

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, 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" 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, 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 or flat-size mailpiece 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 non-address (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 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; (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 utilized in the Campaign; (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 complies with these Terms and Conditions and any requirements published by USPS on *PostalOne!*, the Mailer 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.

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 Yours 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, 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

THE PRODUCTS, SERVICES, WEBSITE, CONTENT AND/OR MATERIALS AVAILABLE THROUGH USPS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. USPS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM A COURSE OF DEALING OR PERFORMANCE, NONINFRINGEMENT, OR TRADE USAGE. USPS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, COST, DAMAGE OR EXPENSE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH ANY CONTENT INCLUDED IN INFORMED DELIVERY, THE MANNER IN WHICH ANY CONTENT IS DISPLAYED OR DISTRIBUTED, THE FAILURE TO DISPLAY ANY CONTENT, OR ANY TECHNICAL MALFUNCTION, COMPUTER ERROR OR LOSS OF DATA OR OTHER INJURY, ARISING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE INFORMED DELIVERY FEATURE. SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING, USPS DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT WILL BE DISPLAYED OR OTHERWISE TRANSMITTED OR DISSEMINATED THROUGH INFORMED DELIVERY WITHOUT INTERRUPTION OR ERROR.

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.

USPS INFORMED OFFERS POWERED BY INFORMED ADDRESS BETA TEST

THESE TERMS ARE SOLELY APPLICABLE TO MAILERS THAT HAVE FILLED OUT THE PILOT PERMISSION FORM FOR INFORMED OFFERS

This Beta Test Agreement (this "Beta") is a legal agreement that sets forth the terms and conditions for your use of the Informed Delivery service's Informed Offers Powered by Informed Address during the Beta Testing period (the "Beta Test"). This Beta is concluded between You and USPS only, and USPS is solely responsible for the services, content and materials provided through the Beta. User acknowledges and agrees that he, she or the entity You represent has accepted the Beta and is solely responsible for and shall abide by these Beta terms. Participants in the Beta Test are subject to the following Terms and Conditions as well as the Mailer/Submitter Obligations Regarding Supplemental Content and the main Term and Conditions provided above.

Description of Beta

Participation in the Beta Test enables Your campaign in select ZIP Codes to be viewed and acted upon by Informed Delivery users that were not on your mailing list and did not receive a mailpiece from You. At present the Beta Test is only available in 28 Northern Virginia ZIP Codes served by the Postal Service's Merrifield VA facility. Provided that Your campaign is being mailed into some or all of these ZIP Codes, if You participate in the Beta Test, all Informed Delivery users within those ZIP Codes that have elected to participate in the Beta Test and selected a marketing preference category corresponding to Your campaign will have the opportunity to view and act on the digital offer contained in Your campaign. In addition, if a participating user expresses an interest in receiving marketing mail corresponding to the preference category of Your campaign, You will have the opportunity to send mailpieces to that user utilizing a newly developed anonymized mail service ("Informed Address"). In the case of Informed Address mailings, Your mailpiece will utilize a coded mail barcode without any of the user's personal information being shown on the mail piece or being divulged to You. You must execute a separate Pilot Participation Form for each of Your Informed Delivery campaigns that you wish to be included in the Beta Test.

No Guarantee

You acknowledge and agree that the Beta Test is a test that may not be free of errors. Being a test, You agree that the Postal Service does not guarantee the Beta, nor does the USPS assume any liability for the content of offers provided through the Beta. You agree to hold the Postal Service harmless from any errors, non-receipt of offers or the actions or inactions of any users participating in the Beta Test.

Evaluation and Contact during the Beta

You acknowledge and agree that the Postal Service may send emails to You as a participant in this Beta Test, and participation in this Beta Test authorizes the Postal Service to do so. You agree to receive email requests from USPS to evaluate and provide feedback about the Beta Test, or direct mail surveys asking You to evaluate the Beta Test.

You acknowledge and agree that USPS will not be liable for any costs or damages incurred by You or any other entity in relation to this Beta based on Your participation in this Beta Test.

In any instance where You contact the Postal Service regarding the Beta Test, You grant the Postal Service permission to use any information, suggestions, ideas, drawings or concepts communicated for any purpose by You to the Postal Service in any manner that the Postal Service chooses, commercial, public or otherwise, without compensation whatsoever.

No Unlawful or Prohibited Use

As a condition of Your participation in the Beta Test, you warrant to the Postal Service that you will not use the Beta Test for any purpose that is unlawful or prohibited by these Terms of Use. The Postal Service reserves the right to terminate User's access to the Beta Test at any time without notice for any reason whatsoever.

Expiration Date and Termination of Beta

This Beta or Your participation in the Beta Test shall automatically expire at the conclusion of this Beta Test, unless (i) terminated by the Postal Service in its sole and unreviewable discretion prior to its conclusion, (ii) ordered by the Postal Regulatory Commission or a court of competent jurisdiction to terminate, or (iii) otherwise required to comply with subsequently enacted legislation requiring the Beta's termination. USPS may terminate by either ending the Beta Test, removing YOUR access from the Beta Test or by providing You notice of the intent to terminate. You may not terminate the Beta prior to the end date submitted for Your campaign, but at any time You may cease participation in the Beta Test by declining to execute new Pilot Participation Forms in connection with Your Informed Delivery campaigns. You acknowledge and agree that You may continue to receive updates, emails or correspondence related to the Beta until removed from the Beta Test. In the event the Postal Service makes the Informed Offers feature a wide-spread and permanent service following the Beta Test, Your continued use of the service will constitute Your acceptance of the permanent service's terms and conditions, which shall differ from the terms and conditions of this Beta.

Equitable Relief

User acknowledges and agrees that due to the unique nature of Postal Service's proprietary information, including but not limited to information obtained from the Beta or any USPS Marks, there may be no adequate remedy at law for any breach of its obligations hereunder this Beta, that any such breach may allow User or third parties to unfairly compete with Postal Service resulting in irreparable harm to Postal Service, and therefore, upon any such breach or threat of such breach, Postal Service shall be entitled to seek injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law.

Notice Regarding Beta

Except as otherwise provided, all notices that are permitted or required under this Beta shall be in writing and shall be deemed given when delivered by "First-Class Mail," addressed as follows, or to such other person or address as may be designated by notice by the Postal Service:

Attn: Product & Innovation – Informed Offers Team
U.S. Postal Service
475 L'Enfant Plaza, S.W. Room 5607
Washington, DC 20260

Acceptance of Beta Terms

You acknowledge and agree that You have read, understand and accept the terms of the entire Beta above and You represent and warrant that you are authorized to accept this Beta with the requisite corporate power to bind your business or You individually to perform the obligations

hereunder. Your continued use of the Informed Offers feature and participation in the Beta Test constitutes acceptance of these terms and conditions.

Updated: 12/11/2019