

## USPS ENTERPRISE PAYMENT SYSTEM TERMS AND CONDITIONS

This Terms and Conditions of Use Agreement (this "Agreement") is a legal agreement between you ("You" or "Your" or "User" or "Mailer") 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 use of the USPS Enterprise Payment System. User acknowledges and agrees that he, she or the entity User has accepted the Agreement on behalf of is 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.

To the extent that the terms and conditions are not consistent with any provisions of the Domestic Mail Manual (DMM) or any other regulations or rulings of the USPS applicable to its mail, products or services presented pursuant to this Agreement or any other service agreement participant has with the USPS, the DMM and those regulations and rulings will prevail.

The Postal Service reserves the right to change the terms, conditions, and notices under which the USPS Enterprise Payment System is offered. If You do not agree to, or cannot comply with, the Agreement as amended, You must stop using the USPS Enterprise Payment System. You will be deemed to have accepted the Agreement as amended if You continue to use the system. User agrees to review these Terms of Use from time to time to ensure compliance with these terms and conditions. The Terms of Use can be accessed at any time by clicking here: <https://postalpro.usps.com/eps/terms>. User acknowledges and agrees that his or her use of the service is subject to any such changes and that Mailer's use of the service constitutes acceptance of such changed terms whether such terms have been modified or whether User has received actual notice of any changes to these Terms.

To use an Enterprise Payment Account (EPA), an account under EPS, You or a designated representative(s) of Your company who desires and enables its users to access EPS agree as follows:

1. Enrollment and Linking of Products and Services

The Business Location or Customer Registration ID (CRID) number under which You were provided by the Business Customer Gateway (BCG) will be linked to Your EPA. The information captured from said Business Location includes Your First and Last Name, Company Name, Location (address), Email Address and Telephone Number. For information regarding USPS Privacy Policy, visit <http://about.usps.com/who-we-are/privacy-policy/welcome.htm>.

Your intent is to have, at least one USPS product or service linked to Your EPA. In order to pay for USPS products and/or services, the Business Location or CRID that is linked to the product/services must be also linked to Your EPA.

You agree that only the USPS products and/or services for which You are authorized to use, and under which You are permitted to access by the Business Location/CRID, may be linked to Your EPA.

You agree to pay for charges originated from any USPS mailings, purchases and/or fee payment transactions which would be deducted from Your EPA.

The following USPS products, programs, and services eligible to be linked to Your EPA include, but are not limited to:

- Enterprise PO Boxes Online (EPOBOL)
- Address Quality Services (Address Change Service (ACS) and/or Address Element Correction (AEC))
- Postage identified by Permit for Commercial Mailings (PostalOne!)
- Commercial shipping products (Package Platform)
- PC Postage
- Commercial PO Box Redirect Fees
- Commercial Postal Store (CPS)
- Payment of label printed through Click-N-Ship for Business (CNSB)

## 2. Payment Method:

ACH Debit Payment Method:

Selecting the ACH Debit payment method is an authorization agreement for Automated Clearing House (ACH) pre-authorized payments. You hereby authorize the Postal Service to originate debit and/or credit entries via the Automated Clearing House to the designated, debit-enabled, commercial checking account to which You have authorization to use for payment transactions for products and services linked to Your EPA effective immediately. Please be advised that Savings and/or Money Market accounts will not be accepted with the ACH Debit payment option. You hereby agree to be bound by the National Automated Clearing House Association (NACHA) rules relating to Corporate Trade Payment entries in the administration of these debit and/or credit entries.

This authorization will remain in effect until written notification of termination has been given by You and that notification has been received by the Manager, Accounting Service Center (for the Postal Service), at the following address: St. Louis Accounting Service Center, Field Sales Branch, P.O. Box 80400, St. Louis, MO 63180-0400. In addition, the Postal Service, in its discretion, may terminate the customer's ability to participate in the Electronic Funds Transfer system. Any termination will take effect only after all entries originated by the Postal Service have been honored by the bank or any dishonor has been rectified.

Debit entries will be initiated only as authorized above in accordance with the first two paragraphs of this section. Any issues, objections, or discrepancies will be reported to the Enterprise Payment System Help Desk.

For the EPS ACH Debit account to be activated, You must complete the ACH Debit micro-transaction verification process. Upon successful completion of this process, the EPA will be activated. USPS will credit back Your ACH Debit micro-transactions. After activation, EPS will aggregate transactions from linked USPS products and services daily and send a debit request to Your designated account. A dishonored ACH debit transaction will result in You incurring a \$30.00 fee for each transaction, and suspension of the ACH debit funding option. For debit returned transactions, You must submit the applicable funds via wire transfer or certified check submitted to the retail unit immediately upon notification by the USPS. As noted above, a fee of \$30.00 will be charged for each debit return and must be included with

Your wire transfer remittance amount. The EPS Help Desk will reinstate the ACH debit funding option after You contact them, and the EPS Help Desk determines that the ACH issue has been resolved. A third dishonored ACH debit transaction, within a 12 (twelve) month period, results in a permanent suspension of Your ACH debit funding option.

You and the Postal Service, by its initiation of a debit authorized, hereby agree to be bound by the NACHA rules relating to Corporate Trade payment entries in the administration of these debit entries. Debit entries will be initiated only as authorized above. Any issues, objections, or discrepancies regarding the amounts debited will be reported in writing to the address below no later than ninety (90) days from the debit date.

The Postal Service will then have ninety (90) days in which to respond. Failure to deliver such notice within the prescribed period will serve as an absolute waiver by You of any and all remedies, causes of action, and other forms of relief arising out of or in connection with each such debit transaction.

If the dishonored ACH debit creates a negative balance, see the requirement of the remainder of this paragraph for treatment of such negative balance. The occurrence of an EPA negative balance requires immediate payment from You, requiring the sending of funds, including the related fee, via wire transfer to clear the negative balance. Failure to clear the negative balance immediately may result in the following penalties:

1. Suspension of the customer's EPA;
2. The loss of discounted rates for postage and fees until the account is reinstated;
3. Interest accrual on the negative balance at the legally allowable rate.

Payment of the negative balance, including any fees incurred, is required before the customer will be eligible to use EPA again. In circumstances where the negative balances are not cleared within thirty days, the USPS reserves the right to close the EPA permanently and pursue collection through all available legal means. The time period may be shorter in cases where the USPS determines fraud has occurred. Additional fees and

expenses incurred for collection activity will be passed on to You. These expenses may include, but are not limited to:

1. Criminal prosecution;
2. Civil penalties;
3. Collection agency fees;
4. Credit reporting fees;
5. Related legal fees;
6. US Treasury fees.

All fees and outstanding charges must be paid in full before a suspended account is reinstated for use. Any unpaid amount will go through the USPS standard Debt Collection process.

#### Trust Payment Method:

Selecting the Trust payment method allows You to use Electronic Funds Transfer (EFT) to deposit funds into the EPA prior to mailing or purchasing USPS products and services. EFT can be sent by the customer via ACH Credit or wire transfer. EFT instructions are available within EPS upon completion of account creation.

Your EPA must have sufficient funds at all times. It is automatically reduced when transactions are posted against it. Failure to maintain a positive balance may result in the suspension of Your EPA.

In the event that a negative balance occurs, You must deposit funds via wire transfer or ACH credit upon notification by USPS EPS. Repeated occurrences of negative balances or failure to transfer funds timely (within two business days) during the aforementioned timeframe may result in the removal or suspension of the EPA. Any unpaid amount will go through the USPS standard Debt Collection process.

You may use checks (electronic or paper) to deposit funds into your EPA. Acceptance of checks is a privilege and convenience the USPS offers to our customers. The USPS accepts checks with the full expectation the checks will be honored by customer's financial institutions. You must maintain adequate funds your EPA for payment of postage and fees for services

provided by the USPS. The return of a check will result in You incurring a \$30.00 returned check fee per event. If the returned check creates a negative balance, You are responsible for clearing the negative balance and paying the return check fee. If you experience 3 (three) returned checks, in a 12 (twelve) month period, You will lose the privilege of using checks to fund Your EPA. Discounted rate USPS services provided to the customer may be suspended until amounts owed to the USPS are paid in full. Accounting Services Center or collection agency will provide instructions to customer to clear the returned check. You are expected to follow the instructions and immediately clear the amount due. Failure to comply will result in Your losing the privilege of presenting checks to the USPS.

When check deposit is accepted at the USPS Retail office to fund the EPA, the EPA owner is liable for payment of the returned check including the returned check fee. A fee of \$30.00 will be charged for each returned check. Repeat occurrences of returned checks will result in the suspension of Your EPA.

Failure to transfer funds may result in the suspension of Your EPA.

Failure to maintain sufficient funds consistently in Your EPA may result in the suspension of ACH Debit/Trust payment method option or in some cases, termination of the EPA.

#### Credit Card Payment Method:

User acknowledges and agrees that he or she is solely responsible for and shall abide by any cardholder issuing bank and card brand rules. User warrants, represents and agrees that You have all legal rights to utilize the credit card information for which You are providing authorization for any purchase. This Agreement shall terminate upon the date that all obligations of the parties hereto with respect to this Agreement have been satisfied. For refunds, returns or cancellation policies and procedures, please refer to the United States Postal Service Payment & Refund Terms and Conditions available at: <https://www.usps.com/terms-conditions/general.htm>.

### 3. Account Inactivity

After an EPA has had no activity for twenty-four (24) months it will be automatically closed; notification of which would be provided on the EPS login screen. No mailing activity or purchase transactions will be allowed after this period. Further, ACH Debit and Credit Card payment methods that are not used for twenty-four (24) months will be automatically deleted from the systems and no longer available for use.

If Your Enterprise Payment Trust account has a balance, You must request a refund or transfer the balance to another active EPA through EPS before the account is closed. If the Enterprise Payment Trust account is closed prior to requesting the refund or transferring the balance, You must call the Enterprise Payment System Help Desk to request a refund of the remaining balance within thirty (30) days of the date of the account closure. After such time period, any remaining balance would revert to the PostalService; the EPA owner should have no claim to the balance.

#### 4. Enterprise Payment System Console

USPS employees may use the Enterprise Payment System Console to perform an action on behalf of You upon authorization received by calling the Enterprise Payment System Help Desk. The request must come from a BCG user identified as the Business System Administrator (BSA) or EPS Payment Manager. The BCG user will go through a process to request access. Actions by USPS employees are limited to opening and/or closing an EPA or resolving any other issues associated with Your account.

#### 5. Wells Fargo Bank CEO Remote Deposit Capture Service

This Remote Deposit Capture Service enables an Enterprise Payment Trust account holder or its agent to create an electronic version of a physical paper check (paper item) and transmit it electronically to Wells Fargo for review and processing for credit to Your Enterprise Payment Trust account in accordance with the above Trust Payment Method.

An electronic version of a paper check is the electronic image of the front and back of each eligible U.S. Dollar paper item and other information captured from the paper item including, without limitation, MICR data (and will be deemed to be a "paper item" for purposes of the Uniform Commercial Code). Only paper items drawn on a U.S. bank are acceptable. Checks secured by a foreign bank will be rejected.

Checks accepted as payment for specific products or services such as Post Office Box rents, caller service fees, trust account deposits etc., must have information recorded on the face and rear of the check in compliance with the requirements in the following section as well as any additional specific instructions found herein:

- The name and address of payor must be imprinted on check from the printer;
- Telephone number of payor is required on the face of check;
- The check is payable to U.S. Postal Service or Postmaster by title; and
- The check is endorsed by the EPA holder on the rear of the check, "For Remote Capture Deposit only".

In the event of dishonored checks, the EPA account holder will be held responsible for repaying the USPS for products and or services rendered when the check is returned for any reason, resulting in the EPA to go into a negative balance. A fee of \$30.00 will be charged for each returned check. In the discretion of the USPS, occurrences of returned checks will result in the suspension of the EPA.

Failure to maintain sufficient funds consistently in Your EPA may result in the suspension of ACH Debit/Trust payment method option or in some cases, termination of the EPA. Any unpaid amount will go through the USPS standard Debt Collection process.

For Mail Service Providers who act as agents for You and who deposit checks on behalf of You that are later returned, the dollar amount value of the

returned check and any return check fee(s) will be Your responsibility as the Enterprise Payment Trust account holder.

In regards to electronic deposits into Your USPS account, You represent and warrant that You will:

- use the Service only for eligible paper items payable to or endorsed for deposit by You or Your customer (unless USPS expressly agrees otherwise);
- transmit to Wells Fargo only electronic deposits suitable for processing including without limitation legible electronic deposits containing machine-readable MICR data; and
- not transmit to Wells Fargo any electronic deposits that duplicates an electronic deposit previously transmitted to USPS or that did not originate as an eligible paper item.

In accordance with the period spelled out by Wells Fargo, You agree to maintain control over and sole responsibility for secure retention and destruction of each original eligible paper item for which You or one of Your customers has created an electronic deposit (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage) and properly secure all transmission devices You use in connection with the Service at all times.

If You use an agent to create electronic deposits and/or transmit data to Wells Fargo, You will ensure that Your agent includes only electronic deposits payable to the USPS in accordance with the terms and conditions of Your USPS contract, if any, and in compliance with Wells Fargo's terms and conditions for Wells Fargo's use of the CEO Remote Deposit Capture Service.

The Postal Service's performance of this Agreement is subject to existing laws and legal processes, 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 purchase of USPS products and services or information provided to or gathered by the Postal Service with respect to such use.

Any actions taken outside these rules and processes shall be brought in Federal Court. In such instances, United States Federal Law shall apply.

This Agreement constitutes the entire agreement between the User and the Postal Service with respect to the payments made through the Enterprise Payment System, 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 this system excepting any terms and condition You may have agreed to when signing up for or making a purchase for specific USPS products and services. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings, 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.

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