



MyContracts Terms and Conditions.

Terms and Conditions

General.

Article 1 Definitions

1. General Terms and Conditions: the general terms and conditions of MyParcel;
2. Customer Service: handling customer enquiries relating to Shipping Services;
3. Services: the Shipping Services and Online Business Services;
4. Customer: any natural or legal person who enters into an Agreement with MyParcel, issues MyParcel Orders, places MyParcel Orders and/or otherwise qualifies as the other party to MyParcel;
5. (Customer) Link: A link that can be created by the Customer on the basis of the instruction as published on the platform, so that part or all of the functionalities of the platform can be used from the Customer's webshop;
6. MyContracts: the product name of the subscription;
7. MyParcel: the trade name of DM Productions B.V., which has its registered office in Hoofddorp, on Antareslaan 31 in (2132 JE) Hoofddorp, is registered in the Commercial Register of the Chamber of Commerce under number 34099758, and is a user of the General Terms and Conditions;
8. Order: every order from a Customer to MyParcel for the delivery of a Service;
9. Agreement: the agreement concluded between MyParcel and the Customer after the Customer has registered through the Platform and as soon as the Customer has been approved by MyParcel, including the present General Terms and Conditions. Under this Agreement, the Customer may issue Orders;
10. Parties: MyParcel and the Customer jointly;
11. Platform: the online platform accessible to the Customer through the website, where a Customer can purchase the Services;
12. Plug-in: software that ensures that part or all of the functionalities of the Platform are available from various online shopping platforms;
13. Carrier: the person who provides the transport of a Shipment;
14. Shipping services: the shipping services as described in the General Terms and Conditions;
15. Shipping label: a label containing the transport specifications, such as the address details of the Addressee, the address details of the sender and a barcode;
16. Terms and Conditions: these Terms and Conditions of MyContracts;
17. Website: the www.myparcel.nl website, or any other domain name used by MyParcel;
18. Shipment: a transport unit such as a package, letterbox parcel or pallet intended for an Addressee and provided with a Shipping Label.

Article 2 Applicability of Terms and Conditions

1. These Terms and Conditions are an addition to MyParcel's General Terms and Conditions.
2. These Terms and Conditions apply to the use of MyContracts.



3. The applicability of any purchase or other General or other Terms and Conditions of the Customer is expressly rejected.

Article 3 Deviations, nullity and voidability

1. Subject to the provisions of Article 4, deviations from these Terms and Conditions will only be valid if they have been expressly agreed in writing or electronically between the Parties.
2. If one or more of the provisions in these Terms and Conditions are annulled or should be annulled, the remaining provisions of these Terms and Conditions will remain in full force and effect. MyParcel and the Customer will then consult with each other in order to agree on new provisions to replace the null and void or annulled provisions, whereby the aim and purport of the null and void or annulled provisions will be taken into account as much as possible.

Article 4 Amendments to the Terms and Conditions

1. MyParcel has the right to change and/or supplement these Terms and Conditions. If MyParcel does so, it will send a notification in writing, by email or through the platform at least 30 days before the change and/or addition takes effect.
2. Amendments and/or additions apply to Agreements and Orders concluded and/or placed on and after the effective date, as well as to all other legal relationships between MyParcel and the Customer on and after the effective date.
3. Changes and/or additions also apply with regard to Agreements already concluded, Orders given and/or Orders placed, as well as to all other existing legal relationships between MyParcel and the Customer, unless otherwise stipulated.
4. If the Customer does not wish to accept an

amendment and/or addition to these Terms and Conditions, they may terminate the Agreements already entered into and cancel any Orders placed, all this up to and including the date on which the amended and/or supplemented Terms and Conditions take effect, unless MyParcel has indicated that the old Terms and Conditions remain in force for the Customer.

Article 5 MyContracts

1. In addition to shipping based on a shipping contract between MyParcel and a Carrier, the Customer may also use the Website, the Platform, Plug-ins and Links based on a subscription, while the Customer ships through their own shipping contract with a Carrier. The latter does not qualify as a Carrier within the meaning of these Terms and Conditions and the General Terms and Conditions. Customer Service as part of the Shipping Services with regard to the latter shipments is not applicable.
2. In theory, the subscription runs from the first day of the calendar month until the last day of the calendar month.
3. The subscription will continue automatically for as long as it is not terminated. The Customer may cancel the subscription at the end of the calendar month. The subscription may be cancelled at any time by logging into the Website and deactivating the subscription.
4. The Customer may start the subscription with a free trial period. The Customer may then try out the subscription – once only – for fourteen (14) days free of charge, i.e. the Customer does not pay any subscription fee during that trial period. Unless the Customer cancels the subscription before the end of the trial period, the Customer is obliged to pay the subscription fee.



- 5.** Under the terms of the subscription, the Customer pays a monthly subscription fee and a rate per shipment based on a graduated scale. The subscription fee and the shipment costs that the Customer owes for the use of MyParcel are charged on a monthly basis. The subscription fee is charged for the first time on the day that the subscription starts (pro rata). Subsequently, the subscription fee will be charged monthly in advance on the first day of the new month. The subscription starts on the first day following the end of the trial period.
- 6.** The subscription is only available to Customers who pay in arrears (by invoice and/or direct debit). If and when a Customer goes to 'pay in advance', the subscription will no longer be available and the Customer may no longer access the subscription. When the subscription is cancelled, the subscription will automatically end at the end of the month.
- 7.** Interim unilateral changes made by MyParcel to the subscription fees and/or related Services are permitted at all times, without MyParcel being liable to pay any form of compensation to the Customer. Any change as referred to here will not take effect until thirty (30) days after the Customer has been notified in writing.