



## Terms of Use for You Have Post

These general terms and conditions (“**Terms of Use**”) apply to the use of the Service, as described below, and to all information, recommendations and/or services that are delivered to you via the Service.

### 1. PostNL

The Service is offered by Koninklijke PostNL B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid), with its registered office at Prinses Beatrixlaan 23, 2595 AK The Hague, The Netherlands, registered with the Chamber of Commerce under number 27124700 (“**PostNL**”).

### 2. Considerations

- (i) PostNL offer the new notification service ‘You Have Post’ (“**Service**”);
- (ii) You wish to make use of the Service;
- (iii) You have already entered into an agreement – regarding the provision by PostNL of a PO Box number – with PostNL (“**PO Box Agreement**”);
- (iv) These Terms of use form an integral part of the PO Box Agreement, which are governed by the latest version of the General Terms and Conditions for PO Boxes;
- (v) By making use of the Service, you enter into an additional agreement with PostNL, subject to the provisions as set out in these Terms of Use (“**Addendum**”).

### 3. Subject

- 3.1 PostNL will deliver the Service ‘You Have Post’ to you for the duration of this Addendum. The Service ‘You Have Post’ consists of an e-mail notification sent in the morning if you have received mail items and/or packages in your PO Box which are not excluded from the Service (see 3.2).
- 3.2 The following Mail Items are excluded from the Service:
  - Mail Items with a format larger than C5;
  - Addressed Mail Items that are conveyed by postal companies other than PostNL;
  - Unaddressed Mail Items (such as leaflets distributed door-to-door);
  - Mail Items sent Cash on Delivery;
  - Mail Items sent with a Payment Service;
  - Legal letters;
  - Mail Items sent by Foreign Businesses and/or to a NAPO (Netherlands Army Post Office Number) address.
- 3.3 If you already make use of an additional service from PostNL (such as a Delivery Service or a Recipient Service) to the PO Box or the PO Box address, it is not possible to arrange the service to the PO Box or PO Box address.
- 3.4 PostNL is bound by the obligation to properly meet obligations arising from this Addendum.
- 3.5 PostNL is authorised to use third parties to perform the Service, without your prior consent.
- 3.6 PostNL is authorised to amend the Mail Items that are excluded, as set out in article 3.2, for the duration of this Addendum.

### 4. Duration

- 4.1 This Addendum takes effect when you provide PostNL with the required details for the Service via the electronic form and ends on the date that the PO Box Agreement ends, or when the Addendum is terminated as set out in article 4.2.
- 4.2 You are entitled to suspend the Service in the interim, or to terminate it, for whatever reason, which will also terminate the Addendum.
- 4.3 PostNL is authorised to terminate the Addendum in the interim at any time, without being required to pay any compensation whatsoever.

### 5. Liability

- 5.1 PostNL is not liable for any loss, except in the event of intent or gross negligence on the part of managers at PostNL.
- 5.2 You indemnify PostNL against third-party claims that are related to the performance of PostNL of the agreed Service Provision.

### 6. General

- 6.1 If one or more provisions arising from these Terms of Use conflict with the provisions of the PO Box Agreement, the provisions from these Terms of use will take precedence.
- 6.2 PostNL reserves the right to amend or supplement the Terms of Use unilaterally.
- 6.3 The Agreement is governed by Dutch law. Any disputes that arise from the Agreement will be submitted to the competent court in The Hague.

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