

1. Introduction

- 1.1. These Special Terms and Conditions supplement or add further details to the General Terms and Conditions of POST Courier, which the Parties agree to apply to this Subscription Service as if they were those of POST Philately, with the exception of the provisions clearly specific to POST Courier.
- 1.2. The terms in initial capitals should be understood as defined below or, by default, in the aforementioned General Terms and Conditions.
- 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

"Creation": the personalised card or stamp based on an Illustration using the Site, in accordance with these Conditions;

"Illustration": the elements that you transfer to or use on the Site (photographs, drawings, signs or texts), in order to make your Creation;

"MengPost": the Service provided by POST Philately which allows you, via the Site, to upload or use Illustrations in order to make, personalise and order your Creations;

"POST Philately": the service responsible for the MengPost Service, established at 13, rue Robert Stümper, L-2992 Luxembourg, which is a service of POST Luxembourg, a public establishment created by the amended Law of 10 August 1992.

"Site": the POST Philately website(s) accessible at www.postphilately.lu, www.eservices.lu, www.mypost.lu, www.meng.post.lu, (or any other address duly communicated by POST Philately), on which the MengPost Service and all other POST Philately Products and/or Services are available.

3. Registration

To benefit from MengPost, you must already have a Customer Account for POST Courier Services (e.g. PackUp, Holding and redirection) or create an Account via the Site by following the instructions.

4. Usage

- 4.1. By default, your Creations are made with a standard border, or without it, should you choose this option.
- 4.2. You can personalise the edges of the small (8 stamps) or large (20 stamps) sheets with your own visual theme that you can either upload or choose from a selection on the Site.
- 4.3. You can choose the price of the stamp or Postage to be associated with your Creation from a predefined list.
- 4.4. The Illustration and the text submitted for the personalised stamps are printed on a sticker that you select during the creation process.
- 4.5. The Illustrations appearing on your Creations will, whatever the format chosen (horizontal or vertical), have the following dimensions: 39.20 mm x 27.50 mm for personalised stamps and 105 mm x 148.5 mm for

personalised cards, or any other dimension specified by POST Philately.

- 4.6. You can include text and/or the contact details of your Recipient(s) on your creation.
- 4.7. Creations that do not include the contact details of the Recipient(s), made with a minimum of eight personalised cards per order, may or may not include a Postage sticker as you wish.
- 4.8. Cards with the contact details of the Recipient(s) sold individually include a Postage sticker.
- 4.9. Creations that include the contact details of the Recipient(s) will be sent to them directly by POST Philately ("uncovered", i.e. without an envelope).
- 4.10. The final versions of your Creations may differ slightly from the Illustration, in terms of the quality or position of the Illustration and you remain solely responsible for the layout of your Creation.
- 4.11. Consequently, you recognise and expressly accept that (i) the quality of your Creations depends on the technical quality of the Illustration, (ii) the quality and/or positioning of your Creation may be slightly different from your Illustration in terms of rendering, and that (iii) POST Philately will not replace or reimburse Creations whose quality or layout you consider to be unsatisfactory.

5. Delivery

- 5.1. The costs of sending and distributing the creations that you order are borne by POST Philately.
- 5.2. POST Philately will do its best to deliver your Creations within eight working days of confirmation of the order and within a maximum of 30 days.

6. Invoicing

- 6.1. For each order, you should consult the rates in force for making the Creations ordered.
- 6.2. POST Philately reserves the right to (i) fix a minimum quantity of Creations per order and (ii) refuse orders if previous invoices remain unpaid.
- 6.3. Without prejudice to Article 8, POST Philately remains the owner of the Creations until the order(s) has/have been duly paid.
- 6.4. Ordering via the Site requires payment by credit card via a secure server, subject to any restrictions.
- 6.5. The small and large sheets are made and delivered for the respective price of 8 and 20 times the price of Postage applicable to the envelope of a letter of the weight of the chosen category, increased by the price of making the personalised ATM stickers (according to the current Price List in force on the Site).
- 6.6. POST Philately will invoice you for personalised cards at the cost of making the card and, where applicable, the cost of sending a postcard to the chosen destination, according to the Price List in force on the Site.

7. Right of withdrawal

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 L. 222-9 (7) of the Consumer Code that cannot be exercised,

since the Creations are digital content personalised according to your specifications.

8. Intellectual Property

- 8.1. You certify that you have the rights and/or have made the necessary arrangements with the holders of the rights to use and reproduce the Illustration that you upload. Therefore, you certify that you have the express and special authorisation of the holder of the rights to the Illustration and to the use made of it, more particularly its reproduction and distribution.
- 8.2. Where applicable, POST Philately reserves the right not to honour your order if there is any doubt over the ownership of the necessary rights and authorisations and if, despite the express request of POST Philately, you refuse to produce proof of these rights/agreements.
- 8.3. POST Philately reserves the right to refuse, without having to justify its refusal, any order likely in particular to (i) infringe the rights of third parties, the regulations in force, public order and/or morality, (ii) have a connection with a celebrity whose representation is used for commercial advertising or cultural, political or religious promotion.
- 8.4. Furthermore, you undertake to compensate POST Philately in full for all miscellaneous costs and damages (including reasonable lawyers' fees) charged to it and resulting from complaints and/or actions initiated by third parties based on the violation of their rights and/or any damage caused to them by your Creation.
- 8.5. You expressly agree that the Illustration and the text that you communicate to POST Philately for printing on the Creations are not covered by the confidentiality of correspondence defined by the Constitution of the Grand Duchy of Luxembourg.
- 8.6. When an order is rejected for one of the above reasons, you will receive the amount already paid, less any possible administrative costs, within 30 days.

9. Complaints

- 9.1. To avoid any late complaints, and especially to allow POST Luxembourg to retain all evidence, you should notify POST Philately of your complaint relating to the MengPost Service within thirty (30) days of the occurrence of the event in question. 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 Customer complaints as of the moment that the request is received: by telephone at MengPost Customer Services 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 or via email at contact.philately@post.lu.