

Terms and Conditions.

The English version of the General Terms & Conditions is for convenience purposes only.

GENERAL

Article 1 Definitions

In these Terms and Conditions, the following terms are defined as follows, unless expressly specified otherwise or the context shows otherwise:

1. **Additional delivery options:** additional delivery options which may be purchased by the Customer pertaining to the transport of the Consignment, including (but not limited to):
 - a) selecting the day of delivery;
 - b) delivery in the morning;
 - c) delivery in the evening;
 - d) collecting the Consignment at a location of the Transporter;
2. **Additional shipping options:** additional shipping options which may be purchased by the Customer pertaining to the transport of the Consignment, including (but not limited to):
 - a) increased liability;
 - b) delivery only to the Addressee;
 - c) delivery with signature for receipt;
 - d) return in case of no response;
 - e) dispatch of a large package;
 - f) 18+ age check;
3. **Subscription:** a Module or a Package, offered in separate compositions and each with own specific conditions as set out on the Platform, offered in different categories in size;
4. **Terms and Conditions:** these terms and conditions of MyParcel;
5. **Order:** an order of one or more Products registered to the name of the Customer, (in principle) ordered through the Website;
6. **Services:** the Dispatch Services and the Online Entrepreneurship Services;
7. **Digital Stamp Values:** Stamp Values which are only available online;
8. **Personal contribution:** the amount determined by the Customer that the Addressee owes if a Consignment is returned using the Return Service;
9. **Addressee:** the person to whom a Consignment has to be delivered;
10. **Dangerous goods:** the dangerous goods as specified in the latest version of the technical instructions of the International Civil Aviation Organization (ICAO), the 'dangerous goods regulations' of the International Air Transport Association (IATA), the International Maritime Dangerous Goods Code, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) or other national or international laws or legislation applicable to the transport of and/or service provisions in relation to dangerous goods;
11. **International Packages:** (mailbox) packages destined for abroad;
12. **Custom link:** a link which is custom made by MyParcel for the Customer, to ensure that (a part of) the features of the Platform may be used from the webshop of the Customer.
13. **Customer:** each natural person or legal entity concluding an Agreement with MyParcel, provides Assignments to MyParcel, places Orders with MyParcel and/or otherwise qualifies as the other party of MyParcel;



14. **(Customer) Link:** a link which may be realised by the Customer on the basis of the instruction as published on the Platform, to allow for (a part of) the features of the Platform to be used from the software in use by the Customer.
15. **MyParcel:** a trade name of DM Productions B.V., having its registered office in Hoofddorp, has its business address at Antareslaan 31 in (2132 JE) Hoofddorp, is registered in the Commercial Register kept by the Chamber of Commerce under number 34099758 and is user of the Terms and Conditions.
16. **Module:** the Modules (a composition of features that match each other) offered separately from each other on the Platform (such as MyAnalytics, MyContracts and MyOrders), and these Modules combined together may be part of a Package and be offered as extension to a Package in various categories in size;
17. **Online Entrepreneurship Services:** the services pertaining to and in support of online entrepreneurship, such as (further) set out on the Website and/or disclosed through the Platform and/or a Plug-in, including (but not limited to):
 - a) (automated) advertisement services; and
 - b) making e-learning material available;
18. **Assignment:** each assignment of a Customer to MyParcel for the provision of a Service;
19. **Agreement:** the agreement which is formed between MyParcel and the Customer after the Customer has registered using the Platform and as soon as the Customer is approved by MyParcel, including the present Terms and Conditions. The Customer may provide Assignments pursuant to this Agreement;
20. **Package:** a bundle of Modules and additional features offered in various categories, which are offered in the form of a subscription;
21. **Parties:** MyParcel and the Customer jointly;
22. **Peak Period:** a certain period in a calendar year in which substantially more Consignments are offered to a Transporter per day, this as determined by MyParcel;
23. **Platform:** the online platform, as may be consulted for the Customer through the Website, where a Customer may purchase (among other things) the Services;
24. **Plug-in:** software which ensures that (a part of) the features of the Platform is accessible out of various external software. This software may have been developed by MyParcel (“**Own Plug-in**”) or by the operator of external software (“**External Plug-in**”);
25. **Product(s):** product(s) which may (in principle) be ordered through the Website, including labels and packaging material;
26. **Track&Trace notifications:** notifications of the status of the Consignments;
27. **Prohibited goods:** goods (i) which are prohibited for transport pursuant to international or national laws and/or legislation (also including rules of international organisations), (ii) for which a Transporter has not acquired the necessary licence, authorisation or other form of permission and/or (iii) of which it may be presumed as generally known that these are dangerous or illegal in the country of origin, destination and/or each third country through which the goods are transported;
28. **Transporter:** the party who takes care of the transport of a Consignment;



- 29. Dispatch Services:** the dispatch services, as (further) set out on the Website and disclosed through the Platform and/or a Plug-in, including (but not limited to):
- offering the possibility to create and print Dispatch Labels using the Platform and/or a Plug-in, as well as to purchase Additional dispatch options or Additional delivery options, after which the dispatch process pertaining to the Consignments is commences with (the “**Dispatch Service**”);
 - offering the possibility to dispatch a Consignment on pallets (the “**Pallet Service**”);
 - offering the possibility to dispatch a Consignment with a deviating size (“**General Cargo Service**”);
 - offering the possibility to pick up a Consignment for dispatch with the Customer (the “**Collection Service**”);
 - dealing with Consignments which are returned by the Addressees (the “**Return Service**”);
 - handling questions of Customers pertaining to the Dispatch Services (“**Customer Service**”);
- 30. Dispatch Label:** a label with the specifications for transport (such as the address details of the Addressee, the address details of the consignor and a barcode);
- 31. Website:** the website www.myparcel.nl, or any other domain name used by MyParcel;
- 32. Stamp Values:** stamps and other postage labels which may be used for the transport of postal items and which are sold by MyParcel at the risk and expense of Koninklijke PostNL B.V., as universal postal service provider, with due observance of the applicable terms and conditions;
- 33. Consignment:** a transport unit (such as a package, a mailbox package or a pallet) which is intended for an Addressee and provided with a Dispatch Label.

Article 2 Applicability Terms And Conditions

- These Terms and Conditions apply to the Agreement, the Assignments, the Orders, as well as to each other legal relationship between MyParcel and the Customer.
- The applicability of any purchase conditions or other (terms and) conditions of the Customer are expressly ruled out.

Article 3 Deviations, nullity and voidability

- Except for what is provided in article 4, deviations from these Terms and Conditions are only valid if these are expressly agreed upon in writing or electronically between Parties.
- If one or more of the provisions in these Terms and Conditions are void or subject to nullification, then the other provisions of these Terms and Conditions remain in full force and effect. MyParcel and the Customer will then enter into consultation in order to agree on new provisions to replace the void or nullified provisions, for which the objective and purport of the void or nullified provisions are taken into account as much as possible.

Article 4 Amendment Terms and Conditions

- MyParcel has the right to amend these Terms and Conditions and/or to add to them. If MyParcel proceeds to this, it will communicate this at least 30 days before the amendment and/or addition enters into effect, in writing, by email or through the Platform.
- Amendments and/or additions apply with respect to Agreements, Assignments and Orders which are formed and/or placed on and after the date of entering into effect, as well as pertaining to all other legal relationships between MyParcel and the Customer of on and after the date of entering into effect.
- Amendments and/or additions also apply pertaining to already concluded Agreements, Assignments given and/or placed Orders, as well as pertaining to all other existing legal relationships between MyParcel and the Customer, unless stipulated otherwise.
- If the Customer does not want to accept an amendment and/or addition to these Terms and Conditions, then the Customer is allowed to terminate the already concluded Agreements and provided Assignments and cancel placed Orders, all up to and taking effect from when the amended and/or added Terms and Conditions enter into effect, unless MyParcel has indicated that the older Terms and Conditions remain in effect for the Customer.



SERVICES

Article 5 Agreement of goods transport

1. To the extent that MyParcel dispatched Consignments for the Customer, there is an agreement of goods transport as referred to in article 8:20 of the Dutch Civil Code (“**Civil Code**”). In the case, the following also applies:
 - a) *National road transport:*
the General Conditions of Transport 2002 (“**AVC**”), always the most recent version of it as published by the Stichting Vervoeradres on page <https://www.sva.nl/avc> and filed with the registry of the courts in Amsterdam and Rotterdam;
 - b) *International road transport:*
the Convention on the Contract for the International Carriage of Goods by Road, the version endorsed by the Netherlands (“**CMR**”);
 - c) *Air transport:*
The Warsaw Convention of 1929 or the Warsaw Convention as modified by the Hague Protocol (1955) and/or the Montreal Protocol No. 4 (1975) or the Montreal Convention (1999) (“**Air transport conventions**”);
2. By accepting these Terms and Conditions, the Customer is obligated to take note of the content of the AVC referred to in the first paragraph.
3. If the provisions in these Terms and Conditions are contrary to the provisions of the AVC, non-mandatory provisions in the law or in conventions (including the CMR and Air transport conventions referred to in the first paragraph), the provisions in these Terms and Conditions prevail.

Article 6 Registration, Agreement and Assignments

1. In order to make use of Services, the Customer needs to register using the Platform.
2. All information which the Customer provides during the registration and afterwards to MyParcel, needs to be correct and complete. The Customer guarantees the correctness of the provided information and indemnifies MyParcel and compensates MyParcel completely for all claims of third parties and damage and loss which MyParcel suffers in relation to or as a consequence of the incorrect and/or incomplete information.
3. The Customer creates a login name and code upon registration. The Customer needs to treat this login name and code with confidentiality and care and only disclose it to authorised staff members. MyParcel is not liable for the consequences of unauthorised use of the login name and codes of the Customer.
4. The Customer states to agree to the receipt of all relevant communication subject to the Agreement at the email address indicated by the Customer.
5. After the Customer has completely gone through the registration process on the Platform (for which the Customer, among other things, takes note of and agrees to these Terms and Conditions), and as soon as the Customer has been approved by MyParcel, an Agreement is formed. The Customer may provide Assignments pursuant to this Agreement.
6. Assignments are provided by the Customer through the Platform or through the own webshop of the Customer (if a Plug-in is installed, if there is a Customer Link or if there is a custom Link).

Article 7 Website, Platform, Plug-ins and links

1. MyParcel will make every effort to the best of its ability to keep the Website, the Platform as well as Own Plug-ins and other links it developed (custom Link) available 24 hours per day for use, but cannot give any guarantee in the matter. MyParcel is not liable for keeping External Plug-ins, Customer Links and/or other software, applications and/or links – developed and/or realised by third parties – available.
2. MyParcel is entitled to temporarily take the Website, the Platform, Plug-ins, other software, applications and/or links out of service for the purpose of maintenance.
3. MyParcel is not obligated to (continue to) support External Plug-ins and/or other software, applications and/or links – developed or realised by third parties.
4. MyParcel will take suitable security measures to protect the Website, the Platform, Plug-ins and/or other links against the risks of unauthorised access to or change, destruction or loss of data entered by the Customer



through the Website, the Platform, the Plug-ins and/or other links, but MyParcel cannot provide a guarantee in the matter.

5. The Website, the Platform, the Plug-ins and/or other links may comprise technical and/or typing errors. The Customer cannot derive any claims from this.
6. The Customer is obligated to solely use the Website, the Platform, the Plug-ins and/or other links for the purpose for which it is intended.

Article 8 Execution of the Services

1. MyParcel will carry out the Services to the best of its knowledge and ability and as a prudent service provider.
2. MyParcel makes an effort to achieve the deadlines used by it (including, but not limited to, the term of delivery of a Consignment or the transmission time of a Consignment). However, these deadlines are indicative and not strict deadlines. Upon exceeding these deadlines, MyParcel is not in default and the Customer does not have a right to compensation.
3. MyParcel is only obligated to the (further) execution of the Services if the Customer has provided the data and information asked by MyParcel, in the form and in the method as desired by MyParcel, and if the Customer observes the instructions and/or (offer) conditions for the Services to be provided, such as among other things by MyParcel disclosed on the Website, using the Platform and/or using the own webshop of the Customer (if a Plug-in is installed, if there is a Customer Link or if there is a custom Link).
4. MyParcel has the right for the execution of the Services, without notification to the Customer, to call in third parties, involve goods of third parties, purchase services of third parties and to have third parties perform Services in whole or in part and charge the related costs to the Customer, the latter whenever reasonably possible after having notified the Customer of this. In that context MyParcel depends for (a part of) its Dispatch Services on the service provision of one or more Transporters and for (a part of) its Online Entrepreneurship Services on software of third parties.
5. If a Transporter provides Track&Trace notifications to MyParcel, MyParcel may in turn provide Track&Trace notifications to the Customer. MyParcel does not provide guarantees pertaining to the correctness of the Track&Trace notifications. No claims may be derived from these Track&Trace notifications by the Customer.

Article 9 Additional dispatch options

1. Against payment of the reimbursement determined for it and subject to the full applicability of what is provided in or with these Terms and Conditions, the Dispatch Services of MyParcel may be expanded with one or more Additional dispatch options.
2. If MyParcel, in the event of the loss of a Consignment with an Additional dispatch option, has commenced to the payment of the insured amount and the Consignment in question is still handed out within one year after this payment to the Addressee and/or Customer, then the undue paid insured amount needs to be refunded to MyParcel.

Article 10 Return Service

1. If the Customer wishes to make use of the Return Service, then an Assignment to this end is provided by the Customer using the Platform or through the own webshop of the Customer (if a Plug-in is installed, if there is a Customer Link or a custom Link). As soon as this Assignment is provided, MyParcel sends an email to the email address indicated by the Customer of the Addressee with therein a URL which refers to a webpage on which the Addressee can print out a Dispatch Label.
2. A Consignment, which features a Dispatch Label as referred to in the first paragraph, may only be returned by the Addressee if the instructions and/or offer (conditions) of MyParcel and/or the Transporters are observed or are complied with. The Customer is responsible for compliance to the instructions and/or (offer) conditions by the Addressee.
3. As soon as the Addressee offers the Consignment with on it the Dispatch Label for return to the Transporter, the costs related to the return of the Consignment are charged to the Customer by MyParcel.
4. Furthermore, the Personal Contribution is charged to the Addressee by MyParcel. The Personal Contribution is paid on the subsequent invoice date to the Customer or, at the discretion of MyParcel, settled with any other receivable of MyParcel on the Customer.



Article 11 Obligations of the Customer

1. The Customer ensures that all information of which MyParcel indicates that it is necessary or of which the Customer should reasonably understand that this would be necessary for the execution of the Agreement and that Assignments are assigned to MyParcel in a timely manner.
2. If the Customer makes information available to MyParcel, then this will comply to the specifications prescribed by MyParcel.

Obligations of the Customer pertaining to Dispatch Services

3. A Dispatch Label is composed on the basis of data provided by the Customer. A Dispatch Label is to be regarded as consignment note. All Consignments need to feature a complete and correctly filled in Dispatch Label.
4. The Customer will observe all instructions and/or (offer) conditions of MyParcel pertaining to Consignments. This means, among other things, that the Customer will ensure a careful packaging matched with the nature and content of the Consignment.
5. The Customer is responsible for equipment and other required materials, such as a printer and an internet connection, which are required to make use of the Dispatch Services.
6. The Customer is not allowed to offer Dangerous substances and/or Prohibited goods for dispatch. If the Customer nevertheless offers Dangerous substances and/or Prohibited goods for dispatch, the Customer indemnified MyParcel and fully compensates MyParcel for all claims of third parties and damage and loss which MyParcel suffers in relation to the transport of these Dangerous substances and/or Prohibited goods.
7. The indemnity and compensation as referred to in the sixth paragraph is also issued by the Customer to the third parties called on by MyParcel.
8. The Customer agrees that Dangerous substances and/or Prohibited goods offered by the Customer for dispatch will be destroyed and that the costs that apply for it will be recovered from the Customer.
9. If the Customer has not complied to the obligations set out in this article, then all costs which MyParcel has to incur for it are at the expense of the Customer.
10. Upon request of the Customer, Track&Trace notifications may also be provided 'branded' (in the corporate identity of the Customer) to the Addressees. The 'branded' Track&Trace notifications need to be filled in by the Customer and the Customer needs to do so in accordance with socially accepted ethical standards. If MyParcel is of the opinion that this has not been complied with, MyParcel is - without being obligated to communicate this to the Customer in advance - entitled to delete the subdomain of the Customer and switch off the 'branded' Track&Trace notifications.

Article 12 Instructions and/or (offer) conditions of Transporters

1. If and to the extent that Transporters utilise instructions and/or (offer) conditions and/or surcharges when it comes to the Consignments, the Customer is obligated to observe or respect these instructions and/or (offer) conditions and/or surcharges.
2. The instructions and/or (offer) conditions of all Transporters (including (i) those which belong to the group to which PostNL N.V. also belongs, (ii) which belong to United Parcel Service Nederland B.V. (UPS), (iii) which belong to DHL Parcel (Netherlands) B.V. (DHL PARCEL) and/or (iv) which belong to DPD (Nederland) B.V. (DPD)), may be consulted and downloaded at: <https://myparcel.nl/en/conditions-and-policy/>.
3. By accepting these Terms and Conditions, the Customer is obligated to take note of the content of the instructions referred to in this article and/or (offer) conditions and/or surcharges with every Consignment.
4. If the Customer has not complied with the obligations set out in the first paragraph, then all costs which MyParcel has had to incur because of it is at the expense of the Customer. In addition, MyParcel has the possibility to shut out the Customer from the Platform, without the requirement of a notification in advance.
5. The measurements (pertaining to length, width, height, weight and other features) of the Transporters pertaining to Consignments are binding for the Customer. The Customer agrees to the rates and surcharges which follow from the measurements of the Transporters pertaining to the Consignments.



Article 13 Refusal, suspension or cessation of transport

1. MyParcel may refuse (or have it refused), suspend or cease the transport of a Consignment, without giving any reasons, if:
 - a) the Customer does not comply with the instructions and/or (offer) conditions of MyParcel and/or Transporters;
 - b) there is transport of Dangerous substances and/or Prohibited goods, or the suspicion thereof;
 - c) MyParcel has another well-founded reason for refusal, suspension or cessation, including (but not limited to) natural disasters, wars or armed conflicts, (work) strikes, (a suspicion of) fraud, behaviours of the Customer harmful for MyParcel, etc.
2. In the event of refusal or cessation of the transport of a Consignment, MyParcel gives the Customer the opportunity, to the extent possible, to again acquire possession of the Consignment as well as any documents submitted thereby. MyParcel may be eligible to payment of the reimbursement owed for the transport, without prejudice to the right of MyParcel to the reimbursement of (extra) incurred costs.

Article 14 Delivery of a Consignment

1. The method in which Consignments are delivered by a Transporter is set out in the conditions set out in Article 12 per separate Transporter. By accepting these Terms and Conditions, the Customer agrees to this method of delivery.



SUBSCRIPTIONS AND PACKAGES

Article 15 MyContracts

1. In addition to the dispatch on the basis of a dispatch contract between MyParcel and a Transporter, the Customer may also make use of the Website, the Platform, Plug-ins and links, while the Customer dispatches using an own dispatch contract with a transporter. Latter transport does not qualify as Transporter as referred to in these conditions. Customer Service, IT Support, Sales and Invoicing (finance) as part of the Dispatch Services pertaining to latter dispatches does not apply.
2. The Rate per Consignment owed with the Module MyContracts on the basis of a graduated scale determined per Subscription is charged afterwards on a monthly basis, or weekly if agreed upon in that manner.

Article 16 MyParcel Subscription

1. A Subscription is formed after accepting a request of the Customer on the Platform and confirmation in writing thereof by MyParcel.
2. MyParcel may refuse a request for a Subscription, for example if creditworthiness assessment or risk assessment gives reason to do so. MyParcel is not required to provide a precise reason of refusal.
3. The Customer may start a Module once-only with a free trial period. The Customer may then try out a Module – once-only –, for fourteen (14) days for free, that is to say that the Customer does not pay any subscription costs for that period. The aforementioned trial period does not apply for Packages. Unless the Customer has given notice of termination of the Module prior to the end of the trial period, the Customer is obligated to pay the subscription costs for the subsequent period for this Module. A Subscription commences on the first following day after the end of any trial period.
4. A Subscription runs, in principle, from the first day of the calendar month and ending on the final day of the calendar month in question. A Subscription is automatically renewed, as long as it is not terminated.
5. A Subscription with a minimum duration of twelve (12) months is automatically renewed for an open-ended period after the lapse of this period.
6. In the context of a Package or a Subscription, the Customer pays monthly subscription costs and a 'label fee' per Consignment for a Package. The subscription costs are first charged on the day of the start of a Subscription (proportionally to the start date of a Subscription). The costs which the Customer owes per Consignment in accordance with the determined graduated scale and the 'label fee' are invoiced afterwards on a monthly basis, or weekly if agreed upon as such, each time on the first day of the month, unless agreed upon otherwise.
7. After the end of each month, the Customer begins with a new credit balance as set out in the Subscription in question. Credit balance in a module lapses at the end of the month, any surplus is not carried over to the next month.
8. A Subscription is only available for Customers who pay in arrears (by invoice and/or by direct debit collection). If and as soon as a customer proceeds to "pay in advance", a Subscription is no longer available and the Customer no longer has access to the Subscription.
9. The Customer may terminate a Subscription by notice of termination on a monthly basis taking effect from the end of a calendar month. A termination by notice of termination of a Subscription may be done at any desired moment by logging into the Platform and by deactivating the Subscription in question. If a Subscription is terminated by notice of termination, then the Subscription in question is automatically terminated taking effect from the end of the calendar month in question.
10. A Subscription with a minimum duration of twelve (12) months may be terminated taking effect from the end of the minimum duration, with a notice period of one (1) month.
11. If a Subscription is terminated, then all receivables of MyParcel on the Customer are immediately due and payable.
12. If a Subscription with a minimum duration is terminated for any reason whatsoever prior to the lapse of the minimum duration, MyParcel is entitled to charge a compensation. The Compensation is based on the remaining periods of the Subscription in question, calculated on the basis of the number of remaining months of the minimum duration.



13. MyParcel is entitled to terminate a Subscription with immediate effect without MyParcel being owed any form of compensation to the Customer, if:
 - a. bankruptcy proceedings are instigated against the Customer, the Customer files a petition for own bankruptcy and/or the Customer goes bankrupt;
 - b. the Customer applies for a suspension of payment;
 - c. the Customer is granted statutory debt adjustment under the Debt Restructuring (Natural Persons) Act;
 - d. the Customer submits a request for application of the Court Approval of a Private Composition (Prevention of Insolvency) Act or a request for appointment of a restructuring expert; or
 - e. MyParcel becomes aware of (a suspicion of) fraud committed by or using the account of the Customer.
14. MyParcel is entitled to unilaterally amend a Subscription, the accompanying Services and/or the subscription costs without MyParcel being owed any form of compensation to the Customer. An amendment as referred to here will not enter into effect until thirty (30) days after the Customer has been notified of this in writing. If a Customer has a Subscription with a minimum duration or a Subscription of an open-ended duration then the Customer is entitled to terminate the Subscription by notice of termination taking effect from the effective date of the amendment as previously referred to if MyParcel increased the costs with more than 20% or MyParcel does not provide reasons for the cost-increasing circumstances, unless it concerns statutory price increases, those are always allowed.

Article 17 Package and Module(s)

1. The Customer may expand a Package with one (or more) Module(s), from a higher category. The Module(s) from a higher category is/are (a) loose and additional Subscription(s) on top of the Package.
2. The Customer may upgrade a Package unlimited to a higher category Package, but only downgrade to a lower category Package at the end of the Subscription period.
3. If the Customer starts a Module during a month, then the Customer may only make use of the conditions of the Module in question proportionally to the remaining part of the month in question.
4. In the event of (the suspicion of) abuse of a Module by a Customer, MyParcel may terminate it with immediate effect or set conditions to the use of a Module, including in any case the charging of additional costs.

ORDERS

Article 18 Orders

1. Orders are (in principle) placed using the Website.
2. To the extent that deviating and/or additional conditions apply for the ordering, supply and/or return of specific Products, this will be expressly disclosed.
3. MyParcel reserves the right to refuse an Order for reasons of its own or to set further conditions (for example if a customer can no longer comply with payment obligations).

Article 19 Delivery of Products

1. MyParcel will have the Products be delivered at the address indicated by the Customer.
2. MyParcel makes an effort to achieve the delivery of the Products in the specified period. However, the indicated delivery period is indicative and never a strict deadline. Upon exceeding the indicated delivery period, MyParcel is not in default and the Customer is not eligible to compensation.
3. If the delivery is delayed, or if an Order cannot be delivered or only partially, then the Customer receives communication about this no later than one month after placing the Order. In that case, the Customer has the right to cancel the Order without costs.
4. In the event of cancellation in accordance with the previous paragraph, MyParcel will refund the amount that the Customer has paid as soon as possible, but certainly within 30 days after cancellation.
5. The Customer is obligated to receive the delivered Products. If the Customer continues to be in default in the matter, then the costs that arise because of it, such as the costs for storage, are at the expense of the Customer.
6. Any dispatch costs related to Products delivered to the Customer are charged separately to the Customer.



7. Upon receipt of the Products delivered by MyParcel, the Customer immediately needs to determine whether the Products are damaged or not suitable for the purpose for which these Products are delivered. The Customer needs to report such a damage or inadequacy within fourteen (14) days after receipt. Subject to the aforementioned report of the Customer in a timely manner, the Customer accepts the Products in the condition in which they are at the time of delivery, with all visible and invisible defects.

Article 20 Retention of title

1. All delivered and still to be delivered Products remain the property of MyParcel, until all receivables which MyParcel has or will receive on the Customer are completely paid.
2. As long as the property of the Products has not transferred to the Customer, the Customer may not pledge the Products or grant any right thereon to third parties.
3. The Customer is obligated to store the Products which are delivered under retention of title with due care and as recognisable property of MyParcel.
4. MyParcel is entitled to take back the Products delivered under retention of title and still present at the Customer if the Customer is in default with the performance of the payment obligations or is having payment difficulties or at risk of being in payment difficulties. The Customer will grant MyParcel free access at all times to the terrains and/or buildings to examine the Products and/or to exercise the rights of MyParcel.

Article 21 Digital Stamp Values/International Packages

1. To the extent that the Customer makes use of the possibility to purchase the Digital Stamp Values or International Packages through the Website, Customer then concludes an agreement with Koninklijke PostNL B.V. for which MyParcel acts as sales agent. MyParcel ensures invoicing on behalf of Koninklijke PostNL B.V.
2. The Customer has the obligation to ensure payment in a timely manner of the invoices related to it as well as the correct franking of the Consignment.
3. If it is noted or suspected by MyParcel that the Customer, after having been warned about it, is guilty of and continues to be guilty of insufficiently stamping or the repeated failure to comply to payment obligations (in a timely manner) when it comes to the Digital Stamp Values or International Packages, MyParcel will block the account of the Customer (temporarily, as long as the situation of insufficiently stamping continues to take place). All at the discretion of MyParcel.



TELL-A-FRIEND

Article 22

1. If a Customer puts forward a new customer through the Platform for the purchase of Dispatch Services, then the Customer may be eligible to a reimbursement of EUR 0.10 for each regular package (Package NL, Package EU or Package ROW) that the newly brought forward customer sends.
2. The Customer may be eligible to the reimbursement referred to in the first paragraph in the period starting from the successful completion of registration of the newly brought forward customer in the method as provided for in article 6 of these Terms and Conditions, up to one year afterwards.
3. The Customer may not be eligible to the reimbursement referred to in the first paragraph if:
 - a) the customer brought forward has registered with a Ch. of Comm. no. already known to MyParcel;
 - b) the customer brought forward is affiliated to the Customer;
 - c) the customer brought forward makes use of the Dispatch Services on the basis of an agreement with another party than MyParcel;
 - d) the Customer is not an active user of the Dispatch Services;
 - e) the customer brought forward objects to the payment of the reimbursement referred to in the first paragraph.
4. If in spite of the provisions in the third paragraph a reimbursement is paid to the Customer, MyParcel is entitled to claim back this reimbursement, in which case the Customer is obligated to pay back this reimbursement.



VARIOUS

Article 23 Offers

1. All offers of MyParcel are without obligation, unless indicated otherwise.
2. MyParcel is not obligated to its offer if there are printing, typesetting, price, calculation or programming errors in its offer, in mailings, on the Website, on the Platform, in Plug-ins or in other forms of communication and publicity.
3. If the acceptance (in minor respects) deviates from the offer of MyParcel, MyParcel is not obligated to that. No Agreement, Assignment, Order and/or other agreement is then formed in accordance with this deviating acceptance.
4. A combined quotation does not obligate MyParcel to perform a part of the Agreement, Assignment, Order and/or other agreement for a corresponding part of the indicated price.
5. Offers made do not automatically apply for future Agreements, Assignments, Orders and/or other agreements.

Article 24 Additional costs

If the Agreement, an Assignment, an Order and/or another agreement is expanded or amended upon request of the Customer, or if there are unforeseen circumstances, then this may result in additional costs. The Customer is informed of additional costs as soon as possible. MyParcel will only commence with the work activities which involve the additional costs after the Customer has agreed to it, unless there is a case of an emergency.

Article 25 Changing company details and information obligation and obligation to cooperate

1. If the Customer moves house or the invoice address or email address of the Customer changes, then the Customer is required to communicate in advance in a timely manner as much as possible the new residence, domicile or place of business and/or new invoice address or new email address using the Platform or by email to MyParcel.
2. The Customer is obligated to immediately inform MyParcel regarding facts and circumstances which may be of importance for the execution of an Agreement, Assignment, Order and/or other agreement.
3. The Customer will grant all cooperation to MyParcel which may reasonably be expected of the Customer for the execution of an Agreement, Assignment, Order and/or other agreement.

Article 26 Confidentiality

1. Customer will not give publicity without permission in writing from MyParcel about (the existence and the content of) the Agreement with MyParcel and will refrain from speaking ill or in any other way expressing an opinion in a negative or unlawful sense about MyParcel, in any form in/(on) the (social) media (channels) and/or towards third parties, which may harm MyParcel. Before Customer (with name) expresses themselves about the MyParcel in/on the (social) media (channels) and/or towards third parties, Parties enter into consultation.
2. Both Parties are obligated to maintain confidentiality of all confidential information which the Parties have acquired in the context of an Agreement, Assignment, Order and/or other agreement from each other or from other source. Information is confidential if this is disclosed by one of the Parties or if this follows from the nature of the information.
3. The party who receives confidential information, will only use it for the purpose for which it is provided.
4. The Customer is not allowed to make rates of MyParcel public to third parties.

Article 27 Prices and rates

1. All specified prices or rates are excluding VAT, unless noted otherwise.
2. The prices or rates are based on the prices, wages, taxes, duties, charges, freight, third-party rates, etc. existing during the offer. If in one or more of the abovementioned cost price factors a change takes place, MyParcel is entitled to change its prices or rates unilaterally.
3. In the event of an adjustment of the prices pertaining to the Services, the Customer is informed about a change of the prices or rates in a timely manner through the Platform or by email.



4. If the Customer does not agree to the adjusted prices or rates as referred to in the third paragraph, then the Customer is at liberty to no longer make use of the Services of MyParcel.
5. If the offered prices or rates for any Service are dependent on the volume of this Service purchased by the Customer, then the following applies:
 - a) For registration as referred to in article 6 of these Terms and Conditions, the Customer needs to estimate what volume the Customer expects to purchase per calendar year. On the basis of this estimation and a feasibility test to be performed by MyParcel, the prices or rates that apply first are determined by MyParcel.
 - b) If the actually purchased volume changes or deviates to such an extent, or threatens to change or deviate, from the estimates volume that it stands in the way of using other prices or rates, then parties will consult with each other about this. MyParcel may decide to use other prices or rates based on this consultation.
 - c) Prices and rates which are used during a certain period, will not be adjusted or corrected afterwards.

Article 28 Payment

1. Invoicing in relation to the Services takes place afterwards on a monthly basis, always on the first day of the month, unless agreed upon otherwise.
2. MyParcel has the right to adjust the invoicing frequency and/or date referred to in the first paragraph. In the event of an adjustment of this invoicing frequency and/or date, the Customer is informed of this in a timely manner through the Platform or by email.
3. Payment of the invoices referred to in the first paragraph takes place by direct debit collection of the bank account number indicated by the Customer, unless agreed upon otherwise between the Customer and MyParcel.
4. The Customer agrees to and authorises MyParcel for a direct debit collection of the invoices referred to in the first paragraph.
5. The Customer needs to pay the invoices referred to in the first paragraph within fourteen (14) days after the invoice date.
6. Orders are, in principle, paid by the Customer immediately upon its placement, through the Website. Payment takes place through one of the payment methods such as offered by MyParcel on the Website at the time of the payment. If the Customer has an Agreement with MyParcel, then this Customer may also pay 'by invoice', in which case the owed amount is charged on the first following invoice.
7. Upon exceeding a payment term, the Customer is in default by operation of law. In that case, the Customer owes the statutory commercial interest rate.
8. All reasonable costs, both judicial and extrajudicial, to obtain payment is at the expense of the Customer.

Article 29 Provision of security

1. MyParcel is entitled to require from the Customer that the Customer provides security for the payment of what is to be performed for the benefit of the Customer if the Customer is in default as referred to in article 24.7 of these Terms and Conditions, if MyParcel has reasons to suspect that the Customer will go into default and/or if there is a case of a judicial or extrajudicial trajectory to obtain payment as referred to in article 27.8 of these Terms and Conditions.
2. The provision of security as referred to in the first paragraph may consist of one or more of the following possibilities:
 - a) advance payment of an amount to be determined by MyParcel for the purchase of Services, for a period to be determined by MyParcel;
 - b) not offering one or more Services, for a period to be determined by MyParcel;
 - c) switch off the use of Plug-ins and/or other links, for a period to be determined by MyParcel.



Article 30 Force majeure

1. MyParcel is not obligated to the performance of any obligation towards the Customer, if MyParcel is prevented to do so as a result of a circumstance, which is not attributable to its fault, nor considered at its expense pursuant to the law, legal action or generally accepted views (“**Force majeure**”).
2. Circumstances as referred to in the first paragraph are, among other things, but not limited to: failures in the connections of and with the internet, (transport) delays, strikes, exclusions, DDoS attacks, government measures, the failure in the performance of obligations by Transporters, suppliers and/or other third parties. Force majeure is also meant to be understood as a failure of engaged third parties which are necessary for the provision of the Services, as well as each other situation which MyParcel cannot exercise (decisive) control.
3. In the event of Force majeure, MyParcel will for the time be exempt from its obligation to provide, or execute the agreed upon work activities. It will depend on the circumstances of the case whether that will be the case in whole or in part and whether that will be permanent, or if there will only be a case of suspension of provision and/or execution. In the event that a possibility occurs to still and/or in a modified manner provide and/or execute, both MyParcel and the Customer, possibly with adjustment of the amounts to be paid by the Customer, be obligated to utilise this possibility.

Article 31 Liability and indemnity

1. MyParcel cannot be obligated to reimburse any damage or loss which is directly or indirectly the consequence of:
 - a) an event, which in fact outside of its control and therefore cannot be attributed to its acts and/or omissions, such as set out, inter alia, in article 30 of these Terms and Conditions;
 - b) any act or omission of the Customer, their subordinates, or other persons, which have been employed by or because of the Customer;
 - c) by data incorrectly and/or incompletely provided by the Customer;
 - d) the incorrect use of Dispatch Labels by the Customer;
 - e) the failure to observe instructions and/or (offer) conditions of MyParcel and/or the Transporters by the Customer;
 - f) incorrect or incompetent use of Products, use of Products in violation with the instructions for use of these Products, use of Products for another purpose than for which these are intended, use of Products after making changes by the Customer or a third party;
 - g) forecasts and insights (including but not limited to; data pertaining to dispatch process, performances of transporters, comparison own results compared to market, and/or other analytical data) issued by MyParcel to the Customer;
 - h) the Website, the Platform, Plug-ins and/or other links being (temporarily) not available.
2. MyParcel is never liable for indirect damage and loss, which also includes consequential damage and loss, lost profit, lost savings, loss due to business interruption, loss due to delay and damage to one's reputation.
3. MyParcel is never liable for damage and loss which cannot be properly substantiated by the Customer.
4. To the extent that MyParcel dispatches Consignments for the Customer and that there is therefore a contract of carriage of goods as referred to in article 8:20 of the Dutch Civil Code, as referred to in article 5 et seq. of these Terms and Conditions, and to the extent that MyParcel is liable pursuant to the AVC, CMR and/or Air transport conventions for the damage and loss which the Customer suffers and this liability is not ruled out in these Terms and Conditions, any liability limitations such as set out in the AVC, CMR and/or the Air transport conventions apply.
5. For damage and loss other than following from the dispatch of Consignments, the total liability of MyParcel is limited to the amount of the payment made by the insurer of MyParcel. If the insurer does not proceed to payment in any case or the damage and loss is not covered by the insurance, then the liability of MyParcel is limited to the invoice amount pertaining to the part of the Agreement, Assignment and/or Order to which the liability relates to, with a maximum of EUR 25,000 on a yearly basis. This limitation of the liability does not apply if the damage and loss is due to intent or deliberate recklessness of MyParcel itself.
6. The Customer indemnifies MyParcel for all claims of its customers and completely compensates MyParcel for this.



7. The Customer indemnifies MyParcel for all claims of third parties, which suffer damage or loss and which is attributable to the Customer in relation to the performance of the Agreement, Assignment and/or Order. The Customer indemnifies MyParcel for this completely.
8. The Customer indemnifies MyParcel for all claims towards MyParcel which are related to customs duties, import duties and/or excise duties pertaining to the Consignments.
9. Any costs which may arise as a result of failure to observe the instructions and/or (offer) conditions of MyParcel and/or the Transporters by the Customer, are at the risk and expense of the Customer.

Article 32 Complaints and prescription

1. Unless stipulated otherwise in these Terms and Conditions, complaints need to be submitted by the Customer to MyParcel within a reasonable period after the complaint is discovered or could have reasonably been discovered. The reasonable period is no more than thirty (30) days.
2. If a complaint is well-founded, then the Customer needs to give MyParcel the opportunity to still perform the work activities as agreed upon or to deliver a replacement Product.
3. If the still to be performed part of the agreed upon work activities or the delivery of a new Product is no longer possible or appropriate, MyParcel will only be liable within the limits of these Terms and Conditions (including what is stipulated in article 30 of these Terms and Conditions).
4. Rights to claim and other competences of the Customer towards MyParcel, pursuant to any reason whatsoever, lapses in any case after the lapse of 1 (one) year from the time that the Customer may utilise these rights to claim and/or other competences towards MyParcel.

Article 33 Duration, termination by notice of termination, dissolution and suspension

1. An Agreement between Parties is concluded for an open-ended period, unless agreed upon otherwise and may be terminated by notice of termination by Parties with due observance of a notice period of one (1) month, unless expressly stipulated otherwise.
2. If a Customer does not comply with any obligations, then MyParcel is competent to suspend all its obligations.
3. MyParcel is competent to dissolve an Agreement with immediate effect and suspend its Services, without being liable for compensation towards the Customer, if the Customer does not perform the obligations from that Agreement, MyParcel determines (any suspicion of) fraud and/or the Customer acts in violation with what is considered socially acceptable.
4. MyParcel is competent to dissolve an Agreement if such circumstances take place that performance of this Agreement is impossible or can no longer be required of MyParcel in accordance with the requirements of reasonableness and fairness.
5. MyParcel is competent to dissolve an Agreement, if the Customer requests suspension of payment or it is granted to the Customer, in case the Customer is declared bankrupt or insolvent or a request to this end is submitted, in case the Customer is no longer able to pay its debts, proceeds to termination or winding-up of their business, placed under curatorship, or in the event that an administrator or curator is appointed.
6. If an Agreement is dissolved, all receivables of MyParcel on the Customer are immediately due and payable. If MyParcel suspends the performance of the obligations, it retains its claim pursuant to the law and/or an Agreement.
7. MyParcel and the Customer agree that the Customer may not invoke article 2:271 of the Dutch Civil Code (obligation to undo).



Article 34 Intellectual property rights

1. Each intellectual property right pertaining to the Website, the Platform, the Plug-ins and/or other links, in the broadest possible sense, continues to reside with MyParcel or its licensors. The Customer is not allowed to reproduce, disclose or copy these. If and to the extent necessary, the Customer acquires a nontransferable and nonexclusive right of use in order to be able to purchase the Services.
2. MyParcel and the Customer agree that MyParcel is and remains the entitled party of the (intellectual) property rights, including copyrights, which reside on all data which is processed with making use of the Platform, the Plug-ins and/or other links, entered by MyParcel, the Customers and/or visitors (“Data”).
3. To the extent that no (intellectual) property rights reside on the Data, MyParcel and the Customer agree that MyParcel is and remains the entitled party of all entered Data and that only a right of use accrues to the Customer, as stipulated in the first paragraph.

Article 35 Privacy and protection private life

1. Upon going through the registration process through the Platform as referred to in article 6 of these Terms and Conditions, the Customer takes note of, and agrees to among other things, the privacy agreements in the privacy statement as noted on the Website.
2. In the context of the performance of its Services, MyParcel uses the (personal) information received by it from the Customer of this Customer and the Addressees. A Customer will inform the Addressees about this use, and indemnify and completely compensate MyParcel for all receivables and costs following from the failure to comply with privacy laws and legislation applicable to the Customer.



Article 36 Personnel

The Customer is not allowed to, as long as the relationship between the Customer and MyParcel continues, as well as for one (1) year afterwards, employ employees of MyParcel or in another manner, directly or indirectly, have them working for the Customer, without prior permission in writing from MyParcel. Employees of MyParcel in this context are meant to be understood as persons who are employed by MyParcel or by one of the businesses affiliated to MyParcel or who were employed not longer than six (6) months ago by MyParcel or one of the businesses affiliated to MyParcel.

Article 37 Communication and administration

The version of any communication received or stored by MyParcel, as well as the administration of MyParcel, is considered as authentic, barring evidence to the contrary to be provided by the Customer.

Article 38 Performance obligations by Customer

1. The Customer is obligated to comply with all obligations following from an Agreement, Assignment, Order and/or any other agreement. This also applies if the Customer has concluded this Agreement, Assignment, Order and/or any other agreement for the benefit of another (affiliated) party. Nevertheless, MyParcel is at liberty to also address the other (affiliated) party in such a situation, who is jointly and severally liable for the performance of the obligations of the Customer.
2. If the Customer concludes an Agreement, Assignment, Order and/or any other agreement for the benefit of another (affiliated) party, the Customer is obligated to inform the other (affiliated) party of and to obligate them to the joint and several liability set out in the second paragraph.

Article 39 Transfer rights

MyParcel is entitled to transfer its rights and/or obligations following from an Agreement, Assignment, Order and/or any other agreement to a third party. The Customer hereby agrees at this time for such a transfer in such a case.

Article 40 Applicable law and dispute resolution

1. The Dutch law applies to each Agreement, Assignment, Order, as well as to each other legal relationship between MyParcel and the Customer.
2. The court of Amsterdam has exclusive jurisdiction to first take note of all disputes between MyParcel and the Customer.