

SelleSend — Legal Pack

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Acceptable Use Policy

Version 2026-06-v1 · Updated 2026-06-19

Acceptable Use Policy

You may not use SelleSend to:

1. **Ship prohibited items** — controlled substances, firearms, explosives, live animals, hazardous materials prohibited by the carrier or by law.
2. **Evade carrier rules** — mis-declare weight, dimensions, content or declared value to obtain lower rates or higher coverage than allowed.
3. **Defraud** — file false or inflated claims, abuse chargebacks, present forged documents, or impersonate another shipper.
4. **Send to sanctioned parties** — OFAC SDN list, embargoed jurisdictions, or any party screened-out by the platform's compliance engine.
5. **Damage the platform** — automated abuse, scraping, denial-of-service, reverse engineering, unauthorized access, or interference with security controls.
6. **Send threatening, illegal, or harmful content** in shipping instructions, notes or recipient communications.

Violations may result in immediate account suspension, claim denial, forfeiture of wallet balance up to the amount of damages, reporting to carriers and insurers, and where required by law, referral to authorities.

Report suspected violations: abuse@sellesend.com

Data Processing Addendum (DPA)

Version 2026-06-v1 · Updated 2026-06-19

Data Processing Addendum

This Addendum forms part of the agreement between SelleSend ("Processor") and the merchant ("Controller") for the processing of Personal Data on behalf of the Controller.

1. Subject matter and duration

SelleSend processes Personal Data on behalf of the Controller for the purpose of providing the Service for the term of the Agreement.

2. Nature and purpose of processing

- Generating shipping labels and tracking events
- Verifying recipients (KYC, OFAC screening, address validation)
- Billing, payment processing and reconciliation
- Fraud detection and security monitoring
- Customer support

3. Categories of data

- Identification: name, email, phone, company.
- Contact: shipping and billing addresses.
- Transactional: shipments, rates, payments, claims.
- Technical: IP, device, browser, audit logs.

4. Sub-processors

SelleSend uses approved sub-processors (carriers, payment processors, hosting providers, analytics). The current list is published at </legal/sub-processors> and updated on material change with at least 30 days' notice. Controller may object to a new sub-processor by written notice; if the objection cannot be resolved, the Controller may

terminate the affected portion of the Service.

5. Security

SelleSend implements appropriate technical and organisational measures including encryption in transit and at rest, role-based access controls, MFA, vulnerability management, and security incident response.

6. International transfers

For Personal Data transferred from the EEA/UK/Switzerland, the parties incorporate the EU Standard Contractual Clauses (Module 2) and the UK International Data Transfer Addendum by reference.

7. Data subject rights

SelleSend will assist the Controller in responding to data-subject requests within statutory timeframes.

8. Breach notification

SelleSend will notify the Controller of a confirmed Personal Data Breach without undue delay and in any event within 72 hours of confirmation.

9. Audit

The Controller may, upon reasonable notice and at its own cost, audit SelleSend's compliance with this DPA no more than once per year, subject to confidentiality and security restrictions.

10. Return / deletion

On termination, SelleSend will, at the Controller's choice, return or delete all Personal Data within 30 days, except where retention is required by law.

Contact: privacy@sellesend.com

Insurance Policy Terms (All-Risks / Marine Cargo)

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Insurance Policy Terms — Marine / All-Risks Cargo

Coverage purchased through SelleSend is underwritten by a licensed insurance partner and governed by the policy terms below in addition to the Shipping Terms & Policy.

Section 1 — General conditions

A. "All-Risks"

Unless otherwise specified, this policy insures new approved goods against "All Risks" of physical loss or damage from any external cause, except as excluded by Section 2 below.

B. Optional FPA terms (Free of Particular Average)

At the assured's option — declared to underwriters before sailing and before any known loss — approved goods may be insured FPA: free from particular average unless the vessel or craft is stranded, sunk or burnt, provided that underwriters will pay any loss reasonably attributed to fire, collision or contact of the vessel/conveyance with any external substance other than water; jettison; or washing overboard.

For air shipments **FPA AIR PERILS** applies: free from particular average unless the aircraft suffers an accident in takeoff or landing, comes to earth at a place other than an airfield, collides with another aircraft, is on fire, or is jettisoned.

C. Special insuring conditions (deductibles)

Where deductibles apply, they do **not** apply to claims for Total Loss,

Constructive Total Loss, General Average, Salvage Charges or claims recoverable under FPA conditions.

- **Automobiles & motorcycles ≤ 12 years old:** All-Risks; deductible 3% of insured value, minimum USD 500. No coverage while operating under own power except for positioning/loading. Vehicles > 1 year old require a pre-shipment survey.
- **Automobiles & motorcycles > 12 years old:** FPA terms.
- **Household goods & personal effects (professionally packed for export):** All-Risks; deductible 3% of insured value, minimum USD 500. Fragile articles limited to 15% of any single shipment. Any single antique or artwork capped at USD 10,000. Goods must be professionally packed; a valued itemised inventory must be available before shipment. Excludes moth/vermin/wear/tear/gradual deterioration. Excludes furs, cash, notes, stamps, deeds, tickets, traveler's checks, jewelry, watches.
- **Household goods not professionally packed:** FPA terms.
- **Frozen foods:** All-Risks (excluding gradual deterioration); covers refrigeration breakdown if continuous for ≥ 24 hours.
- **Bagged goods:** All-Risks; deductible 3% for breaking/tearing, min USD 500.
- **Wine/liquor/beer/spirits:** All-Risks; pilferage/breakage deductible 1%, min USD 500.
- **China/glassware/fragile articles (excl. plate glass):** All-Risks; breakage deductible 5%, min USD 500.
- **Plate glass/windows:** FPA terms.
- **Ceramic/marble/granite tiles:** All-Risks; breakage 5%, min USD 500.
- **Ceramic/marble/granite slabs & blocks:** FPA terms.
- **Steel & steel products:** All-Risks; excluding rust, oxidation, discoloration. Non-crated pipe/tube/rod also excludes bending, twisting, end damage.
- **Lumber stowed under deck:** All-Risks; deductible 2%, min USD 500.
- **Lumber stowed on deck:** FPA terms (goods in poop, forecastle, deck house, shelter deck, container or other enclosed space deemed stowed under deck).

- **Boats/yachts ≤ USD 500,000 and ≤ 40 ft:** All-Risks; deductible 1%, min USD 500.
- **Boats/yachts > USD 500,000 or > 40 ft:** FPA terms.
- **Scrap:** FPA terms; no coverage for bearings/turnings/engine blocks/oil covered scrap, shipments > USD 500,000, vessels on break-up voyages, or vessels > 20 years old. Rate = 150% of FPA rate.
- **Computer/electronic components on racks:** All-Risks; deductible 10%, min USD 1,000.
- **Appliances & electronics:** All-Risks; deductible 5%, min USD 1,000.
- **Used goods** (except used printing presses/textile machines): All-Risks.

Excludes rust/oxidation/discoloration. Pre-shipment condition survey with photographs required — without it, marring/chipping/scratching/denting are also excluded. Deductible 1%, min USD 500. Max USD 500,000 per conveyance.

D. "On-deck" bill of lading

Goods carried on deck under an on-deck B/L = FPA terms. Goods carried on deck under an **under-deck** B/L without shipper's knowledge & consent are treated as under-deck cargo.

E. Consolidation / deconsolidation

Coverage extends to goods stopped in transit anywhere in the world for consolidation, deconsolidation, packing, repacking, containerisation, de-containerisation, distribution or redistribution, on the premises of freight forwarders, consolidators, truckers, warehousemen or similar parties, for a period not exceeding **60 days** after receipt of the goods at such premises.

Section 2 — General exclusions

In no case shall this insurance cover:

- **A.** Ordinary leakage, ordinary loss in weight/volume, or ordinary wear and tear.
- **B.** Loss, damage or expense attributable to willful misconduct of the assured.
- **C.** Rust, oxidation or discoloration on unpacked / unprotected cargo.
- **D.** Loss of market, or loss/damage arising from delay (whether caused by

an insured peril or otherwise).

- **E.** Inherent vice or nature of the goods.
- **F.** Loss caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel where the assured was aware (or should have been) of such risk at the time of loading.
- **G.** Insufficiency or unsuitability of packing where carried out by the shipper/consignee/their employees, or prior to attachment of this insurance.
- **H.** Electrical, electronic or mechanical derangement, unless the assured demonstrates such damage resulted from an insured peril.
- **I.** Shipments on chartered vessels not classed A1 American Record (or equivalent IACS member); chartered vessels > 40 years; vessels on break-up voyages; chartered barges; Great Lakes service; military/naval vessels; or dry/liquid bulk vessels > 15 years.

The insurance company has the right to decline any claim where any condition has not been complied with.

Privacy Policy

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SelleSend Privacy Policy

This Privacy Policy describes how SelleSend collects, uses and shares information about you when you use the Service.

1. Information we collect

- **Account information** — name, email, company, role.
- **Shipment data** — origin/destination addresses, parcel details, declared values, carrier selections, tracking events.
- **Payment information** — handled by our PCI-compliant payment processors (Stripe). We do not store full card numbers.
- **Verification & KYC data** — when required for high-value shipments, international screening, or merchant onboarding.
- **Usage data** — IP address, browser, device, pages visited, feature interactions.

2. How we use it

- Provide and operate the Service (rate-shop, label generation, protection, reconciliation).
- Detect fraud, screen against OFAC/sanctions lists, comply with legal obligations.
- Support, communications, analytics, and product improvement.

3. Sharing

- **Carriers** (FedEx, UPS, USPS, EasyShip, etc.) — only the data needed to create the label and deliver the package.
- **Payment processors** — Stripe and underlying card networks/banks.
- **Insurance partner** — only when you elect protection coverage.

- **Service providers** (hosting, email, analytics) under appropriate confidentiality terms.
- **Law enforcement / government** as required by law.

We do **not** sell personal information.

4. Your rights

Depending on where you live (California CCPA, EU/UK GDPR, etc.), you may have the right to access, correct, delete, port your data, or object to certain processing. Email privacy@selleseend.com to exercise any right.

5. Retention

We retain account and shipment data for as long as your account is active and for up to 7 years thereafter to comply with tax, accounting and regulatory obligations. Audit logs may be retained longer to defend against fraud or legal claims.

6. Security

We use TLS in transit, encryption at rest, role-based access controls, MFA for admin accounts, and a defence-in-depth posture. No system is perfectly secure — please report suspected vulnerabilities to security@selleseend.com.

7. Contact

SelleSend, 4275 Executive Square #200, San Diego, CA 92037
privacy@selleseend.com

Refund & Chargeback Policy

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Refund & Chargeback Policy

1. Shipping labels

A label refund is requested through the carrier; refund eligibility and timing depend on the carrier's policy. SelleSend processing fees and any add-on fees are non-refundable once the label is generated.

2. Wallet credits

Unused wallet balance is refundable at any time on written request to support@sellesend.com, minus any processing surcharges already absorbed. Funds are returned to the original funding source within 7-10 business days.

3. Subscriptions

Subscription tiers (Pro, Enterprise) are billed monthly and can be cancelled at any time. You retain access through the end of the current billing period. We do not pro-rate refunds for partial-month cancellations.

4. Premium Tools and protection

Per-use premium tool fees (SmartShip, SuperTrak, Fraud Verify, etc.) are non-refundable once the tool has produced a result. Protection plans are governed by the Insurance Policy Terms.

5. Chargebacks

We treat unsolicited chargebacks as a breach of contract. If a chargeback is filed for a label, premium tool or subscription that was delivered or consumed, we may (a) reverse the chargeback with evidence, (b) suspend the account pending resolution, (c) recover the chargeback amount plus a

\$25 processing fee from any wallet balance, future top-ups, or saved funding source.

6. Discrepancy rebills

Carrier billing discrepancies (reweighs, address corrections, residential upcharges, oversize, fuel adjustments) are billed to the merchant per the Master Service Agreement. SelleSend adds a transparent platform reconciliation fee disclosed at the time of rebill.

7. Contact

billing@sellesend.com

Shipping Terms & Policy

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Shipping Terms & Policy

These terms govern every shipment created through the SelleSend platform. By generating a label you accept these terms in full. They are layered on top of, and do not replace, each carrier's published tariff and the SelleSend Master Service Agreement.

1. Property eligible for coverage

Jewelry, collectibles, precious and semi-precious stones, diamonds (must be in a setting) and similar related goods. Other categories are eligible only when expressly listed in a written addendum issued by SelleSend.

2. Packaging

A double-boxing method must be used for every shipment moved through the SelleSend network. The shipper warrants that the shipment is packaged adequately to protect the enclosed property under ordinary carrier handling and that each package is securely sealed (clear tape on both ends).

3. Coverage caps by service

Coin shipments: \$10,000 per package via USPS; \$25,000 via FedEx and UPS.

Shipments to/from Mexico, Russia and China are not insured.

Overnight letters and/or envelopes are not insured.

Domestic (FedEx)

- **\$100,000** — FedEx Priority Business-to-Business (all conditions met)
- **\$75,000** — FedEx Standard
- **\$50,000** — High-risk ZIPs: 10024, 10025, 10032, 10036, 90013, 90014, 90210, 90212
- **\$15,000** — FedEx 2-Day and Friday-for-Monday delivery (regardless of priority)
- **\$5,000** — FedEx Express Saver and FedEx Ground

- **\$35,000** — Maximum for any residential delivery

Domestic (UPS)

- **\$100,000** — UPS Next Day Air Business-to-Business (all conditions met)
- **\$75,000** — UPS Next Day Air Saver
- **\$50,000** — High-risk ZIPs (same list as above)
- **\$15,000** — UPS 2nd Day and Friday-for-Monday delivery
- **\$5,000** — UPS 3-Day Select and UPS Ground
- **\$35,000** — Maximum for any residential delivery

You may insure up to an additional \$50,000 through UPS directly — contact SelleSend support for instructions.

4. Declared value

- Shipper warrants ownership or authorized-agent status and accepts these conditions on behalf of all interested parties.
- No values are to be declared on the air bill / label unless explicitly instructed by a SelleSend representative.
- All parcels must be declared to SelleSend in full. Coverage attaches in excess of carrier liability (if any). Losses are paid in the same proportion that the declared value bears to the actual value of the shipment.
- The declared value is the amount declared by the shipper or the actual monetary value of the property on the date of loss, whichever is less, up to a maximum of **\$75,000 per package** unless a higher limit is granted in writing.
- If the shipper fails to declare a value, coverage is limited to **\$100**.

5. Labeling & identification

- The label must not reference precious commodities (gold, diamonds, jewelry, etc.). Sender and recipient names/addresses must avoid such references — use abbreviations or pseudonyms.
- Each package should be stamped with an identifying mark on both sides of

the box.

- **Signature Required must be selected on every label.** For UPS this means the "Signature Required" option; for FedEx the equivalent.
- All sender and recipient label information must be complete and legible so the carrier can secure a delivery signature.

6. Pickup, drop-off and delivery

- Unmanned/unstaffed collection points and drop boxes must **not** be used.
- Carriers do not deliver to P.O. boxes — use USPS for any P.O. box destination.
- Residential, hotel, trade show, etc. deliveries: a package signed for by any representative (concierge, doorman, front-desk clerk, etc.) at the intended address is considered delivered, and insurance ceases at that moment.
- A signature is required for **all** residential deliveries.

7. International shipments

- U.S., Canada, Puerto Rico, Guam and all U.S. territories are covered to the maximum limits of the policy.
- Countries with risk designation **#1** are covered to final destination up to **\$30,000** per conveyance.
- Countries with risk designation **#2** are covered to final destination up to **\$10,000** per conveyance.
- Countries with risk designation **#3** are covered up to **\$10,000** to the first point of entry into the country only. Beyond that point the shipper is responsible for conveyance. ****Armored carriage is strongly recommended for #3 destinations.****
- Insurance ceases on delivery to consignee or 15 days after arrival while awaiting customs clearance, whichever occurs first.
- Code designations may change. Call SelleSend before each international shipment for the current designation and any case-by-case coverage uplift.
- Signature Required must always be selected on international packages where the option is available.

8. Claims procedure

- All potential claims must be reported to SelleSend within **48 hours** of the date of shipment.
- No claim for loss or damage shall be valid unless written notification is received by SelleSend within a maximum of **14 days** from the date of loss or expected time of arrival.
- The shipper must be an authorized employee or agent of the approved company to receive insurance coverage.
- Accurate data entry into the SelleSend platform is the sole responsibility of the client. Losses occurring as a result of misinformation, improper address, or improper labeling are excluded absolutely.
- Short-shipment claims are not recoverable unless the package shows evidence of tampering or damage AND the consignee notes the condition in writing on the delivery receipt or refuses acceptance.

9. Exclusions

- **Signature releases on file** — all losses from signature releases are excluded absolutely. The client must confirm no signature release exists at the recipient location.
- **Returned shipments** are excluded unless the parcel is being returned because it was undeliverable.
- **C.O.D. and similar collections** are at the shipper's sole risk — including non-payment, fraud, forgery and credit-card fraud. SelleSend is not liable for any such actions or instruments.
- Delay, loss of market, loss of use, consequential loss, inherent vice, wear, tear, gradual deterioration and depreciation are not recoverable.
- Subject to Insurance Policy Terms which exclude losses caused by War, Military Action, Nuclear Hazard, Radioactive Contamination, Terrorism and Governmental Action.

10. Pair-and-set

In the event of loss or damage to any article that is part of a set, the measure of loss shall be a reasonable and fair proportion of the total value of the set, considering the importance of said article. In no event shall such loss be construed to mean total loss of the set.

11. Confirmation numbers

The confirmation number provided by SelleSend is effective only for the specific order to which it was issued.

12. Fraud notice (required statutory wording)

"Any person who knowingly and with intent to defraud any insurance company or other person files an Application for Insurance or Statement of Claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act which is a crime, and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each violation."

13. Tampering & shortages

- Any noticeable tampering must be reported to the driver immediately.
- All shortage of goods or missing-contents claims will be investigated by the authorities.

14. Contract carrier status

SelleSend is a **contract carrier**, not a common carrier. The insurance company has the right to decline any claim where any condition of this policy has not been complied with.

15. Modifications

All of the aforementioned terms, conditions and exceptions remain unaltered unless modified in writing by SelleSend or its authorized agents.

Terms of Service

Version 2026-06-v1 · Updated 2026-06-19

SelleSend Terms of Service

These Terms of Service ("Terms") govern your access to and use of the SelleSend platform, websites, APIs, dashboards and related services (collectively, the "Service"). By creating an account or using the Service you agree to these Terms. If you do not agree, do not use the Service.

1. Account & eligibility

You must be at least 18 years old and capable of entering into a binding contract. You are responsible for keeping your credentials confidential and for all activity that occurs under your account.

2. Use of the Service

- You will use the Service in compliance with applicable law and the SelleSend Acceptable Use Policy.
- You will not reverse engineer, scrape, or interfere with the Service except as permitted by law.
- You authorize SelleSend to integrate with the carriers, payment processors, and third-party services you elect to connect.

3. Fees & payment

Shipping labels, premium tools, protection plans and subscription tiers are billed per the pricing surfaced inside the Service at time of purchase. SelleSend may pass through credit-card processing surcharges that are clearly disclosed before checkout. Bank-to-bank (ACH) funding is provided without a surcharge.

4. Carrier services

Carrier liability is limited to each carrier's published tariff. Any

additional protection purchased through SelleSend is governed by the SelleSend Shipping Terms & Policy and the Insurance Policy Terms.

5. Suspension & termination

We may suspend or terminate access if (i) you breach these Terms or the AUP, (ii) you fail to pay outstanding balances, including billing discrepancies, after notice, or (iii) suspension is required by law, sanctions, or a carrier directive.

6. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". SELLESEND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLESEND'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (a) THE AMOUNTS YOU PAID TO SELLESEND IN THE 12 MONTHS PRECEDING THE CLAIM OR (b) USD 100. SELLESEND WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

8. Governing law

These Terms are governed by the laws of the State of California, without regard to its conflict-of-laws provisions. Disputes shall be resolved in the state or federal courts located in San Diego County, California.

9. Changes

We may modify these Terms by posting an updated version. Material changes will be highlighted in-app. Your continued use of the Service after the effective date constitutes acceptance.