

## **TERMS OF USE**

Please read these Terms of Use carefully before accessing the Confirmdelivery.com service (the "Service") available through this website, **www.confirmdelivery.com** (the "Site"). Your access to the Site and the Service is subject to your agreement to these Terms of Use. If you do not agree to be bound by these Terms of Use, please refrain from visiting the Site and participating in the Service. By accessing, browsing, and using the Site, you accept, without limitation or qualification, these Terms of Use.

### **Use of the Site and the Service**

The Site and the Service are owned and operated by Confirmdelivery.com, Inc. (CDI). The Service on the Site includes searchable information regarding confirmation of mail piece deliveries.

Access and use of the Site and the Service are fee-based and limited to authorized CDI customers.

Subject to account standing and these Terms of Use, you receive a nonexclusive, nontransferable, revocable license from CDI to access the Site and the Service solely for purposes of confirming mail piece deliveries.

You may not rent, sublicense, resell, or make the Site or the Service available to persons who are not authorized users of the Site or the Service. You may not relay, transmit, broadcast, replicate, copy, sample, record, disassemble, or reverse engineer the Site or the Service.

Subject to account authorization and payment by the account holder, you receive a User I.D. and Password for use of the Service through the Site. It is your responsibility to keep your Password and User I.D. confidential. You acknowledge that you are responsible for all activities that occur under your Password and User I.D. You agree to immediately notify CDI of any unauthorized use of your User I.D. and Password. It is your responsibility to exit this web site when you are finished. CDI shall be held harmless in the event that your Password or User I.D. is deleted or modified in any way.

### **Your Conduct**

You agree to access and use the Site and the Service only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Site and the Service. It is your responsibility to certify with the United States Postal Service all company printers for the use of the Site and the Service. By accessing the Site and the Service, you agree that you will not:

- Use the Site to commit a criminal offense or to encourage others to conduct that would constitute a criminal offense or give rise to a civil liability;
- Violate any applicable law;
- Post or transmit any material of any kind to or through the Site;

- Impersonate other parties or entities;
- Alter, damage, or delete any content posted on the Site;
- Disrupt the normal flow of communication in any way.

### **Disclaimer of Warranty; Limitation of Liability**

THE SITE IS MADE AVAILABLE TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CDI does not warrant, and hereby disclaims, any warranties, either expressed or implied, with respect to the Site, the Service, or information available on the Site or through the Service. CDI does not warrant that the Site will operate in an uninterrupted or error-free manner or that the Site is free of viruses or other harmful components. Use of information obtained from or through the Site is at your own risk.

You agree that CDI and its employees will have no liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable, arising out of or relating to these Terms of Use, the Service, your use or inability to use the Site, or your reliance upon information obtained from or through the Site, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, or computer failure or malfunction, whether based in contract, tort, statutory or other law.

### **Release; Indemnity**

As a condition of your use of the Service and the Site, you agree to hold harmless CDI and its officers, directors, agents, subsidiaries, affiliates and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the Service and the Site. You agree to defend and indemnify CDI and its employees from any and all liabilities and costs incurred by CDI in connection with any claim arising from any breach by you of these Terms of Use, including reasonable attorney fees and costs. You agree to cooperate fully in the defense of any such claim. CDI reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you.

### **Modification of the Site, Service or Agreement**

CDI may discontinue, suspend or modify the Site, the Service, or your access at any time and without notice, for any reason in its sole discretion. You agree that CDI is not liable to you or any third party if your access is blocked, terminated, or suspended. CDI maintains the right to modify these Terms of Use and may do so by posting modifications on this page. Any modification is effective immediately upon posting the modification unless otherwise stated. Your continued use of the Site following the posting of any modification signifies your acceptance of that modification.

## **Ownership**

You acknowledge that CDI and/or related parties may hold copyrights and patents for elements of the Site or the Service. You do not have, receive or obtain any title or other property right in any information, images, code, scripts, expressions or data obtained through the Site or the Service; all such rights are retained by CDI. This Agreement does not and shall not be construed to transfer title to any copyright or patent to you. All right, title, and interest in and to the Site and the Service, including all associated intellectual property rights, are and shall remain vested with CDI and/or its affiliates or licensors.

## **Choice of Law, Forum Selection, Attorney Fees**

You agree that any dispute arising out of or relating to the Site or these Terms of Use or the Service, whether based in contract, tort, statutory or other law, will be governed by federal law and by the laws of the State of Indiana, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of an exclusive venue in the federal and state courts located in and serving Indiana as the exclusive legal forums for any such dispute, and the prevailing party shall be entitled to reimbursement of its attorney fees and costs from the non-prevailing party.

## **Contact Information**

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