

Customer Digital Mailbox Terms and Conditions

Last Revision: June 2026

THESE CUSTOMER DIGITAL MAILBOX TERMS AND CONDITIONS (THIS "**AGREEMENT**") ARE A BINDING AGREEMENT THAT IS BEING ENTERED INTO BY THE CUSTOMER IDENTIFIED IN THE ACCOUNT INFORMATION PROCESS ("**CUSTOMER**"), ON THE ONE HAND, AND BUGO, LLC, A NEVADA LIMITED LIABILITY COMPANY DOING BUSINESS AS ANYTIME MAILBOX ("**ATMB**") AND THE PARTICIPATING THE UPS STORE® FRANCHISED LOCATION INDICATED IN THE AGREEMENT REVIEW AND ACCEPTANCE PROCESS ("**CENTER**"), ON THE OTHER HAND.

BY CHECKING THE BOX MARKED "I ACCEPT" AND CLICKING TO CONTINUE, CREATING AN ACCOUNT, ENROLLING IN, ACCESSING, OR USING ANY PLATFORM SERVICES OR CENTER SERVICES (AS DEFINED BELOW), CUSTOMER AGREES TO BE PERSONALLY BOUND BY THIS AGREEMENT; PROVIDED, THAT IF CUSTOMER IS ACCEPTING THIS AGREEMENT ON BEHALF OF SOMEONE ELSE, WHETHER A COMPANY, ORGANIZATION, OR OTHER THIRD PARTY (SUCH AS, BY WAY OF EXAMPLE ONLY, AN EMPLOYER, A CUSTOMER, A CLIENT, OR ANY OTHER PERSON OR ENTITY), CUSTOMER HEREBY CONFIRMS THAT CUSTOMER IS AUTHORIZED TO ACT ON BEHALF OF AND AGREE TO THIS AGREEMENT FOR AND ON BEHALF OF THAT THIRD PARTY AND TO BIND THAT THIRD PARTY TO THIS AGREEMENT.

AUTHORITY. Customer represents and warrants that Customer is at least eighteen (18) years old and has the full legal power and authority to enter into this Agreement. If Customer is accepting this Agreement on behalf of a company, organization, or other person or entity, Customer further represents and warrants that Customer has the authority to bind that person or entity to this Agreement.

IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, OR IF CUSTOMER DOES NOT HAVE THE AUTHORITY TO ACCEPT IT, CUSTOMER MUST NOT CHECK "I AGREE," MUST NOT CREATE AN ACCOUNT, AND MUST NOT ACCESS OR USE ANY PLATFORM SERVICES OR CENTER SERVICES. NEITHER ATMB NOR CENTER IS WILLING TO PERMIT USE OF THE RESPECTIVE SERVICES BY ANY PERSON WHO IS UNWILLING OR UNABLE TO AGREE TO ALL OF THESE TERMS; ANY PROSPECTIVE CUSTOMER WHO CANNOT OR WILL NOT AGREE TO ALL OF THESE TERMS MUST EXIT OUT OF THE AGREEMENT REVIEW AND ACCEPTANCE PROCESS IMMEDIATELY, AND THEREAFTER MAY NOT CONTINUE WITH ANY USE OF ATMB SERVICES COVERED BY THIS AGREEMENT.

Customer agrees that Customer will not use Center premises, the Platform, or any Services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of a Mailbox or Digital Mailbox shall conform with this Agreement and all applicable federal, state, and local laws.

1. **Agreement; Platform Services and Center Services.** This Agreement governs Customer's access to and use of ATMB's websites, software platforms, and mobile applications (collectively, the "**Platform**"), and all related services provided by the Platform or by ATMB through the Platform ("**Platform Services**"), as well as the mail receiving, handling, scanning, storage, forwarding, shredding, and related services provided by the Center ("**Center Services**"). Collectively, the Platform Services and Center Services are the "**Services**."
 - a. **Platform Services.** The Platform Services enable Customer to receive, view, and manage information about physical mail and packages associated with Customer's account, to submit requests for certain actions to be performed with respect to such physical mail or packages (each, an "**Action Item**"), and to manage Customer's digital mailbox account (the "**Digital Mailbox**") through the Platform.

- b. **Center Services.** In connection with the Center Services, Customer designates the Center to act as Customer's commercial mail receiving agency (or "**CMRA**") and to operate a physical mailbox or receptacle for Customer at the Center's premises (the "**Mailbox**"), subject to applicable United States Postal Service ("**USPS**") requirements.
 - c. **Roles.** Customer uses the Platform to access the Digital Mailbox, review mail and package information, and submit Action Item requests. The Center uses the Platform to receive and process Customer's Action Item requests and to help administer the Center Services in connection with Customer's Mailbox. ATMB provides Platform Services, and the Center provides Center Services. Center Services are performed by the Center that was selected by Customer, subject to applicable law, USPS requirements, the Center's operational policies, and this Agreement.
- 2. **USPS Requirements; Form 1583.** Each individual or entity associated with Customer's account, Mailbox, or Digital Mailbox must complete USPS Form 1583 and any identity verification or authorization steps required by applicable law, USPS requirements, ATMB, or the Center in order to be authorized to receive physical mail or packages through the Mailbox and have the Center or ATMB perform related Services under this Agreement.
 - a. Customer acknowledges that the Center's authority to receive physical mail and packages on Customer's behalf is governed by applicable USPS rules and the approved Form 1583 and related documentation on file. Customer further acknowledges and agrees that the Center may rely on the accuracy and completeness of the information and documentation provided by or on behalf of Customer in connection with Form 1583, identity verification, and Mailbox authorization requirements.
 - b. If Customer fails to complete, maintain, update, or renew any required Form 1583, identity verification, authorization, or related documentation, or if any such information becomes inaccurate, incomplete, expired, suspended, revoked, or no longer compliant with applicable requirements, then (except as required by applicable law) ATMB and/or the Center may limit, suspend, or terminate Customer's access to the Platform Services, Center Services, or both, without liability.
- 3. **Customer Eligibility; Account Information.** The Services are available only to: (a) individuals who are at least eighteen (18) years of age and reside in the United States; and (b) entities that are duly organized or registered to do business in the United States. Customer represents and warrants that Customer satisfies the foregoing requirements and that any information and documentation submitted by or on behalf of Customer in connection with the Services, including identity verification documents, is accurate, complete, current, and complete. Customer will promptly update such information or documentation if it changes. If Customer provides personal information or other information relating to any other individual in connection with the Services, Customer represents and warrants that Customer has all rights, notices, consents, and other authority necessary to provide that information and to authorize its collection, use, disclosure, and processing as contemplated by this Agreement, the Services, and the applicable Privacy Notices (as defined below).
- 4. **Customer Obligations Regarding Mail.** Customer is solely responsible for ensuring that Customer's use of the Mailbox, Digital Mailbox, Platform Services, and Center Services complies with this

Agreement and all applicable federal, state, and local laws, regulations, and USPS and other carrier requirements.

- a. **Action Items; Authorization.** By submitting an Action Item request through the Platform, Customer authorizes and directs the Center to perform the requested Action Item in accordance with Customer's instructions, applicable law, USPS requirements, and this Agreement. Customer further authorizes ATMB to transmit Customer's Action Item requests and related information to the Center for fulfillment and to bill Customer for any applicable fees and charges. Customer is solely responsible for the accuracy and completeness of all Action Item instruction, including forwarding addresses, recipient information, contents declarations, and other information submitted in connection with an Action Item. The Center may rely on Action Item requests submitted through Customer's account as authorized by Customer.
- b. **Mailing Address Requirements.** Customer must use the exact mailing address format authorized for the Mailbox, as reflected in the approved Form 1583 and related account records, without unauthorized modification. Customer acknowledges that physical mail or packages that are improperly addressed may be delayed, rejected, returned, or not processed. If Customer fails to timely complete or maintain required documentation, if required information becomes inaccurate or incomplete, or if the Center's CMRA authorization relating to Customer is suspended, withdrawn, or otherwise unavailable, ATMB and/or the Center may limit, suspend, or terminate Customer's access to mailbox-related Center Services and related Platform functionality.
- c. **Limited Use of Center Address.** Customer acknowledges that the Center address is provided solely for purposes of receiving physical mail and packages in connection with the Mailbox, Digital Mailbox, and Center Services. Except to the extent expressly permitted by applicable law solely as relates to use of the Mailbox as a mailing address, Customer will not use or represent the Center address as Customer's residence, domicile, physical address, physical business location, registered office, principal office, or principal place of business, or for any other purpose inconsistent with the limited mail-receipt services contemplated by this Agreement. Customer is solely responsible for ensuring that Customer's use of the Center address complies with all applicable laws, regulations, filing requirements, and agency rules.
- d. **Customer Responsibility for Mail Contents and Sensitive Information.** Customer acknowledges that physical mail and packages sent to Customer may contain information subject to special legal protections or handling requirements, including health, financial, payment card, tax, government-issued identifier, and other sensitive personal information. **The Platform Services and Center Services are not designed or intended to store, process, or transmit images of or information contained in mail or packages consisting of or containing regulated or highly sensitive information under specialized legal regimes, including, without limitation, protected health information subject to HIPAA, nonpublic information subject to the Gramm-Leach-Bliley Act, payment card information or other financial or sensitive personal information subject to applicable privacy laws (excluding, for the avoidance of doubt, any such payment card or other financial information that may be provided by Customer for purposes of making payment to ATMB in accordance with this**

Agreement). Without limiting the foregoing, no representation is made by the Center or ATMB that the Services are HIPAA-compliant, and neither ATMB, the Center, nor TUPSS is acting or will be deemed to be acting as a business associate under HIPAA. Customer is solely responsible for determining whether Customer's use of the Services, including any request to open, scan, forward, store, shred, or otherwise handle physical mail or packages, is permitted under applicable law and Customer's own contractual or legal obligations. Customer further acknowledges that ATMB and the Center do not control and are not responsible for the contents of physical mail or packages sent to Customer. **Customer assumes all risk associated with instructing the Center to open, scan, forward, store, shred, or otherwise handle physical mail or packages on Customer's behalf.**

- e. **Misdelivered Mail.** If Customer receives access through the Platform to any mail, package information, image, or other content that does not belong to Customer, Customer will not request any Action Item with respect to that item and will promptly notify ATMB using the contact information provided through the Platform or otherwise designated by ATMB. Customer will not review, use, copy, print, disclose, distribute, or otherwise make use of any such misdelivered item or related information, and acknowledges that doing so may expose Customer to criminal and/or civil liability, including responsibility for monetary damages. Customer understands and agrees that neither ATMB nor Center warrants that all scanned mail or mail-related content will be timely or accurately delivered, or that mail or mail-related content will never be mistakenly assigned or delivered to another account, and Customer acknowledges that under no circumstances will either ATMB or Center be liable to the intended recipient, or to any incorrect recipient. ATMB will, promptly after being made aware of any incorrectly delivered mail or mail-related content, exercise commercially reasonable efforts to notify both the intended recipient and the unintended recipient, and to remove incorrectly delivered mail from the applicable Digital Mailbox.

5. Access and Use Restrictions; Suspension; Refusal Rights.

- a. **Account Access and Security.** Customer is responsible for all access to and authorized use of the Platform Services under Customer's account, including by any person to whom Customer provides access credentials or otherwise authorizes to access the Platform Services on Customer's behalf. Customer will maintain the confidentiality of its usernames, passwords, and other account credentials and will use industry-standard measures to prevent unauthorized access to or use of the Platform Services through Customer's account. Customer will promptly notify ATMB if Customer knows or reasonably suspects any unauthorized access to, use of, or disclosure of Customer's account credentials or any other security incident affecting Customer's account, and Customer will cooperate with ATMB in connection with any related investigation or mitigation efforts.
- b. **Limited Right to Use Services During Subscription Term.** Subject to Customer's compliance with this Agreement and payment of applicable fees, ATMB will provide the Platform Services during the Subscription Term (defined below), and the Center will provide the Center Services during the Subscription Term. During the Subscription Term, Customer may access and use the Platform Services solely for Customer's internal use in connection with Customer's Digital

Mailbox and related Center Services.

- c. **Prohibited and Restricted Uses.** Customer will not use, and will not permit any third party to use, the Platform Services, Center Services, Mailbox, or Center address for any unlawful, fraudulent, deceptive, abusive, harmful, or prohibited purpose, including any use that violates USPS requirements, other carrier requirements, or applicable law. Without limiting the foregoing, Customer will not:
 - i. send, receive, store, forward, or cause to be delivered to the Mailbox any prohibited, unlawful, hazardous, perishable, regulated, or restricted materials, except to the extent expressly permitted by applicable law and expressly accepted by the Center;
 - ii. use the Services in connection with fraud, identity theft, harassment, threats, obscenity, hate, violence, or other unlawful or objectionable conduct;
 - iii. use the Center address or Mailbox in violation of Section 4(c) or applicable law, or otherwise in a manner inconsistent with the limited mail-receipt services contemplated by this Agreement;
 - iv. submit false, misleading, or incomplete forwarding instructions, contents declarations, export documentation, recipient information, or other information in connection with the Services or any Action Item; or
 - v. interfere with, disrupt, or attempt to gain unauthorized access to the Platform Services or any account, system, or data related to the Platform Services.
- d. **Customer Responsibility for Mail and Instructions.** Customer is solely responsible for: (i) all contents declarations and compliance with applicable export, import, shipping, mailing, and customs laws and requirements; (ii) ensuring that Customer has all necessary rights and authority to request and direct the opening, scanning and uploading to the Platform, forwarding, storage, shredding, destruction, or other handling of physical mail or packages; and (iii) the accuracy and completeness of all instructions and information submitted through Customer's account, including forwarding addresses, recipient information, and handling instructions. Customer bears the risk of instructions submitted through Customer's account.
- e. **Center Refusal Rights.** The Center may, in its discretion and without liability except as required by applicable law, refuse to accept, process, store, scan, forward, release, or otherwise handle any physical mail, package, or Action Item request that: (i) is prohibited by law, USPS requirements, or other carrier requirements; (ii) involves hazardous, perishable, restricted, suspicious, or unlawful materials; (iii) requires special handling not offered by the Center; (iv) is sent cash-on-delivery or with unpaid charges; (v) is improperly addressed; (vi) exceeds applicable storage, volume, size, weight, or service-tier limits; or (vii) otherwise creates safety, operational, storage, security, or compliance concerns for the Center, ATMB, The UPS Store, Inc. ("TUPSS"), which is the Center's franchisor, or any third party.
- f. **Suspension and Termination Rights.** ATMB and/or the Center may limit, suspend, or terminate Customer's access to the Platform Services, Center Services, or both, or decline to perform any Action Item or other Center Service, if: (i) Customer violates this Agreement or applicable law; (ii) the Center or ATMB has a reasonable belief that Customer's use of the Services is unlawful, fraudulent, misleading, or inconsistent with USPS requirements or other carrier requirements; (iii) Customer fails to pay any amounts when due; (iv) ATMB or the

Center reasonably suspects unauthorized, abusive, or harmful activity; or (v) suspension, refusal, or termination is otherwise permitted under this Agreement.

- g. **No Carrier Responsibility; Mail and Package Risk Allocation.** Customer acknowledges that the Center is not a postal or commercial carrier and is not responsible for acts or omissions of USPS or third-party carriers. Except to the extent caused by the Center's gross negligence or willful misconduct, the Center is not responsible for loss of, damage to, delay involving, or misdelivery of physical mail or packages, including losses occurring before receipt by the Center or after handoff by the Center to USPS or another carrier.
- h. **Junk Mail Filtering.** For purposes of this Agreement, "**Junk Mail**" means physical mail that the Center reasonably determines is unsolicited or bulk mail not specifically addressed to the named Customer or authorized Digital Mailbox user (e.g., addressed to "Resident" or similar generic address). **Customer hereby expressly authorizes the Center to sort out or filter, and recycle, discard or otherwise dispose of such Junk Mail addressed to Customer immediately upon or promptly following receipt by Center.** In connection with the foregoing, Customer further acknowledges that: (i) Junk Mail will be disposed of via the Center's standard recycling or trash protocols and will not be shredded unless Customer has specifically requested and paid for shredding of all Junk Mail or for shredding as an Action Item with respect to a particular item of Junk Mail; and (ii) neither the Center nor ATMB will have any liability for the disposal of any item of physical mail reasonably identified as Junk Mail, nor for the failure to scan or notify Customer of the receipt of any such items. **Customer irrevocably authorizes and grants to the Center the authority in its sole discretion to make the foregoing determinations with respect to Junk Mail and to dispose of Junk Mail (including, for the avoidance of doubt, any and all physical mail of Customer or addressed to Customer that may be identified by the Center or by ATMB Junk Mail) as a matter of operational efficiency.**

6. Privacy.

- a. **Platform Privacy.** ATMB's privacy policy, available (including as hereafter amended) at <https://www.anytimemailbox.com/privacy>, describes how ATMB collects, uses, discloses, and safeguards personal information in connection with the Platform Services. Customer acknowledges that personal information and Customer Data (defined below) submitted through or in connection with the Platform, including information provided for account creation, Form 1583 completion or submission, identity verification, billing, mail and package handling, and Action Items, may be collected, processed, stored, transmitted, and disclosed by ATMB as described in its privacy policy and as reasonably necessary to provide, operate, secure, support, and improve the Platform Services. ATMB may share Customer's personal information and other Customer Data with its service providers and the Center, in each case as necessary to provide the Platform Services and as described in the ATMB privacy policy.
- b. **Center Privacy; USPS and Operational Disclosures.** The Center's collection, use, and disclosure of personal information are described in the applicable Center privacy notice (available at <https://locations.theupsstore.com/privacy-notice> or successor URL). Customer acknowledges that the Center operates as a CMRA subject to applicable USPS requirements and other legal obligations relating to mail receipt and handling. In connection with the Center

Services, Customer Data and other personal information, including Form 1583 information, identity verification documentation, mail and package information, forwarding information, and related records, may be collected, used, retained, disclosed, and made available by the Center to USPS, postal inspectors, local postmasters, carriers, regulators, law enforcement, service providers, ATMB, TUPSS, and other third parties as reasonably necessary to provide the Center Services, comply with applicable law and USPS requirements, protect rights and property, and enforce this Agreement, in each case as further described in the applicable Privacy Notice(s). ATMB's privacy policy and the applicable Center privacy notice are collectively referred to in this Agreement as the "**Privacy Notices**" and are individually each referred to herein as a "**Privacy Notice**."

- c. **No Guarantee of Absolute Privacy or Security.** Customer acknowledges that the Platform Services and Center Services involve the electronic transmission, storage, display, and processing of information and the physical receipt, handling, scanning, storage, forwarding, and release of mail and packages, and that no system, network, transmission method, or physical handling process can be made completely secure. Accordingly, while ATMB and the Center implement safeguards and operational measures they consider appropriate for their respective Services, neither ATMB nor the Center guarantees absolute privacy, confidentiality, or security of Customer Data, physical mail or package information, scanned images, account information, identity verification materials, or other information handled in connection with the Services. Without limiting the foregoing, Customer acknowledges that information submitted to or maintained for USPS or other regulatory compliance purposes may be disclosed or accessed as required by applicable law or governmental process, and confidentiality cannot be guaranteed once such information is provided to those third parties.
- d. **Customer Responsibility for Sensitive Information.** Customer is solely responsible for determining whether Customer's use of the Services is appropriate for any mail, package, document, or information that is confidential, proprietary, privileged, regulated, or otherwise sensitive, and for deciding whether to request that any such item be opened, scanned, stored, forwarded, shredded, or otherwise handled through the Services. Except as expressly set forth in this Agreement or required by applicable law, neither ATMB nor the Center undertakes any special duty of confidentiality, security, preservation, chain of custody, or regulatory compliance with respect to any particular item or category of information.
- e. **Disclosures.** Customer's personal information and other Customer Data may be disclosed by ATMB, the Center, its franchisor, and their respective service providers, and affiliates,, as applicable: (i) as described in the Privacy Notices; (ii) as reasonably necessary to provide the Platform Services and Center Services; (iii) to verify identity, process payments, fulfill Action Items, and support account administration; and (iv) to law enforcement, governmental authorities, regulators, carriers, or other third parties where required by law, legal process, governmental request, this Agreement, or applicable operational or compliance requirements.

7. Fees and Billing.

- a. **Fees; Fee Schedule.** Customer agrees to pay all fees, charges, and other amounts associated

with Customer's use of the Platform Services and Center Services, as presented to Customer in the fee schedule provided to Customer as part of the process of accepting this Agreement and registering for the Services (the "**Fee Schedule**"), or as otherwise provided through the Platform from time to time (such as, by way of example only, in connection with a requested Action Item not included on the Fee Schedule). Such fees and charges may include: (i) one-time setup or enrollment fees; (ii) recurring subscription fees for Platform Services; (iii) fees for Center Services, including Action Item fees for Services such as scanning, forwarding, handling, storage, pickup, shredding, or similar services; (iv) pass-through charges, including postage, shipping, packaging, carrier charges, and similar out-of-pocket costs; and (v) other fees disclosed through the Platform or in the Fee Schedule, including overage fees, late fees, administrative fees, or data recovery fees, if applicable. Customer acknowledges that fees for Center Services and related charges are determined by the Center and may vary by location. Fees may change from time to time as described through the Platform or in the Fee Schedule, subject to this Agreement and as required or permitted by applicable law.

- b. **Billing; Merchant of Record.** ATMB administers billing for the Platform Services and Center Services that are requested or processed through the Platform and acts as the merchant of record for all such transactions during the Subscription Term. Customer acknowledges that ATMB may collect payment for fees owed in connection with both Platform Services and Center Services through the payment method associated with Customer's account. Notwithstanding the foregoing, ATMB's role as merchant of record is limited to transactions processed through the Platform and within the scope of the Services under this Agreement. Customer may elect to purchase products or services directly from the Center (including any post-Subscription Term handling of physical mail), and all such purchases shall be transacted directly with and paid directly to the applicable Center at its local pricing and terms.
- c. **Payment Authorization; Recurring Charges.** In order to register for the Services and accept this Agreement, Customer is required to provide a valid credit card or other electronic payment information (Customer's "**Payment Method**"), which Customer will ensure remains active (or is replaced by another Payment Method that remains active and complies with the terms hereof) during the Subscription Term and with a credit limit or balance sufficient to pay all amounts that Customer is obligated or may become obligated to pay hereunder. By registering for the Services, executing this Agreement, and providing a Payment Method, Customer is expressly consenting to and authorizing ATMB and its payment processors to charge the Payment Method for all applicable fees, taxes, and other amounts incurred under Customer's account, including recurring subscription fees and any fees for Center Services, Action Items, forwarding, storage, postage, shipping, packaging, and other applicable charges. If at any time Customer's Payment Method cannot be charged, Customer nevertheless remains responsible for all amounts due (and may also be subject to suspension or other limitations on use of the Services, as described in Section 7.f below), together with any late fees or other costs that may be assessed pursuant to the Fee Schedule or in accordance with this Agreement and applicable law.
- d. **Taxes.** Fees are exclusive of applicable taxes, duties, and similar governmental assessments unless expressly stated otherwise. Customer is solely responsible for payment of any and all

federal, state, country, or local sales, use, or other taxes, tariffs, or other levies or fees of any kind whatsoever applicable to the Platform Services and Center Services, other than taxes based on ATMB's or the Center's net income, and the fees charged hereunder will include all such taxes or other amounts that ATMB or Center is required to collect as a consequence of selling, providing, or delivering the Services to Customer. Customer authorizes ATMB and its payment processors to calculate, collect, and charge applicable taxes to Customer's Payment Method, where permitted. Any tax exemption claimed by Customer must be supported by valid documentation that has been provided to ATMB before the applicable charge is incurred.

- e. **No Refunds; No Proration.** Except as required by applicable law or as expressly stated in the Fee Schedule or provided through the Platform for a specific charge, all fees are non-refundable and there are no credits, refunds, or prorations for partial billing periods, unused services, unrequested mail volume, or early cancellation, suspension, expiration, or termination.
- f. **Late Fees; Suspension; Chargebacks.** If any payment is not received when due, ATMB and/or the Center may, to the extent permitted by applicable law: (i) assess late fees, interest, or administrative charges; (ii) suspend or limit Customer's access to the Platform Services; (iii) decline to perform Action Items or other Center Services; (iv) withhold release, forwarding, pickup, storage, or other handling of physical mail or packages pending payment; and/or (v) terminate the Services in accordance with this Agreement. If Customer initiates a chargeback, reverses a payment, or disputes a charge in a manner that results in nonpayment, ATMB may suspend or terminate Customer's account, and Customer will remain responsible for all unpaid amounts and any reasonable chargeback or dispute fees actually incurred by ATMB or the Center to the extent permitted by applicable law.

8. **Term and Renewals.** The Platform Services and Center Services are provided on a month-to-month basis. The initial subscription term begins when Customer enrolls in the Services and continues for one (1) month ("**Initial Term**"). Thereafter, unless Customer cancels in accordance with Section 9 below before the end of the Initial Term, this Agreement and Customer's access to and use of the Services will automatically renew for successive one (1) month periods (each, a "**Renewal Term**" and, together with the Initial Term, the "**Subscription Term**") until Customer cancels in accordance with Section 9 below or this Agreement or Customer's use of the Services otherwise terminates in accordance with the terms hereof. Customer authorizes ATMB to charge the payment method associated with Customer's account for applicable recurring subscription fees, taxes, and other recurring charges at then-current rates disclosed through the Platform or in the Fee Schedule.

- a. **Pilot Program and Transition to Ongoing Services.** If Customer enrolls in the Services during a pilot or trial program, Customer's Subscription Term may continue beyond the pilot or trial period on a month-to-month basis for as long as may be permitted by the terms of such pilot or trial program, unless canceled in accordance with this Agreement. If ATMB or the participating Center later offers updated Services, features, pricing, or longer-term subscription options, ATMB may present Customer with updated terms and conditions for continued use of the Services. Customer will have the opportunity to review and accept any

updated terms before they apply to Customer, to the extent required by applicable law.

- b. **Termination by ATMB or Center.** ATMB and/or the Center may suspend or terminate Customer's access to the Platform Services, Center Services, or both, as permitted under this Agreement as follows:

- i. **For Cause.** ATMB and/or the Center may suspend or terminate the Services for cause, effective immediately or as otherwise permitted by applicable law, if: (i) Customer fails to pay any amount when due; (ii) Customer violates this Agreement or applicable law; (iii) Customer's use of the Services is unlawful, fraudulent, misleading, or inconsistent with USPS or other carrier requirements; or (iv) ATMB or the Center otherwise has a right to suspend, refuse, or terminate Services under this Agreement.
- ii. **For Convenience.** ATMB and/or the Center may terminate the Services for convenience upon notice to Customer. Unless otherwise required by applicable law, any such termination for convenience will take effect at the end of Customer's then-current Subscription Term, and the Subscription Term will not renew thereafter.
- iii. **Transition Option.** If Customer's Subscription Term ends or is terminated in connection with the end of a pilot program, service changes, or Center operational decisions, the Center may, in its discretion, offer Customer the opportunity to transition to a separate in-store mailbox service under a separate agreement.

9. **Cancellation.** Customer may cancel automatic renewal of the Subscription Term at any time through Customer's account settings or other cancellation functionality made available through the Platform. If Customer cancels, the cancellation will prevent renewal of the Subscription Term and will take effect at the end of the then-current Subscription Term, unless otherwise required by applicable law. Cancellation does not terminate the Services immediately and does not relieve Customer of responsibility for any fees, charges, taxes, or other amounts incurred through the end of the then-current Subscription Term or for any post-term obligations expressly provided in this Agreement. ATMB will provide confirmation of Customer's subscription terms, renewal terms, and cancellation rights as required by applicable law.

10. **Effects of Expiration, Cancellation, or Termination.** Upon any expiration, cancellation, or termination of the Subscription Term or this Agreement: (a) Customer's right to access and use the Platform Services will end as of the effective date of such expiration, cancellation, or termination; (b) the Center's obligation to provide Center Services under this Agreement will also end as of the same date, except for any post-term mail handling obligations that may be expressly required by this Section 10; (c) Customer remains responsible for all fees, charges, taxes, and other amounts incurred through the effective date of such expiration, cancellation, or termination, as well as any post-term fees or other amounts expressly payable under this Agreement; and (d) except as required by applicable law, ATMB may disable Customer's account as of the effective date of termination, cancellation, or expiration. A disabled account will be placed in an "Inactive" status, during which Customer will not have access to the Platform Services. If Customer takes no further action, the account will be deemed "Closed" sixty (60) days after becoming Inactive, at which time ATMB may permanently delete digital mail items and other Customer Data from the Platform in accordance with its standard retention practices, the applicable Privacy Notices, and Section 11. Provided, however, after your Subscription Term ends, this

Agreement will continue to apply, as needed, to the Center's handling of Customer's physical mail during the six (6) month post-term period described below.

- a. **Stop Using the Address; Deregistration.** Customer must promptly stop using the Center's address as Customer's mailing address as of the effective date of expiration, cancellation, or termination, and must update or remove that address wherever Customer has used it, including in business filings, registrations, marketing materials, and government agency records. If Customer fails to do so, Customer acknowledges that the Center and/or ATMB may take reasonable steps to protect the Center's CMRA compliance and business operations, and Customer will be responsible for any reasonable costs incurred to the extent permitted by applicable law.
- b. **Post-Term Default Process for Mail.**
 - i. **Center Responsibilities.** Unless Customer arranges with Center otherwise, for six (6) months after the end of the Subscription Term, Center shall continue to collect any physical Customer mail. At the end of that six (6) months, Center shall return to sender any such mail.
 - ii. **Customer Responsibilities.** Customer is responsible for notifying senders and updating mailing addresses prior to the end of the Subscription Term to avoid missed or returned mail.
 - iii. **Alternative Post-Term Handling.** Customer may elect alternative post-termination mail handling options (if available) in accordance with Section 10(d), which may require additional fees due directly to the Center. Customer must contact the Center directly to arrange such alternatives (e.g., pickup physical mail, remail).
- c. **No Change of Address; CMRA Rules.** Customer will not submit a USPS change-of-address order that conflicts with USPS CMRA rules and acknowledges that physical mail may be handled in accordance with CMRA authorizations and instructions on file for the Mailbox and Digital Mailbox, including but not limited to the Default Election (unless timely changed by Customer) and Customer's Form 1583. **Customer understands that the USPS cannot and will not process a change of address request where physical mail is being received at a CMRA;** accordingly, Customer acknowledges and agrees that in order to continue to receive its physical mail after termination of this Agreement (either by having it held for pickup at the Center or remailed by the Center), Customer must make a change to its Default Election by directing ATMB and the Center to remail Customer's physical mail in accordance with Section 10(d) below, subject to and contingent on Customer's payment of all applicable fees therefor.
- d. **Post-Term Services with Center.** At Customer's election, Customer may purchase alternative handling of any physical mail received by Center after the end of the Subscription Term, solely during the six (6) month post-term period. Such alternative handling, such as remailing the physical mail to another address or making the physical mail available for pick-up, are subject to additional fees that are to be paid directly to the Center at the time of purchase. Any such fees and related charges will be at the then-current rates reflected in the Fee Schedule or otherwise disclosed to Customer.
- e. **After Six Months.** Regardless of any period for which Customer pays to have its physical mail and packages stored or remailed to a new address, beginning six (6) months after expiration, cancellation, or termination of the Subscription Term, the Center may, to the extent

permitted by applicable law, refuse any physical mail or package addressed to Customer and delivered to the Center, and may destroy any of Customer's physical mail or packages remaining at the Center at that time.

- f. **Export / Re-mailing Authorizations.** If re-mailing requires export documentation, Customer authorizes the Center to complete and file a Shipper's Export Declaration (or successor form) as Customer's agent, and Customer agrees to provide true, accurate, and complete information regarding the contents of any mail or packages to be forwarded.

11. **Customer Data.** As between Customer, ATMB, and Center, Customer (or its licensors) retains all right, title, and interest in and to content, information, images, instructions, mail and package-related information and materials, and other data or materials that Customer (or anyone acting on Customer's behalf) submits, transmits, uploads, provides, or otherwise makes available through the Platform Services, or that are received, handled, processed, scanned, stored, forwarded, shredded, or otherwise managed in connection with the Center Services, including information relating to Customer's account, identity verification, mail, packages, forwarding instructions, and Action Items ("**Customer Data**").

- a. "**Service Data**" means technical, operational, transactional, diagnostic, and usage data generated or collected in connection with the operation, administration, security, support, and use of the Platform Services and Center Services, excluding Customer Data where reasonably separable, and including aggregated and de-identified data.
- b. **License to Use Customer Data.** Customer grants ATMB and Center a non-exclusive, worldwide, royalty-free license to receive, access, host, store, process, transmit, display, review, scan, image, copy, sort, route, handle, package, forward, release, shred, and otherwise use Customer Data solely as necessary to: (i) provide, operate, administer, secure, maintain, support, and improve the Platform Services and Center Services; (ii) receive, process, manage, document, and fulfill Customer's mail, packages, and Action Item requests; (iii) communicate with Customer regarding the Platform Services, Center Services, Customer's account, mail, packages, and requested actions; (iv) facilitate billing, payment processing, fraud prevention, customer support, recordkeeping, internal administration, and dispute resolution; (v) comply with applicable law, USPS requirements, legal process, and regulatory obligations; and (vi) enforce this Agreement and protect the rights, property, or safety of ATMB, Center, TUPSS, Customer, and others, in each case as further described in the applicable Privacy Notice.
- c. **Inherent Risks.** Customer acknowledges that use of the Services involves inherent risks associated with electronic communications, digital storage, system transmissions, and physical mail and package handling, and that neither ATMB nor Center guarantees absolute confidentiality, security, accuracy, preservation, or availability of Customer Data, mail or package information, scanned images, or other information handled in connection with the Services.
- d. **Ownership and Use of Service Data.** As between Customer and ATMB, ATMB owns all right, title, and interest in and to the Service Data relating to the Platform Services, and as between Customer and Center, Center owns all right, title, and interest in and to the Service Data

relating to the Center Services, in each case subject to Customer's rights in Customer Data. ATMB and Center may use Service Data and may use Customer Data in aggregated or de-identified form, to operate, analyze, improve, secure, and support their respective Services, in each case in accordance with the applicable Privacy Notice.

- e. **Retention and Deletion.** Customer is responsible for retaining any digital copies, exports, records, or other information Customer wishes to preserve before account closure or deletion. Upon expiration, cancellation, or termination of the Services, Customer Data may be retained, deleted, or destroyed in accordance with this Agreement, the applicable Privacy Notice, applicable law, and ATMB's and the Center's applicable retention practices.

12. **Indemnity.** Customer will defend, indemnify, and hold harmless ATMB, the Center, TUPSS, and their respective affiliates, subsidiaries, parent entities, franchisees, officers, directors, employees, agents, contractors, and service providers (collectively, the "**Indemnified Parties**") from and against any and all third-party claims, demands, actions, proceedings, losses, damages, liabilities, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to: (a) Customer's breach or alleged breach of this Agreement; (b) Customer's access to or use of the Platform Services, Center Services, Mailbox, Digital Mailbox, Center address, or any Action Item; (c) Customer's violation of applicable law, USPS requirements, other carrier requirements, or export, import, customs, sanctions, privacy, consumer protection, tax, business registration, or other regulatory requirements; (d) the contents, shipment, mailing, forwarding, storage, possession, transport, export, import, legality, or handling of Customer's physical mail or packages; (e) any instructions, directions, authorizations, information, declarations, forwarding requests, recipient information, or other materials submitted by or on behalf of Customer through the Platform or otherwise in connection with the Services; (f) Customer's use or misuse of the Center address or Mailbox, including any use in filings, registrations, listings, or records; (g) Customer Data or other information provided by or on behalf of Customer; or (h) any claim by a third party arising from Customer's acts, omissions, business activities, or relationship with such third party in connection with the Services. In addition:

- i. Without limiting the foregoing, Customer's indemnity obligations include claims, losses, or liabilities arising from personal injury, property damage, loss of or damage to mail or packages, delayed delivery, nondelivery, misdelivery, refusal of delivery, regulatory inquiries, governmental investigations, penalties, fines, tax matters, and export or customs documentation or filings made by ATMB or the Center in reliance on information or authorizations provided by or on behalf of Customer.
- ii. Customer will cooperate with the Indemnified Parties in the defense of any indemnified matter. ATMB, the Center, and/or TUPSS may participate in the defense of any such matter with counsel of their own choosing at their own expense. Customer may not settle any indemnified claim in a manner that imposes liability, admits fault, or imposes any obligation on any Indemnified Party without that Indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

13. **Center is a Franchised Location.** Customer acknowledges and agrees that, unless identified otherwise,

the Center is an independently owned and operated franchise location of TUPSS, and not a branch, agent, joint venturer, or legal representative of TUPSS. Accordingly, TUPSS is not responsible for the acts, omissions, services, or operations of independently owned and operated franchise Centers. Notwithstanding the foregoing, if the Center is owned or operated by TUPSS or an applicable affiliate, then TUPSS or the applicable affiliate will be responsible for the acts and omissions of any such corporate-owned Center to the extent provided by applicable law.

14. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ATMB, CENTER, NOR TUPSS, NOR ANY OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, PARENT ENTITIES, FRANCHISEES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR SERVICE PROVIDERS, WILL BE LIABLE TO CUSTOMER UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR ANY LOSS OF REVENUE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ATMB'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL NOT EXCEED THE GREATER OF: (A) \$500.00; OR (B) THE TOTAL FEES ACTUALLY RECEIVED AND RETAINED BY ATMB FROM CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF CENTER AND TUPSS, COLLECTIVELY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL NOT EXCEED THE GREATER OF: (A) \$500.00; OR (B) THE TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, CENTER AND TUPSS WILL NOT BE LIABLE FOR DELAY, NONDELIVERY, MISDELIVERY, LOSS OF, OR DAMAGE TO PHYSICAL MAIL OR PACKAGES CAUSED BY USPS OR OTHER CARRIERS, OR OCCURRING BEFORE RECEIPT BY CENTER OR AFTER HANDOFF BY CENTER TO USPS OR ANOTHER CARRIER. ATMB WILL HAVE NO LIABILITY WHATSOEVER FOR THE HANDLING OF PHYSICAL MAIL OR PACKAGES.

15. **IP Rights; Reservation.** As between Customer and ATMB, ATMB and its licensors retain all right, title, and interest in and to the Platform, the Platform Services, and all related software, technology, interfaces, designs, databases, templates, workflows, documentation, content, and other materials provided or made available by ATMB, including any improvements, modifications, updates, enhancements, or derivative works thereof, and all related intellectual property and proprietary rights therein (collectively, "**ATMB IP**"). Except for the limited, revocable, non-exclusive right to access and use the Platform Services expressly granted to Customer under this Agreement during the Subscription Term, no rights are granted to Customer by license, implication, estoppel, or otherwise. ATMB reserves all rights not expressly granted to Customer.
16. **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM SERVICES AND CENTER SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ATMB, THE

CENTER, TUPSS AND THEIR RESPECTIVE AFFILIATES, SUPPLIERS, AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, ATMB DOES NOT WARRANT THAT THE PLATFORM SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT ANY MAIL OR PACKAGE INFORMATION, IMAGES, SCANNED CONTENT, ACCOUNT INFORMATION, OR OTHER DATA MADE AVAILABLE THROUGH THE PLATFORM WILL BE ACCURATE, COMPLETE, CURRENT, OR TIMELY. WITHOUT LIMITING THE FOREGOING, NEITHER ATMB, THE CENTER, NOR TUPSS WARRANTS THAT ANY CENTER SERVICES, ACTION ITEMS, MAIL OR PACKAGE HANDLING, SCANNING, STORAGE, FORWARDING, PICK-UP, RELEASE, OR OTHER SERVICES WILL BE PERFORMED WITHOUT DELAY, INTERRUPTION, ERROR, LOSS, DAMAGE, OR MISDELIVERY, OR THAT USPS OR ANY THIRD-PARTY CARRIER WILL PERFORM SERVICES IN ANY PARTICULAR MANNER OR WITHIN ANY PARTICULAR TIMEFRAME.

CUSTOMER ACKNOWLEDGES THAT THE SERVICES INVOLVE INHERENT RISKS ASSOCIATED WITH ELECTRONIC COMMUNICATIONS, DIGITAL STORAGE, MAIL PROCESSING, PHYSICAL MAIL AND PACKAGE HANDLING, AND THIRD-PARTY CARRIERS, AND THAT NO SYSTEM OR PROCESS CAN BE MADE COMPLETELY SECURE, ERROR-FREE, OR FAIL-SAFE.

17. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement and any dispute arising out of or relating to this Agreement or the Services will be governed by the laws of the State of Nevada, without regard to its conflict of laws principles, except to the extent non-waivable federal, state, or local law applies. As further provided in Section 18 below (and subject to any exceptions set forth therein), all claims by Customer arising out of or relating to this Agreement or the Services that cannot be resolved by good faith negotiations between the parties will be resolved by binding arbitration before a single arbitrator, such arbitration to be held exclusively in Clark County, Nevada, in accordance with the JAMS Streamlined Arbitration Rules & Procedures, and by executing this Agreement and using the Services, Customer is agreeing to the arbitration agreement set forth herein, and is waiving its rights to a trial by jury or to participate in a class or representative action. For the avoidance of doubt, the United Nations Convention for the International Sale of Goods and any other United Nations laws or other international laws that purport to apply or could potentially apply to this Agreement shall not apply, and are expressly superseded and replaced by U.S. Federal law, Nevada law and the laws of Local Jurisdictions, as set forth above.

18. **Dispute Resolution; Arbitration Agreement; Class Action Waiver.**

- a. **Arbitration of Disputes.** Subject to Section 18(e), below, Customer agrees to arbitrate all disputes and claims arising between or among Customer, ATMB, and Center, where the dispute arises out of or relates in any way to the Services or this Agreement. This agreement to arbitrate is intended to be broadly interpreted and to cover any and all disputes arising hereunder to the maximum extent permitted by law; provided, that this agreement to arbitrate disputes does not preclude any party from seeking an individualized preliminary injunction or temporary restraining order until a claim is arbitrated, or from bringing an individualized action in any small claims court that has jurisdiction pursuant to Section 17

above; provided, that an arbitrator will have exclusive jurisdiction to finally resolve claims not within the jurisdiction of any such small claims court. This agreement to arbitrate applies to disputes involving not only Center but also disputes with any other person or entity arising out of or relating to the transaction, including but not limited to TUPSS, United Parcel Service, Inc., or any of its subsidiaries or affiliates

- b. **Dispute Notice.** Where a party intends to seek arbitration of a dispute, that party must provide the other party or parties to the dispute with notice in writing (a “**Dispute Notice**”). If the parties to the dispute are unable or unwilling to resolve the dispute within 30 days after a Dispute Notice is given, the dispute will be resolved by arbitration upon one party sending the other party or parties and JAMS a demand for arbitration. For the avoidance of doubt, no arbitration demand may be submitted until at least 30 days after all parties to the dispute have received or are deemed to have received the Dispute Notice.
- c. **Arbitration Procedures.** Any dispute that cannot be resolved within 30 days after a Dispute Notice is received will be determined by an arbitration proceeding in Clark County, Nevada before a sole arbitrator and administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the “**JAMS Rules**”). After expiration of the 30-day period required by Section 18(b) above, any party to the dispute may submit a written demand for arbitration to the other party or parties to the dispute, and within ten (10) days after the demand for arbitration is given, the parties will select a single neutral arbitrator to preside over the arbitration proceeding. If the parties fail to select an arbitrator within such ten-day period, the arbitrator will be chosen pursuant to the JAMS Rules. In addition to the powers conferred by the JAMS Rules, the arbitrator will have authority to order such other discovery as they deem appropriate for a full and fair hearing of the case. The arbitrator’s decision will be final and binding and the award so rendered may be filed in any court having jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party.
- d. **No Class or Representative Arbitration.** 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 without affecting other ATMB customers or any other The UPS Store franchised location. CUSTOMER ON THE ONE HAND AND THE CENTER AND ATMB ON THE OTHER HAND EACH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless all affected parties agree otherwise, the arbitrator may not consolidate more than one customer’s claims, may not consolidate any claims Customer may have with the claims of any other customers or other third parties, and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this subsection’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.
- e. **Arbitration Agreement Held Invalid.** If any portion of the arbitration agreement set forth in this Section 18 above should be found to be invalid or unenforceable with respect to any

claim(s) by Customer hereunder, such claim(s) will instead be litigated in a civil court of competent jurisdiction, while all other Customer claims will remain subject to arbitration in accordance with the terms hereof.

19. **No Assignment; Survival.** Customer may not assign this Agreement or any of their interests, rights or obligations under these Agreement. If any provision of this Agreement is found to be invalid by an arbitrator or any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect. No waiver of any of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Sections relating to fees owed, post-term mail handling, Customer Data, indemnity, limitations of liability, disclaimers, governing law, venue, waiver of jury trial, and any other provisions that by their nature should survive, will survive expiration, cancellation, or termination of this Agreement.