

United States Postal Service®

## **BUSINESS CUSTOMER GATEWAY – NEW ONLINE AGREEMENT NOTIFICATION**

From Business Mail Entry and Payment Technologies

August 13, 2010

**Notice to the Mailing Industry:** The USPS has revised the online agreement which is entered into between the United States Postal Service® and a company who engages with the Postal Service through the Business Customer Gateway online services. On November 1 2010, the new agreement becomes effective. The agreement must be accepted by the existing the Business Services Business (BSA), the participant representing the company. The revised agreement is provided herein as a reference before it will become effective in November.

The BSA's primary responsibilities includes, managing company profile information, activating and deactivating company-affiliated users' logon IDs, granting the appropriate access levels at locations for services and establishing where permits and Mailer IDs are to be linked. In the November 2010 release, the system will begin sending important updates and notices to the BSA and users of the new Verification Assessment Evaluator (VAE) service. Refer to the [User Access to Electronic Mailing Information Reports Guide, Volume I](#) for detailed information about the Gateway services and the BSA role and [A Guide to Intelligent Mail for Letters and Flats](#) for the VAE Role.

### **Important Dates:**

- August 13, 2010 - New agreement posted on RIBBs for an industry review.
- November 1, 2010 - New agreement becomes effective.
- Nov 1 through Dec 15, 2010 – The 45-day reacceptance period comes online. The window enables flexibility and a grace period for the existing BSA to reaccept and resume the BSA role. A company can appoint a new BSA if desired or BSA is no longer with the company. To change the BSA during the reacceptance period, the company must request that the BSA role be revoked by contacting the *PostalOne!* Help Desk at 800-522-9085. A new BSA can assume the role by accepting the online agreement.
- December 15, 2010 - The system will automatically revoke the access of users for the service and location combinations where the BSA has not accepted the new online agreement.

**The 45-day Reacceptance Period:** During the reacceptance period from Nov 1 through Dec 15, 2010, a New BSA Agreement link will display on the BSA user's Business Customer Gateway homepage, where the reacceptance can be performed for all service and location combinations that the existing BSA has privileges. A pop-up reminder to reaccept the agreement will also display during the reacceptance period.

**Access Revocation:** Upon the end of the reacceptance period, the system will automatically revoke the access of the users for service and location combinations where the BSA has not accepted the New BSA Agreement. To ensure uninterrupted Gateway service, the USPS will monitor the reacceptance rate and contact companies that are at risk because no BSA reacceptance has occurred.

FOR FURTHER INFORMATION CONTACT: Josefina Cabatu, 202-268-6120

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This Agreement entered into between the United States Postal Service® (“Postal Service” or “USPS”) and Participant describes the terms and conditions pertaining to the Participant’s participation in and use of Postal Service computer systems as described and authorized by the USPS. These terms and conditions are subordinate to, and do not supersede, any provisions of the Domestic Mail Manual (DMM®) or any other regulations or rulings of the USPS applicable to mail presented pursuant to this Agreement or any other service agreement Participant has with the Postal Service.

**WHEREAS**, the USPS provides computer systems to a company for the submission of electronic files,

**WHEREAS**, Participant may designate representative(s) of such company who desires and enables its Users to access USPS computer systems.

**NOW, THEREFORE**, the USPS and the Participant agree as follows:

### **Section 1 GENERAL**

**1.1 Document Standards:** All documents, or data representing those documents as defined in system technical guides, shall be transmitted in accordance with the standards adopted or set forth by the USPS.

**1.2 System Operations:** Participant, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit and receive documents effectively and reliably. Participant shall bear all expenses associated with transmission data to USPS. Participant will be responsible for ensuring that its transmissions comply with the appropriate file standards and transmission protocols established by the USPS as described in system technical guides. The USPS assumes no liability related to Participant’s use or the accuracy of mobile devices or equipment.

**1.3 Proper Receipt:** Documents transmitted by Participant shall not have been properly received, and no document shall give rise to any obligation, until accessible by the USPS. Accessibility shall be demonstrated by documentation received by USPS computer systems.

**1.4 Verification:** Upon proper receipt of any document, the USPS shall make available the status of the received document through USPS computer systems, and this shall constitute evidence that the document was properly received.

**1.5 Contingency:** In the event of a USPS system or telecommunications network failure preventing Participant from transmitting (as communicated by USPS unscheduled outage notifications) or the Postal Service from receiving and verifying receipt of documentation under these terms and conditions, Participant shall submit hardcopy documentation of the mailings

pursuant to the applicable requirements of the DMM and other USPS regulations or such other local process that may have been defined and approved by the USPS for the Participant's use.

**1.6 Security Procedures:** At all times, Participant shall maintain, (a) appropriate security controls to restrict access to the hardware and software (including the server and workstations) used in connection with accessing any USPS computer system, (b) personnel and management policies sufficient to provide reasonable assurance of the trustworthiness and competence of its employees, contractors, agents, assigns, or other mail service providers and the satisfactory performance of their duties in accordance with all applicable laws, rules and regulations, and (c) appropriate computer and network security controls, including the use of reasonable security procedures which are sufficient to ensure that documents, notices and other information that are electronically created, communicated, processed, stored, retained, or retrieved are authentic, accurate, reliable, complete and confidential, and that business records and data are protected from improper access. Any access to or use of the USPS hardware and software that is inconsistent with the terms of this Agreement is unauthorized and strictly prohibited. Participant agrees that the USPS shall not be liable for any security breaches occurring on the Internet.

**1.7** Participant agrees to access and use USPS computer systems only in strict compliance with all applicable laws, rulings and regulations in accordance with use and access to U.S. Government computer systems. Unauthorized access or use of this system may subject violators to administrative action, civil, and/or criminal prosecution under the United States Criminal Code (Title 18 U.S.C. § 1030). All information on this computer system may be monitored, intercepted, recorded, read, copied, or captured and disclosed by and to authorized personnel for official purposes, including criminal prosecution. For security purposes, the USPS may employ software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Anyone using USPS computer systems expressly consents to such monitoring and is advised that if such monitoring reveals evidence of possible abuse or criminal activity, such evidence may be provided to appropriate law enforcement officials.

## **Section 2 TRANSACTION TERMS**

**2.1 Terms and Conditions:** Any permitted access to a USPS computer system pursuant to these terms and conditions shall be subject to all applicable rules, regulations, and orders of the USPS, including any future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any permitted access to a USPS system, provided that if any USPS rule, regulation, or order designates a paper or written form, then data files the Participant transmits specifically through the USPS system under this Agreement shall satisfy the requirement of such provision.

**2.2 Confidentiality:** Participant acknowledges that there are inherent risks in the electronic transmission of data. The USPS will not be liable for its unauthorized access, disclosure or dissemination of Participant's information, unless the information is provided based upon the gross negligence of the USPS.

**2.3 Validity: Enforceability:** Any document transmitted pursuant to these terms and conditions shall be considered a writing deemed for all purposes (a) to have been signed by Participant and (b) to constitute an original when printed from electronic files or records established and maintained in the normal course of business.

**2.4 Liability Acceptance:** The receipt by the USPS of the electronic mailing information used to generate a postage statement facsimile certifies the sender's acceptance of liability for, and agreement to pay, any revenue deficiencies assessed on this mailing, subject to appeal. If an agent sends the electronic information, the agent certifies that he or she is authorized to do so on behalf of the mailer owner, and that the mailer owner is bound by the certification and agrees to pay any deficiencies. Agents of the Participants, in addition to their Participant principals, may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control.

**2.5 Participant Certification:** Participant hereby certifies that: all information furnished in electronic transmissions will be accurate, truthful, and complete; the mail and the supporting electronic documentation comply with all postal standards and that the mailing qualifies for the rates and fees claimed; and does not contain any matter prohibited by law or postal regulation. Participant acknowledges that anyone who furnishes false or misleading electronic information or who omits information required to produce an accurate electronic postage statement may be subject to criminal and/or civil penalties, including fines and imprisonment.

**2.6 Contest Validity:** USPS and Participant will not contest the validity or enforceability of documents transmitted pursuant to these terms and conditions under any applicable law relating to agreements in writing or signed by the party to be bound thereby. Transmitted documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. USPS and Participant will not contest the admissibility of copies of documents on the basis that they were not originated or maintained in documentary form.

**2.7 Signature:** Participant agrees that transmissions of files and documents to Postal Service computer system(s), originating from Participant's computer system(s) and identified as Participant's through the use of electronic signatures, digital certificates, passwords, printed signatures in computer generated statements or other means that USPS adopts to uniquely identify the Participant, shall be sufficient to verify that Participant originated the document and that the document is valid, accurate, and binding upon the Participant.

**2.8 Monitoring:** USPS reserves the right to monitor computer network traffic to identify unauthorized attempts to access, upload, or change information, or otherwise cause damage.

### **Section 3 USPS OBLIGATIONS**

**3.1 Grant Access:** USPS will grant access to and use of a USPS system to a Participant who requests access to said USPS computer system, after acceptance of the Terms and Conditions, and after completion of the USPS approval process.

**3.2 Deny Access:** USPS retains the right to deny access to a Participant if the Participant has breached any obligations including, but not limited to, those set forth in Section 4.

**3.3 Breach History:** USPS may deny access to a Participant if the Participant has a history of breaching security on other USPS information systems.

**3.4 Participants' List:** USPS will maintain a list of Participants that have access or enabled its Users to access USPS computer systems.

**3.5 Business Services Administrator (BSA):** USPS shall consider the Verification Assessment Evaluator (VAE) BSA and their approved users as the key contacts for a Business Location of the VAE Service and will send electronic notifications regarding the service for which they are responsible to pay additional postage or request reconciliation.

## **Section 4 PARTICIPANT OBLIGATIONS**

Participant will take the following measures to ensure that USPS information, communications, and systems are protected:

**4.1 Responsibility and Privacy Act:** Participant will ensure that its Users use the USPS system responsibly and Participant will provide its Users with copies of the User Responsibility Agreement Statement and the Privacy Act Statement.

**4.2 Restrict Access:** Participant will ensure that access to the USPS computer system is restricted to only those Users who require access to the system in the performance of their duties and who have complied with Section 4.1.

**4.3 Security Violations:** If the Participant learns of any breach of security, misuse of passwords, unauthorized access, or violation of security procedures by any of its Users, Participant shall provide written or electronic notification to the Customer Care Center to be received within 48 hours.

**4.4 User List:** Participant will maintain a current list of Users, which Participant has authorized, with access to the system (each a "User"). This list will include each User's logon ID.

**4.5 Unauthorized Attempt:** Participant is responsible for any User who has access to a USPS computer system, and for any unauthorized attempts to upload or change information, or otherwise cause damage to USPS. Should any User employed by, or acting on behalf of, Participant engage in such acts, Participant is subject to the penalties set forth in Section 5.

**4.6 Business Service Administrator (BSA):** Participant will appoint a Business Service Administrator to administer its Users access and use of the USPS computer system.

**4.7 Business Service Administrator Responsibility:** Appointed Business Service Administrator will: (a) be responsible for activating and deactivating its Users' logon IDs; (b) be responsible for assigning the appropriate access levels to its Users of participant sites; a site is defined as a unique computer system communicating information in an electronic data exchange with a USPS computer system regardless of geographic location. and (c) agrees to receive updates and notifications in writing or by electronic means regarding the service for which the Participant has a BSA.

**4.8 Business Service Administrator Obligations:** Business Service Administrator will advise its Users of their obligations under these terms and conditions.

**4.9 Personnel Change Business Service Administrator:** Participant shall notify the Customer Care Center in writing or via email within 48 hours when a Business Service Administrator leaves the employment of Participant. If Participant fails to notify the Customer Care Center, Participant is liable for any loss sustained by the USPS and any other third parties resulting from the Participant's failure to submit such notification.

**4.10 Electronic Information:** Participant must transmit its mailing data to USPS in accordance with the rules set forth for deposit of mailing in an acceptance unit.

**4.11 Additional Participant Site:** Each Participant site requesting access to the USPS system must apply to the USPS for access and be authorized by Participant.

## **Section 5 PARTICIPANT LIABILITY**

If Participant fails to comply with the provisions in Section 4, other portions of these terms and conditions, or applicable statutes or regulations, Participant will be subject to the following:

- 5.1** Access Terminated: Participant may be immediately denied access to the USPS system
- 5.2** Indemnity: Participant shall reimburse, indemnify, and otherwise make USPS whole for any damages caused by Participant or any of Participant's employees, agents or assignees
- 5.3** Other: Any appropriate criminal, civil, or administrative remedies.

## **Section 6 GENERAL TERMS AND CONDITIONS**

- 6.1** Termination: These terms and conditions shall become effective upon Participant's acknowledgement, by clickthrough and submission of the agreement and which shall remain in effect until terminated by either party with not less than 15 days prior written notice, which notice shall specify the effective date of termination.
- 6.2** Severability: Any provision of these terms and conditions that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 6.3** Entire Agreement: These terms and conditions constitute the complete agreement of the parties relating to the system and supersede all prior representations or agreements, whether oral or written, with respect to the matters contained herein. No oral modifications or waiver of any of the provisions of this Agreement shall be binding on either party. These terms and conditions are for the benefit of, and shall be binding upon, the parties and their respective successors and assigns. In the event of any conflict between the terms of these terms and conditions and the rules, regulations, or orders of the USPS, the rules, regulations, or orders of the USPS will control.
- 6.4** Force Majeure: Neither Participant or USPS shall be liable to the other party for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents Participant or USPS from transmitting or receiving any Documents.
- 6.5** Limitation of Damages: Except as otherwise expressly provided under the Federal Tort Claims Act (28 U.S.C. §§ 2671 et. seq.), USPS shall not be liable for any damages arising out of, or as a result of any delay, omissions or errors in the electronic transmission or receipt of any Documents pursuant to this Agreement.
- 6.6** Addendum: A copy of these terms and conditions must be attached as an addendum to any authorized Postage Payment System Agreement.
- 6.7** Program Administration: These terms and conditions may only be amended by a writing signed by both parties. Any requests for modification of the terms of these terms and conditions shall be made to the USPS Office of Business Mail Entry and Payment Technologies.

## **Section 7 PRIVACY STATEMENT**

Privacy Statement: The collection of this information is authorized by 39 U.S.C. 401 and Public Law 100-235, Computer Security Act of 1987. This information will be used to assign computer

logon IDs by which access to data and/or files on a computer systems is limited to authorized persons through the use of a computer security access control products. As a routine use, this information may be disclosed to a congressional office at your request; to OMB for review of private relief legislation; to labor organizations as required by statute; where pertinent, in a legal proceeding to which the USPS is a party; to an appropriate law enforcement agency for investigative or prosecutorial purposes; to a government agency where relevant to hiring, contracting or licensing decision by the requesting agency; to an expert or consultant under contract with USPS to fulfill an agency function; to Federal Records Center for storage; to the Equal Employment Opportunity Commission for investigating a formal EEO complaint filed against the USPS under 29 CFR 1613; and to Merit Systems Protection Board or Office of Special Counsel for proceedings involving possible prohibited personnel practices. Completion of this form is voluntary; however, if this information is not provided, you may not be granted a computer logon ID.

### **Section 8 USER RESPONSIBILITY STATEMENT**

User Responsibility Agreement Statement: I am responsible for the logon/logoff, all actions pertaining to the use of my assigned logon ID, and will not provide my logon ID to another person. Access to computer data or files not authorized to me is prohibited. My logon ID may be suspended indefinitely if I violate security procedures. Misuse of a USPS computer system may result in disciplinary action and/or criminal prosecution. I understand that any detected misuse of a computer system will be reported to the U.S. Postal Inspection Service. The Postal Service reserves the right to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. The Privacy Statement has been read before signing this Agreement.

### **Section 9 EXECUTION**

(Execution is via an online acceptance in the Gateway)

I certify that I have read and understand the foregoing.