General terms and conditions for the Universal POST*CODE® API

1 Applicability and legal status of the parties

1.1 The Universal Postal Union, an intergovernmental organization and specialized agency of the United Nations with headquarters at Weltpoststrasse 4, 3015 Berne, Switzerland (hereinafter the "UPU"), and the User as defined in article 2.7, may also be individually referred to hereunder as "Party" or collectively as "Parties".

1.2 By accessing or using the Universal POST*CODE® API, the User acknowledges and agrees to these General Terms and Conditions (hereinafter "GTC").

1.3 The UPU may unilaterally amend these GTC and the applicable fees with binding effect for all Users. The amended version shall enter into force on the date notified in writing to the User, which date shall be notified at least ninety (90) calendar days in advance.

1.4 The access to and use of the Universal POST*CODE® API by the User shall not represent, and shall in no way imply, a partnership, joint venture or employment between the Parties, or an authorization for either Party to act as the agent or representative of the other Party.

1.5 The Universal POST*CODE® API is developed and owned by the UPU. It may not be used in any way other than as provided for in these GTC.

1.6 Pursuant, *inter alia*, to the UPU Constitution, the Convention on Privileges and Immunities of the Specialized Agencies, the Agreement on Privileges and Immunities of the United Nations concluded by the Swiss Federal Council and the Secretary General of the United Nations – RS 0.192.120.1 (on Swiss territory), as well as any other conventions and laws granting and/or recognizing such privileges, immunities and facilities to the UPU and its officials, the UPU has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.

1.7 These GTC shall not confer any third-party beneficiary rights. All of the UPU's rights and obligations under these GTC shall be freely assignable by the UPU in accordance with the relevant decisions of its bodies. For the avoidance of doubt, nothing in these GTC shall confer a third-party beneficiary right upon any party with respect to any provisions or agreements incorporated by reference, or that may be referenced without incorporation, in these GTC.

2 Definitions

Capitalized terms used in the Universal POST*CODE® API and these GTC shall have the meaning defined below:

2.1 API

Means application programing interfaces through which two computer programs can interact automatically.

2.2 Data

Means any information supplied by the User or provided by the UPU for and throughout the access and use of the Universal POST*CODE® API.

2.3 Device

Means any hardware, component or associated system upon which the Universal POST*CODE® API may be accessed and used from (including, without limitation, computers, smartphones, smart watches and tablets) under these GTC.

2.4   Documentation

Means any conditions, policies, operating manuals, instructions and other related material regarding the use of the Universal POST*CODE® API and provided to the User, in a format defined at the sole discretion of the UPU.

2.5   Effective Date

Means the date on which the User has successfully accessed or used the Universal POST*CODE® API for the first time in any of its Devices. On the Effective Date, the UPU shall be deemed to have started the provision of the services relating to the Universal POST*CODE® API to the User.

2.6   Interconnection

Means the interfacing of the UPU Network (as defined in article 2.10), including any interconnected APIs owned by UPU member countries (as well as their Designated Operators, affiliates, partners and/or related organizations, as the case may be) for the operation of international postal services and fulfilment of the obligations arising from the UPU Acts, as well as to facilitate postal data transfers between postal supply chain stakeholders using different networks. Interconnection of the UPU Network shall be compatible with the mission and objectives of the UPU.

2.7   User

Means the subject or entity granted the authorization by the UPU to access and use the Universal POST*CODE® API, subject to the due payment of the applicable fees and solely for the purposes specified in article 3.2.1.

2.8   Maintenance

Means the technical support provided by the UPU, including the provision of updates and of technical and functional upgrades to the Universal POST*CODE® API as deemed necessary to implement the UPU Acts and UPU technical standards.

*2.9   Universal POST*CODE® API*

Means the API designed by the UPU and object of the present GTC which provides predictable and resource-oriented URLs and uses HTTP response codes to indicate validity (success) or invalidity (errors) of API requests sent.

2.10   UPU Network

Means the backbone supporting the use of the Universal POST*CODE® API by Users, which shall include the Universal POST*CODE® DataBase. Access to the UPU Network is possible through a local Internet Service Provider (ISP).

3   Scope of delivery

3.1   Scope

The UPU shall grant and deliver the following to the User:

*3.2   Access to the Universal POST*CODE® API*

3.2.1   The UPU shall provide the User with access to the Universal POST*CODE® API with a view to using it for POST*CODE® and locality look-up validation. The access to the UPU POST*CODE® API is controlled by the Advanced Encryption Standard (AES). An access key is required to interact with the endpoints exposed by the API and is obtained after a successful registration at https://www.address.post/Home/Addressapi.

3.2.2   The UPU member countries whose data may be made available by the UPU through the Universal POST*CODE® API are listed in the List of Countries document available at https://www.address.post/postcodeapi/Docs/listofcountries.pdf. The aforementioned list shall also

include whether that data is subject to specific conditions of access. The UPU reserves the exclusive right, at its sole discretion, to alter the List of Countries and shall give as much prior written notice to the Users of such changes as is reasonably practical.

3.2.3 The UPU may also, at its sole discretion, enable indirect access to data of other UPU member countries not listed in the List of Countries referred to in article 3.2.2 through the interconnection of the Universal POST*CODE® API with other APIs owned by those UPU member countries (as well as their Designated Operators, affiliates, partners and/or related organizations, as the case may be).

3.3   Documentation

The UPU shall provide Documentation upon granting access to the Universal POST*CODE® API. The UPU reserves all rights to the information contained therein and may modify its content as necessary to reflect the access to and use of the Universal POST*CODE® API.

3.4   Maintenance

3.4.1 The UPU shall ensure that the Universal POST*CODE® API performs substantially in accordance with the functions described.

3.4.2 Subject to the warranty provisions in article 8, maintenance shall cover the Universal POST*CODE® API only and shall not include any other UPU or third party application, system, product or service.

3.5   Licence

The UPU shall hereby grant the User a non-exclusive and non-transferable licence to access and use the Universal POST*CODE® API and the Documentation throughout the term of these GTC solely for the purposes specified herein.

4   Data protection and security

4.1   User data electronically transmitted to the Universal POST*CODE® API shall be treated confidentially. Advanced security technology is used by the UPU to protect such data from unauthorized transmission or access.

4.2   User data shall only be used for the purpose of the access to and use of the Universal POST*CODE® API as defined in articles 1 and 2 of these GTC.

4.3   Without prejudice to the foregoing obligations, the UPU shall have access to User data for control of quality of service and for statistical purposes. The UPU may also publish non-personal aggregated data.

4.4   The User is the owner of its raw Data. The UPU shall have the intellectual property rights to aggregated Data whenever aggregated by the UPU in accordance with the relevant decisions of its bodies.

4.5   Whenever the processing or storage of Data occurs within the Universal POST*CODE® API, UPU Software, or any other facility controlled or owned by the UPU, the treatment of such data, including any mandatory data retention terms, shall be regulated by the applicable law defined in article 16.2 of these GTC.

4.6   The User acknowledges and agrees that the UPU may share infrastructure, systems and technology with other postal supply chain stakeholders in the UPU Network in accordance with the relevant decisions of its bodies, with the aim of providing an innovative, relevant, consistent and safe experience across all UPU technical solutions that the User may use.

5   User commitments

The Universal POST*CODE® API shall be used only in conformity with these GTC, as well as with any applicable UPU regulations to which the User may be subject. Furthermore, the User shall ensure that the Universal POST*CODE® API is used in accordance with any additional requirements set by national legislation to which the User is subject, including without limitation any directives, recommendations and standards on data protection, terrorism financing and money laundering.

6   Fees and charges

6.1   Access to and use of the Universal POST*CODE® API by the User is conditioned to the due and timely payment of the concerned fees as agreed between the UPU and the User.

6.2   The User may choose between a "pay as you go" option or an annual subscription plan with a pre-determined quota of API interactions.

6.3   The annual subscription plan contracted by the User is subject to automatic annual renewals following the last date of its initially contracted period. Any unused interactions in the initially contracted annual period shall be carried over to the following annual period.

6.4   The User shall be solely responsible for any and all carrier data plans, Internet access and any other access or data costs or fees incurred from third parties, as well as other fees associated with its use of the Universal POST*CODE® API.

7   Tax exemption

Pursuant to article 1.6, the UPU is exempt from all direct taxes and from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use.

8   Warranty

8.1   The reference data for the Universal POST*CODE® API shall be provided by the UPU member countries (as well as their Designated Operators, affiliates, partners and/or related organizations, as the case may be) as further listed under the List of Countries document referred to in article 3.2.2.

8.2   The UPU provides the Universal POST*CODE® API on an "as is" and "as available" basis without any express or implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, title, noninfringement, and freedom from computer virus or other harmful code. Moreover, the UPU does not warrant that any information provided by the UPU will be accurate, complete, or useful, that the Universal POST*CODE® API will always be operational, error free, secure, or safe, or that the Universal POST*CODE® API will function without disruptions, delays, or imperfections.

9   Liability

9.1   In no event shall a Party be liable for consequential, incidental, indirect, punitive or special damages, including without limitation damages related to loss of profits, loss or delay of data, business interruptions or any commercial damages or losses, loss of goodwill or anticipated savings, claims from third parties or losses due to viruses, any other harmful components or any unauthorized access to or modification of transmissions of data. The above limitations shall not apply to events caused intentionally or by the gross negligence of a Party or its employees, agents, representatives or subsidiaries.

9.2   The UPU shall not be held liable for decisions taken by the User or by any third party appointed by the User.

9.3   The UPU does not make any guarantee to the User that the Universal POST*CODE® API offered will meet all of the User's needs and expectations.

9.4   In no event shall the UPU's total liability to the User for the aforementioned damages exceed i) one Swiss franc (1 CHF) or ii) the total amount paid by the User in accordance with article 6.1, whichever is higher.

10   Assignment and sublicensing

10.1   The User shall not assign, sublicense, subcontract, pledge or otherwise transfer or dispose of the GTC, or any of the rights and obligations under it, without the prior written consent of the UPU. Such consent may not be unreasonably withheld, provided the rights of the UPU can be sufficiently protected and the User shall act as guarantor for the continued fulfilment of obligations under the GTC.

10.2 The UPU shall be entitled to wholly or partly assign, pledge or otherwise transfer to a third party, the GTC and all rights and obligations under the GTC, including its intellectual property rights as referred to in article 12.

10.3 Furthermore, the UPU shall be entitled to subcontract all or part of its obligations under the GTC. Such subcontracting shall not relieve the UPU of any of its obligations under the GTC or from its responsibility for any related activities performed by the subcontractor.

11   Confidentiality and publicity

11.1 The UPU shall be entitled to disclose information relating to the use of the Universal POST*CODE® API to the extent required pursuant to its Acts or the relevant decisions of its bodies.

11.2 The Universal POST*CODE® API, its Documentation and all related computer-recorded data, techniques and algorithms in relation thereto shall be considered as confidential information and/or trade secrets.

11.3 These obligations shall survive the termination of the GTC between the User and the UPU.

12   Property rights

12.1 The access to and use of the Universal POST*CODE® API are licenced, not sold, to the User strictly under these GTC. Accordingly, the User hereby acknowledges and agrees that the Universal POST*CODE® API and its Documentation are proprietary and protected by law and that all rights thereto, including without limitation copyrights, patents, trademarks, domains, logos, trade dress, trade secrets, and other intellectual property rights are owned by or vested in the UPU or its third party licensors. The User shall have no rights herein, with the exception of the rights of use expressly granted by the GTC. All rights not expressly granted herein shall be reserved to the UPU.

12.2 The User shall not modify or remove any copyright or proprietary notices on the Universal POST*CODE® API or Documentation.

12.3 The UPU may authorize in writing and at its own discretion the use of the POST*CODE® trademark by the User in its commercial products or services. POST*CODE® is a registered trademark of the UPU.

12.4 These obligations shall survive the termination of the GTC between the User and the UPU.

13   Termination and effects of termination

13.1 These GTC between the UPU and the User shall enter into force on the Effective Date.

13.2 Loss of access due to failure of payment, discontinuing use by the User, or breach of any provision of these GTC shall be deemed as grounds for immediate termination of the licence provided by the UPU to the User.

13.3 The UPU may also terminate the licence for any reason upon a thirty (30) day notice communicated to the User.

13.4 In case of termination of the licence in accordance with article 13.2, the User shall not be entitled to a refund of the annual subscription fee or any "pay as you go" unused interactions.

13.5 Upon termination of these GTC, all rights granted to the User shall cease and the User shall cease all activities authorized under these GTC, without prejudice to articles 11, 12 and 14.

14   Use of emblem, name or initials of the UPU

The User shall not use the emblem, name or initials of the UPU in connection with its activities for purposes of commercial advantage or goodwill. The User shall take all reasonable measures to ensure compliance with this provision. This obligation shall survive the termination of the contractual relationship with the UPU.

15   Settlement of disputes

15.1   *Amicable settlement*: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of these GTC or the breach, termination, expiration or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the Parties in writing.

15.2   *Arbitration*: Any dispute, controversy, or claim between the Parties arising out of these GTC or the breach, termination, expiration or invalidity thereof, unless settled amicably under article 15.1 above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining.

15.3   The number of arbitrators shall be one. If the Parties are unable to designate an arbitrator within thirty (30) days of receipt of the notification of a request for arbitration, the arbitrator shall, at the request of one of the Parties, be appointed by the President of the Permanent Court of Arbitration in The Hague, Netherlands.

15.4   The arbitrator's ruling shall be final and binding, and no appeal to a court or any other jurisdiction shall be allowed.

15.5   The place of arbitration shall be Berne, Switzerland, and the language of arbitration shall be English or French.

16   Miscellaneous

16.1   *Entire agreement*: These GTC shall constitute the entire agreement between the Parties, and shall supersede any and all other previous agreements, arrangements and/or understandings, whether written or oral, between the Parties.

16.2   *Applicable Law*: These GTC and any annex, appendix, or document related thereto shall be governed by general principles of law to the exclusion of any single national system of law. Such general principles of law shall include the UNIDROIT General Principles of International Commercial Contracts (2010).

16.3   *Waiver*: Nothing relating to the access or use of the Universal POST*CODE® API by the User shall constitute a waiver, explicit or implied, of any of the privileges and immunities of the UPU.

16.4   *Severability*: Should any provision be invalid or prohibited, such provision shall not invalidate the remainder of such provision or the remaining provisions.