

UPS Data Service Terms

PLEASE READ THESE UPS DATA SERVICE TERMS (THE “**TERMS**”) FOR THE UPS SHIPPING AND UPS ACCESS POINT™: OFFICIAL PLUGIN (“**MODULE**”) CAREFULLY. The Module allows you or the business you represent (“**You**”, “**Your**”, or “**Yours**”) to access a data service (“**Data Service**”) provided by UPS Market Driver, Inc. (“**UPS**”, “**we**”, “**us**”, or “**our**”) in connection with small package shipment and freight movement services (“**Services**”) provided to You pursuant to agreements (“**Carrier Agreement**”) with our affiliates (“**UPS Affiliates**”). For example, You can provide data to or retrieve data from the Data Services for shipments manifested under the Carrier Agreement. By using the Module to access our Data Service, you confirm that you have read, fully understand and agree to these Terms. You represent and warrant to us that you can form legally binding contracts under applicable law for yourself or on behalf of the business you represent, and that you and/or the business you represent accepts these Terms. If, at any time, you are no longer authorized to form such contracts for yourself or on behalf of the business, you agree to notify us.

Section 1. Access to and Use of Data Service and UPS Information. Subject to these Terms, You may access and use the Module to send information (“**Your Information**”) to the Data Service and retrieve information (“**UPS Information**”) from the Data Service, in both cases for Your internal business purposes in connection with receiving the Services. You may not use UPS Information to support any business directed to offering transportation services or transportation information services to third parties. UPS Information must not be altered and must be used in its entirety. You may disclose UPS Information to Your affiliates and persons having a bona fide interest in such UPS Information, provided You ensure Your affiliates and all other persons who are recipients pursuant to this sentence agree to use and restrict access to the UPS Information in accordance with all restrictions of these Terms. These Terms do not give You ownership of any intellectual property rights in any information, technology or services. All rights not expressly granted to You in these Terms are reserved and retained by us or our licensors, suppliers, or other service providers. You acknowledge that if You breach this Section 1: (a) we may not have adequate remedy at law; (b) we may suffer irreparable harm; and (c) we will be entitled to equitable relief.

Section 2. Your Information. You represent and warrant that: (a) You have the right to provide Your Information to us through the Data Service, and (b) Your Information is true, accurate, complete and current information. You acknowledge and agree that we may, but will not be required to, investigate or question the validity or accuracy of Your Information. You agree not to associate, input or upload through the Data Service (x) any virus, Trojan horse, worm, time bomb or other computer programming routines or (y) any materials that infringe the intellectual property rights of any third party. Use of Your Information by UPS and the UPS Affiliates is governed by the Carrier Agreement. You represent and warrant to us that You have collected any personal information of Your Information lawfully and have the right and authority to provide the personal information to us with individuals’ consent, as needed, for any uses consistent with the UPS Privacy Notice <<https://www.ups.com/us/en/help-center/legal-terms-conditions/privacy-notice.page>>.

Section 3. Compliance. You shall strictly comply with all applicable laws, rulings and regulations and shall take no actions that would cause UPS to be in violation of any laws, rulings or regulations applicable to it.

Section 4. Disclaimer of Warranties. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE DATA SERVICE, AND ACCESS TO THE DATA SERVICE MAY BE INTERFERED WITH BY NUMEROUS FACTORS. WE ARE NOT LIABLE FOR ANY DAMAGES OF ANY TYPE CAUSED BY SUCH INTERFERENCE. THE DATA SERVICE AND THE UPS INFORMATION ARE PROVIDED "AS IS WITH ALL FAULTS" AND IN THEIR PRESENT STATE AND CONDITION. NO WARRANTY, REPRESENTATION, GUARANTEE, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, ACCURACY, COMPLETENESS, PERFORMANCE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE FOR ACCESS TO AND USE OF THE DATA SERVICE, INCLUDING UPS INFORMATION, IS GIVEN OR ASSUMED BY US, AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU.

Section 5. *Limitation of Liability.* WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA OR DATA USE, LOST SAVINGS, OR COSTS OF PROCURING SUBSTITUTE GOODS ARISING OUT OF YOUR USE OF THE DATA SERVICE DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, OR USE OF THE DATA SERVICE, EVEN IF THE UPS PARTIES HAVE BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL OUR LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE), PENALTIES OR LOSS RELATED TO OR ARISING FROM ACCESS AND USE OF THE DATA SERVICE OR UPS INFORMATION, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT OR OTHERWISE OF ANY TYPE, EXCEED, IN THE AGGREGATE, ONE HUNDRED EURO (EURO €100), ANY CLAIM FOR DAMAGES IN EXCESS THEREOF BEING HEREBY WAIVED BY YOU. CLAIMS NOT MADE WITHIN SIX (6) MONTHS AFTER THE FIRST EVENT GIVING RISE TO A CLAIM SHALL BE DEEMED WAIVED. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON CERTAIN DAMAGES, SO THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

Section 6. *Suspension; Term and Termination.* These Terms shall be effective upon Your use of the Module and remain in effect until termination as set forth below (the “**Term**”). During the Term, we may suspend Your access to and use of any part of the Data Service as necessary in our sole discretion. For example, we may suspend Your access to the Data Service to: (a) perform maintenance and support; (b) prevent unauthorized access to or use of the Data Service, or (c) comply with a law, regulation, rule or any ruling of a court or other body of competent jurisdiction. We may terminate these Terms as a whole for convenience at any time by either posting the announcement on the UPS E-Commerce Plug-ins page at <<https://www.ups.com/pl/en/services/technology-integration/ecommerce-plugins.page>> or providing a written notice to You. You may terminate these Terms by ceasing all access to and use of the Data Service. When these Terms are terminated, You must immediately stop all access to and use of the Data Service.

Section 7. *Miscellaneous.*

(a) *Force Majeure.* In no event shall UPS be liable to You, or be deemed to have breached these Terms, for any failure or delay in performing its obligations under these Terms, if and to the extent such failure or delay is caused by any circumstances beyond our reasonable control.

(b) *Assignment.* You cannot assign any of Your rights or delegate any of Your duties without our prior written consent. We may assign, delegate or transfer all or any part of these Terms to any UPS Affiliate without Your approval.

(c) *Survival.* Sections 1 (other than the first sentence), 3, 4, 5, 6 (last sentence), 7(c)-(g) and such other terms that by their nature should survive termination of these Terms will survive the termination of these Terms for any reason.

(d) *Waiver and Severability of Provisions.* No waiver of any provision of these Terms will be effective without a written waiver for the specific purpose and scope. If any part of these Terms turns out to be invalid or unenforceable, the rest of these Terms will still be valid and enforceable.

(e) *Governing Law; Dispute Resolution.* The governing law and dispute resolution terms included in the Carrier Agreement will also apply to any disputes arising out of or relating to these Terms, including disputes arising out of or relating to access to and use of the Data Service and UPS Information.

(f) *Notice.* You can contact us by calling: +48 (0) 22 203 03 21 or mailing to: United Parcel Service, c/o UPS E-Commerce Plug-in Team, Forest Road, Feltham, Middlesex TW13 7DY, United Kingdom for Your questions or comments regarding the use of the Data Service. For any legal notices, both You and we will use the notice address set forth on a Carrier Agreement.

(g) *Entire Agreement.* These Terms, together with the terms of the Carrier Agreement, constitute the entire understanding and agreement between You and us with respect to Your access to and use of the Data Service.