

## DakotaPost Mail Forwarding Terms and Conditions

The undersigned has submitted a Mail Forwarding Agreement form to Alternative Resources, LLC dba DakotaPost ("DakotaPost"), whereby the undersigned requests from DakotaPost those services chosen by the undersigned on the Mail Forwarding Agreement form, and whereby DakotaPost will agree to provide such services to the undersigned, subject to these Terms and Conditions (together with the Mail Forwarding Agreement, herein sometimes collectively referred to as "Agreement") Accordingly, the undersigned hereby agrees:

1. **Payment and Deposit Account.** The undersigned acknowledges and agrees that all payments to DakotaPost must be made in a timely manner. The undersigned agrees to maintain with DakotaPost a deposit account, which DakotaPost may use to pay for postage expenses, scanning fees, contract renewal fees and other fees associated with this Agreement. The undersigned agrees to provide to DakotaPost current debit/credit card information, which may be used by DakotaPost to renew the term of the undersigned's contract, to replenish the undersigned's deposit account, and for charges authorized by the undersigned in connection with this Agreement. The undersigned acknowledges and agrees it is the undersigned's obligation to update DakotaPost with any changes to the undersigned's debit/credit card information. If the undersigned fails to pay any past due amount owed to DakotaPost for a period exceeding thirty (30) days, DakotaPost may discontinue service and direct any of the undersigned's mail to be immediately returned to the sending party.

2. **Amendment/Termination.** The undersigned agrees DakotaPost expressly reserves the right to amend or terminate the Mail Forwarding Agreement and these Terms and Conditions upon thirty (30) days' prior written notice.

3. **USPS Regulatory Compliance.** By entering into this Agreement and providing to DakotaPost a completed Form 1583, the undersigned acknowledges that DakotaPost will act as a Commercial Mail Receiving Agent (CMRA) which requires compliance with federal postal regulations applicable to the operation of a CMRA. The undersigned acknowledges and agrees that USPS regulations will prevent the undersigned from submitting with the USPS a "Change of Address" from Personal Mail Box addresses. Short-Term Contract subscribers will submit a "Temporary Change of Address" with the USPS and agree to not give out DakotaPost's mail forwarding address. At the end of the short-term contract, subscriber will cancel the temporary forwarding order to prevent additional mail from being delivered to DakotaPost. During the term of the Agreement and following termination, DakotaPost assumes no obligation to inform any sender of the undersigned's mailing address. Additionally, the undersigned acknowledges that USPS regulations require DakotaPost to continue to accept and re-send the undersigned's mail for a period of six (6) months following the termination of this Agreement, and the undersigned agrees that such continuation of services will be at the sole cost and expense of the undersigned. On or before the termination date of this Agreement, the undersigned agrees to provide a forwarding address to DakotaPost, and the undersigned agrees to continue to make payments to cover the expense of such continued service for the duration of the required continuation period. **THE UNDERSIGNED AGREES THAT IF NO PAYMENT IS PROVIDED DURING THE SIX (6) MONTH CONTINUATION OF SERVICES, NO MAIL RECEIVED BY DAKOTAPOST WILL BE FORWARDED.** If the undersigned makes payment to DakotaPost which exceeds the costs of continuing to provide mail forwarding, such amounts will be refunded to the undersigned.

4. **Early Cancellation.** If, for any reason, the undersigned terminates this Agreement with DakotaPost prior to the natural termination of the Agreement, the undersigned agrees that DakotaPost will not be liable to refund any amount for unused services, and the undersigned hereby waives any right or claim to any amounts paid to DakotaPost.

PMB# \_\_\_\_\_

5. **Illegal Activities.** The undersigned agrees it will not use any service provided by DakotaPost in any manner that violates any law, regulation ordinance, or any decree of a governmental authority, or for any otherwise unlawful or fraudulent purposes.

6. **Confidentiality of Personal Information.** DakotaPost agrees the undersigned's personal information, as defined hereunder, may be used by DakotaPost, only in connection with the services designated by the undersigned on the Mail Forwarding Agreement. DakotaPost will use commercially reasonable, best efforts to prevent any disclosure of the undersigned's personal information to unaffiliated third-parties. The undersigned acknowledges and agrees that in the event DakotaPost is legally required to provide personal information to a third-party, DakotaPost may provide such information as required by law. The undersigned acknowledges and agrees that if the undersigned engages in Illegal Activities, DakotaPost may provide personal information to law enforcement authorities. For purposes of the Agreement, personal information means any information provided by the undersigned to DakotaPost for the purposes of obtaining mail forwarding or other services from DakotaPost, and if the undersigned subscribes to Virtual Mailbox or Scanning services requiring the scanning of mail, any information contained in scanned pieces of mail.

7. **Entire Agreement.** The Mail Forwarding Agreement and these Terms and Conditions together constitute an entire agreement of the parties, and may only be amended or superseded by a writing signed by the parties hereto or otherwise in accordance with these Terms and Conditions.

8. **Release.** The undersigned releases DakotaPost, its affiliates, agents, employees, successors and assigns from any liability for loss or destruction of mail to the fullest extent allowable by law, unless such loss was caused by the gross negligence of DakotaPost's employees or agents.

9. **Virtual Mailbox or Scanning Requests.** If the undersigned requests the Virtual Mailbox or Scanning services on the Mail Forwarding Agreement form, the undersigned acknowledges DakotaPost will create a digital image of the exterior of the undersigned's mail. These images will be sent via electronic mail to the undersigned, and if directed by the undersigned, DakotaPost will open designated items of mail, create scanned images of the mail's contents, and provide these scanned images to the undersigned. The undersigned acknowledges the contents of the mail scanned by DakotaPost may contain sensitive information, and further, the undersigned expressly consents to the disclosure of sensitive information to DakotaPost. The undersigned agrees to hold harmless and release DakotaPost from any and all damages or liability that may result from providing the services described herein, except where such damages are the result of the gross negligence of DakotaPost's employees or agents. For purposes of this Section, sensitive information means the contents of mail, which may include, but is not limited to medical records, financial information, confidential commercial information, social security numbers, dates of birth, information that may otherwise be protected by legal privilege, and any information of the character that may give rise to a reasonable expectation of privacy or confidentiality.

I, the undersigned, by submitting the Mail Forwarding Agreement and executing Terms and Conditions hereby declare that I have read, understand and agree to all of the above terms and conditions.

FirstLastName(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

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