

## **USPS® PRINTER DIRECTORY TERMS OF SERVICE**

### **ACKNOWLEDGEMENT**

**Please read these terms of service carefully in order to be included as a participant in this program. In order to participate, you will need to read, understand and agree to all of the terms of service herein.**

This Terms of Service Agreement (this "Agreement") is a legal agreement between you ("You" or "Your") and 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 participation in the USPS Printer Directory ("Directory") This Agreement is between You and USPS only, and not with any other entity. USPS is solely responsible for the content and materials provided through USPS.com® and the Directory generally. User acknowledges and agrees that he or she is solely responsible for and shall abide by (i) the terms of this Agreement; and (ii) all policies, procedures and regulations of the United States Postal Service related to this Agreement.

By submitting content ("Content" as defined herein) to USPS in connection with any Directory entry, You agree to the terms and conditions specified below. Content as used herein includes Ride-along images and links, representative images, interactive links, and text or any other content that you provide to USPS by any means whatsoever (including but not limited to email addresses, phone numbers, location information and hours of operations, or otherwise).

### **MODIFICATION OF TERMS AND CONDITIONS**

USPS MAY MODIFY ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AT ANY TIME AND IN ITS SOLE DISCRETION, BY PROVIDING WRITTEN NOTICE OR A NEW AGREEMENT TO YOU. YOU MAY REVIEW THE MOST CURRENT TERMS AND CONDITIONS OF USE AT <https://postalpro.usps.com/printer-directory/printer-criteria>. YOU ACKNOWLEDGE AND AGREE THAT YOUR ONGOING PARTICIPATION ON THE DIRECTORY IS SUBJECT TO ANY SUCH CHANGES AND THAT YOUR USE OF THE SERVICE CONSTITUTES ACCEPTANCE OF SUCH CHANGED TERMS. YOU AGREE TO REVIEW THIS AGREEMENT FROM TIME TO TIME TO ENSURE COMPLIANCE WITH THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT CHANGES IMPLEMENTED AFTER ASSENTING TO THIS AGREEMENT, YOU MUST NOTIFY THE POSTAL SERVICE AT THE EARLIEST POSSIBLE TIME, AND THE POSTAL SERVICE SHALL REMOVE YOU FROM THE DIRECTORY IN A COMMERCIALY REASONABLE PERIOD OF TIME.

### **Your Representations and Warranties**

You represent and warrant that you have all necessary rights and/or 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 within the Directory, without infringing any rights of any third party or violating any applicable laws, rules or regulations. Content also includes all information on web pages that You own or control that the USPS will link to through the Directory, but solely for the purposes of placing Your business within the Directory and to comply with this Agreement. This grant includes the rights covering the ordinary use to which recipients put the Content. 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 warrant and represent that Your Content will not: (1) be defamatory, indecent or obscene; (2) depict violent or sexual material and/or material that would be harmful to minors; (3) violate any applicable law, statute, ordinance or regulation, or be legally actionable; (4) claim or create the impression, whether expressly or by implication, that the Postal Service endorses you or your product, service or offering; or (5) promote alcohol, tobacco, weapons, or gambling. You acknowledge and agree that USPS will not be involved in any way with the design of Your Content, and the Postal Service is free to use the Content within the Directory or to market or advertise the Directory generally. You agree to evaluate and bear all risks associated with the use of any Content. 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 participation in the Directory. You agree that the fact that USPS reproduces, displays, or distributes the Content and/or otherwise uses it through the Directory that such use: (1) does not constitute approval or endorsement of the Content; or (2) does not constitute acceptance of any liability or risk arising from the Content. In the event that the Content contains an interactive link, you warrant and represent that any web page linked to directly from the Directory shall not take Postal Service customers to a web page that could be confused by a reasonable person to be a Postal Service web page. For the avoidance of doubt, You agree that the web page linked to from the Directory will not be substantially similar in look and appearance to the web pages of USPS.com.

#### **No Assignment – CRID Policy**

**No Assignment:** This Agreement shall inure to the benefit of USPS and its successors and assigns, but may not be assigned, transferred, or delegated by You in whole or in part with respect to any right or obligation herein without the prior written consent of USPS. Any attempted assignment or transfer in violation of this Agreement shall be void. A transfer of the legal and/or beneficial ownership, whether by operation of law or otherwise, of more than 33% of the voting equity of Your entity (other than transfers of voting equity among the present shareholders or owners) shall be deemed an assignment or transfer of the Agreement hereunder that shall require the prior written consent of USPS. In such instances, the USPS may require, in its sole discretion, that You re-apply to be included in the Directory. You acknowledge and agree that You will have a separate Customer Registration Identification (“CRID”) for each location listed in the Directory unless agreed to in writing by the Postal Service.

#### **Your Use of USPS Trademarks of Logos on Your Website & Marketing Restrictions**

Unless otherwise agreed in writing, You shall not advertise, market, promote, publicize, or conduct press releases with regard to the USPS, USPS.com or the Directory, nor shall You co-brand Your Web site with Postal Service trademarks or logos unless done so under license. You may apply for a license to do so if so desired through USPS Rights and Permissions at <https://about.usps.com/doing-business/rights-permissions/welcome.htm>. The Postal Service may decline any such requests in its sole and unreviewable discretion.

#### **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), false or deceptive advertising or sales practices) or any material or products of Yours to which third parties can link through the Content.

## **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 DIRECTORY, 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 PARTICIPATION IN THE DIRECTORY. SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING, USPS DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT WILL BE DISPLAYED OR OTHERWISE TRANSMITTED OR DISSEMINATED THROUGH THE DIRECTORY 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.**

## **Modifications or Malfunctioning of Website**

You agree to notify the Postal Service if You materially alter Your Website or change Your business model. You are also responsible for notifying the Postal Service in the event of any substantial or persistent malfunctioning or the suspension of Your Website, or of a change to your URL, which includes notification if the link provided to the Postal Service is dead. You agree to notify the Postal Service if Your any listed information in Your Content changes so that the Postal Service may modify the Directory. The Postal Service will endeavor to make such changes in a commercially reasonable period of time.

## **Non-Exclusivity**

You acknowledge and agree that this Agreement is non-exclusive and USPS retains the right to identify, advertise and promote on or through the USPS Website any products, goods or services offered by the USPS or any third party, including any products, goods and services (now existing or hereafter created) that are directly competitive with, identical to or similar to the products, goods and services You offer.

## **Choice of Law and Venue**

This Agreement has been made in and shall be construed and enforced in accordance with federal law, and to the extent no federal law applies, with the laws of the State of New York, excluding its choice of

law rules. Any action to enforce this Agreement shall be brought in the federal court located in the District of Columbia.

**Term & Termination**

The Agreement shall commence on the date that You execute this Agreement electronically below, and shall last for two-years unless terminated earlier. The Postal Service may terminate this Agreement at any time, and may do so by merely removing Your information from the Directory. If You seek to terminate this Agreement, You may do so at any time by giving the Postal Service written notice of such termination. Upon Your termination, the Postal Service will make commercially reasonable efforts to remove Your content from the Directory within a reasonable period of time.

**BY EXECUTING THIS AGREEMENT, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH GOVERN YOUR PARTICIPATION IN THE DIRECTORY. YOU WARRANT AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY TO THE TERMS HEREIN.**

[ ] I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF SERVICE FOR PARTICIPATION IN THE DIRECTORY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Updated: 1/23/2018