

NOTE: IF YOU ARE COMMUNICATING WITH THE UPS BOT OUTSIDE OF THE UNITED STATES OF AMERICA YOU MUST READ BOTH THESE TERMS OF USE AND THE COUNTRY SPECIFIC ADDENDUM SET FORTH AT THE END OF THIS DOCUMENT THAT CORRESPONDS TO THE COUNTRY FROM WHICH YOU ARE COMMUNICATING WITH THE UPS BOT.

UPS BOT TERMS OF USE

Please read these Terms of Use and the [UPS Privacy Notice](#) and the [California Privacy Notice](#) carefully before communicating with UPS using the UPS Bot (the “Bot”). The UPS Bot refers to UPS technology that generates queries about and responses to information submitted to UPS through Platforms (defined below).

These Terms of Use govern Your access to and use of the Bot, including through third party communication platforms (“Platforms”) such as, but not limited to, Amazon’s Alexa, Google Assistant, Skype, WhatsApp, or Facebook Messenger. These Terms of Use apply in addition to, and are not intended to replace, any other agreement that may apply in connection with Your relationship to UPS or Your access to and use of the Bot through a Platform, including any terms that may apply to your use of such Platforms. “You” or the possessive, “Your,” means, as applicable: (i) you as an individual, if you are communicating with the Bot as an individual for your own personal use or (ii) you as an individual and UPS customer, if you are communicating with the Bot as part of your responsibilities as an employee of a UPS customer.

The Bot 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 use the Bot. By using the Bot, You signify Your agreement to be bound by these Terms of Use.

1. User Eligibility

The Bot is provided by UPS Market Driver, Inc. (UPS Market Driver, Inc. and all affiliates or divisions of United Parcel Service, Inc., individually or collectively, “UPS”) and is 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 Bot.

2. User Consent

By initiating and carrying on a conversation with the Bot, You consent to receiving communications from the Bot. When You interact with the Bot through a Platform, You are doing so through a third party, such as Amazon,

Skype, or Facebook, and You consent to having Your conversation with the Bot processed by that Platform in accordance with any terms of use, data, or privacy policy that may apply in connection with Your use of the Platform. UPS does not endorse and has no control over the Platforms, including, but not limited to, how the Platform handles data exchanged through the Platform, and UPS makes no warranties, express or implied, as to these Platforms, or any other website or application controlled by a third party. Do not provide any sensitive information including, without limitation, financial information, credit card numbers, bank account numbers, or health information, to the Bot.

The Bot may utilize Microsoft's Language Understanding Intelligent Service ("LUIS") or other third-party artificial intelligence and/or machine learning tools and/or applications (collectively with LUIS or individually, the "Bot Tool(s)") to interpret Your communications and formulate a reply. By initiating and carrying on a conversation with the Bot, You consent to having Your conversation with the Bot processed by such Bot Tools for this purpose.

3. Modifications

UPS may revise and update these Terms of Use at any time. Your continued usage of the Bot after any changes to these Terms of Use will mean You accept those changes. Any changes to these Terms of Use will apply to your use after the effective date of such change. Any aspect of the Bot may be changed, supplemented, deleted or updated without notice at the sole discretion of UPS.

4. Privacy

The [UPS Privacy Notice](#) and the [California Privacy Notice](#) govern UPS's use of information collected from or provided by Your communication with UPS through the Platforms.

5. Intellectual Property

Any and all intellectual property rights ("Intellectual Property") associated with the Bot are the sole property of UPS, its affiliates, or third parties. You may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute any Intellectual Property associated with the Bot in any way without UPS's or the appropriate third party's prior written permission. Except as expressly provided herein, UPS does not grant to You any express or implied rights to UPS's or any third party's Intellectual Property.

6. Access to Shipping Related Systems and Information through the Bot

Your use and access of the Shipping Related Systems (defined below) through the Bot and your use of Shipping Information (defined below) obtained through the Bot are subject to the following terms:

- (a) The "Shipping Related Systems" are comprised of the UPS - owned or -controlled networks and systems that are used to provide tracking, time in transit, UPS locations, address validation and other functions and information related to the shipment of packages via UPS. The Shipping Related Systems and information gained from such systems ("Shipping Information") are to be used by You solely in connection with packages 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. Without limitation, You are not authorized 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 unauthorized and strictly prohibited.
- (c) Any use in connection with the Shipping Related Systems of automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited.

7. Account Linking through the Bot

The Bot may permit You to link Your UPS My Choice® service account to Your Platform account. In order to link Your accounts, the Bot may prompt You to provide Your UPS profile credentials via a UPS-hosted webpage. If Your credentials are properly authenticated by the UPS-hosted webpage, You will be able to access certain UPS My Choice® information by interacting with the Bot. You acknowledge and agree that Your use of the UPS My Choice® service after authentication remains governed by the terms and conditions for the UPS My Choice® Service contained in the [UPS Technology Agreement](#) to which You previously agreed when signing up for the UPS My Choice® service, which is described at ups.com.

8. Availability and Termination

UPS does not guarantee the availability of the Bot for Your use. UPS may, in its sole discretion, discontinue the Bot at any time and for any length of time. You agree that UPS shall not be liable to You or any third party for performance, non-performance, or unavailability of the Bot.

Furthermore, UPS may terminate or suspend Your access to the Bot at any time and for any or no reason in its sole discretion, even if access continues to be allowed for others. You agree that UPS shall not be liable to You or any third party for any termination or suspension of Your access to the Bot.

9. Risk of Inaccurate Information

UPS offers communication with the Bot through the Platforms as a convenience to You. Communication with the Bot is not a substitute for direct communication with UPS, and all of the information available to You from the Bot is also available to You directly through other UPS channels, including, without limitation, the UPS website. Because the Bot utilizes artificial intelligence and/or machine learning to communicate with You, the Bot may provide inaccurate or incomplete information in response to Your requests. You agree that UPS shall not be liable to You or any third party for the Bot providing inaccurate or incomplete information to You.

10. Disclaimer of Warranties

UPS MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM COMMUNICATING WITH THE BOT. THE USE OF THE BOT IS AT YOUR OWN RISK.

THE BOT IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, UPS DISCLAIMS 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 THROUGH THE USE OF THE BOT. NO INFORMATION OBTAINED BY YOU FROM THE BOT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY UPS IN THESE TERMS OF USE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY. ACCORDINGLY, 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.

11. 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 UP TO A LIMIT OF ONE HUNDRED DOLLARS (US\$100.00). TO THE EXTENT PERMITTED BY LAW, UPS IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM ACCESSING AND COMMUNICATING WITH THE BOT, INCLUDING, WITHOUT LIMITATION, LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE OR COMMUNICATE WITH THE BOT, 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 IN THESE TERMS OF USE.

12. Jurisdiction

YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO YOUR USE OF OR COMMUNICATION WITH THE BOT OR CONTENT, INFORMATION, OR SERVICES PROVIDED THROUGH THE PLATFORMS OR THE BOT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO TERMS OF USE.

13. **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, U.S.A. excluding (i) Georgia's conflicts of laws principles that result in the application of laws other than the State of Georgia; (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 Protocol amending the 1974 Convention, done at Vienna April 11, 1980. To the fullest extent permitted by law, the controlling language for these Terms of Use is English. Any translation has been provided for Your convenience.

14. **Arbitration and Class Action Waiver**

14.1 **Binding Arbitration of Disputes.** Except as to disputes that qualify for state courts of limited jurisdiction (such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits of less than \$30,000 on their jurisdictions over civil disputes), You and UPS agree that any controversy or claim, whether at law or equity, arising out of or related to these Terms of Use or Your use of the Bot or Platforms, that arises in whole or in part in the United States or Puerto Rico, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class-wide nor collective) binding arbitration. You and UPS expressly agree that the foregoing obligation to arbitrate disputes regardless of the date of accrual of such disputes includes, but is not limited to, preexisting disputes and disputes that arise from or relate to services provided at the time of a previous version of these Terms of Use.

Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court, and is subject to limited review by courts. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under the law and must honor the terms and conditions in these Terms of Use. You and UPS agree that their sole relationship is a contractual one governed by these Terms of Use.

14.2 **Institutional Arbitration.** The arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules or, provided that you are an individual

consumer and are using UPS's services for personal (not business) use, the Consumer Arbitration Rules (the "AAA Rules"), and judgment on the award may be entered in any court of competent jurisdiction. The AAA Rules, including instructions for how to initiate arbitration, are available at <https://www.adr.org>. The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If You initiate arbitration, You must serve UPS's registered agent for service of process, Corporation Service Company, which has locations in every state. Information also can be found on the website of your local Secretary of State.

Any arbitration arising out of or related to these Terms of Use or Your use of the Bot or Platforms, will take place on an individual basis; class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted. You and UPS each waives the right to trial by jury. You and UPS further waive the ability to participate in a class, mass, consolidated or combined action or arbitration.

14.3 Place of Arbitration/Number of Arbitrators/Costs of Arbitration.

Any arbitration will take place in the county where You reside and will be determined by a single arbitrator. Any filing fee or administrative fee required of You by the AAA Rules shall be paid by You to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non frivolous complaints, UPS will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the applicable rules of the AAA. Reasonable attorney's fees and expenses will be allocated or awarded only to the extent such allocation or award is available under applicable law.

All issues are for the arbitrator to decide, except that issues relating to the scope, application, and enforceability of the arbitration provision are for a court to decide. The Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate shall survive termination of these Terms of Use.

14.4 Severability. Notwithstanding anything to the contrary in the AAA Rules, if any part of this arbitration provision is deemed invalid or ineffective for any reason, this shall not affect the validity or enforceability of the remainder of this arbitration provision, and the

arbitrator shall have the authority to amend any provisions deemed invalid or ineffective to make the same valid and enforceable.

- 14.5 **Desk Arbitration.** For all disputes concerning an amount less than fifteen thousand dollars (\$15,000.00), the parties shall submit their arguments and evidence to the arbitrator in writing and the arbitrator shall make an award based only on the documents; no hearing will be held unless the arbitrator in his or her discretion, and upon request of a party, decides it is a necessity to require an in-person hearing. For a dispute governed by the AAA Consumer Arbitration Rules, and concerning an award between fifteen thousand dollars (\$15,000.00) and fifty thousand dollars (\$50,000.00), inclusive, UPS shall pay Your filing fee under the AAA Rules, provided that You agree that each party shall submit their arguments and evidence to the arbitrator in writing and that the arbitrator shall make an award based only on the documents, without a hearing being held. Notwithstanding this provision, the parties may agree to proceed with desk arbitration at any time.
- 14.6 **Access to Small Claims Courts.** All parties shall retain the right to seek adjudication in a state court of limited jurisdiction, such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits of less than \$30,000 on their jurisdiction over civil disputes, for individual disputes within the scope of such court's jurisdiction.
- 14.7 **Acknowledgements.** YOU AND UPS ACKNOWLEDGE AND AGREE THAT EACH PARTY WAIVES THE RIGHT TO:
- (a) HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST YOU, UPS OR RELATED THIRD PARTIES;
 - (b) HAVE A COURT, OTHER THAN A STATE COURT OF LIMITED JURISDICTION AS DEFINED ABOVE, RESOLVE ANY DISPUTE ALLEGED AGAINST YOU, UPS OR RELATED THIRD PARTIES;
 - (c) HAVE A COURT REVIEW ANY DECISION OR AWARD OF AN ARBITRATOR, WHETHER INTERIM OR FINAL, EXCEPT FOR APPEALS BASED ON THOSE GROUNDS FOR VACATUR EXPRESSLY SET FORTH IN SECTION 10 OF THE FEDERAL ARBITRATION ACT; AND

(d) SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, JOIN AS A CLASS MEMBER, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS IN ANY CLASS, MASS, CONSOLIDATED OR COMBINED ACTION OR ARBITRATION FILED AGAINST YOU, UPS AND/ OR RELATED THIRD PARTIES.

14.8 **Award.** The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless a brief explanation of the reasons is requested by one of the parties. Unless both You and UPS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

14.9 **Confidentiality of Arbitration.** Notwithstanding anything to the contrary in the AAA Rules, UPS and You agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall all be kept fully confidential and shall not be disclosed to any other party, except to the extent necessary to enforce this arbitration provision, arbitral award or other rights of the parties, or as required by law or court order. This confidentiality provision does not foreclose the AAA from reporting certain consumer arbitration case information as required by state law.

15. General

You may not assign these Terms of Use or any of Your interests, rights or obligations under these Terms of Use. Any attempted assignment in contravention of this Section 14 shall be void ab initio. If any provision of these Terms of Use is 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. Any provision of these Terms of Use may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party, or in the case of a waiver, by the party against whom the waiver is to be effective.

16. Country-Specific Addenda

United Kingdom [[hyperlinked to UK Addendum]]

Republic of Mexico [[hyperlinked to Mexico Addendum]]