

## TERMS OF USE OF SMARTPOST ITELLA E-SHOP

The owner of the online shop of the parcel delivery service [my.smartpost.lv](https://my.smartpost.lv) (hereinafter referred to as the e-shop) is Itella Logistics SIA (registry code 40003567822), juridical address "Ciedri", Kekava's parish LV-2123, Latvia.

### 1. GENERAL PROVISIONS

- 1.1 The terms of use (hereinafter referred to as the *Terms*) of the e-shop of Itella Logistics SIA (hereinafter referred to as *Itella*) stipulate the procedure for buying parcel services in the e-shop and the procedure and terms and conditions for using the purchased service.
- 1.2 The transport service for sending Parcels from all the Smartpost Parcel Terminals located in Latvia, and the related additional services (hereinafter referred to as the *Services*) can be purchased in the e-shop.
- 1.3 The services are provided in accordance with the legislation of the Republic of Latvia and the Convention on the Contract for the International Carriage of Goods by Road. The general terms and conditions of the *Services* of Itella stipulate the procedure and terms and conditions for the provision of the parcel terminal services, which can be found on the Itella [website](#) and are applicable to the *Services* purchased in the e-shop.

### 2. DEFINITIONS

- 2.1 **Client** means a natural person who is a registered or an unregistered user of the e-shop and who has entered a distance contract for the provision of *Services* by Itella.
- 2.2 **Distance Contract** means the contract between Itella and the Client for the provision of *Services* via the e-shop (according to Regulations No. 255 of the Cabinet of Ministers of the Republic of Latvia on *Regulations Regarding Distance Contracts*).
- 2.3 **Parcel** means an appropriately packaged and labelled object.
- 2.4 **Shipment** means (a) properly packaged and marked Parcel or Parcels to be sent from one Sender to one Recipient. Separately packaged Parcels are handled as independent Shipments.
- 2.5 **Sender** means the person who wishes to send a Shipment to the Recipient.
- 2.6 **Recipient** means the person to whom the Shipment must be delivered and who has the right to take delivery of the Shipment.
- 2.7 **Order** means the Distance Contract prepared by the Client in the e-shop for the provision of the Service.
- 2.8 **Smartpost parcel Terminal** means a device in a fixed location that makes it possible to receive Shipments from Senders and deliver them to the Recipients.
- 2.9 **Smartpost Parcel Pickup point** means fixed location where is possible to deliver shipments to the Recipients.
- 2.10 **Smartpost terminal Door Code or PIN** means the numeric code which opens the door of the Parcel Terminal locker related to the Order.
- 2.11 **Smartpost parcel point PIN** is a numeric code, upon presentation of which the Receiver will receive his shipment.

- 2.12 **Reservation** means the service that guarantees that a Shipment of the selected size is sent from a specific parcel terminal according to the validity of the Door Code.
- 2.13 **Sorting Centre** means the structural unit of Itella where Shipments are sorted, distributed and stored.
- 2.14 **E-shop** means the online ordering environment on the website [my.smartpost.lv](https://my.smartpost.lv), which can be used to register the Parcels to be sent and pay for the Services.

### 3. PLACING AN ORDER

- 3.1 The Client can purchase the Services for sending Parcels and the related additional services from all the Parcel Terminals located in Latvia in the e-shop.
- 3.2 The number of Door Codes equal to the number of purchased parcel terminal services will be sent to the Client's e-mail address after payment for the purchase, which the Client can then use to place the specific Parcels in the selected Parcel Terminal. Registered users can see the statuses of the Parcels and the issued Door Codes and invoices in the e-shop at any time.
- 3.3 Itella cannot provide the Services if the Client has not placed the Parcels in the selected Parcel Terminals.
- 3.4 The Door Code provided for sending a Parcel is valid for the selected Parcel Terminal and during the opening hours of the location of the Parcel Terminal. The validity of the Door Code selected by the Client is displayed when the order is placed and e-mailed to the Client with the Order confirmation.
- 3.5 The Door Code opens a Parcel Terminal locker of the size the Client has paid for. The Client is responsible for purchasing the Service with the correct locker size.
- 3.6 In order to ensure that the Parcels will arrive at their destination, the Client has to place the Parcels in the Parcel Terminal with the Door Code issued for the specific Parcel and label the Parcel according to the guidelines (labelling or written the name and the mobile phone number of the Recipient; the name and mobile phone number of the Sender).
- 3.7 The prices for the Services are shown during the purchasing process and they change according to the conditions chosen by the Client (place of destination, size, additional services).

### 4. PAYMENT OPTIONS

- 4.1 The Client undertakes to pay Itella a fee for the provision of the Services pursuant to the valid price list that can be found on the site of the e-shop. All the prices displayed in the e-shop are in Euros and include the VAT applicable in the Republic of Latvia.
- 4.2 It is possible to pay for the orders by credit card (Visa or MasterCard) or via Latvian bank links (Swedbank, SEB, Luminor and Citadele). Payments are processed outside the e-shop environment in the secure payment environment of the respective bank or service provider. Itella shall not have access to the Client's bank or credit card information.
- 4.3 The contract enters into force when the amount payable is transferred to the bank account of Itella.

## 5. RIGHT OF WITHDRAWAL

- 5.1 The Client has no right of withdrawal from the Order purchased via the e-shop (according to Regulations No. 255 of the Cabinet of Ministers of the Republic of Latvia on *Regulations Regarding Distance Contracts*)
- 5.2 When placing an order in the online store, registered users can change the information about the Receiver until the order is paid.
- 5.3 The Door Codes that were sent to the Client but were lost or destroyed can be viewed in the e-shop environment (registered user) or recovered by contacting Itella Customer Service (+37127305558 / [e-smartpost@itella.com](mailto:e-smartpost@itella.com)).
- 5.4 The cost of the Orders not used is not subject to be refunded.

## 6. LIABILITY

- 6.1 The Client must provide correct personal data and use a valid e-mail address when registering as a user in the e-shop.
- 6.2 The e-shop has the right to cancel the placement of the Order and/or remove the Client from the e-shop if there are suspicions that the Client acts dishonestly or illegally.
- 6.3 The e-shop is not liable for any possible mistakes made by third parties that cause a situation where the bank transfer or card payment may fail.
- 6.4 The e-shop is not liable for any damage associated with the purchased Order falling into the hands of third parties or for any lost Door Codes that were sent with the Order.
- 6.5 Itella is liable for any non-compliance or deficiency of the Services sold to the Client according to the general terms and conditions of Itella services, what can be found on the Itella [website](#).
- 6.6 Client may place only one package in one compartment of the Smartpost terminal. Package must be prepared with appropriate inner and outer packaging, in order to ensure that the contents of the shipment will not be damaged during transportation.
- 6.7 When placing a shipment in the Smartpost terminal, the Client is responsible for ensuring that the door of the terminal compartment is carefully closed to prevent the loss of the shipment.

## 7. PERSONAL DATA PROCESSING

- 7.1 Itella is the controller of the personal data of the Client. The e-shop will use the personal data provided by the Client (including name, phone number, address, e-mail address) only for processing the Order and providing the Service.
- 7.2 When processing personal data, Itella complies with the applicable data protection laws, international data protection legislation and the provisions, orders, instructions and recommendations set out by the competent data protection authorities. The Privacy Policy is an inseparable part of the general terms and conditions of Itella services and it can be found on the Itella [website](#).

- 7.3 Personal data are processed in the manner specified in the Privacy Policy and to the extent necessary for the provision of services, i.e. for making payments and for the receipt, sorting, transport and delivery of the Shipments. In other cases, i.e. for marketing campaigns and raffles, Itella processes personal data with the Client's consent.
- 7.4 The controller does not disclose the data that have become known to it to third parties.
- 7.5 Itella may authorise other legal entities (processors) to process personal data on the condition that a contract has been entered into with such processor, pursuant to which the processor is obliged to keep the processed personal data confidential and guarantee personal data protection pursuant to the requirements set forth by law. The processor of the personal data required for making payments is Maksekeskus AS.
- 7.6 The e-shop will send newsletters and offers to the Client's e-mail address only if the Client has requested this by entering their e-mail address on the website and giving their consent thereto.
- 7.7 The Client can withdraw from receiving newsletters and offers sent to the Client's e-mail address at any time by informing Itella of this by e-mail or withdrawing their respective consent in the e-shop.
- 7.8 The Client may review their personal data at any time and change them partially by logging in to the ordering environment of the e-shop or e-mailing the respective request to [marketing.lv@itella.com](mailto:marketing.lv@itella.com)
- 7.9 In order to delete the collected personal data, the Client must send the relevant written request to [marketing.lv@itella.com](mailto:marketing.lv@itella.com)
- 7.10 All the personal data related to the Order are retained for as long as required by law and will then be deleted.
- 7.11 The Client has the right to send a complaint to the Data Protection Inspectorate or a court if they find that their rights have been violated upon personal data processing. The contact details of the Data Protection Inspectorate can be found on the <https://www.dvi.gov.lv/lv/personas-datu-apstrades-aizsardzibas-parkapuma-pazinojuma-iesniegsana/>

## **8. SUBMISSION OF COMPLAINTS AND CLAIMS**

- 8.1 If the Client has any complaints about the e-shop or the provision of the Service, they must be e-mailed to [claims.lv@itella.com](mailto:claims.lv@itella.com) or submitted through [website](#).
- 8.2 The Client must submit all complaints and claims for damages related to the provision of the Service to Itella in writing with the documents substantiating the claim.
- 8.3 If damage to or partial loss of a Shipment is evident upon external inspection when the Shipment is handed over or received, Itella must be informed thereof immediately.
- 8.4 If the damage could not be ascertained upon the usual receipt of the Shipment by the Recipient, the Client may submit to Itella a complaint or a claim for

compensation of damages no later than within 7 (seven) calendar days of the day the Shipment was handed over or delivered to the Recipient.

8.5 Itella and the Client will seek to resolve any disputes between them by way of negotiations between the parties. If no agreement is reached, the Client has the right to turn to the Consumer Disputes Committee or a consumer dispute resolution platform of the European Union.