

TERMS OF USE

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YOU MUST BE EIGHTEEN (18) YEARS OR OLDER TO ACCESS THIS SITE. IF YOU ARE UNDER EIGHTEEN YEARS OF AGE. YOU ARE NOT PERMITTED TO ACCESS THIS SITE FOR ANY REASON.

YOU MAY USE THIS SITE ONLY FOR PURPOSES EXPRESSLY PERMITTED BY THIS SITE. YOU MAY NOT USE THIS SITE FOR ANY OTHER PURPOSE, INCLUDING ANY COMMERCIAL PURPOSE, WITHOUT POSTALOCITY'S EXPRESS PRIOR WRITTEN CONSENT. FOR EXAMPLE, YOU MAY NOT (AND MAY NOT AUTHORIZE ANY OTHER PARTY TO) (I) CO-BRAND THIS SITE, OR (II) FRAME THIS SITE, OR (III) HYPER-LINK TO THIS SITE, WITHOUT THE EXPRESS PRIOR WRITTEN PERMISSION OF AN AUTHORIZED REPRESENTATIVE OF POSTALOCITY. FOR PURPOSES OF THESE TERMS OF USE, "CO-BRANDING" MEANS TO DISPLAY A NAME, LOGO, TRADEMARK, OR OTHER MEANS OF ATTRIBUTION OR IDENTIFICATION OF ANY PARTY IN SUCH A MANNER AS IS REASONABLY LIKELY TO GIVE A USER THE IMPRESSION THAT SUCH OTHER PARTY HAS THE RIGHT TO DISPLAY, PUBLISH, OR DISTRIBUTE THIS SITE OR CONTENT ACCESSIBLE WITHIN THIS SITE. YOU AGREE TO COOPERATE WITH POSTALOCITY IN CAUSING ANY UNAUTHORIZED CO-BRANDING, FRAMING OR HYPER-LINKING IMMEDIATELY TO CEASE.

DESCRIPTION OF POSTALOCITY

Postalocity.com has been designed and developed to meet the postal mailing needs of individuals, businesses, local governments, and nonprofits through a Web interface. It allows small and large volume mailings alike to be quickly and easily uploaded and submitted to be printed and mailed by Postalocity.

Postalocity is an all-inclusive service, meaning that all physical materials (e.g., papers, envelopes), production procedures (e.g., folding, inserting, sorting), and USPS postage is included in the final on-screen price. To acquire an accurate job quote, the job must be entered and processed by Postalocity, to full readiness for mailing; when the price is accepted then payment is made, and the job is entered into production immediately; if the price is not accepted the job may be deleted without any costs incurred.

Postalocity generally delivers mail to the United States Postal Service ("USPS") the next business day after an order has been placed using the Postalocity service. Small-volume jobs are eligible to have the mailing date backdated to same-day service if entered and approved prior to 1 o'clock p.m. Central Time. "Small-volume" is an arbitrary number that may be adjusted from time to time by Postalocity but not to exceed one hundred unless expanded for special needs of individual clients. Same-day mailing is not guaranteed for all small volume jobs and may be unavailable during high-demand mailing dates or immediately preceding USPS holiday closings. If same-day service is available, the current date in the calendar will be open for selection when approving your job.



PRIVACY

Your privacy is important to us at Postalocity. The Postalocity Privacy Policy is our commitment to safeguarding your privacy and governs the use of information collected from you or provided by you while on the Site. Please review Postalocity's Privacy Notice to understand our practices.

ELECTRONIC COMMUNICATIONS

When you visit the Site or send us emails, you are communicating with us electronically and by doing so you consent to receive related communications from us electronically. We may communicate with you by email or by posting notices on this Site. We may amend this Agreement without notice to you by posting the changes on the Site and these changes will be effective when posted. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

HYPERLINKS

This Site may be hyperlinked to other sites that are not maintained by or related to Postalocity. Hyperlinks to such sites are provided as a service to users and are not sponsored by or affiliated with this Site or Postalocity. Postalocity has not reviewed any or all such sites and is not responsible for the content of those sites. Hyperlinks are to be accessed at the user's own risk, and Postalocity makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the sites hyperlinked to this site. Further, the inclusion of any hyperlink to a third-party site does not necessarily imply endorsement by Postalocity of that site.

LICENSE AND SITE ACCESS

Postalocity grants you a personal, limited, non-exclusive, revocable, non-transferable license to access the Site and use it to create, print and have placed in the United States Mail, or with other private third-party delivery services based upon the intended destination of your mail ("Mail"), printable documents in accordance with the terms of this Agreement. Any rights not expressly granted to you by this Agreement are reserved to Postalocity.

YOUR INFORMATION

All information you provide to us about yourself during the registration process or through any other feature on the Site will be referred to as "Your Information." Postalocity will only use Your Information in accordance with our Privacy Policy. We act merely as a passive conduit for your online design, creation, printing, and mailing of your Content, in reliance on your representations and warranties in this Agreement. You authorize Postalocity and its vendors and contractors to cooperate when necessary and appropriate with the USPS and any U.S. or non-U.S. law enforcement or governmental agency, which cooperation includes but is not limited to, Postalocity voluntarily disclosing (i.e. without being subject to a lawful order to disclose) to the USPS, and any U.S. or non-U.S. law enforcement and/or governmental agency any or all of Your Information and your Content.

OUR CONTENT AND MATERIAL

The Site and any software used in connection with the Site contain proprietary and confidential information that is protected by applicable intellectual property and other laws. All intellectual property rights ("Intellectual Property Rights") associated with the Site and its contents are the sole property of Postalocity, its affiliates or third parties. The Site is protected by copyright and other laws in both the United States and other countries. In addition, the Site is presented with a distinctive "look and feel," and this "look and feel" is the proprietary property of Postalocity. All custom graphics, icons, and other items that appear on the Site are trademarks, service marks or trade dress ("Marks") of Postalocity, its affiliates or other entities that have granted Postalocity the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of Postalocity. Except as otherwise expressly authorized by this Agreement, you may not use, copy, reproduce, modify, lease, loan, sell, reverse assemble or otherwise attempt to discover any source code, create derivative works from, upload, transmit, or distribute the Intellectual Property of the Site in any way without Postalocity's or the appropriate third party's prior written permission. Except as expressly provided herein, Postalocity does not grant to you any express or implied rights to Postalocity's or any third party's Intellectual Property Rights.



RETURN ADDRESS ON MAIL

You are required to use a valid United States return address on every piece of mail that you create on, or upload to, the Postalocity website. Postalocity will automatically print your return address, as provided by you, on every piece that you mail. You have the option to upload a return address image, but this image also must contain a valid United States return address. It is a breach of U.S. Postal Regulations to include an international return address on mail that is utilizing USPS postage.

YOUR CONTENT

All information, data, text, software, photographs, graphics, messages, or other materials ("Content") you upload, post, or create using the Site is solely your responsibility. Postalocity shall not retain the Content after delivery of the Mail to the USPS except as may be elected by you during your use of the Site and as governed by the Postalocity Privacy Policy and shall use such Content only in accordance with this Agreement and the Postalocity Privacy Policy. You must evaluate and bear all risks associated with the use of any of your Content and mailing of your Mail. We will not routinely screen or review text or graphics before printing and mailing Mail. We cannot nor do we try to control the content of Mail created on the Site. We consider your mailing lists and documents to be your private information. All document and list files you submit will be used solely to produce your mailings. Electronic information submitted by you is securely stored only for the time specified in our Terms of Service and/or the purge date selectable by you, and after such time data is irretrievably purged from our system.

You are solely responsible for and assume all liability arising from all Mail that you and any other person using your User ID and password print and mail using the Site. You represent and warrant to Postalocity that: (i) you and your authorized users have the full right, power, and authority to perform any function with relation to the Content (including without limitation uploading, posting, reproducing, distributing, publicly displaying and making derivative works from the Content) that you or they perform using Postalocity's services; and (ii) your use and the use by your authorized users of the Content does not and will not infringe any copyright or right of privacy, violate any statutory or common law right; interfere with any intellectual property or other proprietary rights of any third party; contain any matter that is libelous or otherwise in contravention of law; or harm a minor in any way.

If a third party notifies us of a problem, or if we become aware of a problem with any Mail, we may review the Mail and take any action with respect to the Mail that we deem necessary in our sole discretion, including, but not limited to, refusing to mail any Mail. The fact that we may review Mail and allow it to be mailed does not mean that: (1) we will always review Mail, even if informed of a problem; (2) we approve or endorse the contents, (3) the content complies with all applicable laws, or (4) you will not incur any liability or harm arising from the Mail.

Postalocity will not read or disclose to third parties private postal or electronic communications that are transmitted using Postalocity services except as required to operate the service or as otherwise authorized by law.

THIRD PARTY CUSTOMER INFORMATION

As part of any number of our services, you will be uploading customer data, as well as marketing communications, creative materials, and documents for processing. Postalocity understands that full ownership of the data files and creative materials provided by our clients will remain the exclusive property, including all rights thereof, of the rightful owners of such data and materials. We agree to process the data provided by our clients, for the sole purpose of providing them with data processing, printing, and mailing services. Postalocity agrees not to use said data for any additional purpose and agrees not to disclose your customer's data to any other organization or individual in any manner that would be outside of the scope of the requested services, except as has been otherwise noted in this agreement.



THIRD PARTY DATA AND DATA IN THE AGGREGATE

Postalocity may disclose aggregated user statistics to describe our services to prospective customers, potential partners, or acquirers and or other third parties for other lawful purposes.

RECOMMENDED SECURITY PRECAUTIONS TO PREVENT YOUR ACCOUNT INFORMATION AND DATA FROM BEING LOST, MISUSED, OR ALTERED

You should implement sound and consistent internal controls regarding general IT system access and system usage. Your Postalocity account information is password-protected so that your staff may have access to the account. We recommend that you do not divulge your password to anyone. Postalocity will never ask you for your password in an unsolicited phone call or in an unsolicited email. Also remember to sign out of your Postalocity account and close your browser window when you have finished your work. This is to ensure that others cannot access your account if you share a computer with someone else or are using a computer in a public place like a library or Internet café. Postalocity promises to secure your data with its sole definition of commonly practiced and reasonable commercial methods. You should avoid emailing data files and instead use our secure web portal to transfer your Content. You should have controls in place to restrict access to the secure web portal that is used to transmit Content to Postalocity to only authorized individuals. Controls should include the timely removal of user accounts upon termination or when an individual's access is no longer required or if authentication credentials have been compromised.

COMPLIANCE WITH LAWS

When you use the Site in any way, such as creating, printing and mailing Mail, you will comply at all times with all applicable USPS postal regulations and all United States Federal, State and local laws, statutes, regulations, rulings and ordinances, and will not take any action that harms or violates the rights of any person or entity. If you send Mail outside the United States, you will comply with the laws of the country to which such Mail is sent. Postalocity and the Site are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export any software or information to countries or persons prohibited under the United States or other applicable export control laws or regulations.

INDEMNIFICATION

You will indemnify and hold Postalocity, and its subsidiaries, affiliates, officers, shareholders, employees, agents, printers, contractors, vendors, co-branders, suppliers, internet service providers, and partners harmless from any loss, cost, claim, demand or other harm of any kind, including reasonable attorneys' fees, due to or arising out of your Information, your Content, your Mail, your use of this Site, the use of this Site by any person who uses this Site while logged on under your user name and password, your default under any provision in this Agreement, your violation of any laws and your violation of any rights of another person.

QUALITY OF SERVICE

Postalocity promises to make reasonable commercial efforts to process all data received within its service standards. The Postalocity system will send a notification of processing completion for every job, and after job approval the System will also send notifications to confirm approval and notify the customer when their mail has entered the Postal stream. Postalocity promises to make all reasonable commercial efforts to ensure website and service access. Postalocity will not be liable for any anticipated or unanticipated outages, loss of data or interruption of service. — see Limitation of Liability

PRICING

Pricing for Postalocity's various services is calculated on a job-by-job basis. Pricing is subject to change at any time. Prices may change for any reason and will certainly change in the event of a US Postal Service postage rate increase which impacts Postalocity's products and services. Your acceptance of job proofs, addresses, mail date and final job total constitutes your consent for Postalocity to withdraw that total from your account meter as payment.



PAYMENT AND CREDIT

To use Postalocity's services, you must provide payment in advance for all production services and all postage expense by purchasing Postalocity Credit through your debit or credit card, PayPal, promotional voucher, check, ACH transfer, wire transfer, or other means which may be made available by Postalocity. Postalocity reserves the right to stop accepting debit or credit cards from one or more issuers without notice. Postalocity Credit, which is credit purchased by you (or an Administrator of a Business Account) from Postalocity and allocated to your user account ("Postalocity Credit") does not guarantee that you will be able to use your Postalocity Credit balance to purchase all Postalocity products and services. Certain products and services may have to be paid separately. A credit balance for Postalocity Credit in your user account expires [two (2) years] after the last chargeable use of that account's Postalocity Credit. Credit balances on accounts that have no activity (either mailing or purchasing or refunding of Credits) within this [two (2) year] period will be lost.

REFUND POLICY

You can request a refund for unused Postalocity Credit at any time, by using the Manage Meter Funds link found in the Meter section of the Site, which will submit a support request to Customer Support. Refund requests carried out through other means shall not be eligible for a refund. No refunds shall be given for Postalocity Credit that is not directly acquired online from Postalocity (e.g. promotional funds are not refundable), and refunds will not be given to members of a Business Account for Postalocity Credit paid for by the Administrator. Upon a duly submitted refund request, Postalocity will refund you on their next payment cycle (not less than weekly) the credit balance of your Postalocity Credit. In the event you terminate your user account(s) as permitted under these Terms of Service or if Postalocity terminates these Terms of Services without serious cause Postalocity will refund the balance of your Postalocity Credit. All refunds shall be paid to the person who initially purchased the Postalocity Credit, either through the original payment method used, or any other reasonable payment method to be determined by Postalocity in its sole discretion. Postalocity will retain a four dollar (\$4) administrative fee from the funds being refunded; credit amounts lower than four dollars are not refundable. Postalocity reserves the right to terminate these Terms of Service with immediate effect, automatically and without recourse to the courts, in the event of any abuse by you of these terms relating to refunds.

TERMINATION

Postalocity, in its sole discretion and without notice to you, may: (1) terminate your access to the Site or your use of any feature of the Site, and (2) remove and discard any of Your Information and your Content stored on the Site, or (3) refuse to mail any Mail and (4) terminate the Site or any feature on the Site. Postalocity will not be liable to you or any third party for any suspension or termination of your access to the Site or your Content; except Postalocity will refund to you any unused or residual amounts which you have paid for but not used in connection with any Mail if you are so terminated, by sending a check for such amount to your address of record.

DISCLAIMER OF WARRANTIES

Your use of the Site is at your sole risk. This Site is provided on an "as is" and "as available" basis. Postalocity disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Postalocity makes no warranty that (1) the Site will meet your requirements, (2) the Site will be uninterrupted, timely, secure, or error-free, (3) the results that may be obtained from the use of the Site will be accurate or reliable, (4) the quality of any products, services, information, or other material purchased or obtained by you through this Site will meet your expectations, (5) that any Mail will be received by an addressee, and (6) any errors in the Software will be corrected. Any material downloaded or otherwise obtained using this Site is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Postalocity or through or from the Site shall create any warranty not expressly stated in this user agreement.



LIMITED WARRANTY

With respect to any Mail which has a material defect, our liability, and the liability of our print partners, suppliers, contractors, and vendors, to you or any third parties in any circumstance is limited to the (i) reprinting of such Mail or (ii) a refund equal to the amount paid by you for the defective Mail.

You acknowledge that you, the Mailer, are offered on-screen proofs of all mail pieces submitted to and processed by Postalocity and that you bear the full responsibility of reviewing and approving those proofs prior to Mail being produced, and that neither Postalocity nor any other third party partner or agent of Postalocity involved in the provision of the Site (each such third party, a "Third Party Provider") can ensure that the operation of, performance of, and/or access to the services will be uninterrupted or error-free. Postalocity will not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in any Mail (a) if caused by software or other equipment used by you or used by others on your behalf which has not been provided by Postalocity; (b) if you have inputted data incorrectly or disregarded any information or advice provided to you by the Site during the creation of your Mail; (c) if the Site has been misused or damaged in any respect; or (d) if you have not reported to Postalocity the existence and nature of any such nonconformity or defect promptly upon discovering it.

Postalocity does not and cannot control the flow of data to or from the Site, as such flow depends in large part on the performance of computer hardware and Internet services and software provided or controlled by third parties (including you), on the public Internet infrastructure, and on other events beyond the reasonable control of Postalocity. At times, action, or inaction of third parties, hardware/software problems with the public Internet infrastructure or with your computing equipment, or other events beyond the reasonable control of Postalocity, can impair or disrupt your connection to the Site or between the Site and any corporate or third-party printing companies responsible for any printing or mailing. Save as specified in the foregoing paragraph, Postalocity will not be liable for any such interruptions in your ability to access the Site or timely send out Mail resulting from or related to such services, software, or events.

Postalocity does not and cannot control the actions of the USPS or the delivery of U.S. Mail. Therefore, Postalocity cannot be responsible for the actual or timely delivery of any Mail after it is delivered to the USPS. Neither the USPS nor Postalocity will refund any postage costs for any Mail not delivered or timely delivered, nor shall the USPS or Postalocity be liable for any costs to redeliver Mail which was not originally timely delivered by the USPS. Neither the USPS nor Postalocity shall be liable for the mailing costs for re-mailing any Mail which was materially defective and which you elect, under the warranty set forth above, to have reprinted by Postalocity.

You acknowledge and agree that Postalocity shall not be responsible for the content of Mail or the modification, use or publication of any Mail by you or any other participant or third party (other than Mail sent by Postalocity's agents and subcontractors through duly authorized Postalocity projects).

WARRANTY DISCLAIMER

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, THE SITE AND ITS SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. POSTALOCITY IS NOT A PUBLISHER OF THE CONTENT SUPPLIED BY THIRD PARTIES AND USERS OF THE SITE; AS SUCH, POSTALOCITY EXERCISES NO EDITORIAL CONTROL OVER SUCH CONTENT AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, RELIABILITY OR CURRENCY OF ANY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SITE. WITHOUT LIMITING THE FOREGOING, POSTALOCITY SPECIFICALLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS AS THE PUBLISHER OF ANY CONTENT TRANSMITTED ON OR IN CONNECTION WITH THE SITE OR ON SITES THAT MAY APPEAR AS LINKS ON THE SITE, OR AS THE MANUFACTURER OF THE PRODUCTS PROVIDED AS A PART OF, OR OTHERWISE IN CONNECTION WITH, THE SITE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.



LIMITATION OF LIABILITY

IN NO EVENT WILL POSTALOCITY, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PRINTERS, CONTRACTORS, VENDORS, CO-BRANDERS, SUPPLIERS, INTERNET SERVICE PROVIDERS, AND PARTNERS BE LIABLE TO YOU IN RELATION TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF REVENUES OR SAVINGS, LOSS OF DATA OR COSTS OF RECREATING LOST DATA), RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE, YOUR PURCHASE OF ANY GOODS OR SERVICES, THE LATE DELIVERY OR NONDELIVERY OF ANY MAIL, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF POSTALOCITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN HELD TO BE INVALID OR INEFFECTIVE.

GOVERNING LAW AND JURISDICTION

These Terms of Use will be governed and interpreted pursuant to the laws of Kansas, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Kansas in connection with any dispute between you and Postalocity arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and federal courts in Wichita, Kansas. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. Postalocity may revise these Terms of Use at any time by updating this posting.

You agree that any claim or cause of action arising out of or related to your use of the Site must be filed within one (1) year after such use.

SURVIVAL

All provisions of this Agreement which expressly or by implication continue to govern the parties' rights and obligations after termination of use of the Site shall survive notwithstanding completion of any transaction in connection with which the Site is used.

GENERAL

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. The failure of Postalocity to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Postalocity in writing. This Agreement comprises the entire agreement between you and Postalocity and supersedes all prior or contemporaneous negotiations, discussions, or agreements, if any, between the parties regarding the subject matter contained herein. Your use of the Site, however, is subject to the additional disclaimers and caveats that may appear throughout the Site.

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