

General Terms & Conditions of FacilityLockers

Entry into force on the 20th of December 2016

FacilityLockers is an original solution, whose technology is based on the use of lockers (the “Locker(s)”), allowing users to :

- drop off and collect items from the Lockers, and subscribe to services (the “Service(s)”) via the websites <http://www.myservicebox.com/> or <http://www.facilitylockers.com/> (the “Website”) or via a web terminal;
- Request deliveries to the Lockers (the “Delivery Service(s)”).

The FacilityLockers solution is owned by TRIBOX EU S.P.R.L. (“TRIBOX”), a Belgian company having its registered office at rue du Serpentin 18 in 1050 Brussels, Belgium, registered with the Crossroad Bank of Enterprises under the number 0537.931.514

ARTICLE 1. Scope of application

- 1.1. These General Terms & Conditions apply to all relationships between TRIBOX and any persons (“you” or the “Customer”) using the Website and/or using the Services provided by TRIBOX on the Website.

Save Articles 3.2, 3.4 and 9, these **General Terms & Conditions are not applicable to** :

- The use of services provided directly by independent suppliers expressly identified on the Website (the “Supplier(s)”). This provision of services is instead subject to the Suppliers’ own terms and conditions, available on the supplier interface;
- The Delivery Services and/or any services subscribed to on other websites (for example, delivery services after purchase on an e-commerce website). These services are subject to the terms and conditions applicable to the website in question;
Together these are referred to as “External Service(s)” or “External Delivery Service(s)”.

- 1.2. Any conclusion of a contract with TRIBOX implies that the Customer has read, accepted and committed to comply with these General Terms & Conditions, as published on the Website.

The declaration of acknowledgment and acceptance is validated by the Customer through an electronic confirmation upon signing up on the Website.

Further amendments to the General Terms & Conditions shall be communicated via email (as indicated upon signing up) and shall be deemed accepted if the Website is accessed after receipt of such email.

- 1.3. Unless expressly agreed otherwise by TRIBOX, no derogations to these General Terms & Conditions will be accepted. All clauses which were not subject to a derogation will remain fully in force.
The Customer's own general and/or billing conditions will never apply to the contracts concluded with TRIBOX.

ARTICLE 2. Availability, identification, security

- 2.1. In order to access the Website and to apply for Services and/or to request a delivery to the Lockers, the Customer identifies himself using the identification mode with the password provided on the Website.
The Customer must keep his password secret and commits to inform TRIBOX immediately in the event that his password is lost, disclosed or stolen by third parties.
Any use of the Services, if requested after the valid identification of the password, will be considered as being performed by the Customer.
- 2.2. The Customer commits to notify TRIBOX immediately of any problem relating to the access and use of the Website.
- 2.3. For security and/or maintenance reasons, TRIBOX may at any time :
- suspend or interrupt the Website's services ,
 - change the access procedure, the identification mode, the access to the identification mode and the security measures,
 - alter the Customers' passwords.

ARTICLE 3. Services and Service requirements

- 3.1. The Services available to the Customer are listed on the Website.
These Services might either be provided by TRIBOX and its subcontractors, or by independent Suppliers.
The Customer shall only use the Services for personal purposes and not for commercial purposes.
When dropping off items, the Customer commits to always packing items in a suitable way according to their characteristics.
- 3.2. You expressly agree that the shipper, Supplier and/or anyone who must deliver a parcel to you, has effectively fulfilled his delivery obligation by delivering the parcel to the designated Lockers.
- 3.3. Specific requirements for the Dry-Cleaning Service:
- When making a drop-off, the Customer must:
- pack his items in a closed bag with his name and address inside;

- pack small items, handkerchiefs and delicate or valuable articles separately, and ensure that valuable articles are accompanied by a note informing TRIBOX of their special status;
- remove any objects attached to items of clothing (buttons, clasps, buckles, belts, plastic, rubber or leather trimmings) unless these can withstand the treatment prescribed for cleaning these items;
- remove any dangerous objects that might damage the items of clothing (i.e. cufflinks, broaches, badges, pens, lipstick, coins, etc.).

3.4. Specific requirements for the Delivery Service:

Any unsuitable content is prohibited from storage in the Lockers and shall therefore not be delivered to the Lockers, for example: drugs, dangerous materials, explosive materials, frozen or refrigerated food (in the latter case, when the Locker is not refrigerated or frozen).

ARTICLE 4. Prices, payment methods and payment

- 4.1. The prices indicated on the Website and the Lockers are merely indicative. Before confirming the order, the Customer receives an all-included overview of the total price and/or method of pricing. By confirming the order, the Customer explicitly agrees to the price charged. Services will only be provided by TRIBOX after payment of said price.
- 4.2. Prices are expressed in EURO. They are non-negotiable. Promotional and/or special discount prices (in any form) are not cumulative.
- 4.3. The following payment methods are accepted:
- Visa via Adyen (Online)
 - Mastercard via Adyen (Online)
 - Bancontact via Adyen (Online)
- The online payments are managed by Stripe company. In order to guarantee the security of online payments and the confidentiality of the Customer's personal data, the online transactions will be encrypted by SSL technology. Your credit card information will not be retained by TRIBOX. TRIBOX can change and/or extend the payment methods. These modifications and/or extensions will be communicated through the Website.
- 4.4. Where applicable, any costs connected to the payment method will be clearly communicated to the Customer.

ARTICLE 5. Right of withdrawal

- 5.1. For the provision of all Services, the Customer may exercise his right of withdrawal within 14 days after the conclusion of the contract (order of Services), without motivation and without penalty, as granted by article VI.47. of the Belgian “Code de droit économique” (here after “CDE”).
However, this right can no longer be exercised if the Service has already been performed (article VI.53. CDE).
For further information, please refer to article VI.47 and following of the CDE.
- 5.2. In order to properly exercise his right of withdrawal, the Customer must inform TRIBOX of his intention to renounce to the purchase:
- By using the renouncement form available on the Website; or
 - By an explicit written statement of this intention, addressed to TRIBOX.
- TRIBOX shall acknowledge its receipt of this communication.
- 5.3. Where applicable, and if the Customer has exercised his right of withdrawal properly and in due time, TRIBOX notifies the Customer by email that the goods are available/have been returned for collection by the Customer within 24 hours.
- 5.4. Where applicable, the price paid by the Customer will be reimbursed by TRIBOX no later than 14 days after receiving the declaration of renouncement.
The reimbursement will be carried out using the same payment method as the initial transaction (mainly transfer to the bank account stated by the Customer on the renouncement form for this purpose).
No costs will be charged to the Customer for this reimbursement.

ARTICLE 6. Terms of provision of Services/delivery

- 6.1. The term for the delivery of Services is merely indicative.
The Customer waives any right other than that to withdraw his order up to 14 days after it is placed, by serving a formal notice to TRIBOX in a registered letter, with acknowledgment of receipt;
- 6.2. Delivery is made at the place selected by the Customer in his application for Services.
- 6.3. The order remains available for pickup for at least 3 business days, up to a maximum of 7 business days.
During busy periods, TRIBOX reserves the right to withdraw the order from the Locker after 3 business days have gone by, and to store it instead at its storage centre.
The Customer shall always receive a final warning 24 hours before the withdrawal of his order from the Locker.
- 6.4. After delivery to the Locker, the Customer receives a confirmation that his order is ready for pickup.
A reminder email will be sent after 24 hours, then 72 hours.
A last reminder is sent 5 days after delivery.

- 6.5. If the Customer fails to make payment and/or collect his items/order and/or confirm his withdrawal of the items/order from the Locker, TRIBOX reserves the right to charge an extra fee of 5 EUR/day, starting 24 hours after the last reminder is sent.
- 6.6. If the Customer does not contact TRIBOX to pick up the items/order, these become the property of TRIBOX twelve months after their delivery, without any compensation being payable to the Customer.

ARTICLE 7. Claims

- 7.1. TRIBOX's Customers are requested to inspect the goods immediately after delivery.
- 7.2. Under penalty of preclusion, all claims regarding defective, damaged or lost items have to be notified by registered letter to TRIBOX EU, 18 Rue du Serpentin 1050 Bruxelles or via email to info@FacilityLockers.be, within **10 days of the collection of the items/parcel by the Customer**.
- 7.3. Concerning the Dry-Cleaning Service, if clothes are worn (after having been collected from the Locker), no complaints are admissible unless the defect was not detectable until the clothing was worn.

ARTICLE 8. Defects and lost items

- 8.1. At TRIBOX's request, the Customer must return the defective/damaged item to TRIBOX for expert review, and TRIBOX will acknowledge its receipt. If a Customer's complaint regarding a damaged item is admissible and justified, TRIBOX will first try to repair it. In case it cannot be repaired, TRIBOX shall pay a compensation for the article.
- 8.2. Items are considered effectively lost 15 days after their loss is reported to TRIBOX.

ARTICLE 9. Liability

- 9.1. TRIBOX waives any liability for Services provided directly by independent Suppliers expressly identified on the Website, as well as External Services and/or External Delivery Services. The above contractual relationships are ruled by the terms and conditions of the independent Suppliers or the other websites.

9.2. TRIBOX waives any liability in case of force majeure, fortuitous event or **any event beyond its control**, such as **theft**, Customer behaviour contrary to these General Terms & Conditions, labour disputes, supplier delivery delays, shortages of materials or transport, wars, riots, fires, natural disasters, weather problems, serious road accidents during transport, serious illness or unexpected death of the suppliers' staff, when they result in a delay or preclude the execution of the Service.

TRIBOX is presumed to be in one of those cases of exemption; it will not have to prove the unpredictability or the irresistibility of the event, nor its inability to perform its obligations.

Unless by mandatory legal provision, TRIBOX is under no obligation to compensate damage arising from a case of *force majeure*, whatever the nature of the damage, direct or indirect, foreseeable or unforeseeable.

TRIBOX shall communicate the existence of the *force majeure* to the Customer as soon as possible .

- 9.3. Except in the case of fraud or gross negligence, any generally liability is limited to :
- For the Services: fifty percent (50%) of the total price of the item or three (3) times the Service charge, whichever is lower;
 - For safeguarding parcels after External Services or External Delivery Services have occurred: twenty-five percent (25%) of the total price of the item/parcel, with a maximum amount of 150 EUR.

TRIBOX shall not under any circumstances whatsoever be liable for indirect or consequential loss, nor for the consequences of delay or deviation, however caused.

ARTICLE 10. Privacy & Data protection policy

10.1. TRIBOX collects the personal data communicated by the registered users on the Website. Amongst others, the following personal data may be collected: name (first name and surname), postal address, phone number (including mobile phone number), office number, fax number, email address, date of birth, IP address.

10.2. TRIBOX shall use reasonable endeavors to respect confidentiality and safeguard any and all personal data it processes, and to ensure that all processing operations involving personal data are carried out in accordance with the applicable laws and good privacy management practices.

By registering on the Website, you agree and consent to TRIBOX collecting, using, disclosing such personal data to its authorised service providers and third parties in the manner set forth in this article.

10.3. Should you wish to access your personal data, correct the information TRIBOX holds about you, or lodge a complaint, please contact the Data Protection Officer (the "DPO").

TRIBOX will examine all incoming requests carefully and process all valid requests within 28 days according to standard procedures, as set out below. To facilitate TRIBOX's timely response to your enquiry or complaint, we invite you to provide TRIBOX with:

- a written request, dated and signed;
- proof of your identity; and
- if you are making a request on behalf of another person (e.g. as their legal representative, family member or friend), evidence of your entitlement to act for that person, i.e. a power of attorney.

Your request can be e-mailed, faxed, sent by regular post or left at the reception of the DPO.

The DPO contact details are as follows:

E-mail: info@facilitylockers.com
Postal address: Facilitylockers
À l'attention du DPO
rue du serpent in 18
1050 Bruxelles

10.4. Personal data are collected for the following purposes : to process orders; to enhance and personalize communication, for instance by informative mail/e-mail, as well as in the context of the personalization of the Site according to the Customers' recorded preferences; to conduct market research and analysis; for direct communications through voice calls, text messages, email, direct mail and facsimile messages; for payment and/or credit control purposes; to notify you of any changes to our policies or activities which may affect you; to respond to queries and feedback; to inform you of any new developments or activities carried out by TRIBOX and other third parties with whom we are associated.

10.5. TRIBOX may disclose your personal data to the following third parties: regulators and law enforcement officials; lawyers; auditors; third party service providers and consultants including web hosting and membership portal vendors; credit, debit and charge card companies, banks and other payment processing entities; and any agent or subcontractor acting on TRIBOX's behalf for the organisation of TRIBOX's activities.

TRIBOX may also disclose your personal data to the abovementioned third parties in connection with the following: to the extent that TRIBOX is required to do so by law; in relation to any legal proceedings or prospective legal proceedings; to establish, exercise or defend TRIBOX's legal rights; for the purpose of processing such information on TRIBOX's behalf; for third parties to provide services to TRIBOX or on its behalf; for the acquisition by a third party of all or part of TRIBOX and/or all or part of TRIBOX's business; if you have given consent; for the purposes of disaster recovery, including in the event of a data breach.

TRIBOX may also provide consolidated statistics to trustworthy third parties concerning its registered users, sales, exchanges structures and information. However, those statistics shall not contain any personal data.

- 10.6. TRIBOX may sell, commercialize or send your personal information to a third party provided that the personal information is not processed in a way incompatible with the purposes mentioned above.
- 10.7. Furthermore, TRIBOX is not responsible and cannot be held liable for the actions of any third party organisation operating third party websites, regardless of whether they are in any way connected to the TRIBOX website, or whether you have linked or been directed to those sites by the TRIBOX website.
- 10.8. TRIBOX uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal data.
- 10.9. TRIBOX will delete or otherwise anonymize any personal data in the event that the personal data is no longer required by TRIBOX for any reasonable business or legal purposes. Personal data will be deleted from TRIBOX's electronic, manual, and other filing systems in accordance with TRIBOX's internal procedures and/or other agreements.

ARTICLE 11. Intellectual property

- 11.1. The Customer expressly acknowledges that the intellectual rights concerning the name, all transmitted information, all pictures, all communications or other expressions concerning the Services and/or the Website are and remain the exclusive property of TRIBOX, its suppliers or other holders of rights. Intellectual property rights include patents, brand rights, copyright, design and models and other intellectual property rights such as technical and/or commercial know-how, methods and concepts.
- 11.2. Nothing in the General Terms & Conditions, nor any act of copying and/or downloading information, can be considered as a partial or complete transfer of the intellectual property of TRIBOX to a third party or to the Customer. The Customer shall not infringe the intellectual property rights of TRIBOX. The Customer is allowed to copy or to download his own data or the information which is his exclusive property, provided that he does not alter any copyright or restriction of liability clause or any other provision.

ARTICLE 12. Modification of these Terms & Conditions

- 12.1. TRIBOX can modify the present General Terms & Conditions, the prices on the Website, the Services line and its offers at any time and will notify the Customer of

these changes on the Website. These changes are applicable as soon as they are published on the Website.

The use of the Website or the access to a terminal after the publication of the modification of the General Terms & Conditions signifies the acceptance of this modified version of the General Terms & Conditions.

The Customer is requested to consult the General Terms & Conditions regularly.

ARTICLE 13. Settlement of disputes

13.1. When a conflict relating to the interpretation and/or the fulfillment of the contract and the present General Terms & Conditions arises, the Customer must contact one of TRIBOX's representatives as soon as possible (see 'contact' section on the Website).

TRIBOX will do its utmost to address the problems, claims and observations of the Customer in a constructive manner, but always with reference to the General Terms & Conditions.

TRIBOX will not tolerate any form of intimidation, defamation, threat, unreasonable behavior, offense or unfounded incrimination aimed at TRIBOX or one of TRIBOX's representatives; this behavior will result directly in the line of communication being handed over to our specialized legal team.

13.2. If TRIBOX and the Customer cannot reach an agreement on the repair, replacement, or compensation with respect to an item after a period of two months, they shall bring the dispute either before the relevant Consumer Arbitration Commission (for example, CACET asbl) or before the ordinary courts.

Once the Arbitration Commission has been chosen, the ensuing decision shall be binding and without appeal in accordance with the clauses of the Judicial Code (article 1676 and following).

All procedures before the Arbitration Commission must be brought in accordance with the Commission's regulations.

If the parties bring the disputes before the ordinary courts, only the Courts of the judicial district of Brussels are authorized, as far as legally admissible. These Courts will have exclusive jurisdiction for all issues, conflicts and disputes concerning the validity, the interpretation, the enforcement or the termination of the contract between the parties. The language used for legal disputes will be French. In order to facilitate the communication with the other party, TRIBOX may decide - at its own discretion - to use the English language, but this is never to be considered as an obligation.

13.3. All issues, questions and disputes concerning the validity, the interpretation, the enforcement or the termination of the contract between the parties shall only be governed and construed by Belgian law. No effect shall be given to any other choice

of law or to any conflict-of-law rules or provisions (Belgian, foreign or international) that would result in the appliance of another law or of the Vienna convention concerning international sales.

ARTICLE 14. Miscellaneous provisions

- 14.1. The provisions contained in each article of these General Terms & Conditions shall be enforceable independently of each of the others, and their validity shall not be affected if any of the others is deemed invalid. If any of these provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid.
- 14.2. If a provision is found to be lacking in these General Terms & Conditions, the parties will refer to the procedures in force in the remote sales sector whose companies have headquarters in Belgium.

ARTICLE 15. Terms and conditions previously in force

- 15.1. Between [*] and [*] the following terms and conditions were applicable: [*]

15.1. Between 07/07/2014 and 02/12/2016 the following terms and conditions were applicable : http://www.myservicebox.com/terms_and_conditions