

# Mail Service Agreement

## St. Brendan's Isle, Inc.

3-1-08

### 1. St. Brendan's Isle, Inc.

This agreement is made and entered into between St. Brendan's Isle, Inc., referred to as "St. Brendan's Isle", "SBI," "we", "us", a Florida Corporation, and the Customer under the terms and conditions set forth in this Mail Service Agreement. St. Brendan's Isle, Inc., operates under the names of St. Brendan's Isle and the RVMCA Mail Service. The term "Customer" means, you and all names listed as "Authorized to Receive Mail" at your account. If you are representing an organization, you warrant that you have authority to enter into this agreement on behalf of said organization.

### 2. Mail Service Agreement.

This Mail Service Agreement stipulates the conditions of use for the services provided by St. Brendan's Isle. From time to time this Agreement may be changed at our sole discretion. You may view the most current version on our website at [www.sbimailservice.com](http://www.sbimailservice.com) or by contacting our office where we will mail you the most current agreement.

### 3. Definitions

**Mail:** As it relates to the US Postal Service and the Postal Form 1583 the term "Mail" means letters, flats, and packages, including parcels delivered by the US Postal Service. For the purposes of this Agreement the term Mail also refers to envelopes, packages and or boxes delivered by other couriers such as, but not limited to Fed Ex, UPS and DHL etc.

**Restricted Delivery:** Mail sent via the USPS that can only be delivered if signed for by the addressee. As a licensed Commercial Mail Receiving Agent you may authorize St. Brendan's Isle to sign as your Agent by placing your signature in the appropriate block of the PS Form 1583.

**Postage Due:** SBI will not accept "postage due" or COD Mail for you unless you have authorized SBI to accept such deliveries and authorize SBI to debit your account accordingly.

### 4. Postal Form 1583

The US Postal Service has specific rules regarding the handling of mail by a Commercial Mail Receiving Agent (CMRA). St. Brendan's Isle, Inc. is a licensed CMRA. To authorize SBI to act as your Agent and handle your mail you must complete a USPS Form 1583. All instructions must be followed and the completed form, to include a Notary Stamp and two forms of Identification, must be on file with the Postmaster in Green Cove Springs, FL 32043 prior to receiving mail on your behalf. You agree to

update your PS 1583 if any information has changed and you will forward the updated version to the offices of St. Brendan's Isle.

If you share an account with others, a US Postal Service Form 1583 must be on file with the US Postal Service for each person. (Spouses and dependents may use the same form). All such persons are considered to be "Authorized to Receive Mail" at your account. All persons authorized to receive mail are also authorized to request the actions as they relate to your account. If an authorized user in your account submits a request, you authorize St. Brendan's Isle to carry out such a request.

## **5. Sorting and Shipping Accuracy**

You acknowledge that when sorting mail we strive for 100% accuracy however we do not guarantee 100% accuracy. If a sorting error occurs with mail being placed into the wrong customers mail bin, you agree that SBI is not liable for any damages that may occur due to the sorting error. Upon recognizing an error has been made, SBI will work to correct the error.

You acknowledge that when creating a mail shipment we strive for 100% accuracy however we do not guarantee 100% accuracy. If a shipping error occurs, you agree that SBI is not liable for any damages that may occur due to the shipping error. Upon recognizing an error has been made, SBI will work to correct the error.

## **6. International Shipments**

If the shipping destination is to a foreign country, SBI is required to open and inspect the contents of any package containing or thought to contain dutiable items prior to shipment. You understand and agree to allow SBI to take such action. Upon inspection if SBI believes the contents are in violation of the destination countries import laws, we will not ship the package. You agree that we are not responsible to take any action and the package may be picked up at our offices either by you or a person or company so designated by you. All dutiable items must be declared, including the real value of the item, on the appropriate Customs Declaration Documents and SBI will attach such documents with each International Shipment. You agree that all applicable duties and taxes assessed by the destination country will be the sole responsibility of the Customer. In the event that the Customer refuses the shipment all duties and taxes and return shipping charges that may apply remain the sole responsibility of the Customer. If the Courier such as but not limited to USPS, Fed Ex, UPS or DHL charges the duties and taxes directly to St. Brendan's Isle, Inc., you agree to have such charges debited from your SBI account

## **7. Mail With Incomplete Address**

If you receive mail with an incomplete address or improper format per USPS guidelines, we will make every attempt to determine the correct addressee and place such mail into the appropriate customers mail bin. You agree to contact anyone sending you mail with an incomplete or improperly formatted address and have them make the correction. In the event that you receive an excessive amount of mail that is addressed improperly or

without a PMB # included in the address, we will notify you of the problem. If after the first notification mail continues to be received with incomplete or incorrect addresses, there will be an additional monthly service fee charged to your account until the address problem is rectified. The amount will be determined based upon the time involved to correctly identify the addressee of each piece of mail, however the minimum amount will be but not limited to \$5.00 per month.

In the event that mail is received with a partial or an incomplete address and we are unable to determine the correct addressee, we will return such mail to the sender. In the event that for whatever reason we are unable to return the mail to the sender, we will open such mail to help us determine the correct addressee. In such cases where the addressee cannot be determined and the mail cannot be returned to sender, we will destroy the mail. You agree to waive any rights and will not make any claims for SBI taking such action

## **8. Limitation of Liability**

SBI undertakes to perform services only upon condition that SBI is not liable, directly or indirectly, in contract, warranty, tort or otherwise, to you and to any other person unless such injury or damage is caused by SBI's negligence or SBI's breach of contract (including warranty). Notwithstanding the foregoing, in no event shall SBI's aggregate liability to all parties, including interest for damages sustained, exceed the lesser of (1) the price paid to SBI attributable to the services giving rise to such liability not to exceed twelve months of service fees, or (2) \$200.00. This limitation of liability is further limited by SBI's disclaimers set forth in Sections 5, 7, 9 and 17 of this Agreement (including the disclaimer of incidental and consequential damages).

**Internally Damaged, Lost or Misrouted Mail.** In the event that a piece of mail is received by SBI and contains a check, cash, merchandise or anything of value and is for whatever reason damaged, misrouted or lost, you agree to hold SBI harmless for the damage, loss or misrouting, except as otherwise agreed in the first paragraph of this section.

**Externally Damaged, Lost or Delayed Mail.** When you request Mail to be shipped to an address of your choice and SBI processes your request and turns the shipment over to the designated delivering agent, such as but not limited to the USPS, Fed Ex, UPS or DHL, you agree that SBI is no longer responsible for the contents or for the delivery of the shipment. You agree to hold SBI harmless for any damage, loss or delays incurred.

## **9. Mail Scan Pro (MSP)**

Mail Scan Pro is proprietary software developed by St. Brendan's Isle to allow our customers to view their incoming mail on line. Subscribers to Mail Scan Pro authorize SBI to scan the outside and when requested the contents of their mail. If in our judgment a piece of mail is inappropriate, we reserve the right not to scan the envelope or contents. Once scanned and posted on your Mail Manager Pro (MMP) online account you may request SBI to do the following with each piece of your mail; (1) Send, (2) Hold, (3) Shred, (4) Open and Scan the Contents, or (5) Not Mine Remove From Box. Once you designate a piece of mail to be shred, SBI will act accordingly. If at a later time you determine that the piece should not have been shredded, you will not hold SBI responsible for any damages.

## **10. Security.**

When signing up for a new MMP online account, you will receive a temporary password that allows you to log into your online account. For security purposes, upon receipt of your temporary password you should immediately login to your account and change your password. It is important to maintain the security and confidentiality of your password.

## **11. Privacy**

We understand the importance of maintaining Customer privacy. If upon receipt of a mail shipment there contains a piece of mail addressed to someone other than those authorized to receive mail at your account, you agree to (1) not open, read or copy the mail, and (2) contact the SBI office immediately at which time we will determine disposition of such mail. For those Customers subscribing to Mail Scan Pro, in the event that mail belonging to someone not associated with your account appears in your online mail bin you agree to click the Not Mine – Remove From Box button immediately and not make any further requests as it relates to this piece of mail. You understand that violation of this represents potential mail fraud and the consequences could be legal in nature.

Your account information is held in strict confidence. However you acknowledge and agree to allow us to share any and all information regarding your account when requested by authorized law enforcement agencies. It is up to our sole discretion as to whether or not we will contact you regarding any legal inquiries into your account.

## **12. Pricing**

Services and prices applicable to this Agreement are detailed in each Service Plan published on our Website. All fees are subject to change by us, and we will notify you if we make any changes by placing a notice in your mail bin and by updating our website. You agree to pay all Sign Up Fees, Monthly Service Fees, Mail Forwarding, Handling, Storage, Scanning and other charges incurred for the Service Plan chosen by you or persons authorized to receive mail at your account.

## **13. Payment For Services Rendered**

Upon opening your account, St. Brendan's Isle will collect \$100.00 and deposit this amount into your SBI Account as a credit balance. All Sign Up Fees, Monthly Service Fees, Shipping and Handling Fees, Storage, Scanning and other fees for services rendered will be debited to your account. When your account balance drops below \$10.00 a deposit will be required in an amount necessary to bring your account balance to a minimum of \$100.00. All deposits must be made in even dollar increments. You authorize SBI to make charges to your credit or debit card whenever your account balance drops below the \$10.00 threshold.

#### **14. Hold Status**

If your account balance falls below the \$0.00 level and we are unable to charge your credit or debit card on file, your account will be placed into a Hold Status until such time that we receive funds to replenish your account balance. While on Hold Status we will continue to receive mail on your behalf and your monthly service fees will continue to be charged to your account. However requests to process your mail will be denied due to lack of funds. If after a period of six months your account remains in a negative balance, we reserve the right to close your account and return all mail to sender.

#### **15. Term and Termination of this Agreement**

The term of this Agreement shall be month to month, with no proration for partial months. You agree that we may cancel this account at any time and we will attempt to notify you of such action utilizing your contact information on file. Upon the effective date of your account termination, any mail remaining in your mail bin will be forwarded to an address designated by you. In addition a refund will be issued to the credit or debit card on file in the amount of your remaining account balance.

If you terminate your account before your first monthly service fee is debited and you have not received any incoming mail, a refund to your credit or debit card will be made in the amount of your remaining credit balance, less \$15.00. If you terminate your account after your first or second monthly service fee has been debited however you have not received any incoming mail, a refund will be made in the amount of your remaining credit balance less \$15.00 or your monthly service fees whichever is greater. If you terminate after three months or more, a refund will be made in the amount of your remaining credit balance.

You understand that the US Postal Service has specific rules and regulations regarding the forwarding of mail upon termination. You agree to abide by these rules as stated on the Postal Form 1583 signed by you at the time you opened your account. In addition an Account Termination Agreement must be completed, signed, dated, and then returned to our offices either by mail, fax, MMP Online Account or email attachment.

#### **16. Fraudulent Activities**

If we suspect that your use of this account is fraudulent in any way, we reserve the right to place your account on hold for further investigation or if deemed appropriate we may terminate immediately. Upon suspecting fraudulent activity we reserve the right to contact the US Postal Inspector, or other law enforcement agencies and provide whatever information we have regarding your account or activity.

**17. Disclaimer of Warranties** YOU AGREE THAT THE SERVICES OF SBI ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES (WHETHER EXPRESSED OR IMPLIED). ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE SPECIFICALLY EXCLUDED. YOU ALSO AGREE THAT SBI IS NOT LIABLE TO

YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE OR KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, AND LOSS OF USE.

**18. Governing Law; Jurisdiction**

This Agreement will be governed by, and construed, 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 Clay or Duval County, Florida with respect to any actions that may arise out of or relate to this Agreement or the services provided hereunder.

**19. Non-Waiver**

If any party to this Agreement fails to enforce any provisions of this Agreement, or fails to exercise any right at any time, such failure shall not operate as a waiver thereof.

ST. BRENDAN'S ISLE, INC.

CUSTOMER

By: \_\_\_\_\_  
Douglas W. Moody, its President

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