

UPS® Website Terms of Use

Please read these Website Terms of Use carefully before using this Website (The 'Website').

1. Overview

These Website Terms of Use (the 'Terms of Use') govern your access to and use of the Website. The Website is available for your use only on the condition that you agree to the Terms of Use set forth below. If you do not agree to all of the Terms of Use, do not access or use the Website. By accessing or using the Website, you and the entity you are authorised to represent ('you' or 'your') signify your agreement to be bound by the Terms of Use.

2. User Eligibility

The Website is provided by UPS and available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If You do not qualify, You are not permitted to use the Website.

3. Scope of Terms of Use

These Terms of Use govern Your use of the Website and all applications, software, and services (collectively, 'Services') available on the Website, except to the extent such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to You on the Website ('Service Agreement(s)'). Any such Service Agreements accompany the applicable Services or are listed in association with or through a hyperlink associated with the applicable Services.

4. Modifications

UPS may revise and update these Terms of Use at any time. Your continued usage of the Website after any changes to these Terms of Use will mean that You accept those changes. Any aspect of the Website may be changed, supplemented, deleted or updated without notice at the sole discretion of UPS. UPS may also change or impose fees for products and services provided through the Website at any time, at its sole discretion. UPS may establish or change, at any time, general practices and restrictions concerning other UPS products and services at its sole discretion.

5. UPS Service Terms and Conditions

The service terms and conditions of UPS (the 'UPS Service Terms and Conditions') applicable to the transportation and related services provided by UPS govern Your use of such UPS transportation and related services obtained through this Website, in addition to any other terms and conditions that may be applicable to such transaction as provided in these Website Terms of Use and the Service Agreement(s). The UPS Service Terms and Conditions are hereby incorporated into these Terms of Use, such that all references herein to the Terms of Use shall be deemed to include, to the extent applicable, the UPS Service Terms and Conditions.

6. Information Submitted through the Website and the Services

Your submission of information through the Website and the Services is governed by these Terms of Use. You represent and warrant that any information You provide through the Website or the Services is and will remain accurate and complete, and that You will maintain and update such information as needed.

With respect to any individual whose personal information is provided by You to UPS through the Website and the Services, You represent to UPS that You have the authority to provide such information and that You have provided all necessary notice and obtained all necessary consents for the processing of such information contemplated by the Services You are using.

Privacy Notice

NOTE:

UPS has suspended operations in Russia. Therefore, UPS is no longer collecting personal information of the users from Russia. Please note that if any personal information of Russian users is provided to us – it will be deleted by us without giving any additional notice and without providing the services to such users from Russia.

7. Licence and Ownership

Any and all intellectual property rights ('Intellectual Property') associated with the Website and its contents (the 'Content') are the sole property of UPS, its affiliates or third parties. The Content is protected by copyright and other laws both in the United States and other countries. Elements of the Website are also protected by trade dress, trade secret, unfair competition and other laws and may not be copied or imitated in whole or in part. All customised graphics, icons and other items that appear on the Website are trademarks, service marks or trade dress ('Marks') of UPS, its affiliates or other entities that have granted UPS the right and licence to use such Marks and may not be used or interfered with in any manner without the express written consent of UPS. Except as otherwise expressly authorised by these Terms of Use, You may not copy, reproduce, modify, amend, lease, loan, sell and/or create derivative works from, upload, transmit and/or distribute the Intellectual Property of the Website in any way without UPS's prior written permission or that of an appropriate third party. Except as expressly provided herein, UPS does not grant to You any express or implied rights to the Intellectual Property of UPS or that of any third party.

UPS hereby grants You a limited, personal, non-transferable, non-sublicensable, revocable licence to (a) access and use only the Website, Content and Services only in the manner presented by UPS, and (b) access and use the UPS computer and network services offered within the Website (the 'UPS Systems') only in the manner expressly permitted by UPS. Except for this limited licence, UPS does not convey any interest in or to the UPS Systems, information or data available via the UPS Systems (the 'Information'), Content, Services, Website or any other UPS property by permitting You to access the Website. Except to the extent required by law or as expressly provided herein, none of the Content and/or Information may be reverse-engineered, modified, amended, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of UPS. You may not make, sell, offer for sale, modify, amend,

reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way, unless expressly permitted to do so by UPS.

8. Restrictions on Use of the Website

In addition to other restrictions set forth in these Terms of Use, You agree that:

- a. You shall not disguise the origin of information transmitted through the Website.
- b. You will not place false or misleading information on the Website.
- c. You will not use or access any service, information, application or software available via the Website in a manner not expressly permitted by UPS.
- d. You will not input or upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or Information or that infringes the Intellectual Property (defined below) rights of another.
- e. Certain areas of the Website are restricted to customers of UPS.
- f. You may not use or access the Website or the UPS Systems or Services in any way that, in UPS's judgement, adversely affects the performance or function of the UPS Systems, Services or the Website or interferes with the ability of authorised parties to access the UPS Systems, Services or the Website.
- g. You may not frame or utilise framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of UPS.

9. Access to Shipping-related Systems and Information through the Website

Your use and access of the Shipping-Related Systems and Information are subject to the following terms:

- a. The 'Shipping-Related Systems' are comprised of the UPS Systems which are used to provide tracking, time in transit, UPS locations, address validation and other functions and information related to the despatch of parcels via UPS. The Shipping-Related Systems and Information gained from such systems ('Shipping Information') are to be used by You solely in connection with parcels shipped by or to You or on Your behalf and for no other purpose.
- b. The Shipping-Related Systems and Shipping Information are the private property of UPS. UPS authorises You to use tracking functionality within the Shipping-Related Systems solely to track consignments tendered by or for You to UPS for delivery and for no other purpose. Without limitation, You are not authorised to make the Shipping Information available on any website or otherwise reproduce, distribute, copy, store, use or sell the Shipping Information for commercial gain without the express written consent of UPS. This is a personal service, thus Your right to use the Shipping-Related Systems and Shipping Information is non-assignable. Any access or use that is inconsistent with these terms is unauthorised and strictly prohibited.

- c. Any use in connection with the Shipping-Related Systems of automated enquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited.

10. Links

- a. Outbound Links. The Website may contain links to third-party Websites and resources (referred to collectively hereinafter as 'Linked Sites'). These Linked Sites are provided solely as a convenience to You and not as an endorsement by UPS of the content of such Linked Sites. UPS makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. UPS shall not be responsible for the availability of the Linked Sites or the content or activities of such sites. If You decide to access Linked Sites, You do so at Your own risk. In addition, Your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.
- b. Inbound Links. Linking to any page of the Website other than to <http://www.ups.com> through a plain text link is strictly prohibited in the absence of a separate linking agreement with UPS. Any website or other device that links to <http://www.ups.com> or any page available therein is prohibited from (a) replicating Content, (b) using a browser or border environment around the Content, (c) implying in any fashion that UPS or any of its affiliates endorse it or its products, (d) misrepresenting any any state of facts, including its relationship with UPS or any of the UPS affiliates, (e) presenting false information about UPS products or services, and (f) using any logo or mark of UPS or any of its affiliates, without express written permission from UPS.

11. Submissions

UPS does not accept ideas, concepts or techniques for new services or products through the Website ('Comments'). If such Comments are received, You acknowledge that (a) they will not be considered confidential or proprietary, (b) UPS and its affiliates are under no obligation to keep such information confidential, and (c) UPS will have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute and exploit such Comments in any manner it chooses.

12. Termination

You agree that UPS, at its sole discretion, may terminate or suspend Your use of the Website, the UPS Systems, Information, Services and Content at any time and for any or no reason at its sole discretion, even if access and use continue to be allowed to others. Upon such suspension or termination, You must immediately (a) discontinue Your use of the Website, and (b) destroy any copies You may have made of any portion of the Content. Accessing the Website, the UPS Systems, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Furthermore, You agree that UPS shall not be liable to You or to

any third party for any termination or suspension of Your access to the Website, the UPS Systems, Information and/or the Services.

13. Disclaimer of Warranties

UPS makes no representations about the results to be obtained from using the Website, the UPS systems, the services, the information or the content. The use of same is at your own risk.

The Website, the UPS systems, the information, the services and the content are provided on an 'as is' basis. UPS, its licensors and its suppliers, to the fullest extent permitted by law, disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose. UPS and its affiliates, licensors and suppliers make no representations or warranties about the accuracy, completeness, security or timeliness of the content, information or services provided on or through the use of the Website or the UPS systems. No information obtained by you from the Website shall create any warranty not expressly stated by UPS in these Terms of Use.

Some jurisdictions do not allow limitations on implied warranty, so the limitations and exclusions in this section may not apply to you. If you are dealing as a consumer, your statutory rights that cannot be waived, if any, are not affected by these provisions. You agree and acknowledge that the limitations and exclusions of liability and warranty provided in these Terms of Use are fair and reasonable.

14. Limitation of Liability

To the extent permitted by applicable law and to the extent that UPS is otherwise found responsible for any damages, UPS is responsible for actual damages only. To the extent permitted by law, in no event shall UPS, its affiliates, its licensors, its suppliers or any third parties mentioned at the Website be liable for any incidental, indirect, exemplary, punitive and consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the Website, the UPS systems, information, services or the content whether based on warranty, contract, tort, delict or any other legal theory, and whether or not UPS is advised of the possibility of such damages. To the extent permitted by law, the remedies stated for you in these Terms of Use are exclusive and are limited to those expressly provided for herein.

15. Compliance with Law Including Export Control

You agree to use the Website in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgement of UPS, negatively reflect on the goodwill or reputation of UPS and shall take no actions which would cause UPS to be in violation of any laws, rulings or regulations applicable to UPS.

UPS and the Website 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 the Content (including any software or the

Services) to countries or persons prohibited under the United States or other applicable export control laws or regulations. If You access and download the Content (including any software or the Services) or Information, You represent that You are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

16. Forward-Looking Statements

Except for historical information contained herein, the statements made in this Website constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 under US federal law. Such forward-looking statements involve certain risks and uncertainties, including statements regarding the intent, belief or current expectations of UPS and its management regarding the company's strategic directions, prospects and future results. Certain factors may cause actual results to differ materially from those contained in the forward-looking statements, including economic and other conditions in the markets in which we operate, our competitive environment, long-term regulatory, economic and other effects from the events of 11 September 2001, strikes, work stoppages and slowdowns, governmental regulation, increases in aviation and motor fuel prices, cyclical and seasonal fluctuations in our operating results, force majeure and other risks discussed in the company's filings with the US Securities and Exchange Commission, which discussions are incorporated herein by reference.

17. Jurisdiction

To the fullest extent permitted by law, you hereby expressly agree that any proceeding arising out of or relating to your use of the Website, the UPS systems, information, services and content shall be instituted in a US state or federal court sitting in the county of Fulton, State of Georgia, United States of America and you expressly waive any objection that you may have now or hereafter to the laying of the venue or to the jurisdiction of any such proceeding. You agree that any claim or cause of action arising out of or related to your use of the Website, the UPS systems, information, services and/or content must be filed within one (1) year after such claim or cause of action arose.

18. Governing Law and Language

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of the State of Georgia, United States of America, excluding (i) Georgia's conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Vienna Protocol of 11 April 1980 amending the 1974 Convention.

19. General

You may not assign these Terms of Use or any of Your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use shall be found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity

of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

20. Written Document

You may preserve these Terms of Use in written form by printing them for Your records, and You waive any other requirement that these Terms of Use to be proved by means of a written document.

21. Complete Agreement

Except as expressly provided in a separate licence, service or other written agreement between you and UPS or in the applicable UPS rate and service guide or UPS tariff, these Terms of Use constitute the entire agreement between you and UPS with respect to the use of the Website, the UPS systems, and any software or service, information and content contained therein, and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

22. Customer Service

Questions or comments regarding the Website may be submitted to UPS Customer Service.