

1. DEFINITIONS

"**Application**" refers to the application software provided by POST Telecom and POST Courier to their Customers enabling them to access the Services by connecting via the mypost.lu address from the browser on their Terminal;

"**Customer**" refers to any non-business customer who has subscribed to a POST Telecom fixed-line, Internet and TV product and/or mobile telecommunication subscription and/or who has purchased a POST Telecom pre-paid SIM card and/or any customer wishing to purchase and use POST Courier services and who uses the Application in order to take advantage of the Service;

"**Conditions of Use**" refers to these Conditions of Use relating to the MyPost Service;

"**POST Telecom**" refers to POST Telecom SA, a public limited company, registered on the Luxembourg Trade and Companies Register under number B43.290, with its registered office at 1, rue Emile Bian, L-1235 Luxembourg, Grand Duchy of Luxembourg;

"**POST Courier**" refers to POST Luxembourg, a public institution, registered on the Luxembourg Trade and Companies Register under number J28, with its registered office at 20, rue de Reims, L-2417 Luxembourg, Grand Duchy of Luxembourg;

"**MyPost Service(s)**" or "**Service(s)**" refers to the service(s) provided by POST Telecom and POST Courier as described in Article 3 below;

"**Terminal**" refers to any electronic device such as a computer, smartphone, tablet or any other similar current or future device, connected by any means to a fixed or mobile telecommunications network (Wifi, 3G, 4G, etc.), enabling the Application to be used.

2. SCOPE OF APPLICATION, PURPOSE AND AMENDMENTS TO THE TERMS AND CONDITIONS OF USE

2.1. These Terms and Conditions of Use apply to the use of the Application and the **MyPost Service** provided by POST Telecom and POST Courier. They apply to any access, consultation or use of the Service and Application by the Customer.

2.2. The Customer shall be deemed to have read these Terms and Conditions of Use and to have accepted them in full and unconditionally when using the Service for the first time.

2.3. POST Telecom and POST Courier reserve the right to amend these Terms and Conditions of Use at any time. Any new version of the Terms and Conditions of Use must be accepted by the Customer upon his subsequent connection to the MyPOST Service.

3. DESCRIPTION OF THE MYPOST SERVICE AND LIMITATIONS

3.1. The MyPost Service specifically allows the Customer (subject to technical constraints) to have access via his Terminal to the following functionalities, depending on the services to which he has subscribed, without prejudice to any changes to these features and the addition of new features:

-management of POST Courier PackUp Services
-The Service allows the Customer, once subscribed to the service, to choose the delivery location, track deliveries and receive notifications of receipt;

-subscription to services such as POST Courier holding and forwarding;

-consumption monitoring for POST Telecom products: a Customer with a Scoubido subscription can keep track of his mobile telecommunication consumption (voice, data, SMS), regularly updated, depending on technical constraints. A Customer with a POST Telecom subscription other than Scoubido can keep track of his mobile telecommunication consumption (voice, data, SMS), with an approximate 24-hour delay, depending on technical constraints: A Customer with a subscription to fixed-line telephone, Internet or TV products may keep track of his fixed-line telephone and/or Internet consumption, or the account statement of a Video On Demand TV product, according to the date of subscription as well as the various activated options, regularly updated, depending on technical constraints. The MyPost Consumption Consulting Service is made available to the Customer for his own needs and for information purposes only. The amounts listed are provided for information purposes only and do not constitute the final amounts that will appear on the invoice received by the Customer. POST Telecom cannot be held responsible in the event of any discrepancy between the amounts displayed when the Customer's consults his consumption level via the Application and the final amounts listed on the invoice received.

-Management of POST Telecom product options: The Service enables a Customer with a Scoubido subscription to manage his mobile options, namely to subscribe, terminate and monitor the options available via the MyPost Service.

4. USE OF THE APPLICATION

4.1. The Service is accessible via an Internet connection from Luxembourg national territory and from the POST network, as well as from abroad. In order to use the Service, the Customer must have an Internet connection under his sole responsibility.

4.2. The Customer takes full responsibility for his use of the Application and the Service. He remains fully responsible for any fraudulent and/or unfair use by himself, or by a third party if he tolerates or facilitates such use. He undertakes to use the Service in accordance with these Terms and Conditions of Use and any laws or regulations in force. He is advised to secure access to his Terminal via any means available.

5. PRICES AND COSTS RELATING TO THE USE OF THE SERVICE

Access to the Application and the Service, as well as its use, shall be invoiced according to the price lists currently in force, which may be consulted at www.post.lu, excluding any Internet connection costs.

6. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER

6.1. The Customer is fully responsible for his use of the Service. He undertakes to use the Service at his own risk, as well as the websites, mobile applications and other content to which reference may be made.

6.2. POST Telecom and POST Luxembourg cannot be held responsible in the event of misuse of the Service.

6.3 The Customer, in his capacity as a consumer, acknowledges that he will lose his withdrawal rights as soon as the contract has been fully executed by the professional, in the case of contracts for the supply of services and for the supply of digital content not provided on physical media.

7. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF POST TELECOM

7.1. POST Telecom and POST Courier may have to interrupt its Service, especially for maintenance reasons. These interruptions shall not give rise to any form of compensation.

7.2. POST Telecom or POST Courier may only be held responsible for the Service in the event of gross negligence or misrepresentation. Similarly, POST Telecom or POST Courier may not under any circumstances be held responsible for any indirect damage that might be incurred by the Customer during his use of the Service and/or resulting from moral, commercial or financial damage, or any action directed against the Customer by a third party; this list is not exhaustive.

7.3. POST Telecom and POST Courier may not under any circumstances be held responsible for the reliability of data transmission, access times or possible access restrictions on Internet or other network(s) to which they are connected.

7.4. POST Telecom and POST Courier shall be authorised to halt some or all of the Service provision and stop use of the Application at any time and without prior notice.

8. CLAIMS

For any question or claim relating to the Services provided, the Customer shall refer to the applicable provisions of the POST Telecom or POST Courier General Terms and Conditions of Sale applicable to the subscribed service.

9. INTELLECTUAL PROPERTY

The Application is a software package operated by POST Telecom and POST Courier. Through its use, POST Telecom and POST Courier grants the Customer a free, non-exclusive and non-transferable licence in order to access and use the Service.

POST Telecom and POST Courier are the holders of intellectual property rights (specifically copyright, trademark and patent rights) in respect of the Application and all of its constituent elements, whether visual or audio, including any underlying technology and the content made available to the Customer. It is prohibited to copy, translate, adapt, arrange, modify or distribute these elements, in whole or in part, in any way

POST Telecom S.A.

Adresse postale : POST Telecom L-2996 Luxembourg / Tél. 8002 8004 ou +352 2462 8004 / Fax +352 2792 8000 / contact.telecom@post.lu Siège social : 1, rue Emile Bian L-1235 Luxembourg / RCS Luxembourg : B43290 / TVA : LU 15558109

POST Luxembourg

Adresse postale : POST Luxembourg L-2020 Luxembourg / Tel +352 2424-1 / Fax +352 47 51 10 / contact.group@post.lu
Siège : 20 rue de Reims L-2417 Luxembourg / RCS Luxembourg : J28 / TVA : LU 15400030

whatsoever, without the prior written consent of POST Telecom and POST Courrier. Any violation of these intellectual property rights could result in civil and criminal prosecution.

10. DATA PROTECTION

Any personal data provided by the Customer via the Application as part of the Service shall be processed by POST Telecom or, where applicable, POST Luxembourg, in its capacity as data controller in accordance with (i) the applicable provisions of the POST Telecom or POST Courrier General Terms and Conditions of Sale, according to the subscribed service and (ii) the laws and regulations in force on the protection of personal data.

11. APPLICABLE LAW AND COMPETENT JURISDICTIONS

11.1. These Terms and Conditions of Use, as well as any dispute relating to the Service provided via the Application, shall be governed by Luxembourg law, to the exclusion of any conflict-of-law rules.

11.2. The parties will endeavour to settle amicably any claim or dispute that may arise between them in relation to this Application and the Service provided, its signature, interpretation, implementation and/or termination. In this context, each Party may, at any time and without prejudice to any other action, have recourse to the mediation of the "Centre de Médiation Civile et Commerciale" (or "CMCC") in Luxembourg, in accordance with its mediation regulations.

11.3. The courts of the City of Luxembourg in the Grand Duchy of Luxembourg shall have exclusive jurisdiction to settle any claim or dispute that could not be settled amicably between the Parties in accordance with the foregoing articles.

12. MISCELLANEOUS

12.1. No party shall be held responsible for any delay in fulfilling its obligations, or non-fulfilment thereof, resulting from a case of force majeure or any event beyond the scope of its normal due diligence.

12.2. Should any of the clauses of these Terms and Conditions of Use become null and void and/or not legally enforceable for the Customer as a result of legal provisions subject to public policy or a mandatory law, the clause in question shall be deemed unwritten. Nevertheless, the other clauses of these Terms and Conditions of Use shall still apply.

12.3. Without prejudice to any evidence in writing or kept on another durable medium to which the Customer has access, it shall be agreed that the IT registers kept on the POST Telecom and POST Courrier IT systems, its host provider or secure payment partner, constitute proof of communication and of all transactions between the parties. The Parties accept, in particular, that in the event of a dispute, (i) the identification used for the Service is admissible in court and shall be proof of the information and events that they imply and (ii) the connection data relating to actions carried out using the Customer's identification are admissible in courts and shall be proof of the information and events that they imply. Proof to the contrary may be reported.

12.4. Should a party fail to exercise, or be late in exercising, a right under these Terms and Conditions of Use or on account of a fault by the other party, this shall not in any way be considered to constitute, or to have the effect of, definitive renunciation by this party of the possibility of subsequently exercising this right or responding to this fault. In the same way, the partial exercise of a right does not prevent a person from exercising the right again at a later date or exercising any other right.

The present document is a free translation in English language of the French version of the "conditions d'utilisation MyPOST" for customer information only. In case of any discrepancy or contradiction between the two documents, the provisions of the French version shall prevail.