

UNISEND SIA SELF-SERVICE USE RULES

Effective as of 01-03-2024

1. DEFINITIONS

1.1. These rules (hereinafter referred to as the Rules) define the procedure for using the electronic self-service system of Unisend SIA (hereinafter referred to as the Company).

1.2. For this clause, the terms defined in the Rules shall have the meanings ascribed to them in the Rules:

1.2.1. **'Customer'** means a natural or legal person who uses the Company's services in the electronic self-service.

1.2.2. **'Electronic Self-Service'** means an electronic self-service system where the Customer can order services provided by the Company.

1.2.3. **'Services'** means parcel and related services provided by the Company. The descriptions, fees, and conditions of the Services are publicly available at unisend.lv.

1.2.4. **'Business Customer'** means a natural or legal person who has entered into (a) service contract(s) with the Company.

1.2.5. **'Private Customer'** means a natural or legal person who uses the Company's Services, but has not concluded a service contract with the Company.

1.2.6. **'Parcel'** means a parcel prepared for dispatch and addressed by the customer in electronic Self-Service and delivered to the receiver in a parcel locker.

1.2.7. **'Sender'** means the customer sending the parcel.

1.2.8. **'Receiver'** means the natural or legal person to whom a parcel sent by the sender is addressed.

1.2.9. **'Parcel Label'** means a label affixed to a parcel in the required format, containing the (full) name and address of the sender and the receiver, and any other details necessary to provide the service.

1.2.10. **'Parcel Locker'** means a self-service device marked with labels from Unisend or other company partners, which a customer can use to send or collect a parcel addressed to them.

1.2.11. **'E-Banking'** means prepayment for services ordered via electronic self-service.

1.2.12. **'Credit Payment'** means payment for services rendered during the previous month, according to a VAT invoice submitted by the Company.

1.2.13. **'Payment by Card at the Parcel Locker'** means a payment method for services ordered in electronic self-service when sending a parcel at a parcel locker and selecting this payment method during the preparation of the parcel in electronic self-service.

1.2.14. **'Online Payment Facilitator'** means a company licensed to administer online banking and card payments.

2. GENERAL PROVISIONS

2.1. Electronic Self-Service is designed for private and business customers to prepare and electronically submit service orders to the Company independently.

2.2. The prices for services ordered via the Electronic Self-Service shall be determined based on the rates in force at the time of ordering. These are publicly available at unisend.lv or in a service contract agreed with the business customer.

2.3. For private customers, the electronic self-service displays the final price to be paid for the services ordered, i.e., if the services ordered are subject to value-added tax (hereafter referred to as VAT), it displays the price of the services in euros including VAT.

2.4. For business customers, the electronic self-service shows the price of the services ordered in euros excluding VAT.

2.5. Electronic self-service is available for:

2.5.1. natural persons with legal capacity registered in the electronic self-service following the Rules;

2.5.2. natural persons with legal capacity not registered in the electronic self-service and who purchase services following the Rules;

2.5.3. legal persons acting through authorised representatives registered in the electronic self-service following the Rules.

- 2.6. By registering, business and private customers unconditionally confirm they can order services from electronic self-service.
- 2.7. By placing an order for services in the electronic self-service, the private customer confirms that these Rules shall become a contract between him and the Company and a binding legal document for the parties. The contract shall be deemed to have been concluded when the private customer confirms their service order on the electronic self-service and pays for it by one of the payment methods specified in the Rules.
- 2.8. The Business Customer shall be subject to the terms and conditions for ordering and provision of services as specified in the contract(s) concluded between the business customer and the Company. The business customer shall pay for the services ordered through the electronic self-service under the procedure and terms specified in the service contract(s) concluded with the Company.
- 2.9. Notices and/or documents submitted to the customer via electronic self-service shall be deemed written notices and/or documents. They shall be deemed to have been served from the moment they are delivered to the delivery account of the customer via electronic self-service.
- 2.10. If the Customer fails to comply with these Rules or if their actions interfere with the operation of the electronic self-service, the Company shall have the right to restrict or terminate their access to the electronic self-service by suspending or closing their electronic self-service account without notice.
- 2.11. The Company shall have the right to modify and extend the functionalities of the electronic self-service.
- 2.12. The Company shall have the right to send informative notifications to the customer about changes in the functionalities of the electronic self-service, changes in the terms and conditions for the provision of shipping services, pricing and payment, and other information to ensure the quality-of-service provision.
- 2.13. The Company shall not be liable if the customer is unable to use the electronic self-service due to the latter being inoperative due to factors beyond the control of the Company but undertakes to use its best endeavours to ensure that the electronic self-service functions as smoothly as possible.
- 2.15. The Company shall have the right to restrict or suspend the access to the electronic self-service account of the Customer if this is necessary due to unforeseen or force majeure circumstances or other objective reasons.
- 2.16. If the business customer becomes a debtor of the Company and/or if the service contract(s) concluded between the customer and the Company expires, the customer shall no longer be able to use the electronic self-service under the terms and conditions applicable to a business customer and to pay for the services ordered via the electronic self-service by credit card payment method. In this case, the customer becomes a private customer and is subject to the terms and conditions of private customer electronic self-service.

3. REGISTRATION, ACCESSING THE ACCOUNT, CLOSING THE ACCOUNT

- 3.1. In order to use the electronic self-service, the customer can register following the procedure established in the Rules:
- 3.1.1. A private customer can register by filling out the registration form in the electronic self-service login window. The registration form must contain detailed personal data of the customer: full name, e-mail, address, telephone number, and other data necessary for the provision of services. Alternatively, a private customer can log in using other accounts if such options are provided. A private customer can send parcels without registering to the self-service, in which case certain functionalities may be restricted.
- 3.1.2. A business customer shall register by logging in with the login name and initial password provided by the Company. The first time a business customer logs in, they must change their original password.
- 3.2. The customer is responsible for ensuring that the data provided during the registration on the electronic self-service and the use of their account is accurate, correct, and complete. If the details provided by the customer at the time of registration change, the customer must update them without delay.
- 3.3. The Company shall not be liable for any damage caused to the customer and/or third parties as a result of the customer's provision of incorrect and/or incomplete data or failure to amend and complete the data after it has changed.
- 3.4. The customer has the right to change, amend, or correct some of their electronic self-service account details and close their account.

- 3.5. When registering, the customer creates an individual password and undertakes to protect it and not to disclose it to any third party.
- 3.6. The customer shall ensure that the electronic self-service account accessed with the login credentials (username and password) provided by the Company or created by the customer shall only be used by the customer or their legally appointed representatives. If a customer's e-self-service account is used by a third party who has logged in with their login details, the Companies shall treat that person as a customer and shall not be liable for any consequences arising from the third party's activity.
- 3.7. To reduce the risk of unauthorised access to the customer's electronic self-service account, it is recommended to create a complex, hard-to-predict password (the password must be at least 8 characters long, with upper and lower case letters and numbers, and without using easily predictable words or numbers) and to change the password at least once every 6 (six) months.
- 3.8. If the customer has lost their login details (username and/or password) or suspects third parties are using their electronic self-service account, they must immediately change their password and inform the Company via the contact details provided on unisend.lv
- 3.9. The following circumstances may result in the closure of a customer's account:
- 3.9.1. At the customer's request, this can be initiated at any time in the electronic self-service itself;
 - 3.9.2. At the Company's initiative, following point 2.10 of the Rules;
 - 3.9.3. If the customer has not logged in to the electronic self-service account for more than 3 years;
 - 3.9.4. If the customer withdraws consent to processing their personal data in the electronic self-service.
- 3.10. If the customer's account is closed and the customer wishes to use electronic self-service again, the customer will have to re-register in electronic self-service and create a new account.

4. METHODS OF PAYMENT FOR SERVICES

4.1. Payment through self-service e-banking/by card:

4.1.1. This method applies only to private customers. This payment method allows payment for services ordered via electronic self-service in the most popular e-banking systems.

4.1.2. An online payment facilitator administers the payments made by the customer via e-banking. When the customer connects to e-banking through the secure channel of an online payment facilitator, a payment order is initiated to the bank of the customer's choice.

4.1.3. A VAT invoice shall be submitted to the customer's electronic self-service account after the customer has indicated their preference for an invoice at the time of purchase. This way, the invoice will be sent to the customer by e-mail within 7 calendar days from the date of the order.

4.2. Payment by credit:

4.2.1. This method applies only to business customers. Services ordered by a business customer on the electronic self-service shall be paid for following the procedure and terms specified in the service contract(s) concluded with the Company.

4.2.2. If the services ordered via e-self-service are subject to (a) service contract(s) with the Company, this payment method shall be set automatically.

4.3. Payment by card at the parcel locker:

4.3.1. Payment by card at the parcel locker can be used for private customers who have ordered parcel services via the electronic self-service system and selected this payment method. Payment is then made at the parcel locker when the parcel is placed for delivery.

5. ORDERING SERVICES

5.1. By ordering services via the electronic self-service, the customer confirms that their data for parcels and orders are valid and correct.

5.2. When placing an order in the electronic self-service, the customer must provide the (full) name, mobile phone number, city, and post office of the sender and the receiver and the sender's e-mail address.

- 5.3. The customer shall ensure that the data they provided concerning the receiver and their data are true, correct, and complete.
- 5.4. The customer is responsible for the following factors of the electronic self-service parcel:
- 5.4.1. correctness of the dimensions (weight, volume, length, width);
 - 5.4.2. proper packaging;
 - 5.4.3. proper application of the parcel labels;
 - 5.4.5. delivery of the parcel to the parcel locker or handing it over to the Company's employee who has come to pick it up (according to the choice made in the order of the parcel).
- 5.5. The parcel label must be affixed in a visible place, clearly legible, intact, and undamaged. Correcting or modifying the parcel label by adding information by hand is forbidden.
- 5.6. A parcel prepared and submitted by the customer via the electronic self-service may not be sent by the Company if:
- 5.6.1. The parcel is not properly packed;
 - 5.6.2. Parcel without a parcel label, with a damaged or illegible label or handwritten information;
 - 5.6.3. the parcel locker to which the parcel must be delivered is incorrect;
 - 5.6.4. the dimensions (weight, volume, length, width) do not correspond to the parameters specified by the customer.
- 5.7. In the cases provided for in point 5.6 of the Rules, the parcel shall be kept for 7 calendar days. The Company shall inform the customer using the customer's contact details (phone number or e-mail address) indicated in the electronic self-service. If the customer fails to update the dispatch details or to collect the parcel within the retention period referred to in this point, the parcel shall be transferred to the ownership of the State under the procedure established by law.
- 5.8. The customer may use the electronic self-service service within three (3) months from ordering the service, i.e., the parcel label purchased by the customer shall be used within a maximum period of three (3) months.
- 5.9. The customer has the right to withdraw from the contract, i.e., to return the purchased and unused parcel label within 14 (fourteen) calendar days from the date of purchase of the label. To return an unused parcel label purchased through the electronic self-service, the customer must fill out the Refund Form available at [unisend.lv](https://www.unisend.lv). The money will be refunded to the same account used to pay for the return label. The Company shall not be deemed to breach the refund conditions if it cannot turn over the money due to the Buyer's fault.

6. MAKING REQUESTS, CLAIMS, OR OTHER ENQUIRIES

- 6.1. The customer may submit a request, claim, insight, suggestion, or other enquiry to the Company concerning the electronic self-service:
- 6.1.1. on the Company's website, [unisend.lv](https://www.unisend.lv), by filling out the contact form;
 - 6.1.2. in the case of a claim — on the Company's website, [unisend.lv](https://www.unisend.lv), by filling out the claim form;
 - 6.1.3. by calling the Company's customer service telephone number provided at [unisend.lv](https://www.unisend.lv).

7. PROCESSING OF PERSONAL DATA AND PERSONAL DATA CONTROLLERS

- 7.1. All information about processing customers' personal data in the electronic self-service can be found in the electronic self-service privacy notice.
- 7.2. Contact details of the controller of the customer personal data: Unisend Latvia SIA, legal entity code 40203523445, address Čiekurkalna 2. līnija 30A Rīga, Latvia, e-mail: info@unisend.lv.
- 7.3. You can contact us at dataprotection@unisend.lv for personal data processing issues.

8. VALIDITY OF THE RULES AND AMENDMENT OF THEIR TERMS

- 8.1. The customer must read and become familiar with the Rules before using the electronic self-service.

8.2. The customer must indicate that they accept the obligations in the Rules. A private customer shall do so by registering in the electronic self-service or by making a payment if they are an unregistered user, and a business customer shall do so by logging in for the first time with the login details provided by the Company for the electronic self-service.

8.3. By ticking 'I accept', the customer confirms that they have read and understood the Rules and undertake to comply with them. If the customer does not tick 'I agree', the customer will not be granted access to the electronic self-service.

8.4. The Company shall have the right to unilaterally amend the Rules by informing the customer in the electronic self-service, at the e-mail address specified in the customer's electronic self-service account or by other means. The customer understands that by continuing to use the electronic self-service after the update of the Rules, the customer accepts the changes made.