

## 1. Definitions

« **Application** » refers to the POST Luxembourg front-end software application which allows the Customer to order Cards through the Smart PostCard Service with the Customer downloading it online beforehand;

« **Card** » refers to the personalised card, of a postcard variety, created by the Customer in the Application and the Smart PostCard Service on the basis of the Illustration chosen by the Customer and printed and distributed by POST Luxembourg without an envelope, like a normal postcard. The Card shall be in the format 14.8 x 10.5 cm;

« **Customer** » refers to any natural or legal person who downloads and uses the Application with the aim of obtaining the Services;

« **Special Terms and Conditions** » refers to the current special terms and conditions relating to the Smart PostCard Service;

« **Order** » refers to any order for a Service placed by the Customer using the Application in accordance with article 5 of these Special Terms and Conditions.

« **Illustration** » refers to any item supplied online by the Customer using the Application, such as photographs, images, drawings, signs, texts or other illustrations, possibly created using their Terminal, with the aim of personalising the Card.

« **Smart PostCard Service** » or « **Service** » refers to the service provided by POST Luxembourg which enables the Customer to order, personalise and send cards from their Terminal using the Application to Luxembourg or the rest of the world via POST Luxembourg;

« **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.

## 2. Scope of application, purpose and amendments of the Special Terms and Conditions

- 2.1 These Special Terms and Conditions are applicable to the use of the Application and the Smart PostCard Service offered by POST Luxembourg, a public body set up by the Law of 10 August 1992, as further modified, having its registered office at 20 rue de Reims, L-2417 Luxembourg, registered with the Luxembourg Trade and Companies Register under number J28 (hereinafter referred to as «POST Luxembourg»). The Conditions apply to any access and consultation of the Service or the Application by the Customer, as well as any use thereof.
- 2.2 The Customer's own general conditions shall not be applicable under any circumstances.
- 2.3 The postal deliveries are governed by the «POST Courrier General Terms and Conditions» of POST Luxembourg, that the Customer may read on the site [www.post.lu](http://www.post.lu). In case of contradiction between those provisions and the Special Terms and Conditions, the latter shall take precedence.
- 2.4 When confirming his Order, in accordance with the conditions set out in article 5, the Customer is requested to read these Special Terms and Conditions and confirm his acceptance of the terms in a specific window that appears on the screen of his Terminal. By clicking on the checkbox relating to the «I accept the Special Terms and Conditions» notice, the Customer declares his unconditional acceptance of these Special Terms and Conditions and the General Terms and Conditions of POST Courrier.
- 2.5 POST Luxembourg reserves the right to amend these Special Terms and Conditions at any time. Any new version or amendment of the Special Terms and Conditions shall be effective from the moment that it is put online on the Application. Merely by continuing to use the Application or Services, the Customer is deemed to have accepted this new version or amendment. Each purchase or service carried out by the Customer shall be governed by the Special Terms and Conditions applicable on the date of the Order placed using the Application.

## 3. Description and Limitations of the Smart PostCard Service

- 3.1 The Smart PostCard Service consists in allowing the Customer, once he has downloaded the Application online onto his Terminal in the process indicated by POST Luxembourg, to create and personalise a digital postcard using an Illustration (and in particular a photo taken directly via his Terminal) that POST Luxembourg is responsible for producing by printing it in classic paper format, franking it and sending it by ordinary post to the recipient designated in the Application by the Customer.

### POST Luxembourg

Adresse postale : POST Courrier L-2998 Luxembourg / Tél. 8002 8004 ou +352 2424 8004 / Fax +352 48 12 14 / [contact.courrier@post.lu](mailto:contact.courrier@post.lu)  
Bureaux et Siège : 20, rue de Reims L-2417 Luxembourg / RCS Luxembourg : J28 / TVA : LU 15400030

- 3.2 The Smart PostCard Service is available to the Customer for his own needs and for his personal correspondence with the recipients that have the physical address given by the Customer via the Application.
- 3.3 The Smart PostCard Service is available for national deliveries to Luxembourg and the rest of the world.
- 3.4 The Application, the order process, the relationship with the Customer and the Special Terms and Conditions herein are available in four languages: in French, German, English and Luxembourgish, at the Customer's choice. However, the French version shall take precedence in matters of interpretation.

## 4. Downloading the Application

- 4.1 The Service is to be accessed via Internet. To use the Services, the Customer must (i) have an internet connection at his own expense and at his own exclusive liability, (ii) have an account, where appropriate, allowing him to download the Application from the internet site in accordance with the applicable Special Terms and Conditions and (iii) proceed to download the Application in advance from the website where this can be done. The Customer shall also ensure that his Terminal and operating system support the Application according to the system requirements specified by POST Luxembourg and/or on the site offering the Application. To use the Services, the Customer must also have a valid email address and this be set up on his Terminal.
- 4.2 The Customer is fully liable for use of the Application and the Service. The Customer in particular recognises that he may be liable, especially in cases of identity theft. He undertakes to use the Smart PostCard Service in accordance with these Special Terms and Conditions and with current laws or regulations. The Customer's attention is drawn to the fact that identity theft or identity fraud are serious offences with criminal penalties and that any conclusion of an agreement on behalf of or for the benefit of a third party by assuming the identity of that person or of a proxy of that person shall be dealt with as a criminal offence.
- 4.3 The Customer is liable for the use of his details and personal information and of the Application stored on his Terminal as well as, in general, for all acts carried out on the basis of information he has supplied to POST Luxembourg. To limit any risk of misuse in the event of theft or use by a third party, the Customer is requested to ensure by any available means (access code, etc.) that access to his Terminal is secure.

## 5. Order

- 5.1 Any Order for a Service placed online using the Application and according to the process and the sequence described below. To place an Order, the Customer must open the Application and be sure to have an internet connection.
- 5.2 The Card and the Order are personalised in accordance with the following conditions and steps:
  - (i) The Customer is asked to take a photo with his Terminal and/or to select another Illustration which would be available on the storage medium of his Terminal. This photo or other Illustration will feature on the reverse side of the Card. If necessary, the Application automatically reduces the file size of the Illustration to the maximum authorised size. The Illustration chosen and provided by the Customer must be of good enough quality to allow for the Card design. They must be of at least three (3) megapixels in order not to suffer in quality upon printing. The potential difference in quality between the Illustration provided by the Customer and the one printed on the Card may concern the colours or appearance and result from a number of factors such as the quality of the original and the Illustration provided. POST Luxembourg shall, under no circumstances, be held liable for this discrepancy or for bad printing quality below the required level of pixels.
  - (ii) The Customer shall then write the message that he wishes to send to the Recipient and to appear on the back of the postcard.
  - (iii) The Customer shall 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 the franking.
  - (iv) Confirmation of the creation of the Card by the Customer (front and back).

- (v) Confirmation of the Order: once stage (iv) is complete, the Application offers you an Order summary indicating the quantities order and the total amount to be paid (incl. taxes). The Customer is asked to check the summary and confirm the Order (or otherwise, to correct it).
- (vi) When confirming the Order, the Customer is asked to fill in his email address (identification) and choose a password. This email address will also allow POST Luxembourg to send the order confirmation once the payment transactions have been confirmed. POST Luxembourg shall not be held liable if the Customer makes a mistake when entering his email address; the Customer acknowledges that he is entirely responsible for the consequences that could arise from this. The Customer is also asked to read and accept the updated Special Terms and Conditions in advance. It should be recalled in this respect that clicking on the «I accept the Special Terms and Conditions» button implies the Customer's acceptance of the Special Terms and Conditions on the day of acceptance.
- (vii) Payment operations: the Customer is asked to proceed with the payment operations via a secure system and third party site (Ogone) and the terms and conditions described in article 7 below.
- (viii) The Order shall only be valid and effective if the payment is confirmed by the secure payment system. Any Order that is confirmed and paid in this way shall be binding and final; the right to withdraw may not be exercised, in accordance with article 9 below.
- (ix) An email confirming the transaction (with an order summary and the Order No.) and the payment itself are sent to the Customer as soon as possible at the email address given by the Customer when placing the Order (stage (vi) above).

## 6. Prices and costs connected to the use of the Services

- 6.1 It is free to download the Application online.
- 6.2 The Service and Orders are charged. The prices correspond to the current rates applied by POST Luxembourg for the Services at the moment when the Order is placed. The current rates may be consulted using the application or on the POST Luxembourg website [www.post.lu](http://www.post.lu). These may be modified by POST Luxembourg at any time, although such changes cannot affect any current Order. The price of the Service includes the postage costs to send the Card at the normal applicable rate for this kind of delivery.
- 6.3 The prices are indicated in euros, inclusive of all taxes and charges.
- 6.4 The Service and the Application can be accessed by internet just as an internet connection of any form whatsoever (Wi-Fi, 3G, 4G, etc.) is required to place any Order. The Internet connection charges are exclusively at the Customer's expense. The Customer is particularly advised to pay attention to the charges for internet connection on mobile networks, especially if the connection is made from abroad (specifically, possible roaming charges).

## 7. Payment

- 7.1 The payment is made via a trusted third party server and POST Luxembourg partner (Ogone).
- 7.2 The amount of the Order is debited once it is validated and on completion of the transfer of the postcard of the Customer's terminal to the POST Luxembourg 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.
- 7.3 When paying for the Orders, the Customer's bank details are sent securely to the payment server (Ogone and/or any other payment body that can be accessed via the secure site) and this manages the banking transactions. The bank details are used exclusively for the payment transaction. They are not stored in the Application.

## 8. Distribution of the Card

- 8.1 Once the Card has been sent to POST Luxembourg using the Application and then printed, it will be forwarded by POST Luxembourg like any franked postcard, in line with current POST Luxembourg pricing for this kind of mail and in accordance with the conditions mentioned in article 2.3 above. The postage cost of the Cards is included in the price

paid by the Customer for each Order. If the Order is placed before 2 p.m. on a working day, it shall still in principle (with due care) be sent in the postal round on the same day.

- 8.2 The Cards are delivered to the recipient's address specified in the Customer's Order.
- 8.3 POST Luxembourg reserves the right to refuse to make a delivery or honour an Order from a Customer who has previously not fully or partially settled an Order, or with whom there is an ongoing payment dispute.

## 9. No right to withdraw

In accordance with article L. 222-9 of the Consumer Code, amended by the Act of 2 April 2014, the Customer accepts under these circumstances to lose his right to withdrawal from the Services, on the basis of the fact that under [(7) of the aforementioned article], the POST Luxembourg Service is not provided on a tangible medium and that it is executed from the moment that the Order is placed..

## 10. Rights, Obligations and Responsibilities of the Customer

10.1 The Customer is fully liable, both from a civil and criminal point of view, for the Illustrations and other content sent to POST Luxembourg via the Application as part of the Service. The Customer is free to choose the Illustrations, content and texts sent to POST Luxembourg but is prohibited from storing, downloading or sending via the Application any prohibited, illicit or illegal data, imagery, photo, illustration, text or file which is contrary to public policy or to accepted principles of morality and decency and/or violates and/or is liable to violate the rights of third parties or of POST Luxembourg.

10.2 In particular, it is prohibited for the Customer to store, download or send any photo, illustration and/or message which could:

- (i) constitute incitement to crimes and offences; provocation of discrimination, hatred or violence on the grounds of race, ethnicity or nationality; championing of Nazism or terrorism; questioning of the existence of crimes against humanity; compromising of the authority of justice and of 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 insult; invasion of privacy; or other acts putting minors at risk; as well as any file intended to display forbidden objects and/or works, and so on;
- (ii) undermine the image of POST Luxembourg or generally reproducing trademarks or distinctive signs of POST Luxembourg without authorisation;
- (iii) violate current regulations on the prohibition to distribute pornographic or obscene images or images liable of offending human dignity (bearing in mind, in particular, that the postcard shall be printed and sent without an envelope);

10.3 The Customer acknowledges that the Illustrations used for the Service are not subject to any claims and, in particular, may not save or send files which infringe the property rights of other people, such as texts, images, commercial secrets, internal or confidential information, and so on. The Customer shall not use Illustrations or photos which reveal the private or personal affairs of any person without their express prior consent. The Customer undertakes to ensure that each person represented has given their consent for the usage and distribution of their image.

10.4 The Customer undertakes to compensate POST Luxembourg in full for all the miscellaneous costs and damages (including lawyer fees) charged to it as a result of complaints and/or actions initiated by third parties based on the violation of their intellectual property rights and/or a prejudice that was caused by the Customer's violation of the aforementioned conditions.

10.5 The Customer confirms that he has full liability for duplicates of the Illustrations or files sent via the Application and recognises that POST Luxembourg does not bear any liability for the loss of the files relating to the original Illustrations.

10.6 The Service is reserved to individual customers for strictly private usage. The Customer may not claim any invoice. The Customer expressly commits not to use the Service for any commercial or professional purposes without the explicit prior consent of POST Luxembourg. POST Luxembourg cannot be held liable for abusive use of the Service, particularly if the Customer sends an excessive quantity of cards to recipients.

## 11. Rights, Obligations and Responsibilities of POST Luxembourg

11.1 With regard to private correspondence, the Customer is explicitly notified that POST Luxembourg does not exercise any control of files transmitted as part of the use of the Service. However, the Customer acknowledges that, if POST Luxembourg is alerted by a third party and/or in any way whatsoever of the illegal nature of content transmitted via the Service, especially in

reference to the provisions provided in article 10, POST Luxembourg may file a complaint and/or pass on these contents to the competent judicial or regulatory authorities which will subsequently handle them. POST Luxembourg also, depending on the legal classification of the disputed faults, reserves the right to cancel the Customer's access to the Service at the root of the contentious content and reserves the right to seek remedy through all appropriate legal means.

11.2 Without prejudice to the generality of clause 12.1, POST Luxembourg reserves the right, at its own discretion, to refuse to produce Cards on the basis of Illustrations which do not meet the conditions mentioned in articles 10.1 to 10.3 above, without this refusal being deemed to be a contract refusal or non-compliance with its contractual obligations.

11.3 The Customer is aware of the fact that the final version of the Card may differ from the Illustration that the Customer sent via the Application in terms of quality or the position of the Illustration and accepts that the quality of the final version of the Card depends on the Illustration that he sent and/or may be different. POST Luxembourg shall not replace nor provide compensation for cards considered by the Customer to be of unsatisfactory quality.

11.4 POST Luxembourg may have occasion to suspend its Service, especially on maintenance grounds. These interruptions shall not give rise to any sort of compensation.

11.5 The Customer is informed that the Cards may be sent to unintended recipients if the address given by the Customer when placing the Order was incorrect. In this case, POST Luxembourg shall not be held liable if Cards are mistakenly sent to a third party who was not the recipient that the Customer intended.

11.6 POST Luxembourg can only be held liable for the Service in the event of gross negligence or fraud. Similarly, POST Luxembourg can in no case be held liable for any indirect damages which the Customer or the recipient may incur during the provision and usage of the Service and/or moral, commercial or financial damages and action directed against the Customer by a third party, and so on.

11.7 POST Luxembourg shall not under any circumstances be held liable for the reliability of the data transmission, access times or possible access restrictions on the Internet network(s) connected to it. POST Luxembourg shall 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, for transmission errors or problems associated with the security of transmissions or in the event of faults, especially of the recipient's equipment.

11.8 POST Luxembourg may at any time subcontract to a third party all or part of the Services, including for the printing, franking and delivery, without the Customer's prior consent. In case of subcontracting, POST Luxembourg nevertheless remains liable at all times for the proper performance of the Services in respect of the Customer.

11.9 POST Luxembourg is authorised at any time and without prior notification to discontinue the Services and stop the usage of the Application, without this having any influence on current Orders that are validly received by POST Luxembourg prior to this and which shall be executed in accordance with these Special Terms and Condition.

## 12. Claims

12.1 To avoid any late claims, and especially to allow POST Luxembourg to retain all evidence, the Customer shall send POST Luxembourg any claim relating to the Service within 30 days of the occurrence of the event capable of engaging the liability of POST Luxembourg. This notification should indicate precisely the mistakes, failings or delays identified and, where the claim concerns a specific Order, the Order number. POST Luxembourg undertakes to process the Customer claim as of the moment that the request is received by telephone at the Smart PostCard Customer Service on +352 40 88 88 40, by a simple stamped letter sent to POST Philately, 13, rue Stümper, L-2992 Luxembourg, via the website [www.post.lu](http://www.post.lu) or the email address [contact.philately@post.lu](mailto:contact.philately@post.lu).

12.2 Filing a complaint does not free the customer from the obligation to pay.

12.3 In the event of a complaint which cannot be settled on the basis of this article, the Customer may apply to the Institut Luxembourgeois de Régulation (the regulatory authority of Luxembourg) at 17 rue du Fossé, L-1536 Luxembourg; postal address: L-2922 Luxembourg.

## 13. Intellectual Property

The Application, and all the elements thereof, whether visual or sounds, and including the underlying technology and content provided to the Customer, are protected under copyright, trademark or patent law. It is prohibited to copy, translate, modify or distribute all or part of these elements in any way whatsoever, except with the prior written consent of POST Luxembourg. Any violation of these intellectual rights could result in civil and criminal prosecution.

The application is software of POST Luxembourg. By downloading it, POST Luxembourg grants a user licence for this software for free, indefinitely and non-exclusively.

The intellectual property pertaining to the Illustrations transferred by the Customer shall be considered to be acquired by the Customer until proof to the contrary.

## 14. Data protection

The personal data that you communicate to us using the Application shall be handled by POST Luxembourg, which is responsible for processing this information in line with current applicable laws and regulations, especially those on data protection (this includes the amended act of 2 August 2002 on the protection of persons with regard to the processing of personal data) with the purpose of delivering Services in accordance with the Orders.

The personal data collected shall be processed exclusively for the purpose of carrying out this service and/or legal obligations efficiently and shall be kept for as long as necessary. The data may be communicated to one of the companies of the POST group or to subcontractors or third parties for the purposes set out above or for prevention, research and the prosecution of offences.

At all times, you shall have the right to access, correct and delete your personal data. In this last case, the service cannot be performed. Your request shall be made in writing with a copy of your identity card sent to: POST Philately, 13, rue Stümper, L-2992 Luxembourg, or by using the link or the address which will be communicated to you for these purposes in subsequent communication with POST Luxembourg.

Personal data may be handled by POST Luxembourg for the purposes of marketing postal products and services related or complementary to the current service, but also personalised with or subsequent to other products or services issued and/or distributed by POST Luxembourg and/or by other entities of the POST Luxembourg group, unless you object to this in writing with a copy of the identification card to the address indicated above. If this marketing is done by email, each email for the purposes of direct marketing for products or services similar to the current service shall provide the possibility of refusing without charge for your email details to be used.

## 15. Applicable law and competent jurisdiction

15.1 These Special Terms and Conditions, as well as any Order of Services carried out using the Application shall be governed by and interpreted in accordance with the laws of Luxembourg.

15.2 The Customer recognises and accepts that the courts of the city of Luxembourg in the Grand Duchy of Luxembourg alone shall be competent to settle any claim or dispute which could not be settled amicably between the Parties.

## 16. Miscellaneous

16.1 Neither party shall be held liable for a delay in complying with their obligations or for failing to do so as a result of events not subject to their strict liability or as a result of strikes, lock out, work stoppages or any other collective work conflict, disruption in the provision of required power sources, death or incapacity of persons qualified to fulfil the necessary tasks for one of the parties, etc..

16.2 If, as a result of legal provisions subject to public policy or a mandatory law, one of these Special Terms and Conditions becomes null and void and/or not legally enforceable for the Customer, it shall be treated as not written. The other clauses of these Special Terms and Conditions, shall, however, still apply.

16.3 Without prejudice to any evidence in writing or kept on another lasting medium to which the Customer has access, it is agreed that the IT registers kept on the POST Luxembourg IT systems, its host provider or secure payment partner, are proof of communication, of the content of Orders 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 relative 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. The opposite proof cannot be presented.

16.4 If a party fails to or is late in exercising a right under these Special Terms and Conditions or on account of a fault by the other party, this may not be considered as or have the effect in any way of this party's definitive renunciation from subsequently enjoying this right or making a claim. In the same way, the partial exercise of a right does not prevent a person from later exercising the right again or exercising any other right. The rights stipulated in these Special Terms and Conditions are cumulative and not exclusive of any other right stipulated by the laws and regulations applicable to these Special Terms and Conditions.

## POST Luxembourg

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