

**CERTIFIED MAIL LABELS**  
**TERMS OF USE and PRIVACY POLICY Agreement**

Welcome to Certified Mail Envelopes and Certified Mail Labels web sites (the “Site”) a website, trademark and business name owned and operated by Certified Mail Envelopes, Inc. a Florida Corporation. Any information or transactions you provide to us is subject to our Terms of Use and Privacy Policy described below. You may have transitioned to this site from Google, Yahoo, Bing, or the United States Postal Services and other third party web sites and any information you provided while on that site will be governed by their privacy policy. Our End User Agreement (the “Agreement”) between you and Certified Mail Labels governs access and services provided by this website and our parent company Certified Mail Envelopes, Inc. a Florida Corporation (this Agreement uses the terms “Certified Mail Labels” “Certified Mail Envelopes” and “the Site” interchangeably and the use of one term shall be considered to encompass the other as well). By establishing an account with a user name and password, you agree, on your own behalf and on behalf of any entity which you represent, to accept and be bound by the terms and conditions of this Agreement. Your use of the Site and any purchase of products or services, now or in the future, indicate your continued acceptance of our Terms of Use and Privacy Policy Agreement. You agree that the electronic acceptance of this Agreement is intended to have the same force and effect as if this Agreement were physically signed. In addition, when using particular Certified Mail Labels services, you are subject to accept guidelines or rules applicable to the U.S. Postal Service, United States Postal Service (USPS) mail services and the Postal Inspection Service. All such guidelines and rules applicable to such services are hereby incorporated by reference in this Agreement.

**DESCRIPTION OF SERVICES**

The Certified Mail Labels service has been designed and developed to meet the needs of addressing, tracking and purchasing mailing services from the U.S. Postal Services including sending USPS Certified Mail, Priority Mail and Priority Express Mail. It allows the purchase of USPS Certified Mail, Priority Mail, Priority Express and First Class postage address labels to be addressed quick and easy and without making a trip to the Post Office.

**PRIVACY**

Your privacy is very important to us at Certified Mail Labels. Our 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.

## **ELECTRONIC COMMUNICATIONS**

When you visit the Site or send e-mails to us, you are communicating with us electronically and by doing so you consent to receive related communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. We may amend this Agreement without advance notice to you by posting the changes on the Site. These changes will be effective when posted and accepted by each user when logging in to use our systems. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement.

## **USER ELIGIBILITY**

This Site is available only to persons over the age of 18 who can form legally binding agreement(s) under applicable law. If you do not qualify, you are not permitted to use the Site or order product or services from Certified Mail Labels. We may refuse any or all of our services to anyone at any time, in our sole discretion.

## **LICENSE AND SITE ACCESS**

Certified Mail Labels grants you a non-exclusive, non-sub licensable, revocable, non-transferable, limited right to license, to access the Site and it to create, print and have placed in the United States Mail or with other delivery providers based upon the intended destination of such printed materials ("Printed Material") in accordance with the terms of this Agreement. Any rights not expressly granted to you by this Agreement are reserved to Certified Mail Labels.

## **PROPRIETARY RIGHTS**

The Site and any data used in connection with the Site contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Any and all intellectual property rights ("Intellectual Property") associated with the Site and its contents are the sole property of their respective owners. Certified Mail Labels, 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 Certified Mail Labels. All custom graphics, icons, and other items that appear on the Site are trademarks, service marks or trade dress ("Marks") of Certified Mail Labels, its affiliates or other entities that have granted Certified Mail Labels 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 each party including Certified Mail Labels. Except as otherwise expressly authorized by this Agreement, you may not use, copy, reproduce, modify, lease, loan, sell, reverse

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## **USE OF OUR SITE**

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

## **ADDRESS INFORMATION**

We consider your mailing information and documents to be your private information. All document and list files you submit will be used solely for the production of your mailing(s) labels. Electronic information submitted by you is securely stored only for the time specified in our Terms of Service after such time data is purged from our system.

## **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. Certified Mail Labels will routinely retain the Content for at least one (1) years and will use such Content only in accordance with this Agreement. You must evaluate and bear all risks associated with the use of any of your Content and mailing of your Printed Material. We will not routinely screen or review text or graphics before printing and mailing Printed Material. We cannot nor do we try to control the content of Printed Material created on the Site. You are solely responsible for and assume all liability arising from all Printed Material that you and any other person accessing our website using your User ID login and password to print and mail from the Site. You represent and warrant to Certified Mail Labels 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 Certified Mail Labels services.

## **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.” Certified Mail Labels will only use Your Information to provide the services made available by our site. 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 Certified Mail Labels and its vendors and contractors to cooperate with the U.S. Postal Service, The Postal Inspection Service, and any U.S. or non-U.S. Law Enforcement or Governmental Agency, which cooperation includes but is not limited to, Certified Mail Labels voluntarily disclosing (i.e. without being subject to a lawful order to disclose) any or all of Your Information and your content or transaction.

## **PAYMENT AND CREDIT**

To use Certified Mail Labels services, you must provide payment through one of our approved payment sources such as debit or bank card, credit card, eCheck, Pay Pal, check, bank wire, money order, promotional voucher, or other means which may be made available by Certified Mail Labels. Accounts that pay by check, ACH or electronic funds transfer may earn a cash discount. If you are paying by credit card or purchasing services at a local Post Office, the rates may be slightly higher. We reserve the right to stop accepting debit or credit cards from one or more issuers at any time for any reason. Certified Mail Labels sells service credits that are purchased in advance by you (or an Administrator on your account) and allocated to your Certified Mail Labels account. Certified Mail Labels does not guarantee that you will be able to use your Certified Mail Labels account balance to purchase all products and services. Certain products and services may be non-refundable or fall outside of our control requiring pre-payment (Postage, Special USPS Services etc).

## **REFUNDS**

You must cancel postage labels using the Refund Postage link inside your account. Postage labels may be cancelled as long as the label has not been activated by the U.S. Postal Service (USPS) and the Postmark date is not greater than 7 days expired. When you cancel a Certified Mail Label the transaction information is submitted to the United States Postal Service for verification and refund approval. USPS determines if the postage refund is approved or declined. Postage refunds are typically approved in 20 business days after each label is canceled or refunded. The total cost of purchasing a Certified Mail Label is displayed in advance of each transaction processed. The cost includes USPS postage plus the electronic transactional processing costs. The transactional costs are non-refundable. Only the postage portion of the transaction that is not used will be refunded back into your online account balance if approved by the U. S. Postal

Service. This can include Priority Mail, Priority-Express, Certified Mail, Return Receipt Electronic, Restricted Delivery, and other postage services. By logging into our website, and completing a purchase transaction or uploading data for processing you are agreeing to our terms of service and the U. S. Postal Service refund policy.

#### **ENVELOPE RETURN POLICY:**

Customers have 15 days after receipt of a shipment to notify us of any errors. Goods must be inspected upon receipt by the customer and any claim of incorrect size, or defective merchandise must be submitted by a support ticket to our Help and Support desk. No credit, refund or exchange will be permitted after data processing, printing, or postage is applied to the envelopes or papers.

#### **Our return address is:**

Certified Mail Envelopes, Inc.

P.O. Box 470175

Celebration, FL 34747

If the customer sends back a return that is eligible for a credit, or damaged, it is the customer's responsibility to pay the freight.

Certified Mail Envelopes has a **'No Questions Asked' 30 Day Return Policy** for unopened, undamaged, or unused envelopes, please ship the items with a copy of your order to Certified Mail Envelopes, Inc. Only full packages can be returned, no partial boxes or loose envelopes. Goods over 30 days from the original ship date cannot be returned. Should the goods be received after 30 days from the original ship date, for whatever reason, re-stocking charges will be applied to the credit.

#### **Restocking Fees:**

31-45 days: 30% Restocking fee

46-60 days: 50% Restocking fee

61+ days: No refunds can be accepted.

## **COMPLIANCE WITH LAWS**

When you use the Site in any way, such as creating postage labels, printing and mailing printed material, you will comply at all times with all applicable United States Federal, state and local laws, statutes, regulations, rulings and ordinances and will not take any action that will harm or violates the rights of any person or entity. If you mail material outside the United States, you will comply with the laws of the country to which such material is mailed. Certified Mail Labels 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 information to countries or persons prohibited under the United States or other applicable export control laws or regulations.

## **INDEMNIFICATION**

You will indemnify and hold Certified Mail Labels, Certified Mail Envelopes, Inc. 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, or your Printed Material, your use of this Site, and the use of this Site by any person 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.

## **TERMINATION**

Certified Mail Labels, in its sole discretion without notice to you, may: (1) terminate your access to the Site or your use of any feature of the Site, (2) remove and discard any of Your Information and your Content stored on the Site, or (3) refuse service and (4) terminate the Site, or any feature on the Site. Certified Mail Labels will not be liable to you or any third-party for any suspension or termination of your access to the Site or your Content.

## **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. Certified Mail Labels 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. Certified Mail Labels 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 our Site will meet your expectations, (5) that any materials will be received by an addressee, and (6) any errors in the website software will be corrected. Any material downloaded or otherwise obtained through the use of 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 Certified Mail Labels or through or from the Site shall create any warranty not expressly stated in this user agreement.

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