

SPECIAL TERMS AND CONDITIONS

Smart PostCard

1. Introduction

- 1.1. In the absence of provisions in these Special Terms and Conditions (the "**Terms and Conditions**"), the stipulations of the General Terms and Conditions shall apply. The terms in initial capitals are defined below, or, failing this, in the General Terms and Conditions.
- 1.2. The Parties agree to apply the General Conditions to this Smart PostCard Service as if they were those of POST Philately, with the exception of the provisions clearly specific to POST Courier.
- 1.3. The term "you" (and its variations such as "your" or "yours") is used in the Contract to refer to any Customer holding a Customer Account or benefiting from a Service provided by POST Philately.

2. Definitions

"Application": the front-end application software from POST Philately that allows you to order Cards via Smart PostCard once it has been downloaded from the Internet free of charge;

"Card": your personalised postcard type card created by you from the Application from its Illustration, printed by POST Philately and then distributed by POST Courier like a traditional postcard, without an envelope. The Card format will be 14.8 x 10.5 cm;

"Order": any order for a Card placed by you using the Application in accordance with Article 3 of these Special Terms and Conditions;

"General Terms and Conditions": the current POST Courier terms and conditions

"Illustration": the elements that you provide online via the Application, such as photographs, images, drawings, signs or texts, possibly created using your Terminal, in order to personalise your Card;

"POST Philately": the service responsible for the Smart PostCard Service, whose headquarters are at 13 rue Robert Stümper, L-2992 Luxembourg; a service of POST Luxembourg, a public establishment created by the amended Law of 10 August 1992.

"Smart PostCard": the Service provided by POST Philately that enables you, through the Application, to create, personalise and order Cards and have them sent to Luxembourg or elsewhere by POST Philately, all from your Terminal. POST Philately is responsible for printing the Card in conventional paper format, franking it and forwarding it by ordinary post to the Recipient that you specify in the Application;

"Terminal" refers to any electronic device such as a computer, smartphone, tablet or any other similar current or future device, connected in any way to a fixed or mobile telecommunications network (Wi-Fi, 3G, 4G, etc.), that allows and supports the installation and use of the application software.

3. Usage

- 3.1. The Card, the Order and payment are personalised in accordance with the following conditions and steps.
- 3.2. You:

- (i) select the Illustration to appear on the front of the Card, of sufficient quality (min. three megapixels), to allow a card design that limits the risk of image degradation. If necessary, the Application will automatically reduce the file size of the Illustration to the maximum permitted size. Any difference in quality between the Illustration provided and the one printed on the Card may relate to the colours or appearance and result from several factors such as the quality of the original and the Illustration provided. POST Philately may under no circumstances be held liable for such a discrepancy or for bad printing quality below the required level of pixels;

- (ii) can write a message to appear on the back of the Card;

- (iii) specify the Recipient's name and Address (which will also feature on the back of the card). The back of the card will also contain the area reserved for franking;

- (iv) confirm the composition of the Card (front and back);

- (v) confirm the Order: once stage (iv) is complete, the Application offers you an Order summary indicating the quantities ordered and the total amount to be paid (incl. tax). You will then be asked to check the summary and confirm the Order (or to correct it if necessary);

- (vi) enter your email address (username) and choose a password when confirming your Order. This email address will also allow POST Philately to send the Order confirmation once the payment transactions have been confirmed. POST Philately may not be held liable if you make a mistake when entering your email address. You acknowledge that you are fully responsible for any consequences that may arise from this;

- (vii) read and accept the applicable Conditions;

- (viii) proceed with the payment operations via a secure system and a third-party payment site, according to the terms and conditions set out below. Your Order will only be valid and effective once your payment has been confirmed by the secure system.

- 3.3. Any Order thus validated and paid shall be deemed binding and final and the right of withdrawal within 14 days under Article L. 222-9 of the amended Consumer Code cannot be exercised, since Smart PostCard is digital content personalised according to your specifications.

- 3.4. An email confirming the transaction (with a summary of the Order and its number) and payment will be sent to your email address as quickly as possible.

4. Price and payment

- 4.1. Smart PostCard and Orders are charged. The current rates can be viewed on the Application or on the POST Philately website www.post.lu. These may be modified by POST Philately at any time, although such changes cannot affect any

ongoing Order. The price of the Smart PostCard includes the postage costs to send the Card at the normal applicable rate for this kind of delivery.

- 4.2. Smart PostCard, the Application and the Order require you to be connected to the internet (connection costs are at your expense).

- 4.3. Payment is made via a secure third-party server and POST Philately partner.

- 4.4. The price of the Order is debited once it is validated and after completion of the postcard's transfer from your terminal to the POST Philately service. The Order handling process is thus considered to have been initiated. If the payment is not accepted or does not go through, the current purchasing process is cancelled and the preselected elements are erased.

- 4.5. When paying for the Orders, your bank details are sent securely to the payment server managing transactions, exclusively for the payment transaction in question. They are not stored in the Application.

- 4.6. Before purchasing a Card, you can buy credits for future Card Orders.

5. Distribution of the Card

- 5.1. Once the Card has been sent to POST Philately using the Application and then printed, it will be forwarded by POST Courier like any stamped postcard, in line with current POST Courier pricing for this kind of mail. The postage cost of the Cards is included in the price paid for each Order. If the Order is placed before 2pm on a working day, it will in principle (obligation of means) be sent via the postal network the same day.

- 5.2. Cards are delivered to the Recipient's Address specified in your Order.

- 5.3. POST Philately reserves the right to refuse to make a delivery or honour an Order that has not been fully paid for or under a previous Order, or when there is an ongoing payment dispute.

6. Your obligations

- 6.1. You are fully liable, both from a civil and legal standpoint, for Illustrations and other content sent to POST Philately via the Application as part of the Smart PostCard.

- 6.2. You are free to choose the Illustrations, content and texts sent to POST Philately, but you must not store, download or send via the Application any Illustration that is prohibited, illicit or illegal, contrary to public order or accepted principles of morality and decency and/or violates and/or is likely to violate the rights of third parties or of POST Philately, including, but not limited to:

- (i) anything that constituting incitement to commit crimes and offences, provocation of discrimination, hatred or violence on the grounds of race, ethnicity or nationality, apology of Nazism or terrorism, questioning the existence of crimes against humanity, contempt of court, information regarding current trials or an individual financial situation; distribution

outside the authorised conditions for surveys and polls for an election or referendum; defamation and insults; invasion of privacy; or acts putting minors at risk, as well as any file intended to display prohibited objects and/or works;

(ii) anything which might undermine the image of any POST group entity or more generally reproduces the trademarks or distinctive signs of these entities without permission;

(iii) anything that breaches current regulations on the prohibition to distribute pornographic or obscene images or images likely to offend human dignity (bearing in mind, in particular, that the postcard will be printed and sent without an envelope).

- 6.3. You acknowledge that the Illustrations used for the Smart PostCard shall not be subject to any claims and are aware that you may not save or send files that infringe the property rights of other people, such as texts, images, trade secrets, internal or confidential information, and so on. You shall not use Illustrations or photos that reveal the private or personal affairs of any person without their express prior consent. Each person represented must have given you their consent for the use and distribution of their image.
- 6.4. You undertake to compensate POST Philately and/or the relevant POST group entity in full for any miscellaneous costs (including legal fees) charged to it as a result of complaints and/or proceedings initiated by third parties based on the breach of their intellectual property rights and/or damage caused by breach of the aforementioned conditions.
- 6.5. You confirm that you accept full responsibility for retaining duplicates of Illustrations or files sent via the Application and you acknowledge that POST Philately bears no responsibility for the loss of files relating to the original Illustrations.
- 6.6. Unless otherwise agreed, Smart PostCard is in principle reserved for individuals for strictly private use. You may not claim any invoice.
- 6.7. You expressly commit not to use the Smart PostCard for any commercial or professional purposes without the explicit prior consent of POST Philately.
- 6.8. POST Philately cannot be held liable for the improper use of Smart PostCard, for example if you send an excessive quantity of cards to Recipients.

7. Obligations of POST Philately

- 7.1. Since this service concerns private correspondence, you are explicitly notified that POST Philately does not perform any checks of files transmitted as part of the use of the Smart PostCard. However, you acknowledge that if POST Philately is alerted, by a third party and/or by any means whatsoever, of the illegal nature of any content transmitted via the Smart PostCard, especially in reference to the provisions provided in Article 5, POST

Philately may file a complaint and/or pass on this content to the relevant legal or regulatory authorities. POST Philately also reserves the right, depending on the legal classification of any alleged faults, to cancel your access to Smart PostCard and reserves the right to seek remedy through all appropriate legal means.

- 7.2. Without prejudice to the general points included in Article 6, POST Philately reserves the right to refuse to produce Cards on the basis of Illustrations which do not meet the above mentioned conditions, at its own discretion, without this refusal being deemed to be a contract refusal or non-compliance with its contractual obligations.
- 7.3. You acknowledge that you are aware of the fact that the final version of the Card may differ from the Illustration that you send via the Application in terms of quality or the position of the Illustration and you accept that the quality of the final version of the Card depends on the Illustration that you send and/or may be different. POST Philately will not replace or reimburse Card(s) whose quality you consider unsatisfactory.
- 7.4. POST Philately may have to interrupt Smart PostCard for maintenance reasons. This downtime shall not give rise to any compensation.
- 7.5. You are informed that Cards may be sent to unintended Recipients if the Address specified is incorrect. POST Philately cannot be held responsible in such cases.
- 7.6. You should check that the information sent to POST Philately is correct and free of errors.
- 7.7. POST Philately may not under any circumstances be held liable for the reliability of the data transmission, access times or possible access restrictions on the Internet or networks connected to it. POST Philately may not be held liable if the networks for accessing the Application are disrupted, the Application becomes totally or partially unavailable as a result, inter alia, of the telecommunications operator, transmission errors or problems associated with the security of transmissions or in the event of defaults, especially in the receiving equipment.
- 7.8. POST Philately may at any time subcontract all or part of the Smart PostCard service to a third party, including printing, postage and delivery, without your prior consent. In the event of subcontracting, POST Philately nevertheless remains responsible at all times for the proper performance of the Smart PostCard service on your behalf.
- 7.9. POST Philately is authorised at any time and without prior notification to discontinue the Smart PostCard service and use of the Application, without this having any influence on current Orders that have been validly received by POST Philately prior to this and which shall be executed in accordance with these Specific Terms and Conditions.

8. Complaints

To avoid any late complaints, and especially to allow POST Philately to retain all evidence, you should notify POST Philately of any complaint relating to Smart PostCard within thirty (30) days of the occurrence of any relevant event liable to engage the responsibility of POST Philately. This notification should indicate precisely the mistakes, failings or delays identified and, where the complaint concerns a specific Order, the Order number. POST Philately undertakes to process complaints as of the moment that the request is received: by telephone at Smart PostCard Customer Services on +352 40 88 88 40, by a simple stamped letter sent to POST Philately, 13, rue Stümper, L-2992 Luxembourg, or via email at contact.philately@post.lu.