

INFORMED DELIVERY® INTERACTIVE CAMPAIGNS: MAILER/SUBMITTER TERMS AND CONDITIONS OF USE AGREEMENT

This Terms of Use Agreement (this "Agreement") is a legal agreement between You and the United States Postal Service, an Independent Establishment of the Executive Branch of the United States Government ("USPS" or "Postal Service"). Informed Delivery interactive campaigns (used herein as "Campaigns") are at this time a free enhancement available to Mailers to the Informed Delivery notifications USPS provides to participating consumers for no additional postage fees. "Mailer(s)," "You" and "Your", as used herein, include the Mail Owner/Brand, and any Mail Service Provider and any Advertising Agency acting on behalf of a Mail Owner/Brand in connection with the creation and submission of Content for an Informed Delivery Campaign.

Mailers agreeing to these Terms and Conditions, and complying with other requirements and specifications as may be published by USPS in PostalOne!, the Mailer Campaign Portal, the Shipper Campaign Portal or in the Informed Delivery Interactive Campaign Guide available at <https://www.usps.com/business/informed-delivery.htm>, or elsewhere on that site, may submit supplemental content ("Content") to accompany or in some cases replace the grayscale scanned image that would otherwise be generated by USPS mail imaging processes (or, in the case of flats, replace the "image not available" notification) and provided to participating consumers as Informed Delivery notifications. Content also may be submitted for display as a Campaign for packages being sent and tracked within the Informed Delivery interface. In addition, some end users of Informed Delivery may set reminders to review Your Campaign up to ten days following the first opportunity to view Your Content.

"Content" as used herein includes Ride-along Images, Representative Images, interactive links (URLs), and a Brand Display Name as text, or any other content that you provide to USPS by any means whatsoever (including but not limited to email, upload through PostalOne!, the Mailer Campaign Portal, the Shipper Campaign Portal through an API or otherwise).

By submitting Content to USPS in connection with any Informed Delivery Campaign, You agree to the terms and conditions specified below and to faithfully comply with all other rules, regulations, technical specifications and requirements for Informed Delivery Campaigns. The Postal Service reserves the right at any time to change or amend the Agreement, i.e., these terms, conditions, and notices under which this feature is offered. You may review the most current terms and conditions of use at <https://www.usps.com/business/informed-delivery.htm>. If You do not agree to, or cannot comply with, the Agreement as amended, You must stop using the feature. You will be deemed to have accepted the Agreement as amended if You continue to use the feature for Campaigns. You acknowledge and agree that Your use of the feature, in each instance, is subject to any such changes and that Your use of the feature constitutes acceptance of such changed terms. You agree to review this Agreement from time to time to ensure compliance with these terms and conditions.

In addition, USPS is beta testing a new Informed Delivery feature in select markets that allows Mailers to provide digital offers and/or anonymized mail to customers You have not mailed to directly. For eligibility and requirements, see the Beta Test for USPS Informed Offers Powered by Informed Address below.

Eligibility

Informed Delivery Campaigns must be submitted to accompany a letter-size mailpiece, flatsize mailpiece, or package that meets all mailability requirements of the Domestic Mail Manual. USPS reserves the right to refuse an Informed Delivery Campaign from a Mailer competing with a Postal Service product, service, or feature, although grayscale images of such mailpieces will be provided to consumers as part of the ordinary Informed Delivery notifications.

Representative Images

Representative Images are full color images submitted by the Mailer that can be displayed in lieu of the grayscale scanned image of a letter-sized mailpiece or in lieu of the “image not available” notification that would accompany a flat-size mailpiece (e.g., catalogs, magazines) in the USPS Informed Delivery daily digest email notifications, dashboard, or app. Representative Images must comply with the following requirements: (1) the Representative Image must be: (a) a reproduction of the address side of the mailpiece without an address showing, or (b) the nonaddress (obverse) side of the mailpiece; and (2) for flat-sized mailpieces required to be or that are mailed under covers or wrappers, the Representative Image must be an image of the Mailer’s corporate logo. Representative Images must also comply with all technical requirements (e.g., format, file size, pixel width and height, etc.) and other specifications as disseminated by USPS.

Ride-along Images and Interactive Links

Ride-along Images are required for all Informed Delivery Campaigns. Ride-along Images are full color images that accompany either the Representative Image selected by the Mailer in accordance with the requirements above, or the grayscale image of the scanned mailpiece (or in the case of a package, the notification that the package will be arriving soon) in the USPS Informed Delivery email notifications or dashboard. Ride-along images must comply with the following requirements: (1) the Ride-along Image must directly relate to the promotion or offer contained in the mailpiece or what was shipped in the case of a package; (2) the Ride-along Image must be sized to the full space allowed or be reduced in size based on the ratio compared to the Representative Image; and (3) regardless of Mailer identity, the Ride-along Image language may not facilitate diversion from Postal Service products, services, or features (including “pay online” and similar CTAs). URLs and interactive links submitted as part of the Content with Ride-along Images must comply with the following requirements: (1) all URLs and links submitted as Content for an Informed Delivery Campaign must be submitted as HTTPS; (2) all URLs and links submitted as part of an Informed Delivery Campaign must lead directly to a landing page directly associated with the physical mailpiece or package utilized in the Campaign, or Your website’s homepage; (3) all URLs and links must be free of any malware, viruses, errors, or other aspects that could negatively impact the Informed Delivery feature and/or consumer experience with the feature; (4) You must monitor the Campaign and any threats, vulnerabilities, malware and malformed links must be addressed and reported to USPS within twenty-four (24) hours of discovery; and (5) any web site being linked to from an Informed Delivery campaign and/or USPS.com shall be branded in a manner or have a look and feel (“trade dress”) that will not emulate USPS.com or create a likelihood of confusion with USPS trade dress or otherwise lead consumers to believe or confuse consumers that they are on a USPS site. To comport with USPS policies related to exit pages, and with the goal of not having an exit page, You acknowledge, understand and agree that the standard for no exit page as set forth by Postal Service Management is that the site being linked to needs to be substantially different from USPS sites (i.e., the site’s appearance must be one that a person is unlikely to confuse with USPS sites or properties, or to think is a part of the USPS websites or properties, and possesses a distinct look and feel from those of USPS sites or properties, and

the site must have a distinct URL separate and apart from the URLs of USPS.com and not use any USPS marks).

Your Representations and Warranties

You represent and warrant that You have all necessary rights, including third party rights, and hereby grant to USPS such rights to use, display, publish, transmit, distribute, and make copies of the Content, and otherwise use it in Your Informed Delivery campaign, without infringing any rights of any third party or violating any applicable laws, rules, or regulations. The rights referred to in the foregoing include, without limitation, copyrights, trademark rights, rights of publicity (name and likeness rights) and any other rights necessary to use the Content. You further represent and warrant that the nature, appearance, and display of the Content is consistent with the mailability requirements of the Domestic Mail Manual.

You acknowledge and agree that USPS will not be involved in any way with the design of the Content, and represent and warrant that the Content as submitted to USPS or uploaded through USPS portals or through an API complies with these Terms and Conditions and any requirements published by USPS on PostalOne!, the Mailer Campaign Portal, the Shipper Campaign Portal or the Interactive Campaign Guide (available at <https://www.usps.com/business/informed-delivery.htm>), or elsewhere on that site. You agree to evaluate and bear all risks associated with the use of any Content and agree that You are solely responsible for and assume all liability arising from use of the Content in or through or otherwise as a result of Your Informed Delivery campaign. You represent and warrant that the Content does not claim or create the impression, whether expressly or by implication, that the Postal Service endorses You or Your product, service or offering, and that the Content does not contain unlawful or legally actionable material, such as Content that is fraudulent or misleading, is defamatory or obscene, or violates anyone else's rights, including copyright, trademark, or privacy or publicity rights. You agree that the fact that USPS reproduces, displays, or distributes the Content and/or otherwise uses it in the Informed Delivery campaign: (1) does not constitute approval or endorsement of the Content; (2) does not indicate that the Content complies with any or all applicable laws, including Postal law or regulations, or (3) does not constitute acceptance of any liability or risk arising from the Content. For any interactive link contained in the Content, in addition to representations and warranties above, You warrant and represent that any web page linked to directly from Informed Delivery, whether through an email notification, dashboard or mobile app, shall not take Informed Delivery users to a web page that could be confused by a reasonable person to be a Postal Service web page.

You acknowledge and agree that any Content submitted may be shared by end-users of Informed Delivery through social media sites. Accordingly, You acknowledge, agree, represent and warrant that any Content submitted shall not be in contravention of the policies of the various social media sites' policies or terms of use.

Indemnity

You agree to indemnify and hold the Postal Service and its Governors, officers, employees, agents, printers, contractors, vendors, and suppliers harmless against any and all expenses and losses of any kind (including attorneys' fees and costs) incurred in connection with any claims of any kind arising out of breach of any of the above representations and warranties, and publication, transmission, display or distribution of the Content (including, without limitation, any

claim of patent, trademark, or copyright infringement, libel, defamation, breach of confidentiality, misappropriation of trade secret, invasion of the rights of privacy or publicity (including the right to control use of one's name and likeness), or false or deceptive advertising or sales practices) or any material or products of Your's to which third parties can link through the Content.

Rejection/Cancellation of Campaigns

USPS reserves the right to reject or cancel any Informed Delivery Campaign at any time for any reason satisfactory to USPS in its sole and non-reviewable discretion, including but not limited to the following: (1) violations of or noncompliance with any of these Terms and Conditions, or requirements published via PostalOne!, the Mailer Campaign Portal, the Shipper Campaign Portal or in the Interactive Campaign Guide, or on <https://www.usps.com/business/informed-delivery.htm>; (2) detection of potential threats, vulnerabilities, malware or malformed links, security or privacy concerns, or potential degradation of USPS or consumer systems or equipment; (3) Campaign interactive links that are broken or that resolve to pages that negatively impact the Informed Delivery user experience; or (4) potentially subject USPS to liability or risk damage to the Informed Delivery feature and goodwill associated therewith.

Disclaimer

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Limitation of Liability

IN NO EVENT SHALL USPS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES ARE FORSEEABLE, AND REGARDLESS OF WHETHER USPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM ARISING FROM OR RELATING TO YOUR PARTICIPATION IN AN INFORMED DELIVERY CAMPAIGN SHALL BE LIMITED TO A MAKE-GOOD PLACEMENT OF THE CONTENT AT A LATER TIME IN CONNECTION WITH A SUBSEQUENT MAILING.

Governing Law

Any and all disputes involving these Terms and Conditions or arising from the submission, rejection or cancellation of an Informed Delivery Campaign shall be governed by federal law, with jurisdiction and venue exclusively in the United States District Court for the District of Columbia or the United States Court of Federal Claims, as appropriate.

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