

# USPS Connect™ Local-Destination Delivery Unit (“DDU”)

## Terms & Conditions

This Terms and Conditions of Use Agreement (this "Agreement") is a legal agreement between (i) you (the "Individual"), (ii) the company, entity, or organization that you are representing (the "Company," and together with the Individual, collectively, "You" "Your" or "User" or "Mailer"), and (iii) the United States Postal Service®, an Independent Establishment of the Executive Branch of the United States Federal Government ("USPS®" or "Postal Service™"). The Agreement sets forth the terms and conditions for Your use of the USPS Connect Local-DDU program (the "Service" or "Program"). This Agreement is between You and USPS only, and USPS is solely responsible for the services, content, and materials provided. You and USPS may be referred to individually as a ("Party") and together as the ("Parties"). You acknowledge and agree that You have accepted the Agreement and are solely responsible for and shall abide by these Terms and Conditions of Use as well as all policies, procedures and regulations of the United States Postal Service® when using the USPS Connect Local-DDU program.

The Individual, by agreeing to this Agreement as a representative of the Company and/or using the Program on behalf of the Company, represents and warrants that he or she is an authorized representative of the Company with the power and authority to bind the Company to the terms of this Agreement and has been authorized by the Company to use the Service on behalf of the Company. If the Individual's status as an authorized representative of the Company terminates, he or she shall immediately cease using the Service on behalf of the Company. The Individual shall be fully liable for any direct or indirect damages that arise from or are related to the Individual's breach of any representation, warranty or covenant set forth in this paragraph.

### **Program Definition**

The Postal Service is conducting a test of its operational capabilities relating to acceptance, processing, and delivery of Parcel Select and Parcel Select Lightweight packages entered close to their final destinations at certain designated Destination Delivery Units (“DDUs”). Customers participating in the USPS Connect Local-DDU Operational Test Program (will be authorized to enter Parcel Select and Parcel Select Lightweight packages (collectively, “DDU Packages”) at participating DDUs at prevailing published prices, subject to these Terms and Conditions. DDU Packages entered under the Program should be tendered to the Postal Service by each DDU facility's designated parcel entry hours for expected same-day or next service day delivery. Expected delivery date is based on origin, destination, and drop-off time and is not guaranteed. A list of DDU locations and five-digit ZIP Codes participating in the Program is available upon request to the USPS Sales Representative assigned to You.

You agree to abide by all applicable laws, regulations, and Postal Service publications when participating in the Program, unless otherwise modified in this Agreement, which include but are not limited to rules found in the Domestic Mail Manual or DMM®. To be eligible for prevailing published DDU pricing under this Program, You shall comply with the following requirements in lieu of the requirements in DMM sections 254.4.1.2.c, 253.4.1.4.b, 253.4.3.1.c, 253.4.3.1.d, 253.4.3.3.a and 253.4.3.4.a.1: (1) You agree to make a good faith effort to ship at least ten (10) DDU Packages per entry facility per week; (2) You acknowledge and affirm that you are the sender of the DDU Packages and not a multi-carrier shipping platform, third-party consultant, postage reseller, third-party freight payment and/or audit firm, online marketplace, affinity group, consolidator, wholesaler, freight forwarder, or other intermediary; (3) You will use your Click-N-Ship® account credentials to pay for, print shipping labels, and ship DDU Packages under this Program; (4) You will segregate DDU Packages entered under this Program from other mail and packages; (5) You acknowledge that each DDU Package must be scanned and accepted by the Postal Service to validate physical acceptance of the package by the Postal Service; (6) each package tendered to a DDU facility under the Program must be addressed to a ZIP Code within such DDU facility's service area; and (7) DDU Packages must be tendered at the designated area within each DDU facility

(and specifically, DDU Packages entered under the Program may not be tendered to the retail counter at the facility).

For the avoidance of doubt, all DDU Packages covered by this Agreement are subject to all applicable fees and surcharges pursuant to the DMM. Consult with the USPS Sales Representative assigned to Your account for any questions regarding shipping services or to review the Domestic Mail Manual or other applicable Postal Service rules or regulations.

This Agreement will be in effect throughout the Program, for a period of approximately six months beginning no earlier than July 19, 2021, and ending no later than the date of the Postal Service's published competitive price change in January 2022, unless terminated earlier or extended by the Postal Service, in its sole discretion, by written notification or email to You at the business address You provide during program registration. Following expiration of the Program, the Postal Service expects to offer a comparable service, and intends to communicate its plans for such a service with participating customers prior to expiration of the operational test.

### **Modification of These Terms of Use**

The Postal Service reserves the right to change the terms, conditions, and notices under which the Program is offered. If You do not agree to, or cannot comply with, the Agreement as amended, You must stop using the Program. You agree to review any updated Terms of Use provided by the Postal Service to ensure compliance with these terms and conditions. You acknowledge and agree that Your use of services under the Program is subject to any such changes and that continued use of the services constitutes acceptance of such changed terms.

### **Privacy & Data Provided by You**

For over two centuries, the Postal Service™ has valued Your privacy, and built a brand that customers trust. For information about our privacy policy, please visit [www.usps.com/privacypolicy](http://www.usps.com/privacypolicy).

### **Payment**

The amount of payment for Parcel Select and Parcel Select Lightweight services available under the Program is set forth in the Mail Classification Schedule. You agree that you will pay online using Your business Click-N-Ship® account credentials. You acknowledge that Click-N-Ship is a platform where You may purchase a variety of Postal Service Products and Services.

You agree to the Click-N-Ship refund policy, which states that Click-N-Ship® labels are only eligible for refunds within 30 days of the print date (the label transaction date). LABELS ARE ELIGIBLE FOR REFUNDS IF A BARCODE SCAN EVENT DOES NOT SHOW UP IN THE USPS SYSTEM, AND IF A REFUND HAS NOT BEEN PREVIOUSLY REQUESTED OR PROCESSED FOR THE LABEL.

If it has been more than 30 days from the transaction date, but less than 60 days, You agree to initiate a refund by e-mailing the Click-N-Ship Help Desk. REQUESTS FOR REFUNDS WILL NOT BE GRANTED ONCE SIXTY (60) CALENDAR DAYS (2 CREDIT CARD BILLING CYCLES) HAVE ELAPSED FROM THE DATE THE LABEL WAS PRINTED.

The refund request will be verified and processed and the original payment method will be credited within 14 days if approved. Timing of posting refunds to an account depends upon Your financial institution. You will receive an email notification after You request Your refund and once Your refund request has been approved or denied.

### **Intellectual Property - License Grant and Restrictions**

This Program provided to You by the USPS is for Your personal or commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Program excepting Your right to share information provided through the Program to explain or effectuate a Postal Service transaction (for example, sharing tracking information with a customer). Material provided by the Program is the copyrighted property of the Postal Service. All rights reserved. The intellectual property and images presented through the Program may not under any circumstances be reproduced or used without USPS's prior written permission.

USPS grants to You a limited, non-exclusive, non-transferable license to access and use the Service for the purpose of shipping or receiving USPS products generally. The information regarding Your item may be used for informational purposes commercially solely to provide information regarding Your item to either a sender or recipient of Your item. USPS also grants to You a non-exclusive, non-transferable license to use the Service on any device that You own or control as permitted by any terms of use set forth by Your device manufacturer, the terms of use of Your device's operating system and/or the terms of use of Your telecommunications provider. Any violation by You of the license provisions contained herein may result in the immediate termination of Your right to use the Service. USPS reserves all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws. ANY USE OF THE SERVICE NOT SPECIFICALLY PERMITTED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED.

You agree that You will not:

- use the Service or usps.com to reproduce copyrighted materials;
- copy, store, edit, change, prepare any derivative work of or alter in any way any of the information provided through the Service or usps.com except for uses related to Your mailing and purchase of USPS products and services;
- provide Your password, if required by the Service or any Application available on usps.com to any other person;
- translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Service or any application available on usps.com or any portion of them accessible through the Service or through usps.com;
- circumvent any technology used by the USPS or its licensors to protect content accessible via the Service or found on usps.com;
- rent, lease or sublicense any of the intellectual property provided through the Service or available on usps.com; or
- use the Service or any application available on usps.com in any way that violates the terms of this Agreement.

As between You and USPS, You acknowledge that USPS owns or has a license to all title and copyrights in and to the Service. All title and intellectual property rights in and to the content in the Service is the property of the respective content owner (whether the USPS or a licensor to the USPS) and may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties.

### **Liability Disclaimer**

THE MATERIALS AND/OR INFORMATION PROVIDED UTILIZING THE PROGRAM AND THE APPLICATIONS ON USPS.COM ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMITTED PURSUANT TO APPLICABLE LAW. THE POSTAL SERVICE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE POSTAL SERVICE DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION IS ACCURATE OR RELIABLE OR THAT, THE MATERIALS AND/OR INFORMATION PROVIDED UTILIZING THE PROGRAM OR USPS.COM WILL BE FREE OF ERRORS OR VIRUSES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS PROGRAM OR USPS.COM, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE OR USPS.COM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL THE POSTAL SERVICE BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM OR RELATE TO THE USE OR INABILITY TO USE THE MATERIALS AND/OR INFORMATION PROVIDED UTILIZING THE PROGRAM OR USPS.COM EVEN IF THE POSTAL SERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL THE POSTAL SERVICE BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR INABILITY TO ACCESS OR USE THE PROGRAM, USPS.COM, MATERIALS AND/OR INFORMATION PROVIDED UTILIZING THE PROGRAM OR USPS.COM DUE TO FAILURE OF THE USER'S DEVICE, OPERATING SYSTEM OR USER'S INABILITY TO ACCESS SUFFICIENT BANDWIDTH AND/OR TELECOMMUNICATIONS CONNECTIVITY.

### **Access Restriction**

The Postal Service, in its sole and unreviewable discretion, reserves the right to deny any Mailer access to the Program.

### **General**

This agreement is governed by United States Federal Law. You agree that all disputes and matters whatsoever arising under, in connection with or incident to these Terms of Use shall be brought by You, if at all, in and before a federal court located in the District of Columbia, to the exclusion of the courts of any other state or country. You agree to waive any objections as to the laying of personal jurisdiction or venue in such a court, and as to any purported inconvenience of the chosen forum.

The Postal Service's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of the Postal Service's right to comply with governmental, court and law enforcement requests or requirements relating to Your participation in the Program or information provided to or gathered by the Postal Service with respect to such participation. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Nothing in this Agreement shall be deemed to create, either expressly or by implication, the power in either Party to bind the other. Neither Party shall be bound by the actions of the other Party. Nor shall the Parties be liable for the debts of the other. Furthermore, neither Party shall have a right to share in the profits of the other. This Agreement is not intended to be a joint venture, partnership, or other formal business organization, and neither Party is under any obligation to enter into any further agreement with or make any additional compensation to the other Party.

This Agreement constitutes the entire agreement between the User and the Postal Service with respect to the Program and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and the Postal Service with respect to the Program. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You acknowledge and agree that You have read the entire Agreement above and You represent and warrant that You are authorized to accept this Agreement with the requisite corporate power to bind Your business to perform the obligations hereunder.

Updated July 19, 2021