

TERMS AND CONDITIONS

BY COMPLETING THE REGISTRATION PROCESS, OPENING AN ACCOUNT WITH OR USING TECHNOLOGY OR SERVICES PROVIDED BY IPOSTAL1 OR ITS AFFILIATES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN AND ANY SUBSEQUENT MODIFICATIONS OR AMENDMENTS.

BY SERVING AS A COMMERCIAL MAIL RECEIVING AGENT FOR YOU, THE CHANNEL PARTNER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN AND ANY SUBSEQUENT MODIFICATIONS OR AMENDMENTS UNLESS AND TO THE EXTENT THAT THE CHANNEL PARTNER AND WE HAVE A SEPARATE AGREEMENT THAT SUPERSEDES THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY AT [iPostal1.com/privacy policy](https://iPostal1.com/privacy-policy), WHICH IS INCORPORATED HEREIN BY REFERENCE, YOU SHOULD NOT USE THE IPOSTAL1 SERVICES.

THESE TERMS AND CONDITIONS INCLUDE:

- A. YOUR AGREEMENT THAT THE SERVICES ARE PROVIDED “AS IS”, AS AVAILABLE AND WITHOUT WARRANTY;**
 - B. YOUR AGREEMENT THAT IPOSTAL1 AND THE CHANNEL PARTNER HAVE NO LIABILITY REGARDING THE SERVICES;**
 - C. YOUR CONSENT TO RELEASE AND HOLD HARMLESS IPOSTAL1 AND THE CHANNEL PARTNER FROM ALL LIABILITY BASED ON CLAIMS ARISING UNDER THIS AGREEMENT OR THE USE OF THE SERVICES; AND**
 - D. YOUR AGREEMENT TO INDEMNIFY IPOSTAL1 AND THE CHANNEL PARTNER FROM CLAIMS DUE TO YOUR USE OR INABILITY TO USE THE SERVICES.**
- 1. Introduction.** USZoom, LLC, a Delaware limited liability company and its wholly owned subsidiary, iPostal1, LLC, a Delaware limited liability company (collectively, “iPostal1,” “WE,” “US,” or “OUR”) operates iPostal1.com (the “Site”). The site provides Software as a Service (SaaS) that enables Channel Partners to offer remote mail management and other digital mailbox services (collectively, the “Services”) to their customers (“YOU,” or “YOUR”). For clarification, IPostal1 does not take part in the handling of any mail whatsoever; iPostal1 has no control over the delivery and

distribution of the mail, its assignment to mailboxes, or the scanning for purposes of the Service. YOU acknowledge and agree that in any case in which mail is not properly assigned, scanned or otherwise handled, iPostal1 is not liable whatsoever to YOU, the sender or recipient of such mail or any third party.

By using the Services, YOU are entering into an agreement (this “Agreement”) with iPostal1 and the iPostal1 Channel Partner (the “Channel Partner”) for use of the Services based on the terms and conditions set forth herein (collectively, the “Conditions”). The Services will be accessed through YOUR online account (“Mail Manager”) which is provided by iPostal1. The Channel Partner that you have selected and YOU are bound by the Conditions. The Channel Partner that you have selected is also subject to and bound by a separate agreement with US. In addition, all conditions of OUR Privacy Policy at iPostal1.com/privacy-policy shall apply to this Agreement and are hereby incorporated by reference.

If YOU do not wish to be bound by the Conditions and this Agreement, YOU must stop using the Services immediately.

2. Authorization.

- (a) YOU hereby authorize your Channel Partner to scan the outside of YOUR Mail; provided, however, that YOU acknowledge the Channel Partner may decline to scan the outside or contents of Mail that in its sole discretion deems to be obscene, an incitement to hate or violence or contrary to law.
- (b) YOU hereby authorize your Channel Partner to discard or recycle your Standard Mail, as that term is defined by the U.S. Postal Service (“USPS”), which is commonly referred to as “junk mail,” such as flyers, circulars, advertising and catalogues. Standard Mail will not be scanned or inserted into your Digital Mailbox. Standard Mail includes any items postmarked “Standard,” “Std,” “Std Pre-sort,” “non profit,” or other markings used by the USPS to identify Standard Mail.

3. Services. From YOUR Mail Manager YOU may direct Channel Partner to perform the following fee-based actions to YOUR Mail including but not limited to:

- (a) Forward Mail to address YOU specify
- (b) Forward Mail to another account
- (c) Open and scan contents of Mail
- (d) Shred or recycle the Mail
- (e) Physically store mail and parcels
- (f) Sign scanned documents electronically
- (g) Unsubscribe from or opt in to mailing lists
- (h) Unpack parcels for individual reshipment
- (i) Consolidate parcels for shipment
- (j) Any other Services offered on the Site

From YOUR Mail Manager you may also direct iPostal1 to digitally store mail, retrieve and search archived mail, receive and play phone messages, receive and send fax messages, shop, pay bills and initiate physical mail task lists for Channel Partner to perform.

Note that YOU are responsible for all instructions to perform services along with their expenses. Neither WE nor the Channel Partner are responsible for items that are recycled or shredded as a result of a customer request.

4. Permission.

Note that by requesting any of the above services YOU are giving express and legally binding authorization to the Channel Partner and/or iPOSTAL1, as applicable, to perform such tasks.

5. Mail Delivery. YOU must complete a separate United States Postal Service Form 1583 (“Form 1583”) to authorize the Channel Partner to receive YOUR mail or packages at the Channel Partner. YOU agree to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. YOU further agree to accept a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes. As YOUR authorized commercial mail receiving agent (“CMRA”), the Channel Partner will accept all mail, including registered, insured and certified items and, if authorized on Form 1583, restricted mail (i.e., mail where the sender has paid a fee to direct delivery only to an individual addressee or addressee’s authorized agent). Completion and delivery of a Form 1583 to YOUR Channel Partner authorizes and grants the Channel Partner the right to use the information on the Form 1583 and any other information that WE provide the Channel Partner for the limited purposes of serving as YOUR CMRA. The Channel Partner agrees not to use any information on Form 1583 or that WE provide it for any other purpose.

- (a) YOU acknowledge that once YOU have completed form 1583 that the Channel Partner has final determination of acceptance and that YOU will not begin forwarding mail until the Channel Partners approves YOUR application.
- (b) YOU acknowledge that WE deliver scanned copies of Mail to accounts. WE do not warrant that Mail will never be mistakenly assigned to another account, and YOU acknowledge that in such cases WE are not liable to YOU or the intended recipient. WE will make our best efforts to notify both the intended recipient and the unintended recipient, immediately upon discovery of any error, and to remove the item from the unintended recipient’s Mail Manager.

6. Unauthorized Mail. In the event that Mail content belonging to a user outside of YOUR account appears in YOUR Mail Manager by means other than a Transfer from the addressed user (“Unauthorized Mail”), YOU agree not to request any action with respect

to such Mail other than to alert YOUR Channel Partner that YOU have received Unauthorized Mail. YOU further agree not to view, read, copy, print or otherwise distribute, disseminate, disclose or use for any purpose any content or other information on or within a piece of Unauthorized Mail. YOU agree that violation of these terms may expose YOU to legal liability, both criminal and civil, and monetary damages, as well as termination of YOUR Mail Manager.

- 7. International Outgoing Mail.** In the event that YOU order your mail forwarded to a location outside of the United States, YOU expressly acknowledge and agree that such action will subject your Mail to the export laws and regulations of the United States and the regulations of the jurisdiction to which you forward your mail. In accordance with any terms of service promulgated by YOUR Channel Partner, you may be solely responsible for compliance with such laws; however, YOU agree that WE have no role whatsoever in the delivery of Mail outside the United States; to that end, YOU agree that WE shall not be named as a “shipper of record,” “exporter,” forwarding agent,” or “U.S. principal party in interest” on the export shipment of any Mail.
- 8. Illegal Activity.** YOU must immediately notify YOUR Channel Partner of any fraudulent, unauthorized, illegal or suspicious use of the Services or any other breach of security or unauthorized or illegal activity that YOU reasonably suspect.
- 9. Pricing.** The Site provides the monthly subscription pricing (“Price Plan”) as well as pricing for optional Services not included in or above the included limits of a chosen Price Plan (“Extras”). The pricing on the Site at <http://iPostal1.com/plans-pricing.php> where YOU chose YOUR Price Plan is incorporated into this Agreement by reference. All fees resulting from Extras or Price Plans pursuant to this Agreement are subject to change by US. YOU acknowledge that YOU have web access to the schedule detailing the monthly fees and all other fees applicable to all Services. YOU agree to pay all activation fees, Price Plans and Extras (including charges incurred by persons using YOUR account) and/or for all Services.
- 10. Billing.** YOU agree that WE may immediately charge YOU for all charges or monies owed by YOU to US. Your monthly subscription fee is billed at the start of each month and the billing merchant is “iPostal1” and that name will appear on your credit card statement. Annual fees are billed at the start of subscription year. By using the Services, YOU are expressly agreeing that WE are permitted to bill YOU charges associated with the Price Plan and Extras, any applicable tax, customs duties and any other charges YOU may incur in connection with YOUR use of the Services.

As used in this Agreement, “billing” shall indicate either a charge or debit, as applicable, against YOUR payment method. If YOU want to use a different payment method or if there is a change in YOUR credit card validity or expiration date, YOU may edit YOUR payment method information in YOUR Account. If YOUR designated payment method reaches its expiration date, YOUR continued use of the Services constitutes YOUR authorization for US to continue billing that payment method and YOU remain

responsible for any uncollected amounts. YOU agree not to attempt a chargeback. We will make every effort to assist you. Please call your Channel Partner.

11. **Duration of Agreement.** YOU agree that YOU shall be bound by the Conditions beginning on the earlier of when you first sign-up for the iPostal1 Service or when you first agree to the Conditions until the later of the date when (i) your license and any renewal thereof terminates, (ii) your Account is cancelled or (iii) you have your last contact with the Channel Partner for customer support.
12. **Suspension and Account Locking.** YOUR account will be placed in suspension (“Suspension”) if WE are unable to complete a funding transaction. If YOUR account is placed in Suspension, it will remain functional, but all service requests will be rejected for lack of funds and execution of pending Services will be suspended. YOU will continue to incur charges in respect of YOUR account. Suspension will end only upon our receipt of amounts sufficient to cause YOUR Account Balance to be greater than or equal \$0.00.

WE may also lock YOUR access to YOUR Account in the event WE have a reasonable basis to believe YOU are using YOUR Account for illegal purposes or in violation of this Agreement.

13. **Termination and Mail Forwarding.** Unless otherwise terminated as set forth below, this Agreement shall remain in force for so long as YOU use or benefit from the Services. YOU agree and acknowledge that WE may, at our sole option, cancel the Services and terminate this Agreement without cause at any time and upon 5 days’ written notice to YOUR Channel Partner or YOUR Mail Manager. Any notice WE choose to give may be provided in email or other electronic form.

- (a) Notwithstanding the above, WE may terminate this Agreement immediately for “Cause.” YOU agree that for purposes of this Agreement the actions or failure to act of any user in YOUR account will be attributed to YOU. “Cause” shall include, but not be limited to, the following:

- (i) YOUR behavior towards OUR employees or other customers (including YOUR Channel Partner) is offensive, abusive, violent, threatening or disruptive;
- (ii) YOU fail to provide, or WE are unable to validate, accurate contact/personal information that WE require of all customers;
- (iii) YOU fail to cooperate or provide information on an investigation by a local, state or federal governmental agency;
or

- (iv) YOU violate any provision of this Agreement or any Conditions or other terms posted by US, or breach any of YOUR representations or warranties.
- (b) YOU may terminate this Agreement by giving due notice to the Channel Partner. There is no fee for terminating YOUR Account; however, please remove all of YOUR data prior to cancelling YOUR service. Once YOU request cancellation of YOUR Service, the Channel Partner will put YOUR Account into “Closed” status. Immediately upon putting an Account into “Closed” status, YOU will no longer be able access the Services and WE will cancel all pending Services. YOUR data will be immediately deleted when your account has been closed.
- (c) YOU agree that upon expiration, cancellation or termination of this Agreement, YOU will not file a change of address order with the USPS. YOU and the Channel Partner further agree that upon expiration, cancellation, or termination of this Agreement, YOU authorize the Channel Partner to accept and destroy any “Unsolicited Mail” (e.g., mail addressed to “occupant,” “current resident,” or similar designation; or coupons, advertising or other promotional material, including all Standard Mail) and any mail addressed to YOU that is delivered to the Channel Partner by the USPS for 6 months thereafter. YOU further agree that the Channel Partner may refuse any package addressed to YOU delivered by any party other than the USPS, such as a commercial carrier service.

Upon acceptance of this agreement YOU are instructing YOUR Channel Partner not to forward any of Your Mail that is received following cancellation of YOUR Account. However, when YOU elect to cancel YOUR Account YOU will be given the ability to change your instructions to:

- (i) Re-mail (i.e., forward) YOUR mail (except for Unsolicited Mail and Standard Mail) for up to 6 months upon YOUR payment in advance for postage, packaging material and forwarding fees. YOU must pay a monthly forwarding fee in advance for the time period that YOUR Mail is to be re-mailed. It is YOUR responsibility to make arrangements with the Channel Partner to identify any Mail forwarding needs prior to the expiration, cancellation or termination of this Agreement; or
- (ii) To continue with YOUR initial instructions of “Do not forward my mail.” YOU understand and agree that Mail received subsequent to expiration or termination of this Agreement shall be handled in accordance with USPS DMM 508 Section 1.8.3. YOU further understand and agree that in order to return or forward such Mail WE or YOUR Channel Partner would

require new postage for 6 months. As part of this Agreement (CMRA mail receiving contract) YOU choose to not pay to have it forwarded. YOU request that all mail received for the 6 months following any expiration or termination of my Service be destroyed as received.

(iii) YOU understand that YOU must select one of the above options upon any expiration or termination of this Agreement.

(d) Six (6) months after the expiration, cancellation or termination of this Agreement, the Channel Partner may:

(i) Refuse any mail or package addresses to YOU; and/or

(ii) Destroy any of YOUR mail or packages remaining at the Channel Partner.

- 14. Services after Account Closure.** Immediately upon account closure, YOU will no longer be able to log in to YOUR online Account. Upon Account closure, WE will cancel all pending Services and delete the corresponding service requests from YOUR Account. All Mail will be held in inventory by YOUR Channel Partner until YOU reopen YOUR Account or YOUR Account becomes “Terminated.”
- 15. Compliance with Laws.** YOU acknowledge and agree that WE cooperate with the USPS Postal Inspection Service and will share any and all information about YOU and YOUR use of the Services upon its reasonable request. With respect to third parties, WE will provide information about YOU only as required by valid legal process. WE may share information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of these Conditions or as otherwise required by law.
- 16. Ownership.** YOU acknowledge and agree that the Channel Partner is independently owned and operated and that WE are neither liable nor responsible for any acts or omissions of the Channel Partner.
- 17. Limit of Liability.** YOU expressly agree that the total amount of liability of the Channel Partner, if any, for any and all claims arising out of or related to this Agreement or performance hereunder shall not exceed \$100.00 regardless of the nature of the claim.
- 18. Receipt of Mail.** YOU must use the exact mailing address for the Mailbox without modification as set forth in Section 3 of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed “Undeliverable as Addressed.”
- 19. Service of Process.** Where provided by law, a process server may attempt to serve YOU by mail or to serve YOUR Channel Partner PO BOX as YOUR “mail agent” on YOUR

behalf. WE assume no liability should YOU be deemed to have accepted service of process as a result of use of the Services and YOU agree to release US and hold US harmless from any and all claims arising out of such actual or attempted service.

- 20. Fraud.** YOU agree not to use the Services for any illegal purpose and to fully comply with U.S. federal and applicable state laws and regulations, including but not limited to USPS regulations, in YOUR use of the Services.

If WE, in our sole discretion, suspect that YOUR contact information is fraudulent or that YOU are attempting to use the Services for any unlawful, fraudulent or illegal activities, WE may inspect YOUR mail and WE may immediately suspend YOUR account and/or terminate this Agreement and Services without refund. WE may also turn over all information concerning YOU to the USPS Office of the Postal Inspector, the U.S. Federal Bureau of Investigation, the applicable State Attorney General or Embassy with jurisdiction or other national, federal, state or local law enforcement authorities.

YOU agree to indemnify US and hold US harmless from any and all liability, claims, damages, losses or cause of action arising from such inspection of YOUR mail or from the release of information regarding YOU or YOUR use of the Services to such authorities, or otherwise as required by law.

- 21. Third Party Sites.** IPostall1 may periodically provide information to YOU, via the Site, your online mail viewer or through emails directed to YOU in care of your Account, concerning products and services provided by third parties. IPostall1 makes this information available to YOU as a matter of convenience only and in doing so does not endorse any of the products, services or sites being linked or mentioned. Further WE neither represent nor warrant nor assume any liability or responsibility for the goods or services or the terms under which such third-party offerings are sold. WE shall have no liability, obligation or responsibility for any correspondence, purchase or promotion between YOU and any third party with respect to such goods and services and YOU agree to indemnify, defend and hold US harmless in the event of any claim, loss or damage arising out of YOUR communications or transactions with third parties identified on OUR website or through the Services.

- 22. Intellectual Property Rights.** All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") that YOU see or read through the Services is owned by IPostall1. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. IPostall1 owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws of copyright, patents and other proprietary rights and laws. YOU may not copy, download, use, redesign, reconfigure or retransmit anything from the Services without OUR express prior written consent. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without OUR prior,

written permission. OUR service marks and trademarks including, without limitation, IPostal1 and the IPostal1 logos are service marks owned by IPostal1. Any other trademarks, service marks, logos and/or trade names appearing via the Services are the property of their respective owners. YOU may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

- 23. Personal Data.** YOU hereby agree that iPostal1 may process and store YOUR personal data, including, but not limited to, YOUR name, email address, postal address, phone number and any other mail, documents or other information that YOU store in your account (collectively, “Personal Data”) and that WE may use YOUR Personal Data in the provision to you of our Services and in our business, in each case, subject to OUR privacy policy, which is accessible at iPostal1.com/privacy-policy. YOU are entitled to revoke YOUR permission to use your Personal Data or send US any instructions with respect to YOUR Personal Data at any time by sending an email to support@uszoom.com with your request or instructions.
- 24. Account, Password, Security.** YOU are the sole authorized user of YOUR Account. You are responsible for maintaining the confidentiality of any password and Account number or information provided by YOU or US for accessing the Service. YOU are solely and fully responsible for all activities that occur under YOUR password or Account. WE have no control over the use of YOUR Account and expressly disclaim any liability derived therefrom. Should YOU suspect that any unauthorized party may be using YOUR password or Account or YOU suspect any other breach of security, YOU will contact your Channel Partner or US immediately.
- 25. Representations and Warranties.** YOU represent and warrant that:
- (a) YOU have the legal power and authority to enter into this Agreement;
 - (b) YOU have not falsely identified yourself or provided any false information to gain access to the Services;
 - (c) YOUR contact and billing information on YOUR Account is correct;
 - (d) YOU are not accessing and have not accessed the Services to commit illegal acts or violate any provisions of this Agreement;
 - (e) YOU are in full compliance with any laws, regulations or rules applicable to the Services including those promulgated by USPS; and
 - (f) YOU have completed and submitted the USPS Form 1583, if applicable.

YOU further represent and warrant that YOU are the authorized user and (if applicable) signatory to the payment mechanism used to open and maintain YOUR Account, and agree that YOU are responsible for any use, activity and charges incurred by YOU and any other users under YOUR Account.

YOU acknowledge and agree that YOUR breach of any of these representations and warranties shall entitle US to injunctive relief (monetary damages not being sufficient remedy), as well as available monetary damages and attorneys' fees and costs, at OUR sole discretion.

- 26. Indemnity.** YOU agree to protect, defend, indemnify and hold harmless iPostal1 and the Channel Partner, our respective affiliates, subsidiaries, parents, and their respective shareholders, officers, directors, agents, employees, independent contractors, assigns and representatives from and against any and all claims, losses, liabilities, causes of action, judgments, penalties, costs, damages and expenses (including attorneys' fees, litigation costs and expenses) (collectively, "Claim") incurred by the US including, without limitation, any Claim arising from or related to:
- (a) this Agreement;
 - (b) the Services;
 - (c) YOUR use of, or inability to use, the Services including, but not limited to, any copyright or privacy breach claims arising in connection with the Services;
 - (d) the failure of any third party, USPS or any commercial delivery service to provide delivery services accurately and on time;
 - (e) any loss, damage or destruction of YOUR Mail by any cause whatsoever whether or not attributable to US or the Channel Partner (whether by negligence or intentional act or omission);
 - (f) any violation by YOU of any law or government regulation applicable to the Services; and
 - (g) the consequences of success or attempt by third parties to serve YOU with legal process through the Services.

Neither WE nor the Channel Partner are liable or responsible for Mail for which there is no record of receipt.

- 27. Governing Law; Service of Process; Attorney Fees.** Regardless of YOUR location or the location of YOUR Mail or any Channel Partner, this Agreement is governed by the laws of the State of New York, without regard to its conflicts of law principles or the conflicts of law principles of any other jurisdiction. Any references to statutes or regulations in this Agreement will include any changes, amendments or extensions (as the case may be) of such statutes or regulations and upon any such changes, amendments or extensions, this Agreement will be updated automatically to reflect the same without

any further action on OUR part and whether or not such update is included in the copy of this Agreement that is accessible on our Site.

28. Dispute Resolution.

(a) *Remedies.* In the event of a breach of this Agreement by any party, the non-breaching party shall be entitled to all appropriate equitable and legal relief, including, but not limited to: (a) an injunction to enforce this Agreement or prevent conduct in violation of this Agreement; (b) damages incurred by the non-breaching party as a result of the breach; and (c) attorneys' fees and costs (at all arbitral, trial, and appellate levels) incurred by the non-breaching party in enforcing the terms of this Agreement.

***** THE FOLLOWING IS A MANDATORY ARBITRATION PROVISION *****

(b) *Dispute Resolution.* Any issue, question, dispute, claim or controversy arising out of or relating to this Agreement or any provision thereof, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in New York, New York, before a single arbitrator (the "Arbitrator"). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the expedited procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This dispute resolution provision shall include urgent or emergency arbitration relief and not preclude any party from seeking provisional remedies in aid of such urgent or emergency arbitration relief from an arbitrator in accordance herewith.

(c) *Effects of Mandatory Arbitration.* The parties understand, acknowledge, and agree that by agreeing to arbitrate in the manner required under Section 11(b), they are each waiving any right they may have to bring before a court (for other than injunctive relief as provided below), any claim that such party may have arising out of, or for any violation of, any federal, state, local or other law, regulation or ordinance, or any other rights protected or arising under any law, rule or regulation. Nevertheless, the parties agree to waive all such rights they may have and agree to submit all disputes to binding arbitration in accordance with the terms of Section 27(b).

***** THE FOLLOWING IS A WAIVER OF RIGHTS TO A CLASS ACTION *****

(d) *Waiver of Class Action.* All arbitrations under this Agreement must be on an individual basis. This means that neither WE nor YOU may consolidate OUR or YOUR claims in arbitration by or against any other party, or litigate in court, or arbitrate any dispute, claim or controversy as a representative or member of a class or in a private attorney general capacity. To the extent that a dispute arises as to this Section 27(d), only a court, and not an arbitrator, shall determine the validity and effect of this class action waiver.

(e) *Authority and Decision.* The Arbitrator shall have the authority to award the same damages and other relief that a court could award. The Arbitrator shall issue a reasoned award explaining the decision and any damages awarded. The Arbitrator's decision will be final and binding upon the parties. The parties will abide by, and fully perform, any award rendered by the Arbitrator. In rendering the award, the Arbitrator shall state the reasons therefore, including (without limitation) any computations of actual damages or offsets, if applicable.

(f) *Fees and Costs.* In the event of arbitration under the terms of this Agreement, the fees charged by JAMS or other arbitration administrator and the Arbitrator shall be borne by the parties as determined by the Arbitrator, except for any initial registration fee, which the parties shall bear equally. Otherwise, the parties shall each bear their own costs, expenses and attorneys' fees incurred in arbitration, except as otherwise decided by the Arbitrator.

(g) *Confidentiality.* The arbitration proceedings including all filings, discovery and communications related to such proceedings and any result(s) of arbitration (including any arbitration award) shall be maintained as confidential information by the parties, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and other parties with a strict need to know.

(h) *Enforcement; Jurisdiction; Service of Process.* To the extent court action is required to enforce any arbitration decision hereunder or the waiver of class action under Section 27(d), such action shall be brought in the state and federal courts located in and for Rockland County, New York, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

(i) YOU hereby agree, and waive any objection to, service of process on YOU by means of mail or email sent to YOUR Account. In the event of any dispute arising under this Agreement including, but not limited to, a suit to collect amounts due for Services provided to YOU by US, the prevailing party shall be entitled to recover attorneys' fees and costs.

29. Notice. By using the Services, YOU consent to receiving electronic communications from US for any communications required or permitted under this Agreement. These communications include notices about YOUR Account and information concerning the Services. YOU agree that any notice, agreements, disclosure or other communications that WE send to YOU electronically will satisfy any legal requirements for written communication.

30. Non-Waiver. If any party to this Agreement fails to enforce any provision hereof, or fails to exercise any right at any time, such failure shall not constitute a waiver of that or any other provision or right.

31. **Assignment.** YOU may not assign this Agreement without OUR prior written consent. WE may assign this Agreement without YOUR consent. This Agreement will inure to the benefit of iPostal1, its successors and assigns.
32. **Modification.** WE expressly reserve the right, at OUR sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement (including the Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the Services or any content or information through the Services at any time, effective with or without prior notice and without any liability to iPostal1. WE will endeavor to notify you of these changes, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to YOU or cause YOU to no longer be in compliance with this Agreement, YOU must terminate this Agreement and immediately stop using the Services. ANY continued use of the Services by YOU following any revision to this Agreement constitutes YOUR complete, unconditional and irrevocable acceptance of any and all such changes. WE may change, modify, suspend or discontinue any aspect of the Services at any time without notice or liability. WE may also impose limits on certain features or restrict YOUR access to parts or all of the Services without notice or liability.
33. **Entire Agreement.** This Agreement contains the entire agreement relative to the Services and supersedes all prior or contemporaneous oral or written understandings and agreements concerning the subject matter of this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect.
34. **Severability.** If any provision of this Agreement is deemed invalid, void or otherwise unenforceable, that provision shall be deleted, but all other provisions, as well as the remaining portion (if any) of the invalid, void or unenforceable provision, shall continue in full force and effect.