



***Postal Customer Council***

***Directory of Mail Service Providers***

***Operating Guide***

**July 2005**



## **1. PCC DIRECTORY OF MAIL SERVICE PROVIDERS - BACKGROUND**

The “PCC Directory of Mail Service Providers” may have a greater impact than any other program in the foreseeable future during the implementation of the New PCC Network Plan. For the past several years, the Postal Service has experimented with the inclusion of “affiliate merchants” on our national web site usps.com. During the experiment, much was learned and that learning is now being applied on a much wider basis by offering PCC members access to the frequently visited and powerful brand recognition of usps.com. As you know, all previous relationships with “affiliate merchant” have been terminated. From this point forward, access to these types of links will be restricted to PCC membership. The implementation of this program emphasizes, again, the importance of the New PCC Network to the overall future of the Postal Service.

National rollout of the PCC Directory of Mail Service Providers will begin on or before August 1 and will continue until completion around November 1. Early and thorough preparation will be a key factor in the successful rollout of this program.

The remainder of this operating guide provides detailed information regarding the program, the role of your PCC group, and the role of your National PCC Team in Customer and Industry Marketing.



## **2. PCC DIRECTORY OF MAIL SERVICE PROVIDERS - OVERVIEW**

What is the PCC Directory of Mail Service Providers? Simply put it is a program that connects new and existing customers to mail related services that can be provided by an existing PCC member. It is not an endorsement of or by the Postal Service nor is it an endorsement of one mail service provider over another. Again, it is just a value added service to PCC membership that puts mail service related business together with potentially new customers. It is a voluntary program and participation will be fee based. However, the services offered make the fee nominal for any PCC member. Another key element of the program is the revenue sharing opportunity provided, that is, any revenues collected beyond the cost of the program will become part of the local PCC treasury for future use in supporting the implementation of the New PCC Network. It is anticipated that the cost of the program will require 20 percent of fees collected. This leaves the majority of the fees collected, or 80 percent, for PCC treasuries.

There are three possible versions of the PCC Directory of Mail Service Providers as follows:

1. All participating PCC members will be listed on usps.com in conjunction with the PCC locator portion of the national PCC website (see Exhibits 1, 2, and 3). Businesses will be listed by PCC and by category which will allow new customers to find a local business that can support them in their use of the mail.
2. Locally, the PCC may optionally maintain a hard copy directory which can be distributed to new PCC members, at appropriate Postal Service facilities, local civic organizations, and the like.
3. Locally, the PCC may optionally maintain a link from their PCC website to that of the national PCC website. The PCC may also chose to maintain the same content locally that is presented on the national PCC website.



### **3. PCC DIRECTORY OF MAIL SERVICE PROVIDERS - CATEGORIES**

There are potentially hundreds of categories that could be established for this type of directory. After careful evaluation, the following six categories have been established for this program. All mail services should fit into one of these categories. Limiting the number of categories to six can potentially provide more exposure to participating PCC members, while still keeping the user interface simple for potentially new customers. The six categories are:

- Mail Preparation
- Mail List Providers
- Mail Printing
- Mailing Support
- Mailing Supplies
- Mailing Equipment

The PCC Directory of Mail Service Providers is intended to be flexible, open, and inclusive. That being said, The Postal Co-Chair will have the ultimate authority to determine what "is" and what "is not" a mailing service related business. This responsibility is significant and needs to be taken seriously. Eligibility criteria will be covered in more detail in Section 5.



### **4. PCC DIRECTORY OF MAIL SERVICE PROVIDERS – WHAT TO INCLUDE**

If a PCC member wants to participate in the PCC Directory of Mail Service Providers program, the following elements must be provided to the local PCC:

- Name of Business
- Brief Description of Mail Service Provided (15 word limit)
- Contact Name (with phone or email)
- Web Address (optional dedicated landing page)

These data are to be consolidated and forwarded to the National PCC Team. The list can be easily compiled using Microsoft Word and then saved in a "rich text format" (RTF). See Exhibit 3 for the exact format to follow. Please do not deviate from the format as it will only delay the publishing of your portion of the directory. To provide for the addition of new PCC members to the directory, updates will be required quarterly beginning in calendar 2006 (January 1, April 1, July 1 and October 1). For the remainder of calendar 2005, PCC groups will be able to submit updates every 15 days from the initial date of your implementation.

You will note that there is a 15 word limit for the description of mail service provided and this portion of the directory may be restricted even further for space considerations. Please advise members to keep their description concise.

Lastly, any PCC member electing to participate in the program may choose to maintain a dedicated landing page which is the web address that should be provided above. If used this page should contain information that states the user has reached a participating member of the PCC Directory of Mail Service Providers and should include language and contact information that will encourage potential new PCC members to attend a future PCC meeting and subsequently joining the PCC.



## 5. PCC DIRECTORY OF MAIL SERVICE PROVIDERS - ELIGIBILITY

As previously stated, this program is meant to be flexible, open, and inclusive. That being said, there will be some PCC members that are not eligible to participate. The general guidelines are as follows:

- You must be a participating PCC member to be eligible
- Postal Service competitors are not eligible (as per Publication 286)
- Non-Mail Service related businesses are not eligible
- Directory members may maintain a dedicated Directory of Mail Service Providers landing page as described above in Section 4.
- Directory members must pay the annual \$100 fee to participate.

The following excerpt from Publication 286 regarding competitor participation in PCC activities applies to the PCC Directory of Mail Service Providers:

### **Exhibitors**

***All vendor or exhibit displays at PCC functions must be products or services that help improve Postal Service or mailing industry services by promoting cooperation between mailers and the Postal Service. The products and services must fully comply with the applicable Postal Service regulations.***

***Vendors (companies that sell mail-related products and services and use the Postal Service) must not use PCC functions to offer the public any alternative delivery service, unless it simply conveys mailable matter to or from postage-paid handling by the Postal Service. And an exhibitor must not be employed by or control a firm that promotes, offers, or sells products or services that directly compete with Postal Service's products or services.***

### **Competitors**

***PCCs aren't designed to promote products and services that compete with - or even complement - Postal Service offerings. Even though competitors, or their subsidiaries, may be members of a PCC (since virtually all use the mail), they are not allowed to sell their products and services at PCC functions, give presentations, exhibit at PCC functions, or be on executive boards. (See Exhibit 15)***

***Note: Competitors are always free to create their own non-postal supported "councils" to meet with their customers.***



## 6. PCC DIRECTORY OF MAIL SERVICE PROVIDERS – LOCAL RESPONSIBILITIES

While the PCC Directory of Mail Service Providers program is administered by the National PCC Team, Customer and Industry Marketing, and policy concerning the program is developed by the same, local PCC groups have responsibility for the majority of day-to-day management and execution of the program. The following list highlights the responsibilities of the local PCC group:

- Promotion of the PCC Directory of Mail Service Providers to all PCC members
- Collection of all application materials and fees
  - \$100 Annual Fee (80/20 revenue split projected)
  - Submission of the Headquarters portion of fees collected
  - Completion and filing of a Postal Service Cross-Link Agreement (see Exhibit 4)
  - Certification that all eligibility criteria for participation in the PCC Directory of Mail Service Providers are met
  - Collection and maintenance of the Name, Description, Contact, and Web-Address (URL) of members participating in the directory
- Production of local hardcopy PCC Directory of Mail Service Providers (optional)
- Establishing a local link to usps.com PCC Directory of Mail Service Providers (optional)
- Provision of quarterly updates and data to the National PCC Team

The local PCC group may determine the method of fee and application collection as well as the disbursement of the Headquarters portion of the fees collected. However, sound financial and recording-keeping practices must be a part of whatever methodology is chosen.



## 7. PCC DIRECTORY OF MAIL SERVICE PROVIDERS – HQ RESPONSIBILITIES

The National PCC Team, Customer and Industry Marketing is responsible for overall policy for the PCC Directory of Mail Service Providers. Responsibilities include the establishment on the revenue share (based on the costs of the program), the day-to-day interface with the Internet Channel Team at Headquarters, operational improvements or redesign efforts for the program, and the provision of legal advice as necessary.



## 9. PCC DIRECTORY OF MAIL SERVICE PROVIDERS – REVENUE SHARING

As previously described, the PCC Directory of Mail Service Providers is intended to be a self-funding program which also raises operating revenue for participating local PCC groups. Funds collected for this program, after offsetting all operating costs, belong to the local PCC group for use on PCC related activities described in the Publication 286. Funds are expected to help achieve the goal of the New PCC Network plan which is:

***To transform Postal Customer Councils into a premier network for customer education and training, in order to facilitate growth.***

## Exhibit 1 – PCC Directory of Mail Service Providers Locator

USPS logo Home | Help | Sign In

[Find Zip Code](#) / [Calculate Postage](#) / [Print Postage](#) / [Schedule Pickup](#) / [Locate Post Office](#) / [Track Packages](#)

[BUSINESS >>](#) [HOUSEHOLD >>](#) [BUY STAMPS & SHOP >>](#) [ALL PRODUCTS & SERVICES >>](#) [ABOUT USPS & NEWS >>](#)

Search

[Home > About USPS & News > Serving the Community > Postal Customer Council > Locate a PCC & Direct Mail Service Provider](#)

---

### Find Your Local PCC® & Mail Service Providers

Find the address and contact information of your local PCC or local Mail Service Providers. Select an option in the drop-down and then choose your state on the interactive map to locate the PCC or Mail Service Providers nearest you.

Select one

[Organization Information](#)

[News & Events](#)

[Serving the Community](#)

[Postal Customer Council](#)

[Locate a PCC & Direct Mail Service Provider](#)

[Forms & Publications](#)

[Financials Postal](#)

[History](#)

## Exhibit 2 – PCC Directory of Mail Service Providers Locator (Detail)

USPS logo

[Home](#)

---

### Missouri PCC® Mail Service Providers

#### Capitol City (MO) PCC

- [Mail Preparation](#)
- [Mail List Providers](#)
- [Mail Printing](#)
- [Mailing Support](#)
- [Mailing Supplies](#)
- [Mailing Equipment](#)

#### Branson Lakes Area PCC

- [Mail Preparation](#)
- [Mail List Providers](#)
- [Mail Printing](#)
- [Mailing Support](#)
- [Mailing Supplies](#)
- [Mailing Equipment](#)

#### Mid-Missouri PCC

- [Mail Preparation](#)
- [Mail List Providers](#)
- [Mail Printing](#)
- [Mailing Support](#)
- [Mailing Supplies](#)
- [Mailing Equipment](#)

#### Greater Kansas City PCC

**There are no Mail Service Providers for Greater Kansas City**

#### Ozarks Area PCC

- [Mail Preparation](#)
- [Mail List Providers](#)
- [Mail Printing](#)
- [Mailing Support](#)
- [Mailing Supplies](#)
- [Mailing Equipment](#)

#### Greater St Louis PCC

- [Mail Preparation](#)
- [Mail List Providers](#)
- [Mail Printing](#)
- [Mailing Support](#)
- [Mailing Supplies](#)
- [Mailing Equipment](#)

[Back To Map](#)

---

## Exhibit 3 – PCC Directory of Mail Service Providers Locator (Detail)

USPS logo

[Home](#)

### Capitol City (MO) PCC

**1. Mail Preparation**

<Name of Business>

**2. <Brief Description>**

<Contact Name>

<Web Address>

<Name of Business>

<Brief Description>

<Contact Name>

<Web Address>

<Name of Business>

<Brief Description>

<Contact Name>

<Web Address>

[Back To Direct Mail Service Providers](#)

## **Exhibit 4 – DRAFT MERCHANT AGREEMENT**

### **PCC DIRECTORY OF MAIL SERVICE PROVIDERS** **MERCHANT AGREEMENT**

**THIS IS A LEGAL AGREEMENT BETWEEN MERCHANT AND AFFILIATE. BY EXECUTING THIS AGREEMENT YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTOOD THE TERMS SET FORTH HEREIN, ARE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS HEREOF.**

This Affiliation Program Agreement ("Agreement") is made between the [COMPANY NAME] ("Merchant") and the United States Postal Service ("USPS" or "Affiliate").

#### **Background**

MERCHANT owns and operates a Web site with the URL of [www. COMPANY URL] ("MERCHANT Site"). MERCHANT acts as an on-line Merchant providing an affiliation marketing program for selected enrolled affiliates ("Affiliation Program").

The United States Postal Service ("USPS") owns and operates a Web site with the URL of www.USPS.com ("USPS.com" or "USPS Site" or "Affiliate Site"). USPS desires to participate as an Affiliate in the MERCHANT Affiliation Program by placing MERCHANT provided text (or a graphic, a banner, a search field or another information object) on the Affiliate Site which will contain a connection from the Affiliate Site to the MERCHANT Site through which visitors may obtain information about MERCHANT products and services ("Link"). The Parties acknowledge and desire that such Link shall be located on the [PLACE NAME OF PCC HERE] Postal Customer Council ("LOCAL PCC") directory of mail service providers, which shall be accessible from at least one web page on USPS.com.

Both parties desire under this Agreement, to establish the general terms and conditions that will govern Affiliate's participation in the MERCHANT Affiliation Program.

In consideration of the promises set forth, the parties agree as follows:

#### **TERMS AND CONDITIONS**

##### **1. Mutual Rights and Responsibilities.**

- 1.1 **Promotion and Advertising.** Unless otherwise agreed in writing by both Parties, neither Party shall advertise, market, promote, publicize, or conduct press releases with regard to the other Party's Web site. Neither Party shall co-brand its Web site with the other Party's Web site unless otherwise authorized by the other Party in writing. Merchant agrees to (1) not make any representations or warranties concerning USPS.com, any of USPS.com products, services, or policies and (2) not make any statement by any means of communication that might imply endorsement or certification of Affiliate, Affiliate Site, or Affiliate products and services.

- 1.2 Privacy. The USPS Terms of Use and Privacy Policy published on USPS.com apply to customers or visitors while they are using a USPS Web site. The Merchant Terms of Use and Privacy Policy apply to customers or visitors while they are using a Merchant site. Merchant agrees, and will require its subcontractors to agree, not to create or derive any personally identifiable information about any USPS visitor while that visitor is on a USPS Web site, except as expressly provided by the customer or visitor. Merchant shall not place a persistent cookie or other persistent tracking device on a USPS Web site.
- 1.3 Site Maintenance. USPS shall be solely responsible for the development, operation, control, and maintenance of its site, and for all materials and content that appear on the Affiliate Site. Merchant shall not make modifications, refresh, or replace the textual content or graphic design of any links on USPS.com without prior written consent of the USPS.
- 1.4 Customer Data Ownership. USPS shall own all right, title and interest in and to and the exclusive right to use all data and information concerning customers if such data or information is generated on the pages of the USPS Web site. Merchant shall own all right, title and interest in and to and the exclusive right to use all data and information concerning customers only if such data or information is generated on the pages of the Merchant Site.

## **2. Affiliate's Responsibilities.**

- 2.1. Links. Affiliate will link the Affiliate Site to pages within the MERCHANT Site using special URLs specifically provided by MERCHANT (the "Required URLs"). Affiliate may post as many Links to the Required URLs as it wishes. The position, prominence and nature of the Links shall comply with any requirements specified in this Agreement, but otherwise will be in the discretion of Affiliate.
- 2.2 Modifications to Links. Affiliate agrees to promptly implement any request from MERCHANT to remove, alter, or modify any MERCHANT Link or Content that is being used by Affiliate as part of the Affiliation Program. Affiliate agrees not alter, modify or expand any Link without prior written consent of MERCHANT.
- 2.3 Site Modification and Errors. Affiliate agrees to notify MERCHANT if it materially alters the Affiliate Site or changes its business model. Affiliate is also responsible for notifying MERCHANT of any malfunctioning of the Required URLs or other problems with Affiliate's participation in the Affiliate Program. MERCHANT will make commercially reasonable efforts to respond to Affiliate's concerns upon notification by Affiliate.
- 2.4 Non-exclusivity. MERCHANT acknowledges and agrees that this Agreement is non-exclusive and USPS retains the right to identify, advertise and promote on or through the USPS Site any products, goods or services offered by the USPS or any third party, including any products, goods and services (now existing or hereafter created) that are directly competitive with, identical to or similar to the products, goods and services of Merchant.
- 2.5 Fraudulent Linking. Affiliate shall not create a means for benefiting from this Agreement by generating invalid or fraudulent commissions.

**3. Commissions.**

- 3.1 Fee. MERCHANT agrees to pay Affiliate a \$100 fee each term of this Agreement as specified herein. .
- 3.2 Qualifying Link and Session.
- 3.3 Fulfillment. MERCHANT shall have the sole right and responsibility for processing all orders made by Visitors. Affiliate acknowledges that all agreements relating to sales to MERCHANT's Visitors shall be between MERCHANT and the Visitor. Prices and terms for all products and services will be set solely by MERCHANT in its discretion.
- 3.4 Payments. Merchant shall pay one hundred dollars (\$100) to the Local PCC through the Local PCC's Postal Co-Chair or their designee.
- 3.5 Timely Payment. MERCHANT agrees to make such \$100 payment within ten (10) days of the start of the term of this Agreement.
- 3.6 Additional Term Payments. In the event the Parties allow this Agreement to extend to additional term periods as set forth herein, MERCHANT agrees to make an additional \$100 payment within ten (10) days of the start of each additional term period in accordance with Section 5.6 herein.

**4. Ownership and Licenses.**

- 4.1 Ownership. Each party owns and shall retain all right, title and interest in its names, designs, logos, images, trademarks, trade names, service marks, trade dress, ("Marks"), copyrights and proprietary technology, including, without limitation, those Marks, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.
- 4.2 License Grant. Subject to the terms and conditions of the Agreement, MERCHANT hereby grants to Affiliate for the term of this Agreement a non-exclusive, non-transferable, revocable, worldwide license to use, display, and transmit the MERCHANT Marks or other proprietary names of MERCHANT, as made available to Affiliate during the term of this Agreement, on the Affiliate Site solely for the purpose of creating Links from the Affiliate Site to the MERCHANT Site. Affiliate's display of the MERCHANT Marks shall always be in reference to MERCHANT, its services and products, and such display of MERCHANT Marks shall always inure to the benefit of MERCHANT. Nothing in this Agreement shall be construed as granting a right to use or display MERCHANT Marks other than as a Link to MERCHANT.com. MERCHANT reserves all ownership, intellectual property and any other rights in the MERCHANT Content, the MERCHANT.com site, Confidential Information, and any other materials or information associated with any of the foregoing. Affiliate shall not obtain any rights in or to the MERCHANT Marks. Except as expressly set forth in this Agreement or permitted by applicable law, Affiliate may not copy, distribute, modify, reverse engineer, or create derivative works from the same. Affiliate may not sublicense, assign or transfer any such licenses for the use of the same, and any attempt at such sublicense, assignment or transfer is void. Affiliate shall not adopt, use, or register, or apply for registration of, whether as a corporate name, trademark, service mark or other indication of origin, any of the MERCHANT Marks, or any word or mark confusingly similar to the MERCHANT Marks in any jurisdiction.

**5. Term and Termination.**

- 5.1 Term. The term of this Agreement will commence upon the upon Affiliate's acceptance of this Agreement. The Agreement will continue in full force and effect for a period of one year from the date of acceptance.
- 5.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by giving the other party at least ten (10) days' prior written notice of such termination at their e-mail address.
- 5.3 Default. Either Party may terminate this agreement immediately for default of any material term of this Agreement.
- 5.4 Effects of Termination. Upon termination by either party, the licenses set forth in this Agreement will automatically terminate and Affiliate agrees to immediately remove all Links, all references to MERCHANT, and all MERCHANT Marks from the Affiliate Site, and to destroy or erase from Affiliate's computer memory any items containing the Links and the MERCHANT Marks. Upon termination of this Agreement, MERCHANT will only pay commissions on sales completed before 12:00 midnight EST on the date of termination. MERCHANT reserves the right to withhold final payment for a reasonable time to ensure that the correct amount is paid.
- 5.5 Survival After Termination. Articles 6, 7, 8, and 9 hereof will survive the termination of this Agreement.
- 5.6 Additional Term Periods. Unless otherwise terminated pursuant to Section 5.2 or 5.3 herein, this Agreement shall automatically renew at the conclusion of each one-year term for an additional one-year term subject to the terms of this Agreement, which shall include but not be limited to the additional payment requirements of Section 3.6 herein.

**6. Representations and Disclaimers.**

- 6.1 Each party represents and warrants to the other party that (a) it has requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the Web site and any material displayed on the Web site will not (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy, (ii) violate any applicable law, statute, ordinance or regulation, (iii) be defamatory or libelous, (iv) be lewd, pornographic or obscene, (v) violate any laws regarding unfair competition or false advertising, (vi) promote violence, firearms, ammunition, or contain hate speech, (vii) promote illegal activity or behavior, or discrimination or harassment based on age, disability, gender, national origin, race, religion, or sexual orientation, or (viii) result in any consumer fraud, product liability, breach of contract to which it is a party, or cause injury to any third party.
- 6.2 MERCHANT further agrees to maintain a secure Web site and specifically to:
- (a) Use accepted industry standards for secure transactions (which USPS currently defines as Secure Socket Layer technology) and protect the privacy of personal customer information on its Web site;
  - (b) Include a dedicated landing page for the Postal Customer Council Directory of Mail Service Providers, which includes information that the Merchant is a participant in this program.

- (c) Demonstrate that the interface between the public USPS Web site and the Affiliate site does not jeopardize damage or compromise enterprise IT operations or security of the USPS Web site. Affiliate agrees to implement industry standard protections against viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines; and
  - (d) Publish and adhere to "best business" practices for privacy and business policies as well as "due care" security on its Web sites. USPS will consider these requirements satisfied if Affiliate subscribes to and maintains good standing with an independent program, such as [www.bbbonline.org](http://www.bbbonline.org), [www.secureassure.com](http://www.secureassure.com), or [www.truste.com](http://www.truste.com). Government agencies which do not subscribe to any of the above third party programs must have security, privacy and terms of use policies equivalent to those of the USPS.
- 6.3 MERCHANT warrants and represents that it is a member in good standing of the LOCAL PCC during the term of this Agreement. Failure to maintain good standing to the LOCAL PCC shall be deemed a material breach of this Agreement subject to the termination rights set forth in Section 5.3 herein.
- 6.4 **DISCLAIMER OF WARRANTIES. EXCEPT AS SET FORTH IN SECTION 6.1, BOTH PARTIES DO NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS AND WARRANTIES REGARDING THE AFFILIATE PROGRAMS, THE LINKS, THE SEARCH ENGINES (OR THE RESULTS OBTAINED FROM USING THE SEARCH ENGINES), AND ANY SERVICES AND PRODUCTS AVAILABLE ON OR THROUGH THEIR WEB SITES, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BOTH PARTIES SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING (I) THE AMOUNT OF COMMISSIONS THAT MAY RECEIVED DURING THE TERM OF THIS AGREEMENT, AND (II) ANY ECONOMIC OR OTHER BENEFIT THAT EITHER PARTY MIGHT OBTAIN THROUGH PARTICIPATION IN THE AFFILIATE PROGRAM.**

## **7. Limitation of Liability.**

- 7.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR MULTIPLE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF THIS AGREEMENT OR THE AFFILIATE PROGRAM EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER ARISING FROM THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY) EXCEED THE AMOUNTS ACTUALLY EARNED BY AFFILIATE AND NOT PREVIOUSLY PAID TO AFFILIATE UNDER THIS AGREEMENT.
- 7.2 EACH PARTY UNDERSTANDS THAT (a) THE OPERATION OF THE WEB SITES IN CONNECTION WITH THE AFFILIATE PROGRAM MAY NOT BE UNINTERRUPTED OR ERROR FREE, (b) THE SEARCH RESULTS OBTAINED THROUGH USE OF THE SEARCH ENGINES MAY HAVE ERRORS AND OMISSIONS, (c) THE WEB SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND (d) NEITHER PARTY WILL BE LIABLE FOR ANY INTERRUPTIONS, ERRORS, OR OMISSIONS IN CONNECTION WITH THAT PARTY'S WEB SITE.

**8. Notices.**

MERCHANT shall send notice to USPS at pccdmisp@usps.com.

USPS will send notices to [ INSERT CONTACT NAME  
AND ADDRESS ]. All notices shall be effective upon receipt.

**9. General**

- 9.1 Independent Parties. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect.
- 9.2 Governing Law. This Agreement has been made in and shall be construed and enforced in accordance with federal law, and to the extent no federal law applies, with the laws of the State of New York, excluding its choice of law rules. Any action to enforce this Agreement shall be brought in the federal court located in the District of Columbia.
- 9.3 Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- 9.4 No Assignment. This Agreement may not be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party.
- 9.5 Attorneys' Fees. In the event that an action is instituted between the Parties: (i) to enforce any term of this Agreement, (ii) to remedy a breach of any representation or warranty provided in connection herewith, or (iii) in connection with any cause of action (in contract, tort or otherwise) arising out of or relating to this Agreement, each Party shall be responsible for its own attorneys' fees and costs, including costs of discovery, whether by arbitration, trial or any appeal thereof.
- 9.6 Examination of Records. Each Party shall have the right to examine any of the other Party's records, whether in paper or electronic form, involving transactions related to this Agreement. The Merchant shall make available at its offices at mutually agreed upon times the records, materials and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. This does not require Merchant to create or maintain any record that Merchant does not maintain in the ordinary course of business or pursuant to a provision of law.
- 9.7 Alternative Dispute Resolution. In the event that a dispute arises under the Agreement, the Parties by mutual consent may agree to use an alternative dispute resolution (ADR) process, including mediation, to assist in resolving the dispute before seeking a remedy in court.
- 9.8 Taxes. Each party shall be responsible for paying its own taxes.

BY COMPLETING AND SUBMITTING THE AFFILIATE PROGRAM APPLICATION FORM AND EXECUTING THIS AGREEMENT, AFFILIATE ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH GOVERN AFFILIATE'S PARTICIPATION IN THE MERCHANT AFFILIATION MARKETING PROGRAM.

MERCHANT MAY MODIFY ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AT ANY TIME AND IN ITS SOLE DISCRETION, BY PROVIDING WRITTEN NOTICE OR A NEW AGREEMENT TO AFFILIATE. AFFILIATE'S CONTINUED PARTICIPATION FOLLOWING MERCHANT'S NOTICE OR NEW AGREEMENT WILL CONSTITUTE AFFILIATE'S BINDING ACCEPTANCE OF THE CHANGE OR NEW AGREEMENT.

I ACCEPT THE TERMS OF THIS AGREEMENT ON BEHALF OF THE AFFILIATE

**UNITED STATES POSTAL SERVICE, AFFILIATE**

**MERCHANT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Patricia Mason

Name: \_\_\_\_\_

Title: Manager, Electronic Commerce Programs

Title: \_\_\_\_\_

Address: 475 L'Enfant Plaza  
Washington, DC 20260-0426

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**PCC POSTAL CO-CHAIR**

Signature: \_\_\_\_\_

Name: PCC Postal Co-Chair Name

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS: MAKE A COPY OF THIS ENTIRE AGREEMENT AND THEN SEND THE ENTIRE ORIGINAL AGREEMENT, WITH THE PROPER SIGNATURES AND EDITS, TO:**

**UNITED STATES POSTAL SERVICE  
CUSTOMER AND INDUSTRY MARKETING  
ATTENTION: PCC DMSP (GARY INFANTE)  
475 L'ENFANT PLAZA ROOM 2P736  
WASHINGTON, DC 20260-0736**