



## MAILBOX ADDENDUM

The following are the terms and conditions for use of The Paper Clinic's mailing service including without limitation scanning, forwarding, online management, and other services ("Services") which may be offered by The Paper Clinic to registered members. The Paper Clinic may update the Terms and Conditions ("Terms") without notice. You may access the most recent version of the Terms at any time by visiting [www.ThePaperClinic.com](http://www.ThePaperClinic.com).

1. Compliance with Conditions - These Conditions govern your use of the Services and Website. We reserve the right, from time to time, with or without notice to you, to change these Conditions in our sole and absolute discretion, effective upon the posting of an updated version of these Conditions. By continuing to use the Services, you agree to be bound by the modifications or amendments to these Conditions, including any materials available on the Website that are incorporated by reference herein, including but not limited to our privacy policy. If any change is found to be invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any other changes or the remainder of these terms and conditions. The most current version of the Conditions, which supersedes prior versions, can be reviewed by clicking on the "Terms and Conditions" link on the Website.
2. Types of Mail
  - a. Standard Mail - Letters or packages from any carrier or by any mode of delivery ("Mail"). You must complete United States Postal Service ("USPS") Form 1583, located online or with our receptionist, within 30 days of opening an account. We are unable to make any exceptions, since this regulation comes from the USPS.
  - b. Restricted Delivery Mail - We will not accept restricted delivery Mail on your behalf unless you authorized us to do so on USPS Form 1583 item 5. We can only guarantee acceptance of restricted-delivery or registered Mail or packages when a The Paper Clinic employee is present to receive them. If you have properly filled out USPS Form 1583 item 5, we will sign for any and all restricted delivery Mail that we receive addressed to you.
  - c. COD Mail - Please do not send out postage due, COD (Cash On Delivery), or mail that has not been properly weighed and had postage fully prepaid when using our address as the return address on mail that you ship out. The USPS requires that we pay for all postage due and insufficient postage items with your mailbox addresses listed as the sender, and we will automatically bill any such costs we incur to your account, adding a \$5 service fee. We reserve the right to close down any account that we reasonably feel has been abusing this system or regularly receives an unduly high quantity of postage due, COD, or insufficient postage returned to us that we must pay post on.
3. Mail Forwarding
  - a. Responsibility - All reshipped Mail is considered to be delivered by us, and all of our responsibilities with respect to it terminated, as soon as it is placed in the care of the USPS or another mail-carrying service. Once Mail has been placed in the care of the USPS or another mail-carrying service for reshipment as requested by you, we are not responsible for your Mail, its arrival, or the speed of its delivery. You expressly release The Paper Clinic from all further responsibility or liability with respect to reshipped Mail. You also agree that we are not responsible for Mail that is subject to a change-of-address (COA) order with the U.S. Postal Service. We are not responsible for the U.S. Postal Service's compliance (or non-compliance) with your COA request.
  - b. Undeliverable Mail - If, due to improper addressing, we are unable to determine the recipient of a given piece of Mail and are unable to return the item to the delivering carrier or the sender, we reserve the right to open the item and attempt to determine the intended recipient or sender. If, after opening the item, we remain unable to deliver it to its intended recipient or return it to its



- sender, we will dispose of the item without compensation to anyone claiming to have been the owner. You hereby waive any rights, and release and hold us harmless from any claims, respecting such Mail.
- c. Cash and Checks - You agree that we are not responsible for cash or checks delivered to us or for any monetary instruments once they have been placed into the care of a third-party carrier. You acknowledge that you and your senders send cash and checks through the Mail or via carriers at your and their own risk, and you solely assume that risk. In accordance with United States law, we will not create scanned images of currency.
  - d. International Forwarding - If you request forwarding of Mail across national borders, you acknowledge that compliance with international laws and treaties requires us to open and inspect all packages and all letters that might contain something other than documents before forwarding such items to another country, and you grant us your consent to open any such packages delivered to us in your name. Packages that cannot, in our sole discretion, be shipped without violation of international laws or treaties will not be shipped outside the country in which we received them. For such packages, we are not responsible for taking any action other than holding the package, at your expense, until you should request it forwarded to an address in the country in which we received it.
  - e. Restricted Countries - Due to high fraud risk and/or regulations on exports, we cannot forward mail to the countries of Cuba, Egypt, Ghana, Indonesia, Iran, Iraq, Nigeria, North Korea, Pakistan, Romania, Sudan, Syria, or Vietnam.
4. Your Address at The Paper Clinic
- a. Availability of Address - We will provide you with a mailing address ("Remote Address") at which you will receive Mail using the Services. You acknowledge that we are not liable for changes in the availability of the Remote Address, and your sole recourse other than termination is to notify mailers that your mailing address has changed to a different Remote Address.
  - b. Representation of Address - You agree that in communicating with potential correspondents regarding your Remote Address you will not modify or alter the format of the Remote Address, including but not limited to not omitting the box number (ex. #12345). You agree that we have no responsibility or liability for Mail that is not properly addressed according to the format we provide, to USPS specifications, or consistent with these Terms. You agree that if we notify you that certain mailers are using an incorrect format for the mailing address, you will timely ask such mailers to update their address information. In the event that an unreasonably high percentage of your Mail is improperly addressed to you at your Remote Address, we reserve the right to suspend or terminate your account. You agree not to publish a Remote Address if you are not current in your payments to us. Any time that you list your The Paper Clinic address, you agree to include your box number on the address. Breach of any part of this agreement will result in termination of your account without refund.
5. Mail Services
- a. Scanning - You authorize us to scan the outside of your Mail. However, that you acknowledge we may decline to scan the outside or contents of Mail that in our sole discretion we deem to be obscene, an incitement to hate or violence, or contrary to law. Via E-Mail, you may direct us to perform the following actions: forward Mail to an address you specify, open and scan the internal contents of the Mail envelope, or shred and recycle the Mail envelope and its contents.
  - b. Mail Assignment - You acknowledge that we deliver Mail to accounts; we do not warrant that Mail shall never be mis-assigned to another account and you acknowledge that in such cases we are not liable to the intended recipient and will make our best efforts to notify both the intended recipient



- and the unintended recipient immediately upon discovery of any error, and to remove the item from the unintended recipient's account.
- c. Unauthorized Mail - In the event, however unlikely, that Mail content belonging to a user outside of your account appears in your account, you agree not to request any action with respect to such Mail piece, and immediately notify our customer service by emailing [admin@thepaperclinic.com](mailto:admin@thepaperclinic.com). You further agree not to view, read, copy, print, or otherwise distribute information on or within a piece of unauthorized Mail. You agree that violation of these terms shall expose you to legal liability, both criminal and civil, and monetary damages, as well as termination of your account.
  - d. Downtime and Losses - Because the Services are reliant on human working hours. You agree that we are not liable to you for any losses or damages occasioned by downtime, holidays, or truncated scheduling.
  - e. Junk Mail - You authorize us to discard mail that is sent purely for advertising or mass-marketing purposes, including any items addressed to "occupant" or "current resident," as well as postcards and flyers that are clearly advertisements.
6. Initial Term & Pricing – These are dictated by the original Membership Agreement between you and The Paper Clinic. Additional pricing and rates will be disclosed in the Membership Handbook, current version is always available on our web-site.
7. Termination of Mail Services - You agree that we may at our sole discretion cancel the Services (which may or may not include general Membership) and terminate these Terms for any cause and at any time and without notice, and that we are not obligated to refund any payments already made by you. Cause shall include but not be limited to:
- a. You fail to correctly complete and send in USPS Form 1583 within 30 days of account activation;
  - b. You fail to provide or we are unable to validate correct and accurate contact information;
  - c. You fail to cooperate or provide information in connection with any investigation undertaken by a local, state, or federal authorities, or other governmental agency;
  - d. Your account is unable to be billed;
  - e. We determine that the payment mechanism provided by you is likely being used in a fraudulent manner;
  - f. Your behavior towards our employees or other customers is offensive, abusive, violent, threatening or disruptive; or
  - g. You violate any provision of these Terms
8. Services After Termination - If you elect for us to forward mail when closing your account, we will ship your Mail via economy service to the address you provide in your cancellation request. You also authorize The Paper Clinic to charge your payment card on file for all mail forwarding costs. If at any time The Paper Clinic is unable to charge your payment card, your mail will no longer be forwarded. Also, we will no longer forward any mail once six months have passed from the date of account closure. Any mail sent to your account after this date shall be deemed undeliverable and non-returnable Mail. If you do not elect, on your cancellation form, for us to forward mail, any mail that is currently in your account or that arrives addressed to you in the future will be classified as undeliverable and non-returnable Mail and will be shredded. You waive and release us from compliance with any obligation to forward or re-mail Mail received after your account has been terminated and specifically agree that we have no obligation to forward or re-mail Mail to you except as expressly stated in these Terms. The foregoing is intended to be a written instruction from you to us that your Mail need not be re-mailed to you as otherwise required in the USPS Domestic Mail Manual's conditions for Commercial Mail Receiving Agencies. You also acknowledge that USPS regulations prohibit you from filing a change of address form with the USPS after termination, and that you are prohibited from requesting that we



refuse Mail or return it to sender. You also agree that The Paper Clinic has no obligation to retain customer data after termination.

9. Customer-Returned Mail - If you refuse or fail to accept Mail forwarded from us, you will bear any costs of return shipping and re-processing of the Mail at our facility.
10. License - The Paper Clinic hereby grants you a non-exclusive, non-transferable, worldwide right to use the Services, solely for your own internal business purposes, subject to these Terms. All rights not expressly granted to you are reserved by The Paper Clinic. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services in any way; (ii) modify or make derivative works based upon the Service; or (iii) reverse engineer or access the Services.
11. Fraud - You agree not to use the Services for any illegal purpose. If we in our sole discretion suspect that your contact information or payment method is fraudulent, or if you are attempting to cause us to ship goods to countries that prohibit such shipments or to which the shipment of such goods from the U.S. is unlawful, then we may in our sole discretion immediately terminate your account without refund and turn all related information over to the USPS Office of the Postal Inspector, the U.S. Federal Bureau of Investigation, the applicable State Attorney General or Embassy with jurisdiction, or other local and national law enforcement authorities.
12. Chargeback Disputes - You agree, in conformity with sections 8 and 9 of these terms and conditions, including that "Any and all payments made to The Paper Clinic are nonrefundable," as set forth in section 7, that in no event shall you commence a chargeback dispute with your credit or debit card issuer relative to any payment made to The Paper Clinic for services purchased. You further agree that, in the event a chargeback dispute is filed, The Paper Clinic retains the right to pursue, through all legal channels for the collection of an unpaid debt, the sum of the payment disputed plus chargeback fees incurred and administrative costs related to receiving, processing, and responding to the chargeback.
13. Legal Compliance
  - a. Cooperation - You understand that we cooperate with the USPS Postal Inspection Service and will share any and all information about you and your use of the Services upon its reasonable request. We also comply with valid legal processes, including search warrants, court orders, and subpoenas seeking personal information. We will notify you of any pending legal process unless we are prohibited from doing so by law. These same processes apply to all law-abiding companies. We may share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of use, or as otherwise required by law.
  - b. Service of Process. - Because many jurisdictions permit service of process on the customer of a mail agent by, among other things, hand-delivering such process to the facility of a mail agent such as The Paper Clinic, you acknowledge that service upon you may be effected by such means and you hold us harmless from any and all claims arising out of such attempted service. Where law permits a process server to serve you by mail, we assume no liability should you be deemed to have accepted process as a result of service of process involving us or the Services.
  - c. International Law - You also agree to comply with U.S. laws and the laws of your own country. You will not knowingly use the Services to either receive or send illegal materials or controlled substances. You represent and agree that you will not use or allow the Services to be used for any unlawful, illegal, illegitimate or fraudulent purposes or for any other purpose not in conformity with USPS regulations or other applicable laws, statutes, rules and regulations. If we suspect that the Services have been used for any unlawful, fraudulent, or illegal activities, we may inspect your Mail and we may immediately terminate these Terms and your account. You specifically indemnify us and hold us



harmless from any and all liability, claims, damages, losses or causes of actions arising from such inspection of your Mail or from the release of information regarding you or your use of the Services to any local, state, or national agency or to the USPS, or to a private party whose subpoena you fail to contest as specified by us. Except as provided in these Terms, we will preserve the confidentiality of your Mail's contents with respect to third parties and will not use or disclose information contained in your Mail other than to carry out the purposes for which you disclosed that information.

14. Hold Harmless - You agree to protect, defend, indemnify and hold us harmless from and against any and all claims, causes of action, liabilities, judgments, penalties, losses, costs, damages and expenses (including attorneys' fees and all related costs and expenses of litigation at arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted) suffered or incurred by us, including, without limitation, any claim for personal injury or property damage, arising from: (i) these Terms; (ii) the Services provided to you by us; (iii) your use of the Services including without limitation any copyright infringement claims that could arise from our scanning documents at your request; (iv) the failure of any third party, USPS or any commercial delivery or courier service, to provide delivery or courier services accurately and on time; (v) loss, damage, or destruction of your Mail by any cause whatsoever whether or not attributable to our negligence or intentional act; (vi) any violation by you of any federal, state or local laws, statutes, rules or regulations; and (vii) for the consequences of any attempts of third parties to serve you with legal process through the Services or our facility. For purposes of these Terms, the indemnified parties shall include The Paper Clinic, Inc. and its owners, affiliates, subsidiaries, parents, shareholders, members, successors, assigns, representatives, franchisees, officers, directors, agents, attorneys and employees.
15. YOU AGREE AND ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR ANY DAMAGE TO MAIL OR LOSS OF MAIL BEFORE, DURING, OR AFTER MAILING OR SHIPMENT TO YOU. WE ARE NOT RESPONSIBLE FOR MAIL FOR WHICH THERE IS NO RECORD OF RECEIPT BY US. YOU ACKNOWLEDGE AND AGREE THAT PRICING FOR THE SERVICES DOES NOT INCLUDE CUSTOMS, TAXES, OR FEES AND THAT THE PAPER CLINIC IS NOT A CUSTOMS AGENT OR BROKER. YOU ARE SOLELY RESPONSIBLE FOR THE EXPORT AND IMPORT OF YOUR PACKAGES AND SHIPMENTS. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY AND ALL CUSTOMS, DUTIES, TARIFFS, TAXES, OR OTHER CHARGES OR FEES OF ANY NATURE RELATING TO THE SHIPMENT OF MAIL TO YOU. ANY ADDITIONAL INSURANCE IN EXCESS OF THE STANDARD AMOUNT INSURED BY CARRIERS MUST BE AUTHORIZED AND PAID IN ADVANCE BY YOU.
16. YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES (WHETHER EXPRESSED OR IMPLIED). ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS, MERCHANTABILITY, CORRECTNESS, COMPLETENESS, CURRENCY, OR OTHERWISE ARE DISCLAIMED. ALL SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT OR THE SERVICES ARE HEREBY EXCLUDED, TO THE FULL EXTENT PERMITTED BY LAW. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR ANY OTHER CAUSE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET ANY OF YOUR EXPECTATIONS OR REQUIREMENTS NOR THAT THE SERVICES ARE PROVIDED SECURELY OR WITHOUT ERRORS. THE SERVICES ARE PROVIDED ON AN "AS AVAILABLE" BASIS AND WE MAKE NO WARRANTIES THAT THE SERVICES WILL BE TIMELY, AVAILABLE AT ALL TIMES, OR FOR A PARTICULAR PERIOD OF TIME WITHOUT INTERRUPTIONS. CUSTOMER USE AND OPERATION OF THE SERVICES OR THE WEBSITE OWNED OR CONTROLLED BY US IS AT CUSTOMER'S SOLE DISCRETION AND RISK. WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE RESULTING TO CUSTOMER OR ITS COMPUTER SYSTEMS THAT RESULTS FROM THE USE OF THE WEBSITE.
17. WE SHALL NOT BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY NEGLIGENT ACTS OR OMISSIONS IN COMPILING, COLLECTING,



PROCESSING, COMMUNICATING OR DELIVERING MAIL OR HANDLING PHYSICAL OR DIGITAL DOCUMENTS, DIRECTLY OR INDIRECTLY. YOU AGREE AND ACKNOWLEDGE THAT THE TOTAL AMOUNT OF OUR LIABILITY, IF ANY, FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES OR JUDGMENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES SHALL NOT EXCEED \$100.00 WITHOUT REGARD TO THE NATURE OF THE CLAIM, LOSSES OR DAMAGES INCURRED. WE SHALL NOT BE LIABLE FOR ANY OTHER LOSS, CLAIM, DAMAGE OR INJURY ARISING OUT OF, RELATED TO, OR IN ANY CONNECTED WITH THIS AGREEMENT OR THE PROVISION OF ANY SERVICES PURSUANT TO THIS AGREEMENT.

18. Representations and Warranties - Each party represents and warrants that it has the legal power and authority to enter into these Terms. The Paper Clinic represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Services and that your billing information is correct, and that you are not accessing and have not accessed the Services to commit illegal acts. You acknowledge that your breach of these representations and warranties shall entitle us to injunctive relief (monetary damages not being sufficient remedy), as well as available monetary damages and our attorneys' fees and costs.
19. Governing Law and Jurisdiction - These Terms and the Privacy Policy will be governed by and in accordance with the laws of the State of Florida, which are intended to supersede any choice of laws or rules which might otherwise be applicable. You consent to the venue and jurisdiction of the courts of the State of Florida, whether federal, state, or local with respect to any actions that may arise out of, or relate to, these Terms or the Services. You acknowledge and agree that you are establishing minimum contacts with the State of Florida for purposes of asserting personal jurisdiction over you for any claims arising from these Terms, the Services, or the relationship created between you and us by these Terms. You further agree that service of process on you via mail sent to your The Paper Clinic account will be considered adequate and provides you with sufficient notice of the pendency of any claim. If we prevail in any action to enforce these Terms or any cause of action arising out of these Terms or services delivered pursuant to it, you will pay us our reasonable attorneys' fees and costs and, if applicable, an additional penalty equal to the costs of collection of amounts owed to us. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.
20. Severability - In the event that any provision or modification of these Terms shall be deemed to be illegal, invalid or otherwise unenforceable, such provision shall be considered deleted from these Terms, but all other provisions of these Terms and the remaining portion of any provision which is deemed to be illegal, invalid or unenforceable in part shall continue in full force and effect.
21. Contact Us - Any questions or concerns regarding these terms or any other aspect of our services should be directed to our helpdesk. Our mailing address is: The Paper Clinic, 7341 Office Park Place, Suite 202, Melbourne, FL 32940, 321-482-1081
22. In witness of the agreement of the parties hereto, this agreement is signed by a duly authorized officer of The Paper Clinic and by the Member as of \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

X

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Desire' Stewart  
Manager of The Paper Clinic

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Member