addressee, an attorney in fact or a representative of the legal person to sign for receipt
- ☒ Postbird reserves the right to remove certain options or offer them only in certain countries.

1.2.6.3. Scanning the address.

- ☒ For each letter, the addressee and their address are determined by scanning the address. See also “Technical specifications”

1.2.7. Technical specifications

- ☒ Letters requiring to be sent must comply with the PDF specifications (V1.3 – V1.7) (http://www.adobe.com/devnet/pdf/pdf_reference_archive.html) whereby, aside from graphic elements, all text is encoded as such.
- ☒ Purely electronic versions of letters scanned from paper are not processed.
- ☒ The format of the letter must be A4 portrait.
- ☒ The size of a postcard must be A5 landscape.
- ☒ Name and address of the addressee follow the specifications imposed by the Postal operator.



- ☒ In particular, the addressee and the addressee's address are scanned in a rectangle of 75 mm by 30 mm, the upper left-hand corner of which is 117.5 mm from the left-hand or from right margin and 56 mm from the upper margin.
- ☒ If the address is not found in this rectangle, the user can choose to
 - ☒ copy the address in the correct place. Existing data located in the rectangle intended for the address are copied.
 - ☒ print a cover page on which the name and address details are printed within the rectangle first described above.

1.3. Costs, payment and invoicing

1.3.1. Costs

- ☒ The costs include the cost of sending correspondence.
- ☒ The price list can be consulted on the website.
- ☒ Postbird may unilaterally change the price for the other services. However, the proposed price, with and without VAT, is always explicitly shown prior to confirmation of an order. Confirmation of the order implies acceptance of the prices.
- ☒ Postbird automatically calculates discounts on documents sent for larger volumes. Postbird can also calculate a cash back on documents that have already been sent previously. Volumes are always viewed over a 365-day period.

1.3.1.1. *Indication of prices during the ordering process*

The price is indicated during the order process. The indicated price depends on identification of the user.

- ☒ Registered users who are logged in see the exact price.
- ☒ If no information can be deduced about the user, the standard price for a consumer is displayed, including VAT.

1.3.2. Payment method

1.3.2.1. *Payment upon order confirmation.*

As the last step when placing an order, the order must be paid for in advance. The stated amount includes all costs.

1.3.2.2. *Payment by credit card or debit card.*

Payments are made by credit card, debit card (bancontact) or iDeal.

Postbird may add new payment methods or discontinue existing payment methods at any time.



1.3.2.3. *Personal reserve*

- ☒ Customers may choose to place a credit card amount of their own choosing on a personal reserve each month. In that case, the funds are collected automatically and without any action being required by the Customer.
- ☒ Customers may at any time add funds to their personal reserve or adjust the monthly amount. The available amount can be consulted on the account at all times.

1.3.2.4. *Sending correspondence and postcards*

- ☒ Payment for the service is always made in advance. Payment is initially effected using any available personal reserve.
- ☒ If the Customer does not have a personal reserve or it is in insufficient credit, a new payment will be requested via their credit card for the balance¹.

1.3.3. *Invoicing*

Invoicing to the Customer takes place once a month, at the latest on the first working day following the end of the previous month.

Invoices will only be created for dispatches. No invoices will be issued for charges to the personal reserve as this is considered a credit of the customer vis-à-vis Postbird.

1.4. *Effective date, term, termination, end and suspension of the agreement*

1.4.1. *Start*

- ☒ The agreement is made at the time when the user confirms their registration and has received a confirmation by e-mail of the agreement and the standard terms and conditions at the e-mail address stated by them and and/or at the time the customer confirms a shipment in their Postbird account.

1.4.2. *Consumers' right of withdrawal*

In accordance with the relevant legislation, the right of withdrawal lapses as soon as the Customer has placed and paid for an order.

1.4.3. *Term*

- ☒ The agreement is entered into for an indefinite period.

1.4.4. *Termination and period of notice*

- ☒ A customer may terminate the agreement at any time.
- ☒ The agreement may be terminated by ECERIUM at any time.

1.4.5. *End*

- ☒ At the end of the contract, the customer is reimbursed the balance of their available reserve, subject to administrative costs.



- ☒ However, consumers in the EU will receive a full refund of the balance of their reverse.

1.5. Service level and liability

1.5.1. Service level agreement

1.5.1.1. Application uptime

- ☒ ECERIUM aims to have the Postbird application 99% up and running during working hours. Working hours are defined as: Monday to Friday from 8 a.m. to 6 p.m., except public holidays and equivalent days.
- ☒ ECERIUM also aims to keep the Postbird application available 98% of the time outside working hours.
- ☒ ECERIUM aims to resolve inaccessibility of the application within half an hour.

1.5.1.2. Routine correspondence

- ☒ ECERIUM arranges distribution of correspondence to the requested addresses as soon as possible.
- ☒ The exact shipping terms vary by country and print partner and are clearly stated within the Postbird application.
- ☒ An ordinary letter that is not processed without error is not sent. Immediately an error is found, it is notified to the Customer's account as appropriate.

1.5.1.3. Recorded delivery items

- ☒ ECERIUM arranges the distribution of recorded delivery items at the requested addresses as soon as possible.
- ☒ The exact shipping terms vary by country and print partner and are clearly stated within the Postbird application.
- ☒ A recorded delivery letter that is not processed error-free is not sent. Immediately an error is found, it is notified to the Customer's account as appropriate.

1.5.1.4. Postcards

- ☒ ECERIUM arranges distribution of postcards to the requested addresses as soon as possible.
- ☒ In particular, postcards that are processed error-free are forwarded to the Postal operator the following working day provided the order is placed with Postbird before 5 p.m. As appropriate, the date and time the letter is sent is stated in the account.
- ☒ Cards are sent non-priority (delivery usually within 3 working days according to the Postal operator's SLA).

1.5.2. Liability for compliance with technical requirements

- ☒ It is the Customer's responsibility to comply with the requirements set out above for each letter and with the options chosen by the Customer for the dispatch in question.



- ☒ The customer must check the address for dispatch of each letter. Once the customer confirms the dispatch, the dispatch can no longer be cancelled or changed.
- ☒ ECERIUM does not act beyond reporting any lack of conformity with the technical requirements or with the selected options to the Customer's account or by email.
- ☒ It is the Customer's responsibility to check errors reported on the account with regard to letters and, if necessary, to resend the letter after correction.

1.5.3. Liability for standard correspondence

- ☒ ECERIUM's liability is limited to guaranteeing that the letters that are delivered are printed and delivered to the postal operator for distribution to the addresses provided.
- ☒ The Customer is fully responsible for the quality of the address lists provided and for the content of correspondence. It is Customers' responsibility to consult their accounts to check the status of their orders.
- ☒ Liability for the actual distribution of letters to addressees' addresses is limited to and does not go beyond the guarantees offered by the postal operator itself.
- ☒ In all cases, ECERIUM's liability is limited to the total price paid for the particular dispatch.
- ☒ Compensation is paid if the letters are forwarded to the postal operator with a delay of more than one day. The compensation amounts to 10% of the amount of the order and is placed in the customer's personal reserve as a non-cash exchangeable credit.

1.5.4. Liability for recorded delivery items

- ☒ ECERIUM retains the data relating to recorded delivery items for the periods specified by law.
- ☒ ECERIUM's liability is limited to guaranteeing that the letters submitted will be printed, delivered to the postal operator for distribution to the addresses as provided and guaranteeing that ECERIUM will keep all supporting documents² relating to the items dispatched recorded delivery.
- ☒ The Customer is fully responsible for the quality of the address lists provided and for the content of correspondence. It is Customers' responsibility to consult their accounts to check the status of their orders.
- ☒ Liability for the actual distribution of letters to addressees' addresses is limited to and does not go beyond the guarantees offered by the postal operator itself.
- ☒ In all cases, ECERIUM's liability is limited to half of the total price paid for the dispatch in question.
- ☒ ECERIUM is not liable for the website being unavailable such that a recorded delivery item can only be distributed one day later.
- ☒ ECERIUM is not liable for judicial recognition or otherwise of the validity of a signature on a letter or with which a letter is sent to ECERIUM.

1.5.5. Liability for postcards

- ☒ ECERIUM's liability is limited to guaranteeing that the letters that are delivered are printed and delivered to the postal operator for distribution to the addresses provided.



- ☒ The Customer is fully responsible for the quality of the address lists provided and for the content of correspondence. It is Customers' responsibility to consult their accounts to check the status of their orders.
- ☒ Liability for the actual distribution of postcards to addressees' addresses is limited to and does not go beyond the guarantees offered by the postal operator itself.
- ☒ In all cases, ECERIUM's liability is limited to the total price paid for the particular dispatch.

1.5.6. Liability for late delivery due to late payment

An order is accepted and is carried out as soon as payment is settled. Payment problems resulting in an anticipated dispatch of letters being accepted later than the deadline for processing the same day and being distributed at a later point in time do not render ECERIUM in any way liable.

1.5.7. Limitation of ECERIUM's obligations

ECERIUM's obligations in relation to Postbird are limited to that which is set out in these standard terms and conditions, the contract for signing up and any other written addendum signed by both parties.

In particular, neither publicity material nor any alleged oral undertaking or arrangement can be relied upon to establish any right whatsoever

Additional services, such as a more extensive SLA, more extensive compensation options, etc., are only valid if mutually agreed in writing.

1.5.8. Availability of the services described

ECERIUM is working on expanding its services within the framework of the Postbird application. Therefore, not all of the services described in this document are already available. The end user may consult Postbird at any time regarding the availability of a service.

The end user cannot derive any rights based on the absence of a service described in these terms and conditions.

1.6. Complaints procedure

Postbird prefers an amicable settlement of any complaints and disputes. In addition to the possibilities provided for by law, complaints can therefore always be submitted to Postbird in writing or by e-mail. See "Defined terms" for the contact addresses.

1.7. Personal data

For the processing of personal data, reference is made to the 'standard terms and conditions for the processing of personal data', which are deemed to form an integral part of these standard terms and conditions.



1.8. Intellectual property rights

- ☒ ECERIUM remains at all times the owner of the intellectual property rights (including copyright) to the software developed by it, as well as to changes made to the software, which may also form the origin of such changes.
- ☒ In particular, ECERIUM remains the owner of the intellectual property rights over changes made on the proposal or upon the agreement of the Customer.
- ☒ Customers retain the proprietary rights over all data that they transfer to ECERIUM when placing an order or performing the agreement.
- ☒ In performance of the agreement, letters are scanned for:
 - ☒ Address details
 - ☒ Zone elements, insofar as created and selected by the customer
- ☒ Letters are stored temporarily for a maximum of 3 months and can, if requested, be archived for 10 years.
- ☒ However, for the improvement and development of these and other services ("legitimate interests"), ECERIUM may make use of scanned address data as well as other data, such as frequency of transmission or the recorded delivery nature of dispatches. However, apart from address data, the contents of letters are not made use of in any way. The Customer may object to such processing at any time.

1.9. Other provisions

1.9.1. Ambit

These standard terms and conditions apply to the contractual relations between ECERIUM and the Customer in the context of Postbird, which arise when registering or placing an order.

1.9.2. Validity

If any provision of these standard terms and conditions is found to be invalid, ineffective, void or unenforceable, the other provisions of these standard terms and conditions shall continue to apply without prejudice thereto.

1.9.3. Adjustment of the standard terms and conditions

ECERIUM may at any time issue a new version of its standard terms and conditions. This new version is binding on the Customer once acknowledged and accepted by the Customer. The parties agree that the Customer will have accepted a new version of the standard terms and conditions if they are not disputed within seven days of their becoming aware of them. Notification takes place

- ☒ If reference is made thereto on an invoice or in a message to the Customer, including to an e-mail address that the Customer has stated for such purpose,
- ☒ If, when placing an order, the Customer accepts the standard terms and conditions by placing the order.



However, ECERIUM may unilaterally amend these general terms and conditions, subject to one of the following conditions:

- ☒ When additional services are offered
- ☒ When the rights of the customer are not significantly reduced or can only be exercised differently.
- ☒ When existing services undergo changes that do not significantly affect the functionality of the end user.
- ☒ When described services that are not however offered are deleted from the standard terms and conditions.
- ☒ When Postbird deletes existing services from the offering, subject to a notification period of one month, which can be sent *inter alia* by e-mail.

1.9.4. Applicable law and jurisdiction

The agreement is governed by Belgian law.

For consumers within the EU, territorial jurisdiction is determined in accordance with the relevant European regulations.

For legal persons and enterprises, the courts under which the registered office of ECERIUM falls have exclusive jurisdiction for all disputes, including those relating to the formation, interpretation, performance and termination of the agreement(s).

For consumers outside the EU, the courts under which ECERIUM's registered office falls have exclusive jurisdiction.

