

BRINGME TERMS OF USE

Version 9.18

These Terms of Use apply to any use of Bringme, including each visit to the Bringme Website.

Please read these Terms of Use carefully and accept them before downloading the Bringme app and/or using Bringme.

In these Terms of Use we write certain words with a capital letter. In this case they have a specific meaning. You can find this meaning at the end of these Terms of Use under "Definitions".

ARTICLE 1. BRINGME

These Terms of Use emanate from Bringme (Ertzberg/CVBA), established in Belgium, 3000 LEUVEN, Bondgenotenlaan 138 and registered at the Crossroads Bank for Enterprises under number BE0403.551.672 (RPR Leuven: email: helpcenter@bringme.com, tel.: +32 78 35 36 60.

ARTICLE 2. USE OF BRINGME**2.1. WHAT SERVICES ARE PART OF BRINGME?**

The services we provide under the name Bringme are non-exhaustively described in the user instructions and in an explanation that can be found in the Bringme app and on the Bringme website.

Bringme is subject to continuous development and improvement and can be modified, extended and limited.

By using Bringme you indicate above all that you want to receive, return, ship and exchange Parcels easily and discreetly, in a way that protects your privacy. This means, without disclosing the content of the Parcels with your colleagues, neighbours and employer. Consequently, Bringme guarantees that it will not disclose these details to third parties, unless such disclosure is made in strict accordance with these Terms of Use and/or the Privacy policy.

By putting Bringme in front of your name when you order, you instruct the Courier/Supplier to deliver the Parcel directly to the Bringme Box and not to the reception or post room or other delivery options.

The smart Bringme Box is divided into separately accessible and lockable compartments, and can accept or deliver Parcels on your behalf with a digital acknowledgment of receipt.

For the delivery of Parcels in and the collection of Parcels from the Box by third parties, Bringme only acts as an intermediary between you, the Merchant, the Supplier, the Shipper and/or Addressee. The transport of the Parcels to be delivered to or collected from a Bringme Box is only subject to the agreements between you, the Supplier, the Shipper, the Courier and/or Addressee. Bringme is not involved with the agreement, unless explicitly specified otherwise.

2.2. HOW CAN YOU USE BRINGME

You can use Bringme on your mobile device or computer by using the Bringme App which you access with your account created after Registration with Bringme.

To use the Bringme App mobile you must have a compatible mobile phone or handheld device, internet



access, and the necessary minimum software requirements which can be found in the App Store or Google Play.

To use the desktop version of the Bringme App you must have a compatible computer with internet access.

To have Parcels delivered in a Bringme Box you must have access to an Activated Box (see below) and put Bringme in front of your name on the entry field of the Web shop/Supplier and use the address of the Box with which you are connected.

You can find more information on the Bringme Website and in the Bringme App.

2.3. LIMITATIONS ON THE USE OF BRINGME

You agree:

- to only use and download your Account and Bringme yourself and for your own personal use and you will not use or access Accounts of other Users;
- to carefully choose a safe password for your account, to ensure it is not reasonably ascertainable by others;
- to maintain the security and secrecy of your Account login data at all times and to prevent others from accessing your Account using devices belonging to you. You will be fully responsible for all resulting damage if third parties gain access to your Account with your login data or gain access to a device you use to operate your Account, if you did not respect these obligations;
- not to disrupt the correct functioning of Bringme;
- not to attempt to harm Bringme (including the Bringme Website, Bringme App and the Box) in any way;
- not to copy or distribute the Bringme App or other Bringme Content without the prior written permission of Bringme;
- not to use Bringme with incompatible or unapproved devices;
- to comply with the applicable laws of your home country and of the country, state and the location where you use Bringme and your location during your usage of Bringme;
- not to use Bringme with the intention to harm, cause discomfort or cause inconvenience of any kind to a third party or in any way that can reasonably lead to such consequences;
- not to use Bringme to send spam or other duplicated and/or unsolicited messages or Parcels to third parties in violation of applicable laws;
- not to use Bringme to send or store any incriminating, obscene, threatening, defamatory, or otherwise improper or illegal material, including material harmful to children and material that violates the rights of privacy of third parties;
- not to send or store material using the Bringme App or Website that contains application viruses, worms, computer Trojans, source codes, files, scripts, tools or malicious programs;
- not to attempt to gain unauthorized access to Bringme or to systems or networks connected with Bringme;
- not to interfere or disturb the functioning and the integrity of Bringme or the data it contains.

ARTICLE 3. THE BRINGME BOX

3.1. USE OF THE BOX

A Box always belongs to a Box Owner.

A Box is either publicly accessible ("Public Box"), or only accessible for those with explicit permission of the Box Owner ("Private Box").

If it is a Private Box the Box Owner is entirely free to decide at his own discretion to allow you to use it (or not).

If a Box Owner gives you consent to use his Private Box, you can activate his Private Box in your Account, after which it becomes an “Activated Box”.

A Public Box is accessible for everyone who may and can use the Bringme App without explicit permission from the Box Owner being required. Before being able to use the Public Box, this must also be activated via your Account.

You are aware as a user and you expressly agree that:

- a Box can only be used through Bringme;
- you can only use a Box after it has been activated;
- you can only use a Private Box when you have been given explicit permission for this by the Box owner;
- no Box Owner is required to grant you permission to use a Private Box;
- the Registration and use of Bringme do not entitle you to use a (certain) Private Box;
- the Box Owner may deny/withdraw your permission to use a (formerly) Activated Box at all times in accordance with the agreements reached between you and the Box Owner, to which Bringme is not a party.

3.2. RULES FOR THE USE OF THE BOX

You will always use a Box strictly in compliance with these Terms of Use. Additionally, when using the Box you must always comply with and respect the rules imposed by the Box Owner for the use of the Box in question.

Furthermore, you must always respect the conditions set out elsewhere in these Terms of Use (including, without limitation, those set forth in Article 2.3) and the following conditions, which prevail over the conditions as imposed by the Box Owner:

- i) You can only use the Box through Bringme.
- ii) You will only use the Box to exchange Parcels (receive, return, send, pick up or exchange). You may not use the Box as storage space unless the ‘store’ function is available on the Box.
- iii) You are personally responsible for all costs connected to your order, when you order you need to specify your personal address data as invoice address (and therefore not the address of the Bringme Box with which you are connected).
- iv) Use of the Box is prohibited for Parcels with content that is contrary to the law, that is potentially dangerous and/or that may damage the Box, including, but not limited to:
 - a. hazardous substances, chemicals, explosives, flammable or radioactive materials;
 - b. perishable goods;
 - c. drugs, narcotics and psychotropic substances;
 - d. weapons;
 - e. livestock;
 - f. objects, documents or substances in general the import, export, distribution, circulation, use or possession of which are prohibited by law;
 - g. objects which due to their form, nature or packaging may be dangerous and can contaminate or injure/damage people, the Box or goods of third parties,
 - h. matters which are subject to criminal law or criminal law provisions which sanction infringements of special laws,
 - i. all substances, including liquids, that present a leakage risk or risk to create odour nuisance.

- v) Notwithstanding the above you can use the Box for perishable and chemical goods insofar as these:
- a. fit into normal household use;
 - b. are resistant to the conditions in which they are kept in the Box, taking into account the transport to and/or from the Box;
 - c. are properly packaged to avoid the risk of leakage, odour nuisance and any form of pollution.

The use of the Box for Parcels containing perishable goods is at your sole risk and without any liability on our part or on the part of the Box Owner. You are solely responsible for all damage to or caused by such Parcels.

Bringme guarantees in no way whatsoever that the refrigerated compartments (which can be part of a Box) will maintain a certain temperature. Under no circumstances can Bringme be held liable for the maintaining of a constant temperature, the breakdown of this cooling (as a result of a power failure at the Box Owner), or other causes attributable to the Box Owner.

- vi) Parcels must meet the dimensions as specified in the instructions for use and in the App. Each Box has compartments in sizes S, M, L and XL. Depending on the configuration the Box can also have an XXL compartment.

If Parcels exceed the maximum dimensions of the compartment they cannot be delivered to the Box. It is your responsibility to ensure that the Shipper and the Supplier make sure that their Parcels are compliant hereto.

- vii) Parcels exchanged through the Box may not weigh more than 30kg.

These conditions are minimum requirements. The Box Owner cannot alleviate them, but he can impose additional or more stringent requirements for the use of his Box.

If a Parcel violates one or more of the above conditions, we always have the right, notwithstanding the right of the Box Owner, to inform the competent authorities, as decided at our discretion, to:

- refuse the pickup and/or the delivery of the Parcel;
- suspend the treatment of the Parcel;
- destroy it (or have it destroyed) if it is harmful or dangerous to people or property;
- refuse its delivery to the Box;
- remove it (or have it removed) from the Box.

ARTICLE 4. DELIVERY VIA THE BOX

4.1. INSTRUCTION TO DELIVER IN THE BOX AND AUTHORISATION OF DELIVERY

The delivery of Parcels by third parties in the Box on your request (by putting Bringme in front of your name when you order) is considered to be a delivery to you in person. With this request you also expressly require the Supplier to respect your privacy and thus, to deliver the Parcel in the Bringme Box. The Supplier can only deviate from this under the conditions defined in these Terms Of Use.

You expressly acknowledge that the Shipper, the Supplier and any person who must deliver (or has delivered) a Parcel to you:

- has fulfilled his obligation to deliver by correctly delivering the Parcel to the Box designated by you,
- may process your personal data in so far required to deliver to you in the Bringme Box.

When a Parcel was delivered in a compartment of the Box, the placement of the Parcel is detected by the Box, the door of the compartment is closed and locks correctly, a digital receipt is automatically created. The time of creation of this receipt, is considered the time at which the delivery of the Parcel took place.

The receipt is available to the Supplier (depending on his preferences and his relation to Bringme):

- via a QR code and a numeric code that appear on the display of the Box at the moment of delivery;
- possibly by email,
- possibly via a notification in the Bringme App of the Supplier or any application developed by Bringme that is used by the Supplier and is connected to the Bringme App.

You acknowledge that this (digital) receipt can be invoked by the Supplier and the Shipper as proof of delivery of the Parcel to you.

This article does not affect your right to invoke the non-compliance of a Parcel delivered in a Box.

You are aware that in principle you cannot receive any registered items, Parcels with import or taxes with import duties, nor Parcels sent cash on delivery in the Box. You can only have letter post delivered in the Bringme Box when you have a private letterbox in the Box.

4.2 WHAT IF DELIVERY IN THE BOX IS NOT POSSIBLE?

If a Parcel cannot be delivered to a Private Box (for whatever reason, e.g. because the dimensions do not meet the requirements or the Box is full), the Supplier will (unless otherwise agreed between you and the Supplier) in principle act in conformity with its own policy and e.g. hand over the Parcel at the reception of the Box Owner to the extent this is possible (reception must be present and the Box Owner must give permission for this) or (if appropriate) hand it over at another location as specified on the interface of the Box itself (as determined by the Box Owner). You give explicit permission for delivery to take place in this way in this situation.

If the abovementioned is not possible for whatever reason, or when this is a Public Box, the Supplier may deliver this Parcel to your address (specified in your Account) or contact you to make an appointment to proceed with delivery (e.g. in another Activated Public Box near you). You then give us the right to disclose your address, , email address and telephone number as specified in your Account to the Supplier (but we are not obliged to do so).

4.3. PICKUP/REMOVAL OF THE PARCEL

You agree to not block/occupy a compartment, appointed to you for a Transaction, in a Box for a longer period than is required to allow proper and reasonable use of Bringme by yourself and by your co-Users.

You will remove or arrange a pickup for each Parcel delivered to you or placed by you for pickup in the Box within 3 calendar days after reservation. The Box Owner can impose terms that take priority over this.

If the Parcel is not removed in time,

- we will remind you via the App that a Parcel needs to be picked up immediately
- if the Parcel is not removed after this reminder, the Box Owner and Bringme are entitled to (have) the Parcel removed from the Box and to take it into custody.

The parcel can then:

- i) be made available to the Box Owner,
- ii) the Parcel may be returned to the Shipper or sent to your home address as known in our data,

- iii) or, if the above is not reasonably possible or feasible, it can be permanently removed or destroyed.

The storage fees, the shipping cost and (if any) the destruction costs will be payable by you. If the Parcel is taken into custody by us, you will only be able to receive it against payment of these costs.

ARTICLE 5. SHIPMENT VIA THE BOX - SEND

5.1. USE SEND

With 'send parcels' you can create send labels of certain Couriers via the Bringme App which you can then print and use to frank your parcels in accordance with the possibilities as specified in the Bringme App.

Via the Bringme App you must make the correct address data of the recipient(s) available to us. After receipt of this data, the digital send labels will be made available to you as soon as possible.

The specified delivery periods of the Courier in question (track&trace) should not be considered as binding deadlines.

Companies are able to use this service via their Business Account.

5.2. YOUR OBLIGATIONS

You have to make sure to send us all the data on time, which we indicated is necessary or in all reasonableness you should know are necessary to execute the agreement.

- You are responsible for equipment and other accessories, such as a printer and an internet connection, which are required to use the Send services.
- If you make data available to us, they must comply with the specifications we prescribed.
- You will inform us immediately about facts and circumstances that could be important in the performance of the agreement.
- You safeguard us from any third-party claims, who suffer damage following the performance of the agreement and which is attributable to you.
- You will provide every co-operation to us which in all reasonableness can be expected from you for the delivery of the Send services.
- If you do not meet your obligations specified in this article, all costs we need to incur because of it are payable by you.
- If you are a company you make sure that only people who are authorised to make the required payment, have access to the Business Account.
- To be sent via Send, parcels must comply with the requirements as specified via the following link: <https://help.bringme.com/hc/en-us/sections/115001299369>.

5.3. BRINGME'S OBLIGATIONS

- Bringme is only obliged to perform the agreement if you provided the data and information required by Bringme, in the form and in the way as wanted by Bringme.
- Bringme is not liable for possible damage because you wrongly used the send label.
- Bringme is not liable for possible damage to the product, to other matters or to people following, for instance, wrong, inexpert use or use in violation of the instructions of the product. Under no circumstance is Bringme liable for damage, which is due to or was caused because you used the send label for another purpose than what it is meant for.
- If you or a third party makes changes in the delivered product, Bringme excludes every liability vis-à-vis the operation and possible (consequential) damage.

- Under no circumstance can Bringme be held liable if unauthorised third parties use the login codes of the Business Account.

5.4. PAYMENT SEND

The price of the send labels is the price indicated on the Bringme App at the time of ordering.

Rates can always be modified, it is always the rate specified at the time of your order that applies. The prices are based on the existing prices, salaries, taxes, duties, charges, freight and prices of our Couriers and intermediaries. We always have the right to change our prices if aforementioned price factors change. In this case, you will be notified in advance. If you do not want to accept the adjusted prices, you are free to no longer use our Send services.

Prices are, when this is not clarified, always inclusive of VAT for consumers and always exclusive of VAT for non-consumers.

Private Users will immediately have to pay the send label via the Bringme App before receipt.

If you did not choose the correct send label and a supplement needs to be paid because the Parcel was not enough franked, you are solely responsible for this and Bringme will recover this cost from you. This supplement needs to be paid to Bringme within 14 days.

If you are a company with a Business Account, you will receive your monthly invoices afterwards. If in the sorting it is apparent Parcels were sent via the Business Account that were not franked enough, the surcharge will be charged to the Client via the aforementioned invoice.

All invoices are payable within 15 days after the invoice date.

In case of late payment the following are owed on the outstanding amount legally and without requiring a notice of default:

- a delayed interest calculated at the legal interest rate applicable to commercial transactions increased with 2 percent; and
- fixed damages calculated at 15%.

If your company moves or your shipment address, your invoice address or email address change, you need to provide your new data to us in writing as soon as possible beforehand.

ARTICLE 6. PICK UP VIA THE BOX - COLLECT

6.1. USE COLLECT

If your Box is provided by the Client with a Collect contract, franked Parcels, free returns (already franked) to be sent to web shops specified in the Bringme App as well as franked letters (with the exception of registered shipments) can be sent by depositing them in the Bringme Box.

6.2. YOUR OBLIGATIONS

Your Parcel must:

- be correctly franked to be sent via the Courier in question;
- packaged in compliance with the guidelines of the Courier, and particularly, in a sturdy, carefully wrapped, rip-proof parcel that is suited for transport and/or storage, and which can withstand moderate weather conditions;
- meet the terms and conditions for using the Bringme Box (dimensions depending upon the Bringme Box, maximum weight of 30 kg, and does not contain any hazardous, flammable, or perishable substances, etc.).

Make sure that your own name and address are always clearly stated on the parcel as the sender.



When picking up a Parcel, the Courier will not check if this meets its requirements. The Collect Parcels are picked up on fixed days during the week by the Courier within a certain time span. You are aware that the Courier can only collect the parcel from the Box during the hours that this Box is accessible to the public.

6.3. WHO SHIPS MY PARCEL?

Bringme does not provide any transport services itself. Via Collect we put you in contact with Couriers you can contract to directly ship Parcels to your Recipients from the Box. We do not act as a transporter but only make our App and Box available to you and the Courier to carry out this shipment. Bringme does not act as an agent of these transport companies (Couriers) nor is it responsible for this transport service, except if explicitly specified otherwise.

The shipment of a Parcel via Bringme is therefore only subjected to the applicable conditions of the Courier in question, which you can find here: <https://help.bringme.com/hc/en-us/articles/360008957974>. On accepting the current Terms of Use you also agree with the separate Collect conditions of every Courier, which are part of the current Terms of Use. Every change to the Collect conditions of the Courier shall be in accordance with article 9.3.

Except if explicitly specified otherwise in the aforementioned conditions, Bringme is therefore not responsible for the good shipment and handling of your shipment once the Parcel has been picked up from the Box. The responsibility and liability are exclusively with the Courier, in conformity with its applicable conditions.

ARTICLE 7. USE OF THE BOX WITH THE BRINGME KEY

7.1. PRINCIPLE AND OPERATION

You can use the Bringme Key to automatically identify yourself at an Activated Box. Holding the Bringme Key near the screen of a Box means you are automatically registered and you gain access to the Box without further identification.

To be able to use the Bringme Key you must activate it through the Bringme Box according to the steps mentioned. To be able to activate the Bringme Key you must have an Account and an Activated Box.

The Bringme Key remains Bringme's property at all times, you only obtain a right of use on it.

7.2. USE - CARE

You are aware that an activated Bringme Key gives third parties access in your name to your Activated Box without any controls.

You must accordingly ensure that it does not fall into the hands of third parties and any use by third parties is your exclusive responsibility.

If you lose the Bringme Key or if it is damaged and as a result is unusable, you must deactivate it using the Bringme App according to the steps as mentioned, or, should this not be possible, by contacting us.

ARTICLE 8 - PAYMENT

8.1. HOW MUCH DOES BRINGME COST?

Bringme is a freemium model with free basic functionality and paying advanced (premium) uses.

For the use of the premium services you pay the price as provided in the Bringme App, according to the conditions applicable to these services (see Send for example).

8.2. MODIFICATION OF OUR RATES

We have the right to change the rates applicable for the use of (the whole or any part of) Bringme in the future, including subjecting (some or all) parts of Bringme, which are free, to payment.

Except when otherwise specified for a particular service in these Terms of Use, every rate change is subject to the rules applicable to the modification of these Terms of Use by Bringme, as stipulated in Article 9.3.

Rates are always in Euros and specify the applicable VAT separately. If nothing is specified, the rates for consumers are VAT included and for non-consumers VAT excluded.

ARTICLE 9. AGREEMENT

9.1. HOW IS AN AGREEMENT CONCLUDED BETWEEN BRINGME AND YOU?

By creating an Account (through Registration) you conclude an Agreement with Bringme. During Registration you are required to provide the requested personal information to us, including your mobile phone number and email address.

After having successfully completed the Registration, you have a personal Account. You can and may only use Bringme when you have an active Account.

To use Bringme you must (cumulatively)

- be 18 years or older (if you are a natural person),
- have full legal capacity,
- have the right under the legislation to which you are subjected to reach this Agreement and to use Bringme.

9.2. NO OBLIGATION TO EFFECTIVELY USE BRINGME

There is no obligation for you to actually use Bringme after registration.

If, however, you do not use the services of Bringme for six consecutive months, we can delete your Account. We will inform you of this with the notification that your Account will be removed if you do not request us to keep it. You then have 3 months to respond. After this time the account is removed.

9.3. CHANGE OF BRINGME SERVICES AND THE TERMS OF USE

We can modify and replace these Terms of Use and/or modify, suspend or terminate the services of Bringme.

Any changes will be notified to you in an appropriate manner, for example by clear communication in the Bringme App and/or by sending you an email.

This change notification may occur at any time and the modifications are immediately effective, except if a delay for the entry into force is provided:

- for any use of Bringme after that notification and each new Transaction,
- Transactions that were already started prior to the notification of the modification, are always subject to the Terms of Use as they were applicable before the notification, even if those Transactions are not yet (completely) finished.

If you do not agree to the modified Terms of Use, you cannot use Bringme after the entry into force of the new version. We can limit your access to your Account and the Bringme App and limit the use of (parts of) the Bringme services, as long as the modified Terms of Use are not accepted.

ARTICLE 10. TERM AND TERMINATION OF THE AGREEMENT

10.1. AGREEMENT FOR AN INDEFINITE PERIOD

The Agreement between you and Bringme is concluded for an indefinite period.

10.2. TERMINATION BY THE USER

You may terminate this Agreement by closing your Account at any time in accordance with the instructions found in the Bringme App and/or on the Bringme Website.

An Account can only be closed if no Parcels related to your Account are left in a Box, no compartment in the Box has been reserved for a still to be delivered/collected order, and no Parcel is on the way to an Addressee for delivery.

As a consumer you always have the right to suspend the performance of the agreement when Bringme remains in default to respect its obligations.

10.3. TERMINATION AND SUSPENSION BY BRINGME

As regards the Agreement

- we may terminate this Agreement at any time with a notice period of thirty calendar days without having to explain such termination. Your Account will be closed automatically on the expiration of the notice period.
- we may always suspend (and consequently deny you the right to use Bringme) when you violate your obligations with regard to a Box Owner or to us,
- we may terminate this Agreement immediately and without notice if you are guilty of serious misconduct.

Serious misconduct includes (but is not limited to):

- i) the violation of your obligations stipulated in Article 2.3 (restrictions on the use of Bringme) Article 3.2.i (only use of the Bringme Box via Bringme) or Article 3.2.iii (prohibited use of the Box);
- ii) any act of fraud against Bringme or any party involved with Bringme;
- iii) any abuse of Bringme;
- iv) any breach of Article 13 (intellectual property);
- v) any misconduct that has not been remedied within a reasonable time after you have been asked to do so.

10.4. CONSEQUENCES OF TERMINATION OR SUSPENSION

Termination of the Agreement leads to the closing and termination of your Account.

When an Account is closed, you can no longer and are no longer entitled to:

- access your Account;
- use Bringme and the Bringme App;
- use the Box as User.

If your Account is closed when you have Transactions pending with no Parcels in your Box, these Transactions will be cancelled and it will no longer be possible for you to use the Box (you will no longer be able to put a Parcel in the Box, nor will it be possible to deliver a Parcel to you in the Box).

If you still have one or more Parcels (from or to you) in a Box when the Agreement is terminated, (or if

a Parcel still to be delivered through Send cannot be delivered to the Addressee and is returned to the Box), Bringme can, at its own discretion,

- either allow you to complete the Transaction and consequently postpone the closing of the Account (or a part thereof) for the reasonably required time to process the Transaction. The Terms of Use will remain applicable to this Transaction, but your entitlement to finish this Transaction will not lead to any form of renewal of the Agreement and you cannot derive any other rights from the postponement of the termination of the Agreement,
- or: have the Parcel delivered at your cost to your address as registered in your Account,
- or: take the Parcel into consignment and keep it available to you at a to be communicated location. You will be informed that you can pick up the Parcel within 10 calendar days against reimbursement of reasonable expenses incurred. If you do not pick up the Parcel within this period, you are deemed to have renounced it and the Parcel can be returned by us to the Shipper or to your home, or it can be permanently removed or destroyed. We will charge you for the costs incurred by shipping, storing, removing and/or destroying the Parcel.

The consequences of the suspension of the Agreement by us are the same as the consequences of a termination as described above, with the understanding that these consequences then only temporarily apply during the period of the suspension.

ARTICLE 11. PRIVACY, DATA AND CONFIDENTIALITY OF THE CONTENTS OF YOUR PARCELS

11.1. ACCURACY OF YOUR DATA

You guarantee that the User Content is accurate and complete.

We can at any time check and/or verify your User Content.

You will issue proof of your identity to us when requested to do so.

11.2. PARCELS

You confirm that the content of a Parcel that you place (have placed) in a Box must never be considered as confidential, unless the Parcel contains documents and these documents are packaged in a properly sealed medium.

Notwithstanding the information that is collected when you use Bringme (possibly including the object of the order if registered with Bringme), we will not collect nor verify information about the actual (physical) content of the Parcel that is placed in a Box. However, when we are reasonably required thereto for reasons of safety, health, risk reduction or public order, we have the right to open the compartment in which the Parcel is located, to remove the Parcel and, if necessary, to open it.

In case of an emergency and if a public authority would reasonably ask this or in case of an enforceable order of a public authority, Bringme can open (have opened) and examine (have examined) all or some locked compartments of the Box. In such a situation, Bringme will make a reasonable effort to inform you about this if your Parcel is in a Box in order to give you the opportunity to remove your Parcel yourself, in so far and to the extent that it is practically feasible and legally allowed to inform you.

In any case, Bringme is entitled to remove Parcels from the Bringme Box if they have been in there for more than three calendar days in accordance with Article 3.5 and consider the content as non-confidential.

11.3. PRIVACY POLICY AND COOKIES

We collect and process your personal data (as a User and as a visitor of the Bringme Website) in accordance with our Privacy (<https://help.bringme.com/hc/en-us/articles/360004883893>) and Cookie Policy (<https://www.bringme.com/en/legal/cookie-policy>).

You expressly acknowledge having read and accepted the Privacy and Cookie Policy. Using Bringme always implies explicit acceptance of the Privacy & Cookie Policy.

ARTICLE 12. LIABILITY

12.1. INDEMNITY

By accepting these Terms of Use and by the use of Bringme, you agree to hold us harmless and to indemnify us against all claims for damages arising from or in connection with:

- a. your breach or violation of these Terms of Use or of an applicable law or any regulation, whether or not it is included herein;
- b. your violation of any rights of a third party; and/or
- c. your use or misuse of Bringme.

12.2. LIABILITY

Notwithstanding the following, Bringme is only liable for your damages if these are caused by an error committed by Bringme. In any case, Bringme can only be held responsible for your direct damages and can never be held liable for any indirect or consequential damages. The total annual liability of Bringme is in any case limited per case of damage to the maximum amount of EUR 500.00 (five hundred Euros) and per year to EUR 2,000 (two thousand Euros).

You may only claim compensation if you can demonstrate the fault on the part of Bringme, the damage caused to you and the causality between those two.

To prove the damage of a lost or damaged Parcel, you must provide proof of what was inside the Parcel, what the purchase value of (the content of) the Parcel is (for example by means of a purchase invoice), as well as of the actual value of the content of the Parcel on the date of its delivery to Bringme.

The amount to be compensated can under no circumstances be higher than the demonstrated purchase cost decreased by 15% per year (whereby each started calendar year counts as a complete year) and increased by the shipping costs.

Under no circumstances can compensation be obtained because of a delay in receiving a Parcel as a result of the use of Bringme, nor because of damage to or loss of goods that according to these Terms of Use were not exchanged, sent or received through Bringme.

The information, recommendations and/or services provided to you on or via Bringme are for information purposes only and cannot be considered as an advice to you. We will maintain Bringme, including the Bringme Website and the Bringme App and their content, reasonably accurately and up to date, but we cannot guarantee that these (including their content) will be free of faults, defects, viruses or malware and that they will at all times be properly updated and accurate.

You must take the necessary steps to guarantee your own protection and take adequate security measures. You must use a virus scanner before downloading information, software or documentation and your protection against viruses, malware, etc. is exclusively at your own risk.

You declare to be familiar with the nature, characteristics and limitations of the internet, computer systems and networks, and their technical performances.

Our commitment to deliver Bringme is an obligation of means and you agree that it is possible that

Bringme (including access to the Box) is unavailable, even if we make reasonable efforts to keep Bringme available. You also agree that Bringme, except in case of fraud or serious misconduct, cannot be held responsible for the possible lack of availability, accessibility, applicability or continued functioning of Bringme, including the Bringme App, the Bringme Website, the Box and the services. Bringme is entitled, for the maintenance of the Bringme App, the Bringme Website and the Box, to temporarily suspend its use.

Bringme is not liable for any damage whatsoever, caused because Bringme used incorrect and/or incomplete data provided by the User.

Bringme bears, subject to explicitly specified otherwise, no liability whatsoever for the quality of the purchased and/or delivered products in the context of Bringme and the services of the Supplier. All complaints related hereto must only be addressed to the Shipper and/or to the Supplier in accordance with their obligations to you.

12.3. LIABILITY OF THE BOX OWNER

When use is made of a Box the liability of the Box Owner is set in your arrangements with or the conditions of the Box Owner himself.

If nothing different was agreed, the Box Owner has the same liability limitations with regard to you as those we possess in conformity with article 10.

12.4. INTERACTIONS WITH THIRD PARTIES

Bringme has the right in the performance of the agreement, without notification to you, to contract third parties, involve goods of third parties, use the services of third parties and to have the agreement wholly or partly carried out by third parties and to charge any related costs to you.

During your use of Bringme you may be provided with links to websites that are owned and managed by third parties. These links are provided to allow you to communicate, purchase goods and services or participate in promotions from such third parties. By clicking these links, you will leave Bringme and visit these websites. We do not have any influence on these websites or on the products and services of these parties and we are not responsible in any way for these websites. The use of these third party websites is entirely at your own risk.

You are aware that these other websites may send their own cookies to Users, collect data or solicit data or personal information. Therefore we advise you to verify the terms of use and privacy policies of these websites before using them.

12.5. COMPLAINTS AND LIMITATION

Complaints need to be submitted within a reasonable time after the complaint was discovered or could have been discovered in all reasonableness, in writing or by email to Bringme. Your rights of action under any agreement vis-à-vis Bringme fall due in any case after expiry of 6 months from the moment a fact occurs that allows you to enforce these rights and/or powers vis-à-vis Bringme.

ARTICLE 13. INTELLECTUAL RIGHTS

13.1. LICENCE APPLICATION

Subject to your acceptance of and compliance with these Terms of Use we grant you a restricted non-exclusive, non-transferable licence:

- to download and install a copy of the Bringme App on one or more autonomous mobile devices that you own or manage and
- to activate and use such a copy exclusively for personal purposes.

13.2. YOU DO NOT HAVE THE RIGHT TO:

- assign a (sub) licence, sell, resell, assign, transfer, distribute, spread or commercially exploit or make Bringme (or parts thereof) available to third parties;
- modify or create derivative works of Bringme (or parts thereof);
- create "links" on the internet to Bringme (or parts thereof) or frame or mirror it to other servers or to a wireless or internet-based device;
- apply reverse engineering on the Bringme App or any software used for Bringme;
- introduce an automated program or script in Bringme, including but not limited to, webspiders, webcrawlers, webrobots, webAnts, webindexers, bots, viruses or worms or programs that can send multiple server requests per second or overload or disturb the operation and/or process of Bringme or the Bringme App.

13.3. INTELLECTUAL PROPERTY RIGHTS

The content of Bringme and the software environment that is required for the functioning and the operation of Bringme are our exclusive property (or of our affiliates or third parties who deliver their services to us). The design, all text, images, graphics, audio and video files, animation files, logos, emblems, marks, and other content are part thereof and are protected by copyright and/or other laws protecting the rights of intellectual property, which belong solely to us as well as to the aforementioned companies.

We grant you a non-exclusive, non-transferable, revocable, limited and personal licence to use the Bringme App and its contents for personal purposes.

You may not modify, copy, distribute, sell, rent, use, supplement or otherwise use the content of Bringme without prior written consent of the owner of the intellectual property rights..

However, for private, non-commercial use, you can read, copy, print and save material published by Bringme. It is explicitly forbidden to modify copies, saved parts or print-outs of Bringme's content.

Press releases, press publications and any other documents, photos and graphic content, which are released for publication may be used provided the following copyright notice is specified: "© [year] Bringme, all rights reserved".

ARTICLE 14. MISCELLANEOUS

14.1. INVALIDITY OF ONE OR MORE PROVISIONS

The invalidity of any provision of these Terms of Use will not affect the validity of the remaining provisions of these Terms of Use.

In the event that any provision is declared null or void, the void or invalid provision will be replaced by a valid provision which embodies the purpose and content of the original provision as closely as possible. This provision will be deemed to have existed from the start in its modified valid form and be binding in this form.

14.2. NOTIFICATIONS

Any communications, notifications and the like to you under these Terms of Use, can, except in case of express derogation thereof, take the form of:

- a (general) notification via Bringme, the Bringme App, by SMS or by email to your email address as registered in your Account or
- a written notice sent to you by ordinary mail to your address as registered in your Account.

14.3. ASSIGNMENT

You may not assign your rights arising from these Terms of Use without Bringme's prior written permission.

We always have the right to assign our rights and/or obligations under these Terms of Use.

14.4. WHOLE AGREEMENT AND OWN CONDITIONS

These Terms of Use constitute the Agreement between you and us and constitute the entire agreement and understanding between you and us (Ertzberg CVBA) regarding your use of Bringme and the services it comprises.

The documents and texts to which these Terms of Use refer (such as the Privacy Policy) are part of them. In case of conflict, the text of these Terms of Use prevails over the other texts specified above, unless it is expressly provided that the other texts prevail.

These Terms of Use are applicable with the explicit exclusion of any other general, supplementary or special conditions that you as a Customer propose with the use of Bringme. This is irrespective of the way in which these other conditions are communicated to us without us being able to tacitly accept them or have any obligation to dispute their application.

14.5. CHANGES

Except for changes in accordance with Article 9.3, the Agreement cannot be modified.

Derogations to this principle are only valid when they are made in writing and are signed by you and us, in which case we must be represented by our CEO or Board of Directors.

14.6. RIGHT OF WITHDRAWAL

If you are a consumer using Bringme, you have the right to withdraw from the agreement which was reached by accepting these User terms and conditions within a period of 14 days from the acceptance without stating the reason and without any costs. This is done by closing your Account in accordance with Article 10.2. This is also possible after the period of 14 days.

When you choose to make use of our services that are part of this agreement before this period of 14 days has expired, your right of withdrawal is cancelled as soon as the service has been carried out.

You explicitly accept that by putting your Parcel in the Box with a view to shipment/return, the service in this context is deemed to have been performed and from that moment no right of withdrawal can be exercised anymore and this price can no longer be reimbursed. The same applies to creating a send label (the cost of which amounts to the total) as soon as the send label has been created.

14.7. FORCE MAJEURE

Neither party is obliged to respect its reciprocal obligations (except the payment of a sum of money), when that is made impossible due to force majeure.

Any circumstance that is not the fault of the affected party and which in all reasonableness could not have been avoided, applies as force majeure.

Force majeure refers to, among others: defects in the connections of and with the internet, transport delays, strikes, exclusions, government measures, failure by transporters, suppliers and/or other third parties in the observance of their obligations. Force majeure shall also be understood to mean a shortcoming of contracted third parties which are necessary to provide the service, as well as any other situation we are unable to have (decisive) control over.

It will depend on the circumstances of the case whether our non-performance following force majeure will wholly or partially be and remain the case, or whether it concerns a suspension of delivery and/or performance. If there is still a possibility of a modified delivery and/or performance, we will both, possibly subject to sums to be paid by the customer, be obliged to utilise them.

14.8 . CONSUMER LAW

These conditions apply to both companies and consumers. Where required or suitable, another applicable regulation is determined for both categories. If these conditions were to make provisions applicable to consumers which vis-à-vis them need to be considered unlawful, these conditions need to be read in this context such that these contrary provisions are deemed to have been mitigated such that they are within the limits of the law and that any missing obligatory provisions are deemed to be tacitly part of it.

14.9. LAW AND DISPUTE RESOLUTION

These Terms of Use and Bringme are subject to Belgian law, with the exception of the provisions of private international law, including the Vienna Convention, when these provisions would lead to the application of another law.

Any dispute concerning the interpretation and enforcement of these Terms of Use or the delivery and/or use of Bringme is subject exclusively to the territorially competent Belgian courts for Leuven, without prejudice to:

- the right of Bringme to institute legal proceedings against you at the court that is territorially competent based on your home address,
- your right to institute proceedings before the competent court in accordance with mandatory consumer protection laws when this cannot be deviated from by the agreement.

ARTICLE 15. DEFINITIONS AND INTERPRETATION

15.1. DEFINITIONS

When capitalised, the following words will have the following meaning when used in these Terms of Use:

- **“Account”** means your account at Bringme, which provides you with access to and allows you to use Bringme.
- **“Addressee”** means the natural or legal person to whom a Parcel must be sent on your request after it is collected from the Box.
- **“Box Owner”** means the person who makes a Box available with a view to the use thereof by (all or certain) Users.
- **“Bringme”** means all the services and products we offer under this name and comprises among others (the use of) the Bringme App, (the use of) the Bringme Website and (the use of) the Box.
- **“Bringme App”** means the Bringme application which allows you to use Bringme, which can be installed on a smartphone, tablet or another mobile device (mobile version) or on a computer (desktop version).
- **“Collect”** means the service via the Bringme App by which you can have a Parcel picked up from the Box by one of our appointed Couriers and have it delivered by this Courier to the Addressee.
- **“Send”** means the service with which you can frank a Parcel (provide with a send label) via the Bringme App.
- **“Box”** means the smart computer controlled box which contains various separately lockable compartments and which can be opened and which can take safe receipt or delivery of Parcels on behalf of the Users.

- **“Bringme Website”** means the Bringme website, found on bringme.com.
- **“Activated Box”** means a Box in relation to the User who activated this Box in accordance with these Terms of Use and who can use this Box.
- **“Terms of Use”** means these user terms and conditions and the future versions thereof.
- **“User”** means a person who has access to and/or uses Bringme.
- **“User content”** means Content which a User places, uploads, publishes, submits, transfers or makes available in any other way to Bringme.
- **“Merchant”** means every business (natural person or legal entity), including merchants, sellers and service providers.
- **“Content”** means all content that appears or is displayed, including, without limitation, logos, representations, trademarks, text, graphics, images, moving images, sound, illustrations, music, software, opinions, feedback, comments, art, links, questions, suggestions, information or other material.
- **“Content of Bringme”** means Content that is the Property of or is used by Bringme, affiliated companies or licensors and made available through the website, the Bringme App or in any other way, including Content for which a third party granted permission, but with the exception of User content.
- **“Courier”** means each company (natural person or legal entity) who carries out services of goods transport (including document transport).
- **“Client”** means the party that rents or purchased the Bringme Box and makes it available to Users.
- **“Supplier”** means every natural or legal entity that delivers or picks up a Parcel in or from the Box, including but not restricted to Couriers.
- **“Agreement”** means the agreement between you (the User) and Bringme for the delivery and the use of Bringme. The Agreement is formed by the Terms of Use and the documents referred to in the Terms of Use.
- **“Parcel”** means each physical item of goods.
- **“Private Box”** means a Box that is only accessible to Users who have been given specific permission for this by the Box Owner.
- **“Public Box”** means a Box that is accessible to and can be used by everyone entitled to use Bringme.
- **“Registration”** means registering by the User in Bringme (via the Bringme Website or in the Bringme App) so the Agreement originates and an Account for this User is created.
- **“Bringme Key”** means the intelligent plastic chip that can communicate with the Box via RFID technology.
- **“Transaction”** means each use of the Box whereby a Parcel must be delivered to the Box or collected from the Box.
- **“Shipper”** means every natural person or legal entity who sends a Parcel to the User that will be delivered in the Box.
- **“Webshop”** means each Merchant who offers its products or services through an internet page on which one can proceed with a purchase, but only for sale through this internet page.

15.2. INTERPRETATION

Except if otherwise provided, reference made to articles in these Terms of Use must be read as a reference to the articles of these Terms of Use. The word "including" and the words "among others" mean "including but not limited to." The periods are counted from midnight to midnight. They are calculated from the date of the act or event that triggered it until the day the deadline expires. Days are calendar days. All Bringme quotes are without obligation, unless otherwise indicated. Bringme is not bound by its quote if there are printing errors, misprints or programming errors in its quote, mailings or on the website/web-app.