

Rev. July 12, 2015 (France)

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 the Service available at ups.com/mychoice in effect at the time of service 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 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 the 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.
- (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 neighbour to share such details.
- (4) 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. 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, upon acceptance, 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.

- (5) Deliver 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 verification of the name and address of the consignee and also identification of the authorized recipient, including, without limitation, provision of government-issued identification. Any such information provided to UPS will be used solely for the purposes of identity verification and authorization and in accordance with the UPS Privacy Notice available at [[UPS Privacy Notice](#)]. Where a shipment is released to another authorized recipient (other than you) you agree to notify and obtain the consent of the authorized recipient that any personal information provided to UPS will be processed by UPS for the purposes of identity verification and authorization and may be transferred to UPS in the United States for hosting purposes. UPS has concluded a data transfer agreement incorporating the European Commission's Standard Contractual Clauses to ensure an adequate level of data protection.

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).

- (6) Data Use.** To apply for your UPS My Choice® Membership, you may be required to submit to UPS or its service provider certain personal information, including name, address, and telephone number, solely for the purposes set forth in, and subject to, the UPS Privacy Notice

(available at UPS's website at [[UPS Privacy Notice](#)]) (hereby incorporated by reference into these Terms). By applying, you consent to the collection and use of your personal information for this purpose. Personal information will be used for marketing purposes by UPS and/or other companies in the UPS group, provided you have accepted such use.

You agree that 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. You have the right (exercisable by contacting UPS under 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.

- (7) **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.

(8) **Liability Limitations.**

(i) **Professionals**

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.

(ii) **Consumers**

UPS shall not be held responsible for losses that are not due to its negligence or that are due to an event of *Force Majeure* (as defined by applicable law).

(iii) General

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 do so, for example, due to delivery conditions such as adverse weather or safety). Authorized Shipment Release is not available if the shipper has specified that an adult signature is required for your package.

(9) 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, your noncompliance with governmental laws or regulations or UPS's requirements applicable to the Service, or your failure to comply with these Terms.

(10) Modification; Termination (applicable exclusively to professionals). 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.

(11) Withdrawal right

Pursuant to Article L. 121-21-8, 12° of the French Consumer Code, you have no right to withdrawal.

(12) Jurisdiction

(i) Professionals: you agree that all disputes and claims arising between the parties will be submitted to the courts of Paris.

(ii) Consumers: all disputes and claims arising between the parties will be submitted to the courts determined under the conditions of the applicable law.

You are informed that you may, in any case, have recourse to conventional mediation or any alternative dispute resolution scheme.