



General Terms and Conditions of Mail-IT-Wize

Article 1 – Applicability

1.1 These General Terms and Conditions and its annexes apply to the Agreement between Mail-IT-Wize and the Client. By placing an Order, the Customer accepts these General Terms and Conditions. The Customer expressly waives its own (general) terms and conditions.

1.2 In case these General Terms and Conditions and a written Agreement concluded by Mail-IT-Wize and the Client contain mutually conflicting terms, the terms included in the Agreement shall prevail.

Article 2 – Service and Order

2.1 In order to purchase the Service, the Client must have a registered Mail-IT-Wize user account. Based on credit checks, Mail-IT-Wize has the right to refuse the Client.

2.2 To place an Order on the Portal, follow the numbered steps on the Portal. A detailed procedure is available in the documentation. Mail-IT-Wize reserves the right to refuse an Order or impose additional conditions.

2.3 Mail-IT-Wize reserves the right to require payment guarantees from the Client even during the execution of the Orders. In case of refusal, it reserves the right to suspend or destroy all or part of the Order.

Article 3 – User account

3.1 The Client shall ensure that only authorised employees of the Client, who are allowed to use the Service from their position, have access via a user account and password to the secure Portal on which the Service is offered.

3.2 The Client shall make every reasonable effort to prevent improper use of the user account, the Portal and the Service and shall not make the user account data available to any third party. If abuse of a user account, the Portal or the Service is suspected by Mail-IT-Wize, it shall be entitled to have the user account blocked.

Article 4 – Data and Personal Data Protection Act

4.1 The Client provides the Data, including the Delivery Addresses, to Mail-IT-Wize. The Client itself is responsible for the correctness, accuracy and completeness of the supplied Data, including the Delivery Addresses. The Delivery Addresses must comply with the format prescribed by Mail-IT-Wize. (see0c)Delivery Address: Address in Belgium or internationally, complying with the format prescribed by Mail-IT-Wize, to which a Mailing is delivered.). The Client shall remain the owner of all Data provided to Mail-IT-Wize for the performance of the Service.

4.2 The Data provided by the Client will remain available in Mail-IT-Wize's IT system for reprinting Shipments in case of failures for up to 3 months after production of the Shipments. After this period, the Data provided will be deleted from Mail-IT-Wize's IT system. The history of the Order will be visible - and viewable in the Mail-IT-Wize application for up to 10 years after the Order, depending on the agreements applicable between the Parties.

4.3 To the extent that the Data provided by the Client contains personal data within the meaning of the Personal Data Protection Act (GDPR), the Client shall be considered the 'Controller' and Mail-IT-Wize the 'Processor' within the meaning of the GDPR guidelines. To this end, the separate processor agreement between the Client and Mail-IT-Wize applies. The Client is responsible for ensuring that the delivery of personal data to Mail-IT-Wize is done in accordance with the GDPR guidelines.

4.4 The Client declares that it owns the full (intellectual) property right to the Data provided, complies with all laws and regulations applicable to the Data including the GDPR legislation and indemnifies Mail-IT-Wize against claims of third parties in respect of the Data.

Article 5 – Printing and placing in an envelope

5.1 By confirming an Order using the 'Order' button, the customer agrees to the print preview previously shown. However, the final printed Consignment may differ from the print preview shown during the Order in terms of colour, quality and/or position of the Data supplied. These deviations are accepted by the Client upon entering into the Agreement and cannot form the basis for rescinding the Agreement, obtaining a discount or claiming compensation.

5.2 The layout of the documents supplied will not be changed, unless otherwise agreed by the Parties.

5.3 The perfect conformity to the colours to be reproduced, the perfect inalterability of the inks and the perfect inalterability of the inking and of the register are not guaranteed. Deviations inherent to the nature of the work to be performed must be admitted.



5.4 Delivery conditions of the Data according to the Product sheet Mail-IT-Wize for Low Print & Mail Volumes.

Article 6 - Delivery

6.1 Mail-IT-Wize uses the services of BPost as mail distributor, the delivery of the Mailing is therefore done by BPost and Mail-IT-Wize is responsible for the mail delivery up to BPost.

6.2 Only Shipments with a correct delivery address will be printed and delivered to BPost. Shipments provided with a delivery address abroad must include the country as the last address line and will also be processed within Mail-IT-Wize.

6.3 Returns, being shipments returned to Mail-IT-Wize, will be returned to Mail-IT-Wize by BPost. This involves Mail-IT-Wize registering the Returns and placing them in a digital file with reason for return. This digital file will be placed in the Portal. Mail-IT-Wize will also take care of the physical and confidential destruction of these undeliverable Returns.

6.4 Mail-IT-Wize is entitled to affix indications on the Mail Items which are necessary for the Postal Delivery.

6.5 Mail-IT-Wize may refuse the Mail Delivery if it appears that:

- i. the Customer does not comply with one or more provision(s) of these General Terms and Conditions or the Agreement;
- ii. the Service is in conflict with any provision of laws or regulations or there are other valid reasons.

6.6 Mail-IT-Wize may fully or partially suspend or terminate the performance of the Agreement in accordance with Article 11.1 if it appears that one or more of the circumstances as mentioned in Article 6.5 occur.

6.7 Mail-IT-Wize will sort, bundle and deliver shipments to a postal authority for the Client. This service is subject to the form and delivery requirements of the chosen postal authority and the chosen mode of shipment valid on the date of the Order.

6.8 Shipping will be done under Mail-IT-Wize's contract. Mail-IT-Wize has contracts with various postal authorities to deliver shipments above 500 ex. Mail-IT-Wize provides the necessary "indicia" (PB number, ...) and guidelines on form and delivery requirements free of charge. Mail-IT-Wize can fulfil the necessary formalities. The issuing office will be chosen by Mail-IT-Wize. Mail-IT-Wize can never be held liable for damages resulting from delays by post, rail or any other means of transport.

6.9 Late delivery does not entitle the Client to cancel the Order, refuse payment, nor does it oblige Mail-IT-Wize to pay any compensation to the Client. The submission of postal returns may not be invoked to postpone payment of an invoice until a later date. An advance invoice will be sent for any additional postage costs. The amount of this invoice must be received by Mail-IT-Wize Supplier before the date of postal delivery.

Article 7 - Payment

7.1 BPost shipment prices are set by BPost and charged by Mail-IT-Wize. Mail-IT-Wize cannot be held to any printing, writing and/or counting errors or ambiguities in the published prices.

7.2 The Orders placed will be invoiced monthly by Mail-IT-Wize to the Client by means of a collective invoice. Invoices are payable within 30 days, unless contractually agreed otherwise between Parties. In the event of late payment, default interest shall be due by operation of law in accordance with the statutory interest rate for commercial transactions. If payment is not made after a registered notice of default, liquidated damages of 40 euros shall also be due, plus proven recovery costs if applicable. In case of non-payment on the due date of one of the invoices, Mail-IT-Wize reserves the right to demand the immediate payment of all claims in its possession against the debtor at that time.

7.3 If any payment term is exceeded, Mail-IT-Wize shall be entitled to suspend its obligations under the Agreement and any other Agreements until full payment has been made, without prejudice to the right of Mail-IT-Wize to damages and without being liable to the Client for any damages.

7.4 If, in the opinion of Mail-IT-Wize, the financial position or the payment behaviour of the Client gives cause to do so, Mail-IT-Wize shall be entitled to require the Client to immediately provide (additional) security in a form to be determined by Mail-IT-Wize and/or to make an advance payment. If the Client fails to provide the required security or to pay the advance payment, Mail-IT-Wize shall be entitled, without prejudice to its other rights, to immediately suspend the further performance of the Service and all that the Client owes Mail-IT-Wize shall be immediately due and payable.

Article 8 - Confidentiality

8.1 Mail-IT-Wize and the Client shall observe confidentiality with respect to the Agreement, unless agreed otherwise in writing.

8.2 If Mail-IT-Wize or the Client is required by law to disclose the contents of the Agreement to third parties, both parties shall



inform each other thereof as soon as possible.

Article 9 – (Non-)attributable failure, liability and force majeure

9.1 If the Client believes that Mail-IT-Wize has not or not sufficiently fulfilled its obligations with respect to the Service, there is an alleged shortcoming and it must notify Mail-IT-Wize thereof in writing within 5 working days after occurrence. Mail-IT-Wize shall not be liable for any alleged failure reported after this period.

9.2 If there is an attributable shortcoming, Mail-IT-Wize shall remedy the shortcoming within a reasonable time agreed in writing with the Client. The Client must fully cooperate in the rectification.

9.3 Should Mail-IT-Wize not have repaired the attributable service shortcoming within the agreed time, Mail-IT-Wize shall only be liable for damage directly attributable to it. Mail-IT-Wize shall not be liable for indirect damage or consequential damage such as business loss suffered, lost revenues and/or profits, lost savings and reputational damage.

9.4 A Shipment is deemed to have no value apart from its shipping value. The amount of direct damage resulting from an attributable failure in the services of Mail-IT-Wize, shall in all cases be capped at the shipment value of the Consignment.

9.5 Liability for a non-attributable shortcoming is excluded. A non-attributable shortcoming exists, inter alia, if Mail-IT-Wize is unable to fulfil its obligations towards the Client due to force majeure.

9.6 As the delivery deadlines may be affected by acts of third parties (suppliers or subcontractors), by cases of coincidence (and/or) force majeure such as impossibility of performance as a result of general or partial strike or lock-out either in the institutions of Mail-IT-Wize or in those of its suppliers, riots, accidents, breakdown of machinery, lack of means of transport or materials, epidemics, fire, etc., they cannot be considered as an explicit commitment and are always indicated approximately. A late delivery cannot be refused by the Client and shall never give rise to compensation. The agreed delivery deadlines shall be extended to the extent to which the Customer has failed to provide documents. Delay on the part of the Customer shall entitle Mail-IT-Wize to compensation on account of unusability of auxiliary materials, equipment, etc... The periods expressly stipulated with the Order shall first commence from the working day following the issue of the necessary documents.

9.7 Mail-IT-Wize shall inform the Client as soon as possible of a (possible) force majeure situation as referred to in Article 9.6.

9.8 An agreed delivery period or term for the performance of the Service shall be extended by the period during which Mail-IT-Wize is prevented by force majeure from fulfilling its obligations or to perform the Agreement.

9.9 The Client is not entitled to compensation to the extent that the damage results from any of the following circumstances:

- the nature or a defect of the Consignment itself;
- incomplete or defective addressing of the Consignment;
- errors and/or defects in the Data supplied;
- any other cause attributable to the Client.

9.10 Mail-IT-Wize shall not invoke the limitations of liability contained in this article if the damage concerned was caused by intent or wilful recklessness of Mail-IT-Wize its employees or its executive staff.

9.11 Any damage compensation by Mail-IT-Wize can never exceed the amount of the performances performed by Mail-IT-Wize (postage costs not included). The filing of a complaint in itself does not relieve a Client of its payment obligation.

Article 10 – Liability of the Principal

10.1 The Client shall be liable to Mail-IT-Wize for all damage caused by it in the context of the use of the Service. The Client shall indemnify Mail-IT-Wize against claims of third parties arising from such damage.

10.2 Under penalty of cancellation, any complaint or protest must be made by registered letter and within 8 days of receipt of the goods. If the Customer fails to take delivery, the 8-day period starts from receipt of the dispatch note or any equivalent document. In the absence of this, from receipt of the invoice. If no complaint has been received within this eight-day period, this shall result in the Customer accepting the delivered articles in their entirety. The partial use of the delivered articles results in the acceptance by the Customer of the entire delivery. Defects to a part of the delivered printed matter do not entitle the Customer to reject the entire batch.

Article 11 – Termination of the Agreement

11.1 Mail-IT-Wize may dissolve or terminate an Agreement with immediate effect if the Client:

- applies for (provisional) suspension of payment or is granted (provisional) suspension of payment;



- files for bankruptcy or is declared bankrupt, the enterprise of the Client is liquidated;
- ceases its current business, a considerable part of the Client's capital is seized, or the Client must otherwise be deemed unable to fulfil the obligations under this Agreement;
- remains in default of its financial obligations under this Agreement even after written summons setting a reasonable term.
- fails to fulfil any other obligations under the Agreement and has not remedied the default within a period of 7 days after being summoned to do so in writing (by email) by Mail-IT-Wize.

11.2 Mail-IT-Wize may immediately dissolve or terminate an Agreement if Mail-IT-Wize:

- can no longer meet its obligations based on changed laws or regulations;
- can no longer fulfil its obligations based on the ruling of a judicial or regulatory authority;
- during the term of an Agreement decides to stop offering the Service.

11.3 If there is a dissolved or terminated Agreement, the Customer is obliged to meet its, at that time outstanding/current, financial obligations immediately.

11.4 In the event of termination of the Agreement by Mail-IT-Wize pursuant to the provisions of this article, Mail-IT-Wize shall in no event be liable for any damages.

Article 12 – Disputes and applicable law

12.1 Belgian law is applicable to the Agreement. In case of disputes, the Courts of Brussels, shall have exclusive jurisdiction.

Article 13 – Other

13.1 Mail-IT-Wize may unilaterally amend the General Terms and Conditions and will publish the amended General Terms and Conditions in the Portal.

13.2 The nullity of any provision of the General Terms and Conditions shall not affect the validity of the remaining provisions. Should any provision in these General Terms and Conditions be invalid or without legal force, Mail-IT-Wize and the Client shall consult with each other in order to replace the relevant provision by a legally valid arrangement that, as far as possible, has the same content and effect as the invalid or non-legally valid provision.

13.3 Except if and insofar as otherwise follows from these General Terms and Conditions or from the Agreement, the provisions of the Civil Code shall apply accordingly to the performance of the Service by Mail-IT-Wize.

13.4 Mail-IT-Wize shall be allowed to transfer the rights and obligations described in these General Terms and Conditions and/or the Agreement to third parties.

13.5 The Customer shall not be entitled to transfer its obligations resulting from the Agreement to third parties in whole or in part.

Appendix 1 - List of terms

- a) **General Terms and Conditions of Mail-IT-Wize:** The present General Terms and Conditions for the Service.
- b) **Order:** The order placed by the Customer for the performance of the Service.
- c) **Delivery Address:** Address in Belgium or internationally, complying with the format prescribed by Mail-IT-Wize, to which a Mailing is delivered.
- d) **Delivery Day:** The day on which the created Mail Items are delivered to BPost, being day +1 with the exception of weekends, national holidays and legal holidays of the Flemish civil servants.
- e) **Data:** All data and files provided by the Customer for the performance of the Service.
- f) **Service:** The digital collection, sorting, encoding, printing, enveloping and sending by post of the created Mail Items to the Delivery Addresses indicated by the Client, including the provision of digital information regarding the Returns - collectively called Mail-IT-Wize.
- g) **Client:** The legal or natural person who enters into an Agreement for the provision of the Service.



- h) **Agreement:** The agreement for the Service, which is automatically concluded between Mail-IT-Wize and the Client as soon as the Client places an Order.
- i) **Parties:** Refers to the joint parties involved in the Service being Mail-IT-Wize and the Customer.
- j) **Portal:** Internet environment where the Service is offered software-wise, to be found via web address portal.mailitwize.be.
- k) **Mail:** The letter generated on the basis of Data from the Client.
- l) **Mail ID Barcode:** A barcode that is printed above the address to send according to BPost's Masspost guidelines.
- m) **Mail-IT-Wize:** a service of Symeta Hybrid S.A., part of Colruyt Group S.A., provider of the service with which the Client enters into the Agreement.
- n) **Return:** a Mailing that does not reach the addressee because the Mailing (1) cannot be delivered to the Delivery Address or (2) is returned by the addressee through BPost's mailbox (usually stating 'return to sender').

Appendix 2 - SLA

Article 1 – Applicability

- 1.1 This Service Level Agreement (the "SLA") applies to the Agreement between Mail-IT-Wize and the Client.
- 1.2 In the event of a conflict between the Agreement, the Data Processing Agreement and the SLA, the SLA will prevail.
- 1.3 Both Parties acknowledge and agree that each Party can only guarantee Service Levels for processes under its control, including the services of its subcontractors or partners, if any.

Article 2 – Responsibilities

- 2.1 Mail-IT-Wize is responsible for:
 - Compliance with the agreed execution deadlines;
 - Guaranteeing the agreed quality;
 - Respecting the integrity and confidentiality of the documents provided throughout the production process;
 - Destroying the production data and documents according to the agreed procedures;
- 2.2 The Client is responsible for:
 - Timely delivery of production data through the agreed channels;
 - Respecting the agreed data structures and formats;
 - Reporting incidents or complaints in a timely manner and through the correct channels within a period of no more than 2 months after production.

Article 3 – Applications and execution times

Application code: MIW2 – documents delivered via Mail-IT-Wize portal.

Application Code	Deadline for delivery of data by Client *	Drop off mail to Bpost/courier **	Bpost distribution deadline ***
MIW2 – documents	Day X before 6 pm	Day X + 1	Registered mail: P + 1
MIW3 – documents	Day X before 6 pm	Day X + 1	Standard shipment: P + 1
With file size < 2MB			Standard shipment: P + 3
MIW4 – documents	Day X before 6 pm	Day X + 1 or 2	Standard shipment: P + 1
With file size > 2MB			Standard shipment: P + 3

(*) X refers to the working day on which the data is delivered. If the delivery is not made on a working day, X is the next working day.



--> (**) with +n, where n is an absolute number, is meant the next working day where n indicates the number of working days.

--> (***) with P means the working day on which the production is sent by post (Post Delivery).

The Bpost delivery period does not affect this SLA and is counted from the moment the mail is issued.

Article 4 – Service procedures

4.1 The Client can report an incident at any time via the button provided for this purpose on the MIW portal. The report will be processed within the service hours.

4.2 Timings:

	<i>Service objective (target time)</i>
Incident handling	1 hour
Incident resolution	3 hours

These times are calculated from the time of registration in the portal within working hours. Or outside working hours: at the start of the next service hour.

4.3 If there is no response quickly enough in accordance with the service objectives, an e-mail can be sent to the Service Desk of Symeta Hybrid: comsprod@symeta-hybrid.com. There is also a support button in Mail-IT-Wize.

4.4 Data breaches or breaches of the confidentiality of personal data fall under the category of 'Databreach' with priority TOP.

- 1 Within 24 hours after notification (and registration in TOPdesk), the customer's contact person and the customer's DPO are notified with status and proposal for actions to be taken in consultation with the customer.
- 2 Within 48 hours, a complete RCA (Root Cause Analysis) document is submitted to the customer's contact person and the customer's DPO. This RCA document contains: description of the breach, impact, cause, corrective and preventive actions.

Article 5 – Availability of services

5.1 "Normal service hours" means the hours from 8 a.m. to 5 p.m., from Monday to Friday, Belgian holidays excluded. These are the availability hours of the Service Desk of Mail-IT-Wize.

5.2 Mail-IT-Wize has systems in two data centers with an active-active fail-over and load balancing solution. Thanks to this setup, the MIW portal is available 24x7 except during the maintenance windows.

Mail-IT-Wize will announce planned interruptions or 'maintenance windows' via the MIW portal and preferably carry them out outside normal service hours.

Article 6 – KPI

following KPIs are measured. The calculation is done quarterly.

KPI	Description	Objective
Respect of the predetermined lead times for production	98% of all individual shipments of that specific production run are delivered within the required timeframe	98% of shipments
Guarantee of completeness of the delivery of the executed orders to the output channels	No double, no failure	100% of shipments
Guarantee of correctness of the delivery of the executed orders to the output channels	Correct composition of the shipment, to the right recipient	100% of shipments



Quality of printing and covering	No stain or tear, according to the reference models	98% of shipments
Handling of incidents	The incidents will be dealt with within the agreed periods.	90 %*
Resolution of the incidents	The incidents are resolved within the agreed deadlines.	90 %*

(*) The number of incidents must be relevant. If the quarterly number is too low, the calculation will be made at 1 year.