

# Riktiga Vykort (Real Postcards)

## **Special Terms and Conditions (direct-payment customers)**

This service is provided by PostNord Sverige AB, corp. reg. no. 556711-5695, (hereinafter referred to as PostNord) and the agreement is thus concluded between the user and PostNord.

Unless otherwise stated in these Special Terms and Conditions, PostNord's General Terms and Conditions (PAV) apply, see postnord.se.

With **Riktiga Vykort**, customers can create personalized postcards, using their own images or ready-made designs, and send them anywhere in the world. The postcards are created via the Riktiga Vykort app or at <u>postnord.se</u>. They are then printed by PostNord and delivered directly to the recipient's mailbox.

#### General

The service Riktiga Vykort (hereinafter referred to as the Service) is intended for businesses and legal-age consumers.

#### Terms and conditions at the time of ordering

The terms and conditions apply as stated in the version in place at the time of ordering but may be changed without prior notice.

#### 1 The Service

The Service allows you to order and design postcards digitally and then have them printed and distributed in physical form to the recipient specified.

## 2 User's responsibility

## 2.1 Responsibility for content

As a user of the Service, you are responsible for ensuring that the postcards, in terms of their content and design, text and images:

- do not constitute any infringement of copyright, trademark rights or other intellectual property rights. If you use images other than those available as default motifs for the Service, you must be sure that you are entitled to use the motif. For example, there are restrictions on which images can be used for marketing purposes, and it is not always permitted to alter or write text on the motif you have chosen.
- are not in breach of any law, regulation, government direction, use or custom, including the Swedish Marketing Act and good marketing practices, the Swedish Copyright Act, the Swedish Protective Security Act and the GDPR.
- do not risk causing offence.
- do not contain pornography, violence or hate speech.
- do not cause damage or other inconvenience to PostNord or third parties.

## 2.2 PostNord's right not to distribute postcards

PostNord reserves the right not to produce and distribute postcards with content and/or design that, in the opinion of Post-Nord, is in breach of these Special Terms and Conditions. Any such decision does not mean that you have the right to reimbursement of the fee paid, or are entitled to other compensation from PostNord.

#### 2.3 Undertaking

By accepting these Special Terms and Conditions, you undertake to hold PostNord harmless for all costs and any other damage that your use of the Service, in breach of these Special Terms and Conditions, may have caused to PostNord or a third party.

## 3 Processing of personal data

#### 3.1 Personal data

When you use the Service, PostNord processes personal data relating to you. PostNord Sverige AB is the data controller for this processing. More information about PostNord's processing of personal data relating to the Service and its responsibilities in connection therewith are available in PostNord's Privacy Policy and PostNord's General Terms and Conditions (PAV). PostNord's Privacy Policy and General Terms and Conditions are available at postnord.se.

In addition to what is stated in PostNord's Privacy Policy, the following applies with regard to the Service. When the tablet or mobile phone app is used, PostNord will process the device identification number and your email address. For practical reasons, it is not possible to use the Service without allowing PostNord to record such data. The data is stored for 24 months from when registered and is renewed for 24 months each time you make a new purchase. Once the purposes of the processing have been fulfilled and the retention period has expired, your personal data is securely deleted or anonymized so that it can no longer be linked to you.

## 3.2 Responsibility for texts

PostNord is not responsible for the design of the texts on the postcards. Note that there are rules in, for example, applicable personal data legislation stating that other people's personal privacy may not be violated.

## 4 Intellectual property rights

#### 4.1 PostNord's property

All intellectual property rights and technical solutions relating to the Service are the property of PostNord, or are the property of rights holders represented by PostNord, and may not be used by you other than for what has been granted in writing by PostNord.

#### 4.2 Own moti

If you choose your own motif, it is very important that you only use photos/images that you are sure you have the right to use

for the purpose you have in mind. Remember that there are rules on how to use images and text in advertising.

## 5 Ordering, distribution and prices

#### 5.1 Ordering

Postcards can be ordered by following the instructions provided in the ordering function on <u>postnord.se</u> and via the mobile app.

## 5.2 Binding contract

A binding contract does not come into being until the order is confirmed by PostNord by e-mail.

#### 5.3 Prices and delivery times

Information on prices and delivery times is available at <u>post-nord.se</u> and via the mobile app and is valid at any one time.

Unless otherwise stated, the service is VAT-exempt.

## 6 PostNord's obligations and responsibilities

#### 6.1 Distribution

PostNord undertakes to produce and distribute the postcard in accordance with your order, the Swedish Postal Services Act, the terms and conditions for Domestic and International Mail and PostNord's General Terms and Conditions (PAV) and otherwise in accordance with the terms and conditions set out from time to time at postnord.se.

#### 6.2 Delivery times Domestic Mail

Postcards ordered on weekdays before 16.00 CET will normally be delivered within two working days. Postcards ordered after 16.00 CET or at weekends\* will be regarded as having been ordered on the next working day and will normally be delivered within two working days from that day.

\* Christmas, New Year's and Midsummer Eve are counted as a weekend days.

#### 6.3 Delivery times International Mail

The postcards are sent as 1st class letters to the recipient country. Delivery times may vary from country to country, see <a href="mailto:postnord.se/leveranstider">postnord.se/leveranstider</a>. In the case of cards ordered after 16.00 CET on working days\* and during weekends\*, the delivery time is calculated from the next working day\*.

 $\boldsymbol{\ast}$  Christmas, New Year's and Midsummer Eve are counted as a weekend days.

## 6.4 Production and distribution

PostNord's liability for production and distribution within the scope of the Service is limited to the fee you have paid to PostNord for such production and distribution.

## 6.5 Confidentiality

PostNord's personnel and subcontractors are bound by professional confidentiality.

## 6.6 Correct address

PostNord is not responsible for the correctness of the address provided.  $% \label{eq:correctness}$ 

## 6.7 Quality of the photo

PostNord is not responsible for the quality of the photo you choose to send as a postcard.

## 7 Payment

Payment for postcards is made via the payment options provided in the Service.

The payment service is provided by Nets Sweden AB.

## 8 Right of withdrawal and complaints

A right of withdrawal does not apply for the Service. This is because the postcard ordered is produced in accordance with your

instructions and by its nature cannot be sold to another customer or used by PostNord.

Complaints are processed in accordance with the rules for domestic and international mail.

#### 9 Customer service

If you have any questions about the Service, please contact PostNord Sverige AB, Customer Service Digital, by phone on (Int. +46) 771-37 10 15.

kundservice.digital.se@postnord.com

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