

UPS MY CHOICE® SERVICE TERMS

(1) Governing Terms. These Service Terms (“Terms”) govern your use of UPS My Choice services (the “Service”). Except as modified by these Terms, the UPS Tariff/Terms and Conditions of Service (“UPS Tariff”), the UPS Rate and Service Guide (“UPS Guide) and the description of the Service available at [ups.com/mychoice](http://www.ups.com/mychoice) in effect at the time of service (all of which are subject to change without notice) govern the Service, and are expressly incorporated here by this reference. The most current and controlling versions of the UPS Tariff and the UPS Guide are published at [ups.com](http://www.ups.com) and are accessible via <http://www.ups.com/content/us/en/resources/ship/terms/service.html> (UPS Tariff) and <http://www.ups.com/content/us/en/shipping/cost/zones/index.html> (UPS Guide). The UPS Tariff includes an Agreement to Arbitrate Claims, providing for binding arbitration of claims on an individual basis (except as otherwise provided). The Agreement to Arbitrate Claims contained in the UPS Tariff can be viewed by clicking the link to the UPS Tariff above and also is available at <http://www.ups.com/content/us/en/resources/ship/terms/claims-legal-action.html>. You expressly acknowledge having reviewed, understood and agreed to the UPS Tariff and the UPS Guide and accept their application. In the case of a conflict between the terms of the UPS Tariff or the UPS Guide on the one hand, and these Terms on the other, these Terms shall control as to the Service.

By using the Service, you agree to these Terms.

(2) Shipper Authorization. By using the Service for a package, you represent and warrant that you are authorized by the shipper to alter the shipper's delivery instructions, including, without limitation, to redirect the delivery of a package to an alternate address, to delay delivery, to authorize release of a package, change a service level selected by the shipper, or to reschedule delivery, and to receive advance notification and delivery information regarding a package.

(3) Household Member Authorization. A Household Member is a person who resides at the same address as you and has the same surname as you and is related to you or is married to you. Where available, you may be permitted to add a Household Member residing at the primary residence associated with your UPS My Choice delivery address to your UPS My Choice® Membership. By using the Service for a package, you represent and warrant that you are authorized by the Household Members associated with your Membership to complete activities relating to their shipments, including viewing progress of shipments, setting delivery alerts and specifying delivery instructions. You agree that you are obligated to obtain consent from any Household Members before you add them to your UPS My Choice® Membership and thereby share their name and address with UPS.

(4) Fees and Charges. You agree to pay the applicable charges and fees associated with the Service, which may include an annual subscription fee for UPS My Choice® Premium Membership and additional, per package, transactional fees for certain Services or pursuant to your UPS My Choice® Preferences for certain Services, including, without limitation, “Deliver My Package on Another Day,” “Deliver My Package to Another Address,” “Confirmed Delivery Window,” and, where available, “Redeliver to My Address,” “Make Three Delivery Attempts to My Address,” and such other Services as UPS may, in its sole and unlimited discretion, make available. If any Service is requested and requires a movement from the original consignee address beyond a UPS Zone 2, additional transportation charges will also apply (including all applicable surcharges). If you request delivery by a service level higher than the level selected by the shipper, additional transportation charges for the upgraded service will apply (including all applicable surcharges).

Applicable Service fees and charges are set forth on

http://www.ups.com/content/us/en/shipping/time/service/value_added/daily.html. UPS may change the fees and charges for the Service at any time without prior notice. Transactional fees will not be assessed for packages for which UPS is unable to provide the requested Service.

You authorize UPS to automatically charge the payment card or other payment method selected in your UPS My Choice® My Settings for all such charges and fees, and to continue to charge such amounts to that payment method, when incurred, until you revoke your authorization. You may change the payment method or revoke your authorization by visiting the UPS My Choice® My Settings tab and changing your preferences. It may take UPS up to 10 calendar days to process any change to or revocation of your payment authorization. You understand that you have the right to receive 10 calendar days written notice if the amount of charges and fees to be charged to the payment method varies from the immediately preceding payment amount, but you agree to waive such notice if the new payment amount does not exceed the prior payment amount by more than the difference in the cost of services you requested since the last charge was processed to your payment method.

- (5) Deliver to a UPS Access Point™ Location.** A UPS Access Point location is an independently owned and operated business or location designated as a UPS Access Point location by UPS where a consignee or other recipient may, where available, receive a package delivery. Hours of operation and availability of staffing vary by location. Packages that may be received for delivery at a UPS Access Point location are subject to restrictions, including, without limitation, in regard to weight and size and actual and declared value as set forth at ups.com.

Before releasing any shipment at a UPS Access Point location to you or another authorized recipient, you or the authorized recipient may be required to produce sufficient verification of the name, address, authorization to receive the shipment, and any other information UPS deems necessary to accept or release the shipment in its sole and unlimited discretion, including, without limitation, provision of government-issued identification.

Notwithstanding the foregoing, your use of a UPS Access Point location is at your own risk. Any liability of UPS for lost, damaged or delayed packages to a UPS Access Point location is subject to the limitations set forth herein and in the applicable UPS Tariff/Terms and Conditions of Service. For requests to hold for pickup at a UPS Access Point location, unless the shipper provides otherwise, packages will be held for seven (7) calendar days, before they are returned to the sender (transportation charges will be assessed to the shipper if returned to the shipper).

- (6) UPS My Choice® Membership and UPS My Choice® Premium Membership.** Features of UPS My Choice® Membership available to you may vary based on the location of your residence, your method of enrollment, information provided by you, and your agreement to terms and conditions. As a result, UPS may provide limited access to some Services (for example, you may be limited to receipt of package delivery alerts by email). You may be required to provide sufficient verification of identity before you are able to access your UPS My Choice® Membership or certain UPS My Choice® Services (for example, reroute to another address).

You may terminate your UPS My Choice Membership or stop using the Service at any time by terminating/cancelling your Membership in the UPS My Choice® My Settings section.

UPS My Choice® Premium Membership annual fees are payable in advance and will not be refunded in whole or in part for any reason.

- (7) Liability Limitations.** UPS shall not be liable to you for any loss, claim, liability, or damage of any

kind, including but not limited to direct, indirect, consequential, special or exemplary damages, whether based on contract or otherwise ("Loss") arising out of, or resulting from, UPS's provision of, or failure to provide, the Service, including by following consignee instructions, failure to follow consignee instructions, delivery pursuant or contrary to consignee's instructions, misdelivery, or delayed delivery. UPS's liability for loss or damage to a package, or delayed delivery shall be limited pursuant to the UPS Tariff. The UPS Service Guarantee does not apply to packages subject to the Services, including without limitation a change in service level. All claims for loss or damage or delay shall be filed in accordance with the UPS Tariff by the original shipper.

By selecting the Authorized Shipment Release service, you authorize UPS to release packages addressed to you at your address when no one is present to receive the delivery. UPS will only make one delivery attempt and will not obtain a signature upon delivery. A UPS delivery record constitutes conclusive proof of delivery and, by selecting the Authorized Shipment Release service, you will be asked and are required to accept responsibility for any loss or damage to the package after it has been released at the address. UPS retains sole and unlimited discretion to honor your Authorized Shipment Release request (and may not, for example, due to delivery conditions such as adverse weather or safety). Authorized Shipment Release is not available if the shipper has specified an adult signature is required for your package.

In no event shall UPS be liable for any Loss, including but not limited to loss, theft, alteration of, unauthorized access to, or acquisition of, your personal information, or other security breach, compromise, or incident involving your personal information, whether by third parties or otherwise, arising out of or resulting from misuse or impairment of the security of the personal information (including but not limited to security access codes or vacation information) that you provide to UPS to allow it to render the Services to you.

- (8) Indemnity.** You agree to indemnify, defend, and hold harmless the shipper and UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature arising from or relating to your use of the Service and the UPS My Choice Preferences you select, including, for example (but without any limitation whatsoever) with regard to your alteration of the shipper's instructions and Household Member shipments (or by associating Household Members with your UPS My Choice® Membership), your noncompliance with governmental laws or regulations or UPS's requirements applicable to the Service, or your failure to comply with these Terms.
- (9) Modification; Termination.** UPS may, at any time, in its sole and absolute discretion and without prior notice, (a) modify, suspend and/or discontinue all or part of the Service without liability to you or any third party, (b) charge, waive, reduce and/or otherwise modify any fees required to use the Service, and/or (c) offer opportunities to some or all Service users. If UPS waives, reduces and/or otherwise modifies any fees (including, without limitation, UPS My Choice® Premium Membership fees) required to use any Service(s), you are not entitled to any rebate, refund and/or other reimbursement in whole or in part as a result of any such waiver, reduction and/or modification. UPS reserves the right to refuse to attempt to provide the Service if it determines in its sole and unlimited discretion that doing so would pose a risk to UPS, its employees, its operations or any third party.