

# Terms and Conditions

Last revised July 27, 2017

The following Terms and Conditions ("Terms" or "Agreement") constitute an agreement between you ("you") and Stamps.com Inc. ("Stamps.com," "Company," "us," or "our") and govern your use of this website or any software downloaded from this website, your Stamps.com account, your monthly service fee, and any and all purchases from or through Stamps.com (including all communications and interactions with the Company and any actions taken with respect to any of Company's advertising). These Terms constitute the entire agreement between the Company and you with respect to such matters. The terms Stamps.com, Company, us and our shall include Stamps.com Inc., its representatives, officers, shareholders, subsidiaries, parents, predecessors, successors, affiliates, employees, and agents. These Terms shall apply to GlobalPost, as defined in Section 11, unless otherwise set forth herein. In the event you download our Windows-compatible software, you may also be presented a Stamps.com End User License Agreement (the "EULA"). In the event of any conflict between the terms of this Agreement and the EULA, these Terms shall govern.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEBSITE AND DO NOT SIGN UP FOR A STAMPS.COM ACCOUNT.

**Both you and the Company agree, with the limited exceptions noted below and as further provided below, to resolve all disputes between you and the Company through BINDING ARBITRATION. ARBITRATION MEANS THAT YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.**

## 1. SERVICE PRICING

Stamps.com offers multiple types of service plans – including, without limitation, monthly service plans, term service plans, and pre-paid service plans. Your service fee, if any, will be calculated based on the service plan presented to you and agreed to by you during service registration. In addition, you are responsible for all variable and transactional costs of using the service (for example, postage, fees for private carriers, package insurance, items purchased in the online store, or other special services selected) in addition to your applicable service fee, if any. Your recurring service fee, if any, will be calculated and billed based on the date you register and the terms of your offer. If you have registered for a monthly billing plan (like most Stamps.com users), the monthly billing cycle ends one month after you register. For example, if you register on March 8 the first billing cycle will end April 7, and the second billing cycle will begin on April 8. Stamps.com bills in arrears (i.e., at the end of the applicable billing cycle) and a pro-rated charge for your service fee may apply if you cancel or change your plan in the middle of a billing cycle. In addition, Stamps.com may maintain the availability of the service for the full month when the account is canceled. If you register for a trial offer, but wish to avoid incurring the monthly service fee (including for the first month of service), make sure to cancel your account before the trial period ends. To cancel, call Stamps.com customer support at 1-888-434-0055, Monday - Friday, 6 am - 6pm (PST).

## 2. STAMPS.COM ACCOUNT AND POSTAL METER ASSIGNMENT

You must pay for any variable transactional charges relating to mailing and shipping (for example, postage) purchased in addition to Stamps.com's service fee. In order to use Stamps.com for any mailing and shipping services, you must pre-fund your Stamps.com account in an amount equal to or greater than the mailing or shipping service to be purchased. All purchases and debits will be reflected in your Stamps.com account balance. Please note that the funds may be maintained in a pooled account owned by Stamps.com. In the event of any losses, failure or other insolvency of the institutions where funds may be maintained, Stamps.com may be afforded FDIC insurance on the account, (individual account holders are not entitled to such insurance) and Stamps.com may then allocate any insurance proceeds for the benefit of account holders; however, you may not be entitled to receive a refund of all amounts posted with Stamps.com. In the event of any failure or insolvency of Stamps.com, because the amounts held in your Stamps.com account are not insured, they may not be fully refunded.

Stamps.com user accounts are linked to virtual postage meters authorized by the U.S. Postal Service ("USPS"). Virtual postage meters permit the printing of PC postage; absent such meters, Stamps.com could not provide the services it offers. In certain instances, a virtual postage meter may be set up on your behalf and exclusively used to hold your account funds and purchase postage on your behalf (a "personal virtual postage meter"). In other instances, multiple Stamps.com account holders will be aggregated in a group of virtual postage meters, which may be opened and owned in the name of Stamps.com or one of its business partners (an "aggregate virtual postage meter"). When you fund your account to conduct mailing and shipping transactions, the funds you provide will be processed by

Stamps.com and either (i) credited in its general account and reflected in your account balance or (ii) funded directly to the USPS and reflected in your account balance. Stamps.com or its business partners will separately add funds to the virtual postage meter as needed based on your mailing and shipping requests and the requests of other accounts assigned to that same aggregate virtual postage meter. Stamps.com or its business partners will ensure that sufficient funds are credited to the aggregate virtual postage meter to allow you to utilize all of the funds in your Stamps.com account. Please note that Stamps.com may also apply your payment for increases to your Stamps.com account balance directly to the applicable virtual postage meter (personal or aggregate) or into Stamps.com's general account. Stamps.com shall have complete and absolute discretion in deciding whether to assign you to a personal or aggregated virtual postage meter, whether to convert you from a personal to aggregated virtual postage meter (or vice versa), whether to open a new virtual postage meter or use an existing one, whether to open the virtual postage meter in your name or to assign you to an existing aggregate virtual postage meter, and the name under which the virtual postage meter will be activated or maintained. Stamps.com, moreover, may reassign your account from one virtual postage meter to another (whether personal or aggregate), from time to time or at any time.

Business partners, including mailing and shipping carriers, consolidators, resellers, wholesalers, among others, may provide certain rates through the virtual postage meters (whether personal or aggregate) that may be facilitated by Stamps.com in its sole and absolute discretion.

### 3. ACCOUNT DURATION

While Stamps.com reserves the right to cancel your account for lack of use, lack of payment, or breach of this Agreement, as a general matter, all Stamps.com user accounts are maintained perpetually unless and until cancelled by the user. If you select a term service plan or a pre-paid service plan, at the conclusion of the term or pre-paid payment period, your account will be automatically converted into a monthly service fee account for all purposes. Following any account cancellation, Stamps.com may maintain certain account settings and information for a period of time in the event of account re-activation. The period of time Stamps.com maintains account information shall be in the sole discretion of Stamps.com.

### 4. PROMOTIONS

**PROMOTIONAL TERMS:** Some service plans include a promotional offer (for example, a free scale or free postage), and Stamps.com may offer other promotions to existing account holders from time to time. Certain promotional offers may consist of multiple free items. You understand that any promotional item may be provided by either Stamps.com itself or, in Stamps.com's sole discretion, its vendor(s). You further understand that you may receive, in lieu of any actual promotional item, a voucher that you can redeem to receive such promotional item. You also understand that you may need to take further action (for example, by responding to an email from Stamps.com) to redeem your promotional item, all as disclosed in the offer details. The promotional offer that you have received may not be combined with any other offer or promotion, and is not transferable and cannot be exchanged or redeemed for cash. Limit one (1) promotional offer per user regardless of the number of accounts that user or its affiliates open.

**FREE POSTAGE OFFERS:** Free postage offers may be granted and shall expire pursuant to the terms of the applicable offer (and applicable state or federal law). Except where prohibited by applicable law, all unused free postage (issued pursuant to a free postage offer) shall expire and be deemed forfeited upon cancellation of your Stamps.com account. Other than as set forth in any free postage offer you may receive, you are responsible for the cost of the postage itself.

### 5. ACCOUNT CANCELLATION/TERMINATION

You may terminate or close your account at any time. However, depending on the service plan you selected, certain restrictions or fees may apply, as detailed below. **To cancel, call Stamps.com customer support at 1-888-434-0055, Monday - Friday, 6 am - 6pm (PST).** Online cancellation options may also be available. You will be asked to verify your account information and confirm your intent to cancel your account.

- **Monthly Service Plan.** You are free to end your monthly service plan at any time. If you terminate your monthly service plan after the applicable trial period, if any, has expired, your account will be handled as follows at the discretion of Stamps.com: (i) either a pro-rated/partial refund of that month's service fee will apply and your account will be closed immediately; or (ii) your account will remain open and accessible until the end of that month's billing cycle, at which point the last monthly service fee (for the preceding month) will be charged and the account will be closed and no longer accessible.
- **Term Service Plan.** If you terminate your term service plan after the applicable trial period, if any, has expired but before the end of your term, you will be required to pay an early termination fee equal to your monthly billing fee multiplied by the number of months remaining on your term. (If you cancel mid-billing cycle, that month's billing fee will also be charged in full.)

- **Pre-Paid Plan.** If you terminate a pre-paid plan after the applicable trial period, if any, has expired, your account will be closed immediately and you will not receive any refund.

Except where prohibited by applicable law, unused free or other promotional postage reflected in your account is never refunded; such credits, if any, expire and are forfeited automatically upon termination of your account. Any monthly service fee credits (for trial periods) are likewise not redeemable or refundable. Non-promotional, non-pre-paid account balances in excess of \$1.00 (one dollar) will be refunded upon request. You may request a refund of your non-promotional postage balance when you call to close your account. If you have unpaid service fees or other outstanding charges, or a user initiated postage refund request is pending (see User Refunds for Unused on Misprinted Transactions; Destruction of Unused or Misprinted Transactions below for additional details), your refund, if approved, may be delayed or used to pay, in whole or in part, the outstanding balance.

## 6. TRIAL OFFER TERMS AND RESTRICTIONS

**No Risk Trials; the 4 Week Trial:** If the plan that you select includes a trial offer (for example, the "4 week Trial"), you may use our service without incurring a service fee charge during the time period specified in your trial, beginning from your registration date. If you cancel your account before the end of your trial period, you will be charged only for any actual shipping and mailing activity or other specific transactions; you will not be charged a service fee. **However, if you do not cancel your account before the end of your trial period, at the end of the trial period, you will be charged a service fee from the commencement of your service, including for the period of the trial offer. The trial period is not a free period if service is not cancelled before the end of the trial period.** So, for example, if you are a monthly service fee user who signs up for a four week trial offer and you do not cancel within the trial period, after the end of the trial period, you will be charged (a) a monthly service fee covering the first billing cycle including the trial period, and (b) then one month later you will be charged the next monthly service fee covering the preceding month, and you will continue to be charged a monthly service fee unless and until you cancel your account. Each fee will be charged at the end of the billing cycle – in other words, at the end of the month of service to which the fee applies.

**Free Trials:** If the plan you select does offer a "free trial", then you will not be charged a service fee for the period of the free trial offer; i.e., even if you fail to cancel following the trial period, you will not incur a service fee for the trial time period.

## 7. METHOD OF PAYMENT

Stamps.com currently accepts Visa, MasterCard, American Express, and Discover. Alternatively, you may set up an automated debit from your bank savings or checking account. Acceptable payment methods are subject to change at any time. You must include correct information (e.g., the address and phone number the credit card issuer has on file for you) when enrolling. Incorrect information may cause delays in establishing service. All information received from you, including credit card and/or bank account information, will be treated in accordance with Stamps.com's Privacy Policy. Please note that Stamps.com may receive updated information regarding your payment card account, debit card account or bank account from your financial institution and by accepting this Agreement you hereby consent to such updating. For example, Stamps.com may receive updated card expiration date or account number information. During account registration, Stamps.com may verify that your payment card is valid for the service fees associated with your service plan. Stamps.com reserves the right to charge you any unpaid fees or other delinquent obligations by your provided payment method including, but not limited to, your credit/debit card or direct debit from a checking account (ACH) if such checking account information has been provided to be debited via ACH by Stamps.com for any purpose. You hereby give Stamps.com permission for such payment method charges or debits to your checking account for any overdue fees or other delinquent payments owed.

**DEBIT NOTICE WAIVER:** If you elect to pay Stamps.com via a debit card, you hereby waive your rights under 12 C.F.R. 205.10(d) to receive ten days' advance notice of the amount and date of all varying electronic fund transfers, so long as the transfer falls inside the range of \$0.01 and the sum of any amounts you authorize for insurance transactions, mailing and shipping charges, hidden postage labels, reset fees or other non-recurring charges.

## 8. ACCOUNT FUNDING

You may add funds to your Stamps.com account up to the amount of your maximum permitted balance. The minimum purchase (to fund your account) and the maximum permitted Stamps.com account balance varies by service program. You may also have the option to set your Stamps.com account to pre-fund automatically when the balance is low.

With the exception of certain Stamps.com services, which may require you to maintain a minimum balance in your Stamps.com account for a specific duration following the transaction, you are allowed to print or create labels up to the current balance of pre-funding in your account, as long as all service fees have been paid. If any service fee payment cannot be completed successfully, your account will be

suspended until payment is made. You will be notified that your service has been temporarily suspended until all overdue balances have been paid.

If your account balance becomes negative, you authorize Stamps.com to automatically charge your payment method and/or seek reimbursement so that the account balance is no longer negative (to cover previously selected mailing and shipping transactions, short-paid transactions or other requested purchases with Stamps.com). If you utilize services requiring a minimum balance, and your account balance falls below that minimum, you authorize Stamps.com to automatically charge your payment method and/or seek payment to maintain that minimum balance. The minimum additional funding amount for insufficient or negative account balances is \$10, and you authorize these charges whether your Stamps.com account is active, suspended, or canceled.

## 9. BILLING DATE

**Recurring, Service Fee Billing:** Stamps.com's service fee and any other applicable fees due will be automatically charged to the account holder's credit card, debited from the account holder's debit card or collected via Direct Account Withdrawal from the account holder's bank account at the end of each billing cycle.

**Account Funding and Product Purchase Billing:** Purchases for your account balance and product purchases, as well as any fees related to such purchases, will be charged to the account holder's credit card, debited from the account holder's debit card or collected via Direct Account Withdrawal from the account holder's bank account at the time of purchase.

## 10. MAILING & SHIPPING ADJUSTMENT TRANSACTIONS

If you use a shipping service that is paid only when the label is used or if it is determined by Stamps.com or a carrier partner of Stamps.com that a mailing or shipping transaction did not contain sufficient funds (for example, not enough postage to cover a USPS shipment due to an underreporting of weight at time of print), Stamps.com may automatically deduct the amount for the unpaid or short-paid transaction from your account balance. You will be able to review these adjustments in your account history and reports. If one or more of these payments cannot be collected from your account due to a lack of available funds, your account billing method may be charged (with a minimum charge of \$10.00) until you fund your account to cover all outstanding payments and your account may be suspended. Stamps.com reserves the right to retain the services of a collection agency to recover the amount due for outstanding payments.

## 11. GLOBALPOST TRANSACTIONS AND RELATED SERVICES

**Third Party Partners:** Certain shipping transactions may be offered through our Stamps.com GlobalPost service and related services (hereafter, "GlobalPost"). If you ship eligible items to a destination through GlobalPost, you may first be required to ship the item through a third party parcel processing facility which will then route the item to the destination address. You acknowledge and understand that one or more third-party global shipping provider(s) may oversee the processing, customs clearance, and shipment of the item so long as it meets the terms and conditions of this program and any other applicable third party requirements. Eligible shipment items and quantities are generally governed by the origin and destination country's postal regulations, import and export laws, rules and requirements. Ineligible items that are shipped may be returned, seized or destroyed pursuant to such laws, rules and requirements. Please contact us for additional information about eligible items and quantities. You acknowledge and agree that GlobalPost and our third party partners have the absolute discretion to disable the GlobalPost service from your account.

**Bulk Inbound Shipping Services:** If you are using Bulk Inbound Shipping Services, such as GlobalPost SmartSaver or any other branded bulk inbound shipping services offered by Stamps.com, then you are responsible for printing and affixing the following two labels: (1) the designated shipping label to each parcel, which contains the parcel's final destination address; and (2) the third party carrier label addressed to the assigned processing facility for the receptacle containing the bundled parcels. You may be provided USPS labels for the receptacle(s) which must be used by the ship date printed on the label; otherwise, the receptacle label(s) will be automatically refunded and unusable. If you are not provided with USPS labels, you may be provided with an account number for a third party carrier. Such account number shall only be used to print shipping labels for the instructed service for your receptacle(s) shipped to the processing facility. In the event that labels are generated that are not used for the Bulk Inbound Shipping Services or the instructed service, Stamps.com will charge you for shipping costs and may assess an additional fee and/or disable the program on your account. Parcels that do not reach the instructed location including parcels that are sent to the incorrect location, may not be processed through the bulk inbound shipping services. Parcels that do not have the correct bulk inbound shipping label may not be processed.

**Pickup Services:** If you are using Pickup Services, such as GlobalPost SmartSaver Pickup, or any other branded pickup service offered by Stamps.com, then you are responsible for affixing the designated pickup label on each parcel and may be required to bundle the parcels into a receptacle. The receptacle and/or parcels must be picked up by our assigned carrier(s) at designated time(s)/date(s). In order for the parcel to be picked up successfully, you must follow the prescribed procedure for local pickup (below). Failure to follow the guidelines, may impact the deliverability of the parcels and cost of the services. Each parcel will be subject to the same restrictions and policies as GlobalPost, unless noted otherwise in these Terms.

**Procedures for Pickup Services:** Guidelines for pickup services may be found by [clicking here](https://goglobalpost.custhelp.com/app/answers/detail/a_id/4717) ([https://goglobalpost.custhelp.com/app/answers/detail/a\\_id/4717](https://goglobalpost.custhelp.com/app/answers/detail/a_id/4717)).

**Interchangeability of Services Used:** Stamps.com may substitute services in its sole discretion, but Stamps.com generally offers substitute services that are similar to the originally selected service. In the event that another service is used, commercially reasonable efforts will be made to maintain a similar service standard.

**Fees and Adjustments:** The fees for GlobalPost are included in the shipping rates provided to you and the rate charged will be based on the rates that are available for your account. For parcels where you provide incorrect shipping details about the parcel (such as weight, address, dimensions, service type or package type), GlobalPost reserves the right, at its sole discretion, to either (i) deliver the parcel(s) at an increased rate that will be automatically charged to you, (ii) return the parcel(s) to you with the cost of the return and processing of the return charged to you, or (iii) destroy the parcel(s). In the event that the assessed rate cannot be calculated using the GlobalPost rates (for example, in the event that the actual weight of the shipment exceeds the maximum weight supported by the program), you will be charged for the replacement service, which may include a domestic label, if applicable. For example, you might be automatically charged for a domestic Priority Mail Retail Package (rated based on transportation from your facility to the third-party shipping facility, and any balloon/oversized surcharges as required per USPS rates and requirements) plus the cost of a Priority Mail International Retail Package (rated based on transportation from the third-party shipping facility to your intended international recipient, plus any balloon/oversized surcharges as required per USPS rates and requirements). Note that in the event that Stamps.com does not supply a domestic label, domestic Priority Retail Package rates will not be included in any adjustments.

**Duties and Taxes:** Some GlobalPost services offer expedited customs clearance which require full payment of duties and taxes. GlobalPost provides various ways to pay duties and taxes, including and not limited to: (i) duties and taxes are deducted from your account balance; or (ii) duties and taxes are collected by GlobalPost from the recipient before their parcel leaves a GlobalPost processing facility. Improper classification of items in your parcel could result in adjustments to your account balance, an increase in the amount collected from the recipient, delay, disposal, or return. Note that due to international currency changes, the amounts may vary based on currency conversion at the time of your transaction. An additional administration fee related to the collection of duties and taxes may also apply. If your transaction requires the payment of duties and taxes by the recipient and your recipient refuses to pay for those amounts, you may be required to pay for the goods to be returned/destroyed or for other amounts imposed.

**Refunds:** No refunds shall be applicable for a GlobalPost shipment that has been provided to any carrier. In addition, no rate credits shall be applied in the event your shipment could have qualified for a less expensive rate but you did not select that rate.

**Undeliverable Parcels:** A parcel is considered undeliverable if (i) the recipient's address is incomplete, illegible, incorrect or cannot be located, (ii) delivery cannot be made because of the unavailability or refusal of an appropriate person to accept delivery or sign for delivery of the shipment on the initial delivery attempt or reattempts, (iii) the parcel is unable to clear customs, (iv) the recipient refused to pay for duties and taxes as required by that method of delivery, (v) the shipment of the parcel would likely cause damage or delay to other shipments or goods, or cause injury, (vi) the parcel contains restricted, illegal, or otherwise prohibited items, (vii) the parcel's contents or packaging are damaged to the extent that re-wrapping is not possible. If the parcel is undeliverable for any reason, we may attempt to notify you and to arrange for the return of the parcel, subject to any local regulatory restrictions. Additionally, we may, in our sole discretion, return the parcel to you or dispose of the parcel. You will be liable for any and all costs, charges and fees incurred in returning or disposing of an undeliverable parcel.

**Parcel Coverage:** In the event your parcel is lost and/or damaged prior to delivery, the GlobalPost service offers a limited Parcel Coverage program pursuant to the following terms. Note, Parcel Coverage through GlobalPost is not package insurance. Actual package insurance must be added as a separate transaction.

- Parcel Coverage may only be requested for parcels that receive one or more GlobalPost tracking events, beyond the initial acceptance event and are either never received by the recipient and/or are damaged.

- Parcel Coverage will be limited to the sum of the value of the contents as specified on the customs form at the time of shipment less any salvage value (the total amount not to exceed \$100 unless indicated otherwise) PLUS the amount the shipper paid for shipping fees for the respective GlobalPost service.
- Requests for Parcel Coverage must be filed between 30 and 90 days from the original ship date using the claim form available on our [website](#) and must be signed by you and the addressee, [click here \(https://goglobalpost.custhelp.com/app/answers/detail/a\\_id/4276/kw/parcel%20coverage\)](#) for additional information.
- In order for GlobalPost to consider a claim for damage, the contents, original shipping cartons, and all packaging material must be available to us for inspection. Your claim may be denied if the shipment cannot be made available to us or we find the shipment was not adequately prepared according to the GlobalPost Shipment Preparation Guidelines [which can be found by clicking here \(https://goglobalpost.custhelp.com/app/answers/detail/a\\_id/4363/\)](#).
- Coverage is not applicable to undeliverable and rejected parcels or parcels that contain restricted, illegal, or otherwise prohibited items.
- You should review the laws and regulations of the destination country to ensure that your parcels will not be rejected on the basis that it contains restricted, illegal or otherwise prohibited items. In the event that your parcel contains such items, the carrier or customs official reserves the right to dispose of your parcel without any compensation to you.

**Appointment of Agent:** Pursuant to a routed export transaction under the U.S. Export Administration Regulations and Foreign Trade Regulations, your recipient, as the Foreign Principal Party in Interest, will agree to assume responsibility for the export shipment, with Stamps.com's third party shipping partner(s) acting as your recipient's forwarding agent. You remain liable for the accuracy of information you provide about shipments, and you agree to provide timely responses to requests for additional information.

**Right of Inspection:** You agree that we, our shipping partners, or any governmental authority including customs and security may open and inspect your shipment at any time. You acknowledge and agree that GlobalPost, our shipping partners, or any governmental authority may, at its sole discretion, decide to dispose of a parcel in the event a determination is made that such destruction is required (for example, prohibited items are shipped through GlobalPost or there is suspected fraud associated with the transaction).

**Sharing of Information:** Notwithstanding anything in the Stamps.com Privacy Policy to the contrary, you consent to the disclosure of certain personally identifiable information, as well as shipping item information, by Stamps.com and its partners to any third party shipping partner utilized as part of the GlobalPost service, and, in addition to other third parties (such as customs and revenue authorities, as well as other government agencies), in connection with the processing, export and customs clearance, and international transportation of any shipment. Stamps.com cannot control the privacy policies of its third party partners their service providers and you hereby waive any claim related to the disclosure of personally identifiable or shipment information as part of GlobalPost.

**Transit Times** Some GlobalPost transactions may include a quoted transit time, which represents an estimate by Stamps.com for the respective service; actual transit times may vary. Weekend days, public holidays, bank holidays, delays caused by customs, delays attributable to compliance with mandatory local security requirements or other events beyond our control are not included when we quote door to door delivery times in our published literature. The route and the method by which we transport your shipment shall be at our sole discretion.

**Countries Served:** A list of countries approved to ship to under this agreement can be found by clicking [here \(https://goglobalpost.custhelp.com/app/answers/detail/a\\_id/4317\)](#). We reserve the right to add or remove countries from this list at any time.

**Additional GlobalPost Info:** Additional information about GlobalPost, including policies governing eligibility, service delivery times, weight and size restrictions, handling of lost, damaged, and undeliverable items, rates, shipment insurance, returns, and refunds can be found by [clicking here \(http://goglobalpost.com/\)](#).

## 12. USER REFUNDS FOR UNUSED OR MISPRINTED TRANSACTIONS; DESTRUCTION OF UNUSED OR MISPRINTED TRANSACTIONS

You may request a refund for mailing and shipping unused transactions, subject to the following rules and limitations, for any unused or misprinted items:

**Authorized User Request:** You acknowledge and agree that Stamps.com and/or its authorized partners, to the extent necessary by any carrier service, is appointed to act on your behalf to request and obtain refunds. In addition to Stamps.com's refund requirements set forth in this agreement, refund requests are further subject to the rules and requirements of Stamps.com's third party carrier services, including the USPS. Stamps.com makes no guarantee that a refund will be made.

**Unused or Misprinted Postage:** Unused and/or misprinted mailing and shipping labels or "postage" shall be defined as an envelope, label, plain paper, label stock containing carrier-compliant labels, or electronic image files, with full, intact indicium which is scan-able and unused. Postage handled and/or returned to sender shall not be considered valid unused and/or misprinted postage.

**Time Limit:** You must complete the refund request **within thirty (30) days of generating the mailing or shipping label.**

**Active Account Required:** Your account must be active and in good standing to request a refund **and** at the time the refund is to be credited to your account, in order for the refund to be processed and your account to be credited.

**Refund Process:** Learn how to submit your refund request by [clicking here](https://stamps.custhelp.com/app/answers/detail/a_id/24/~requesting-a-postage-refund) ([https://stamps.custhelp.com/app/answers/detail/a\\_id/24/~requesting-a-postage-refund](https://stamps.custhelp.com/app/answers/detail/a_id/24/~requesting-a-postage-refund)). You must follow all of the steps listed and provide all of the required information to initiate and complete your refund request, including the return or destruction, if required, of the printed or misprinted but unused mailing and shipping labels. Incomplete requests will not be processed.

**Refund Rejections:** You take the risk of the carrier partner improperly rejecting a refund request. Stamps.com will not refund the transaction unless the relevant carrier partner approves the refund.

**Reimbursement of Stamps.com Account:** If you manually initiate a refund request and such request is completed within thirty (30) days of purchasing/printing the label pursuant to Stamps.com requirements, your account is active and in good standing, and the relevant carrier approves the refund, Stamps.com will credit your account for the full value of the transaction to be refunded, as approved by the carrier. Refund processing times may vary. If you have an outstanding balance in any amount (including but not limited to for unpaid service fees or unpaid termination fees) you may not receive any reimbursement credit until your account is brought current. In addition, Stamps.com may, in its sole discretion, deduct such unpaid fees from any refund otherwise due.

**Automated Refund Requests:** If your account is eligible and approved for automated refund request processing, Stamps.com will identify labels that may be potentially eligible for refunds, submit refund requests on your behalf, and update your account balance once processed refunds are received. Stamps.com shall charge a fee for all processed automated refunds that may be deducted directly from the total refunded amount.

Potentially eligible labels will be limited to labels that include any form of shipping label tracking codes or other identifying characteristics that are scanned and generated by Stamps.com, subject to modification at any time at Stamps.com's sole discretion.

You hereby authorize Stamps.com as your agent in fact to submit refund requests on your behalf to carriers for any and all labels identified as being potentially eligible for refunds without further instruction from you and agree to cooperate in submitting the refund request and to take all steps necessary to perfect the refund request that may be reasonably requested of you. You hereby release Stamps.com from any responsibility, any liability, or any causes of action arising out of or related to improper refund requests submitted by Stamps.com on your behalf, including but not limited to refund eligible labels that were not identified or refund requests that were denied upon submission. It remains your sole responsibility to identify any labels that have not been automatically identified and submitted on your behalf by Stamps.com.

**Destruction of Unused or Misprinted Postage:** All transactions printed through Stamps.com with a designated mailing date, expire after that date (USPS transactions expire pursuant to the Code of Federal Regulations). USPS misprinted or unused labels must be destroyed or returned to the USPS, as provided in the Domestic Mail Manual (see Section 11), regardless of whether a refund is requested.

### 13. PAY-ON-USE SHIPPING LABELS:

Stamps.com's Pay-on-Use shipping label feature, hereafter referred to as "Pay-on-Use" is a program offered to qualified Stamps.com customers. This program enables such qualified Stamps.com customers to print service shipping labels (either outbound or returns) for which shipping charges are paid when the label is scanned by the carrier in the mail stream (known as Pay-on-Use), rather than at the time the label is printed (known as pre-paid).

**Payments:** Stamps.com will automatically debit the applicable account balance for shipping charges and any applicable transaction fees for any Pay-On-Use label that is scanned by the carrier in the mail stream. Because rates can vary over time, you hereby agree that the shipping charges debited from your account balance may be calculated based on the customer rate at the time the label is scanned by the carrier in the mail stream, not at the time the label is printed. In addition to shipping charges and other applicable account fees, Stamps.com reserves the right to charge additional fees for participation in the Pay-On-Use Program. You are responsible for paying for any Pay-On-Use label that is scanned before the applicable label's expiration date (expiration dates vary by carrier).

**Restrictions:** Pay-on-Use labels designated as return labels shall not be used as original outbound shipping labels. Pay-On-Use labels are not eligible for refunds. If you participate in the Pay-On-Use program, you may be required to maintain balance sufficient to cover the cost of the Pay-On-Use labels. Your access to the Pay-On-Use program may be disabled immediately if Stamps.com determines, in its sole discretion, that your account is delinquent or that you are misusing the Pay-On-Use program.

**Termination:** Even after your account is terminated (by you or Stamps.com), you must still pay for any Pay-On-Use labels that are scanned before the labels' expiration dates.

#### 14. POSTAL POSTAGE ACCOUNT REQUIREMENTS

By and as a result of accepting these Terms, you are also entering into an Agreement with the United States Postal Service (USPS) in accordance with the Domestic Mail Manual (DMM) 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems or "PES"). You accept responsibility for control and use of your account and the PES printed therefrom. You agree and certify that: (i) you will comply with all laws and regulations applicable to USPS services, including, without limitation, the provisions of the Domestic Mail Manual and the International Mail Manual, (ii) you do not owe any money to the USPS and you are not a controlling member or officer of an entity that owes money to the USPS, and (iii) you authorize Stamps.com to disclose your personal information to the USPS and such other information retained by Stamps.com that may enable the USPS to collect debts owed to it.

You acknowledge that you have read the Domestic Mail Manual 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.

Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this agreement.

You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

You further understand that the rules and regulations regarding the use of this PES as documented in the DMM may be updated from time to time by the USPS and it is your obligation to remain up to date on the rules and regulations and to comply with any current and future rules and regulations regarding its use.

You acknowledge, agree, and warrant that: (1) you bear full responsibility and liability for obtaining authorization to reproduce and otherwise use the image printed by a postage evidencing system as proposed (including, without limitation, any trademarks, slogans, likenesses or copyrighted material contained in the image); (2) you in fact have the legal authority to reproduce and otherwise use the image as proposed; and (3) you understand that images or other matter is not provided, approved, or endorsed in any way by the Postal Service

#### 15. LEGAL DISCLAIMERS

**SERVICES PROVIDED "AS IS;" NO REPRESENTATIONS OR WARRANTIES:**

THE STAMPS.COM WEBSITE, STAMPS.COM SERVICES, STAMPS.COM SOFTWARE, INCLUDING ANY VARIATIONS THEREOF, ANY SITE LINKS AND ALL OTHER DOCUMENTATION ARE PROVIDED "AS IS".

STAMPS.COM MAKES NO PROMISES, WARRANTIES, OR REPRESENTATIONS OF ANY KIND, AND STAMPS.COM SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

STAMPS.COM MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF THE STAMPS.COM WEBSITE, PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT STAMPS.COM PRODUCTS AND SERVICES WILL BE AVAILABLE FOR PURCHASE FROM THE STAMPS.COM WEBSITE.

**LIMITATION ON DAMAGES:** WITHOUT LIMITING THE FOREGOING, STAMPS.COM ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY OF THE FOLLOWING: (A) ERRORS OR OMISSIONS IN THE CONTENT DELIVERED BY STAMPS.COM (THROUGH ANY MEDIUM); (B) RECOMMENDATIONS OR ADVICE PROVIDED BY CUSTOMER SERVICE; (C) ANY FAILURE OR INTERRUPTION IN THE AVAILABILITY OF THE STAMPS.COM SERVICE AND/OR WEBSITE OR USER INTERFACES, (D) DELIVERY AND OR DISPLAY OF ANY CONTENT OR SERVICES BY STAMPS.COM (THROUGH ANY MEDIUM); (E) ANY LOSSES OR DAMAGES ARISING FROM THE USE OR VIEWING OF THE CONTENT, SOFTWARE OR SERVICES PROVIDED BY STAMPS.COM, INCLUDING BUT NOT LIMITED TO ANY LOSSES OR DAMAGES ARISING FROM DOWNLOADING OF SOFTWARE, DOWNLOADING AND/OR USE OF ANY OTHER SOFTWARE, OR ANY CONDUCT BY USERS OF THE STAMPS.COM SERVICE, WEBSITE OR USER INTERFACES.

IN NO EVENT SHALL STAMPS.COM, OR ANY OF ITS AFFILIATES, SERVICE PROVIDERS, OR ANY LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, WHETHER OR NOT STAMPS.COM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, REGARDLESS OF ANY THEORY OF LIABILITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH USE OR PERFORMANCE OF STAMPS.COM'S SERVICES, OUR WEBSITE AND USER INTERFACES, AND ALL CONTENTS AND SOFTWARE ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE STAMPS.COM SERVICE, INCLUDING ANY STAMPS.COM STORE PURCHASES OR PROMOTIONAL ITEMS ASSOCIATED THEREWITH. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES FOR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE STAMPS.COM SERVICE, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE MONTH'S FEE ON YOUR SERVICE PLAN. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS ITS ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION OR OTHER SECTIONS OF THESE TERMS OF USE, INCLUDING ANY PORTION OF THE PRIVACY POLICY OR ANY APPLICABLE EULA YOU ARE REQUIRED TO AGREE TO IN ORDER TO DOWNLOAD SOFTWARE, TO BE UNENFORCEABLE, THEN THOSE PORTIONS DEEMED UNENFORCEABLE SHALL BE SEVERED AND THE TERMS OF USE SHALL BE ENFORCED ABSENT THOSE PROVISIONS AND ANY LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

## 16. DISPUTE RESOLUTION; AGREEMENT TO ARBITRATE; AND CLASS WAIVER

**Agreement to Arbitrate; Class Waiver:** You and Stamps.com agree that, except as provided below regarding small claims court proceedings, any dispute, claim or controversy arising out of or relating in any way to the Stamps.com services, including, without limitation, our PC Postage services, our website, your account(s), our Stamps.com online store, promotional offers, user interfaces, our [Privacy Policy \(http://www.stamps.com/privacy-policy/\)](http://www.stamps.com/privacy-policy/) or our privacy practices generally, these Stamps.com Terms, and this Agreement to Arbitrate, shall be determined by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. YOU AGREE THAT, BY AGREEING TO THESE TERMS, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND STAMPS.COM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This arbitration provision shall survive termination of these Terms and the termination of your Stamps.com account(s).

**Pre-filing Mediation.** In the event of a dispute, prior to initiating arbitration, the party asserting the claim must first send to the other, by certified mail with return receipt requested (or any successor service), a written Notice of claim ("Notice"). If you are the claimant, the Notice to Stamps.com must be addressed to: Legal Department - Dispute Resolution, Stamps.com Inc., 1990 E Grand Ave., El Segundo, CA 90245. If Stamps.com is the claimant, the Notice must be addressed to the address used for your membership account. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. Following receipt of the Notice, each party agrees to negotiate with the other in good faith about the claim. If the claim is not resolved to the satisfaction of the claimant within sixty (60) days after Notice is provided, the claimant may pursue the claim in arbitration or file a claim in small claims court.

### ADDITIONAL ARBITRATION PROVISIONS:

**Settlement Offers:** During the arbitration, the amount of any settlement offer made by Stamps.com or you shall not be disclosed to the arbitrator.

**Initiating A Claim:** The form required to initiate an arbitration can be printed or downloaded from [www.adr.org](http://www.adr.org) (<http://www.adr.org>). Alternatively, you can contact the arbitration administrator by calling 800-778-7879.

**Fees for Initiating Arbitration:** If you are required to pay a filing fee to initiate arbitration, after Stamps.com receives notice of the initiation of arbitration, it will promptly reimburse you for your payment of the filing fee at the address we have for you on file (or the address provided in the Notice), unless your claim is for greater than US \$10,000.

**Applicable Rules; Administrator:** The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879. The arbitrator is bound by the requirements of this section of the Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Agreement to Arbitrate.

**Location of Hearing:** Unless Stamps.com and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a written decision sufficient to explain the essential findings and conclusions on which the award is based.

**Award Enhancement:** If the arbitrator issues you an award that is greater than the value of Stamps.com's last written settlement offer made before an arbitrator was selected (or if Stamps.com did not make a settlement offer before an arbitrator was selected), then Stamps.com will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

**Class Waiver:** YOU AND STAMPS.COM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Stamps.com agree otherwise, the arbitrator may not consolidate the claims of more than one party, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable as applied to any claim asserted by you, the remainder of the arbitration provision set forth in this Section 16 shall still be applicable.

**Injunctive Relief Limitation:** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

**Small Claims Procedure Alternative:** Notwithstanding the foregoing binding arbitration procedure, either party may bring an individual action in small claims court (provided the claim otherwise qualifies for such program) as an alternative to proceeding with arbitration.

## 17. MODIFICATION OF TERMS

Stamps.com may modify these Terms at any time with 30 days advance notice (except in the event changes are required by applicable law to go into effect immediately) or upon direct acceptance by the user of the modified Terms. The 30 day advance notice period will commence when the revised Terms are uploaded to Stamps.com's website and made accessible to the Stamps.com users. You acknowledge that Stamps.com may change these Terms at any time and from time to time pursuant to this provision and that posting the updated Terms on the Stamps.com website shall constitute adequate and sufficient notice, and you further agree to check for updates from time to time. The date the Terms were last updated will be noted at the top of the Terms. Any change shall only apply prospectively. Past transactions and interactions shall continue to be governed by the Terms in effect when such transaction or interaction occurred.

Your continued use of the Stamps.com website and/or service (including your account) following the effective date of an update to the Terms constitutes your affirmation that you have read, understand and accept the revised Terms.

## 18. MISCELLANEOUS:

The following miscellaneous terms are fully applicable and important. Please read them with the same degree of care you read the preceding provisions.

**ACCOUNT ACCESS:** All transactions originating from your account are your responsibility.

**ACCOUNT DELINQUENCY:** If you fail to pay your monthly service fee for three months or longer or you maintain a negative account balance, Stamps.com may elect, in its sole and absolute discretion, to terminate your account. In this event, in addition to all other fees due and owing, Stamps.com shall charge a \$25.00 processing fee.

**AUTHORITY:** By completing the registration process, you agree to pay all fees incurred on your account in accordance with the terms of the service plan selected by you. If you change service plans or your account is automatically converted pursuant to Section 5, you agree to be bound by the payment terms of the new plan. If a Stamps.com account is established for a business or other entity, the person establishing the account represents that he or she has all necessary authority to establish an account with Stamps.com on behalf of the business or other entity.

**COLLECTION:** Each party agrees that if timely payment by the other of any amounts due is not made, the aggrieved party may pursue the claim directly or assign such claim for collection, and the collection agency may pursue the collection of the past due amounts and any interest or cost of collection permitted by law.

**CREDIT VERIFICATION:** Stamps.com reserves the right to verify the credit of all persons or companies applying for services.

**STAMPS.COM INSURANCE:** All rules, terms and policies related to "Stamps.com Insurance" shall be governed by the Insurance Terms and Conditions found on the Stamps.com website.

**LOCATION, USER AND SIZE LIMITATIONS:** Stamps.com issues small business/personal accounts and corporate accounts, and reserves the right to create and issue additional categories of accounts. Users who wish to use their account at more than one location (as defined by the single 9-digit zip code issued by the U.S. Postal Service), or who have more than 100 employees, or who wish to have multiple persons utilize a single Stamps.com issued account identifiers, or who meet any of the other criteria for establishing a corporate account which may be promulgated and posted on the Stamps.com website from time to time, are not eligible for small business/personal accounts. Such users must sign up for a corporate account. If you qualify for a corporate account, please contact Corporate Sales at (877) 395-4917. If you nevertheless sign up for a small business/personal account, or your company outgrows the limitations set forth in this section, a Stamps.com representative may attempt to contact you to reach agreement on an appropriate Corporate Account. Please visit the Stamps.com Corporate Accounts site by [clicking here \(http://www.stamps.com/enterprise/\)](http://www.stamps.com/enterprise/) for more information on services available to you. Stamps.com may audit your use of the Stamps.com service governed by these Terms to ensure that you are in compliance with the Location, User and Size Limitations set forth herein. If Stamps.com determines, in its sole and absolute discretion, that you have violated the foregoing limitations, Stamps.com reserves the right to immediately suspend or terminate your service/account (without notice) and to collect from you the amount that you would have been required to pay under a Stamps.com Corporate Account. If multiple Stamps.com Corporate Account programs are potentially applicable to your situation and usage details, Stamps.com shall have sole and absolute discretion to select the program to use in calculating the amount due.

**NO SUBLICENSE OR THIRD PARTY USE:** You may use your Stamps.com account for transactions for your own direct use. Stamps.com does not grant the right to sublicense, resell, offer, or utilize any Stamps.com products or services such that Stamps.com products or services are stored, loaded, installed, combined, integrated or displayed as part of a product or software offering (including as part of an application programming interface) of yours to other third party products and services. Stamps.com does not allow you to sublicense, resell, offer, or utilize Stamps.com products or services to third parties (including customers of yours). If Stamps.com determines, in its sole and absolute discretion, that you have violated the foregoing limitations, Stamps.com reserves the right to immediately suspend or terminate your service/account (without notice).

**ORDER ACCEPTANCE/REJECTION:** Stamps.com reserves the right at any time after receipt of an order for products or services to accept or decline the order for any reason.

**RELOCATION:** You agree to provide updated address information to Stamps.com in the event of relocation.

**RISK OF LOSS:** The risk of loss and title for non-postage products purchased from Stamps.com passes to you upon our delivery of the purchase to our common carrier for delivery to you.

**SALES AND USE TAX:** No sales tax is charged on the purchase of postage. If required by applicable law, sales/use/other taxes may be charged/collected on non-postage purchases. You are responsible for the payment of all sales, use, or other taxes owed on products or taxable items utilized regardless of whether such taxes are collected by Stamps.com at the time of purchase.

**SERVICE CHANGES:** Stamps.com reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, any functions and features of its services, in its sole discretion, with or without notice, all without liability to you, except where prohibited by law.

**SOFTWARE DOWNLOAD:** You are not required at this time to download and/or install software (or software plug-ins) in order to use Stamps.com's services. However, downloading software may make certain additional Stamps.com services or features available to you. If you download software from the Stamps.com website, you may be asked to accept an end user license agreement as a condition to downloading the software. Use of the software is subject to the EULA and the terms set forth therein. In the event of a conflict between the EULA and these Terms, these Terms shall apply.

**SOFTWARE USAGE:** Subject to compliance with this Agreement and the EULA, Stamps.com software (download and/or web access) is provided for no additional consideration on a, non-transferable, limited, revocable, royalty-free basis.

**WEBSITE MISTAKES:** Although we make reasonable efforts to provide accurate pricing information and product descriptions, pricing mistakes, typographical errors or mistakes regarding product availability may occur. We reserve the right to correct such mistakes and errors.

**VIOLATIONS OF LAW:** Stamps.com services may not be used in violation of any law or in any way that interferes unreasonably with others' use of the services.

Products	+
Support	+
Company Stuff	+
Developers	+
Follow Us	+



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