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# Terms of Use

January 4, 2011 By [Send Certified Mail](#) ([Edit](#))

## **TERMS OF USE END USER SERVICE AGREEMENT**

Welcome to Send-Certified-Mail (the “Site”) which is operated by Certified Mail Envelopes, Inc. the site is a servicemark and business name owned and operated by Certified Mail Envelopes, Inc. Any information provided by you is being provided to Certified Mail Envelopes, Inc and is subject to our [Privacy Policy](#) (which you may review by clicking on “Privacy Policy”). You may have transitioned to this site from Google, Yahoo, Bing, Certified Mail Envelopes or the United States Postal Service website or any other third party’s web site and any information you provided while on that site will be governed by their privacy policy. Our End User Agreement (the “Agreement”) between you and Certified Mail Envelopes, Inc governs your access to and purchase of products and services from this site and Certified Mail Envelopes, Inc (this Agreement uses the terms “Certified Mail Envelopes, Inc” and “the Site” interchangeably and the use of one term shall be considered to encompass the other as well). By establishing an account with a user name and password, you agree, on your own behalf and on behalf of any entity which you might represent, to accept and be bound by the terms and conditions of this Agreement. Your use of the Site and any purchase of products or services, now or in the future, indicates your continued acceptance of this Agreement. You agree that the electronic acceptance of this Agreement is intended to have the same force and effect as if this Agreement were physically signed. In addition, when using particular Certified Mail Envelopes, Inc services, you are subject to any posted guidelines or rules applicable to such services. All such guidelines and rules applicable to such services are hereby incorporated by reference in this Agreement.

## **DESCRIPTION OF LETTER MAILING SERVICES**

The Send Certified Mail service has been designed and developed to meet the needs of USPS Certified Mail and business class postal mailers using a Internet Web interface. It allows mailings to be quickly and easily created online and then submitted to be printed and mailed by the Site.

## **PRIVACY**

Your privacy is very important to us at Send Certified Mail and Certified Mail Envelopes, Inc. Our Privacy Policy is our commitment to safeguarding your privacy and governs the use of information

collected from you or provided by you while on the Site. Please review our Privacy Notice to understand our practices.

### **ELECTRONIC COMMUNICATIONS**

When you visit the Site or send e-mails to us, you are communicating with us electronically and by doing so you consent to receive related communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. We may amend this Agreement without notice to you by posting the changes on the Site and these changes will be effective when posted. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **USER ELIGIBILITY**

This Site is available only to persons over the age of 18 who can form legally binding agreement(s) under applicable law. If you do not qualify, you are not permitted to use the Site or order product or services from Certified Mail Envelopes, Inc. We may refuse any or all of our services to anyone at any time, in our sole discretion.

### **LICENSE AND SITE ACCESS**

Send Certified Mail and Certified Mail Envelopes, Inc grants you a non-exclusive, non-sub licensable, revocable, non-transferable, limited right to license, to access the Site and it to create, print and have placed in the United States Mail or with other delivery providers based upon the intended destination of such printed materials ("Printed Material") in accordance with the terms of this Agreement. Any rights not expressly granted to you by this Agreement are reserved to Certified Mail Envelopes, Inc.

### **PROPRIETARY RIGHTS**

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### **USE OF OUR SITE**

Send Certified Mail and Certified Mail Envelopes, Inc will not read or disclose to third parties private

postal or electronic communications that are transmitted using Certified Mail Envelopes, Inc services except as required to operate the service or as otherwise authorized by law.

### **RETURN ADDRESS ON PRINTED MATERIAL**

We consider your mailing lists and letter documents to be your private information. All document and list files you submit will be used solely for the production of your mailings. Electronic information submitted by you is securely stored only for the time specified in our Terms of Service after such time data is purged from our system.

### **YOUR CONTENT**

All information, data, text, software, photographs, graphics, messages or other materials (“Content”) you upload, post, or create using the Site is solely your responsibility. Certified Mail Envelopes, Inc will routinely retain the Content for at least seven (7) years and will use such content in accordance with this Agreement and the Certified Mail Envelopes, Inc Privacy Policy. You must evaluate and bear all risks associated with the use of any of your Content and mailing of your Printed Material. We will not routinely screen or review text or graphics before printing and mailing Printed Material. We cannot nor do we try to control the content of Printed Material created on the Site. You are solely responsible for and assume all liability arising from all Printed Material that you and any other person using your Login or User ID and Password to print and mail using the Site. You represent and warrant to Send Certified Mail - Certified Mail Envelopes, Inc that: (i) you and your authorized users have the full right, power, and authority to perform any function with relation to the Content (including without limitation uploading, posting, reproducing, distributing, publicly displaying and making derivative works from the Content) that you or they perform using Certified Mail Envelopes, Inc services; and (ii) your use and the use by your authorized users of the Content does not and will not infringe any copyright or right of privacy, violate any statutory or common law right; interfere with any intellectual property or other proprietary rights of any third party; contain any matter that is libelous or otherwise in contravention of law; or harm a minor in any way. If a third party notifies us of a problem, or if we become aware of a problem with any Printed Material, we may review the Printed Material and take any action with respect to the Printed Material that we deem necessary in our sole discretion, including, but not limited to, refusing to mail any Printed Material. The fact that we may review Printed Material and allow it to be mailed does not mean that: (1) we will always review Printed Material, even if informed of a problem; (2) we approve or endorse the contents, (3) the content complies with all applicable laws, or (4) you will not incur any liability or harm arising from the Printed Material.

### **YOUR INFORMATION**

All information you provide to us about yourself during the registration process or through any other feature on the Site will be referred to as “Your Information.” Certified Mail Envelopes, Inc will only use Your Information in accordance with our Privacy Policy. We act merely as a passive conduit for your online design, creation, printing, and mailing of your Content, in reliance on your representations and warranties in this Agreement. You authorize Certified Mail Envelopes, Inc and its vendors and contractors to cooperate with the U.S. Postal Service and any U.S. or non-U.S. law enforcement or governmental agency, which cooperation includes but is not limited to, Certified Mail Envelopes, Inc voluntarily disclosing (i.e. without being subject to a lawful order to disclose) to the U.S. Postal Service, and any U.S. or non-U.S. law enforcement and/or governmental agency any or all of Your Information and your Content.

### **COMPLIANCE WITH LAWS**

When you use the Site in any way, such as creating, printing and mailing Printed Material, you will comply at all times with all applicable United States Federal, state and local laws, statutes, regulations, rulings and ordinances and will not take any action that harms or violates the rights of any person or entity. If you mail Printed Material outside the United States, you will comply with the laws of the country to which such Printed Material is mailed. Certified Mail Envelopes, Inc and the Site are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export any software or information to countries or persons prohibited under the United States or other applicable export control laws or regulations.

### **INDEMNIFICATION**

You will indemnify and hold Certified Mail Envelopes, Inc, and its subsidiaries, affiliates, officers, shareholders, employees, agents, printers, contractors, vendors, co-branders, suppliers, internet service providers, and partners harmless from any loss, cost, claim, demand or other harm of any kind, including reasonable attorneys' fees, due to or arising out of Your Information, your Content, your Printed Material, your use of this Site, the use of this Site by any person who uses this Site while logged on under your user name and password, your default under any provision in this Agreement, your violation of any laws and your violation of any rights of another person.

### **PAYMENT AND CREDIT**

To use Send Certified Mail and Certified Mail Envelopes, Inc services you must provide payment through your debit or bank card, PayPal, check, bank wire, money order, promotional voucher, or other means which may be made available by Certified Mail Envelopes, Inc. We reserve the right to stop accepting debit or credit cards from one or more issuers at any time. Certified Mail Envelopes, Inc sells service credits which are purchased by you (or an Administrator of a Business Account) from your Send Certified Mailuser account to purchase our products and services. All of our products and services require pre-payment if full (Funds Available) prior to printing and mailing letters or mailings. If your account is not sufficiently funded, we cannot mail your letters and will not advance USPS postage or USPS Special Service fees.

### **TERMINATION**

Certified Mail Envelopes, Inc, in its sole discretion without notice to you, may: (1) terminate your access to the Site or your use of any feature of the Site, (2) remove and discard any of Your Information and your Content stored on the Site, or (3) refuse to mail any Printed Material and (4) terminate the Site, or any feature on the Site. Certified Mail Envelopes, Inc will not be liable to you or any third-party for any suspension or termination of your access to the Site or your Content.

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### **ARBITRATION**

Any dispute relating in any way to your visit to the Site or to any Printed Material shall be submitted to confidential, binding arbitration in Osceola County, Florida, except that, to the extent you have in any manner violated or threatened to violate Certified Mail Envelopes, Inc's intellectual property rights, Certified Mail Envelopes, Inc may seek injunctive or other appropriate relief in any state or federal court

in the State of Florida, and you consent to exclusive jurisdiction of and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. You agree that any claim or cause of action arising out of or related to your use of the Site must be filed within one (6) months after such use.

## **SURVIVAL**

All provisions of this Agreement which expressly or by implication continue to govern the parties' rights and obligations after termination of use of the Site shall survive notwithstanding completion of any transaction in connection with which the Site is used.

## **GENERAL**

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. The failure of Certified Mail Envelopes, Inc to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Certified Mail Envelopes, Inc in writing. This Agreement comprises the entire agreement between you and Certified Mail Envelopes, Inc and supersedes all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained herein. Your use of the Site, however, is subject to the additional disclaimers and caveats that may appear throughout the Site.

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