

## UPS MY CHOICE® SERVICE TERMS

**(1) Governing Terms.** These Terms of Service (“Terms”) govern your use of UPS My Choice® services (the “Service”). Except as modified by these Terms, the country- specific document(s) describing UPS services for small package shipments and freight movements available from that country, terms and conditions for such services and fees for such services (the “[UPS Terms and Conditions](#)”) including the applicable UPS Service and Tariff Guide (the “[UPS Guide](#)”) and the description of UPS My Choice® Services available at [ups.com/mychoice](http://ups.com/mychoice) in effect at the time of service (all of which are subject to change without notice) shall govern the Service. You expressly acknowledge having reviewed, understood and agreed to the UPS Terms and Conditions and the UPS Guide and accept their application. They are published at [ups.com](http://ups.com) for each country of service and are available via the links above. In the case of a conflict between the terms of the UPS Terms and Conditions or the UPS Guide and these Terms, these Terms shall take precedence. Depending on the country where shipment is presented to UPS for carriage, the term “UPS” will mean the applicable company set out in the relevant UPS Terms and Conditions. UPS may engage sub-contractors (for example other transportation carriers authorized by UPS) to perform services and contracts both on its own behalf and on behalf of its servants, agents and subcontractors each of whom shall have the benefit of these Terms.

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 to redirect the delivery of a package to an alternate address, to authorize release of a package, to delay delivery, to change a service or service level selected by the shipper, or to reschedule delivery, and to receive advance notification and delivery information regarding a package. Except for a redirection of the delivery of a package to an alternate address or for a change of a service or service level selected by the shipper, this section (2) shall not apply to consumers using the Service for purposes other than business, trade or professional purposes.

**(3) Leave with Neighbor Authorization.** Where you select the “Leave with Neighbor” option for a package, the following provisions apply: You agree that you are obliged to obtain consent from any neighbor before you share their name, address, email address and/or phone number (as applicable) with UPS and allow UPS to communicate with such neighbor, and you represent and warrant that you are authorized by the neighbor to share such details.

**(4) Authorized Shipment Release.** 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. 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. To prevent loss of, and damage to, the package, you shall only select a location for delivery that is shielded from view by the public and is not publicly accessible. In some cases, UPS may not follow the directions given in your Authorized Shipment Release request (i) if there are indications that a delivery according to your directions may cause loss of, or damage to, the package (for example due to delivery conditions such as adverse weather or safety), or (ii) due to a deviating agreement with the shipper, such as where the shipper has specified that an adult signature is required for your package or for cash on delivery shipments. UPS will inform you without undue delay when UPS decides in

accordance with the foregoing sentences not to follow your directions and a delivery of the package to you is therefore not possible at that time.

- (5) Fees and Charges.** You agree to pay any applicable fees and charges associated with the Service, which may include transactional fees per package 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,” 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 Services are requested and require a transfer or delivery of the package beyond the original delivery area for the original consignee address (the delivery address originally specified by the shipper), additional transportation charges will also apply. The transportation charges (if any) will be calculated at the applicable rate between the original receiver address and the rerouted address in an amount indicated in connection with your request. If you request a delivery method at a service level higher than the service level selected by the shipper (for example, shipper selects UPS Ground service and you request UPS Air Service), additional transportation charges for the upgraded service level will apply in an amount indicated in connection with your request. Applicable Service fees and charges are set forth at [[UPS Guide](#)].

Due to the nature of the Service, original time of delivery guarantees and the UPS Service Guarantee/Money Back Guarantee do not apply to packages subject to UPS My Choice® services. UPS may change the fees and charges for the Service at any time without prior notice. Additional fees and charges will not be assessed for packages for which UPS is unable to provide the requested Service.

If you wish to select Services that involve additional fees and charges, you may set up a credit card number or other payment method in your UPS My Choice® My Settings. You authorize UPS to automatically charge the payment card or other payment method selected in your UPS My Choice® My Settings for all applicable 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 and changing your preferences. It may take UPS up to 10 calendar days to process any change to or revocation of your payment authorization.

- (6) Delivery to a UPS Access Point™ Location.** A UPS Access Point location is an independently owned and operated business designated by UPS where a consignee or other recipient may, where available, receive a package delivery.

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 [[Guide to UPS Access Point™ locations](#)]. 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 identification, including without limitation, provision of government-issued identification. Any such information provided to UPS will be used solely in accordance with the German Postal Services Data Protection Regulations (*Postdienste-Datenschutzverordnung*) or other data protection regulation, where applicable, for the purposes of identity verification and authorization. Where you inform UPS that a shipment may be released to another authorized recipient (other than you) you agree to notify and obtain the consent of the authorized recipient that he or she will receive such shipments and the necessary personal data (address data) relating to him or her will be stored and processed by UPS for the purposes of delivering the relevant shipments and

that such information may be transferred to countries other than the country in which UPS originally collected the information.

Notwithstanding the foregoing, any visit to 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 Terms and Conditions. For requests to hold for pickup at a UPS Access Point location, packages will be held for ten (10) days, except in the United States, Canada, Mexico, and Puerto Rico, where they will be held for seven (7) days, before they are returned to the sender (transportation charges will be assessed to the shipper if returned to the shipper).

- (7) **Data Use.** To apply for your UPS My Choice® Membership, you are required to submit to UPS or its service provider the following data: name, address, and telephone number. This personal information will be used solely for the purposes set forth in, and subject to, the UPS Privacy Notice (available at UPS's website at [[UPS Privacy Notice](#)]) (which is hereby incorporated by reference into these Terms). By applying, you consent to the collection and use of your personal information for this purpose.

UPS and other companies in the UPS group of companies worldwide, including companies in countries which may not have the same level of data protection as the country where the shipment is presented to UPS for carriage, may use any data provided by you for the purposes set forth in, and subject to, the UPS Privacy Notice published on UPS's website at [[UPS Privacy Notice](#)] (hereby incorporated by reference into these Terms). You have certain rights (exercisable by contacting UPS under [privacy@ups.com](mailto:privacy@ups.com) or UPS Europe SPRL/BVBA, Attorney Data Privacy, Ave. Ariane 5, Brussels, 1200, Belgium) under the law to have access to, rectify, object to the use for direct marketing of, or delete personal data held by UPS.

- (8) **UPS My Choice® 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 your membership in the UPS My Choice® My Settings section.

- (9) **Liability Limitations.** UPS's liability in relation to the Service, including liability for loss or damage to a package, or delayed delivery shall be limited pursuant to the UPS Terms and Conditions. UPS does not accept responsibility for purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue. The UPS Service Guarantee/Money Back Guarantee does not apply to packages subject to the Service, including without limitation a change in service level. All claims for loss or damage or delay shall be notified to UPS in accordance with the UPS Terms and Conditions and the UPS Guide by the original shipper.

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.

- (10) Indemnity.** To the maximum extent permitted by mandatory law, 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 improper or negligent use of the Service and the UPS My Choice® Preferences you select, including, for example (but without any limitation whatsoever) with regard to Leave with Neighbor shipments or Authorized Shipment Releases, your noncompliance with governmental laws or regulations or UPS's requirements applicable to the Service, or your failure to comply with these Terms.
- (11) Waiver of Protection under Postal Secrecy Laws.** You acknowledge that certain delivery options available as part of the Service may entail that information protected under postal secrecy laws becomes known to third parties (for example, a neighbor receiving a package addressed to you will necessarily take note of the fact that you received a package from a certain shipper). Insofar as your use of the Service necessarily entails that information protected under postal secrecy laws concerning packages addressed to you is or may accidentally be made known to third parties due to your delivery directions, you waive your protection under postal secrecy laws with regard to such deliveries of packages to you by selecting such UPS-My-Choice delivery options.
- (12) 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 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 discretion that doing so would pose a risk to UPS, its employees, its operations or any third party.