

BEFORE THE
POSTAL RATE COMMISSION

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POSTAL RATE COMMISSION
OFFICE OF THE SECRETARY

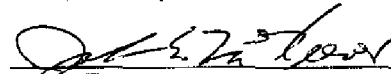
COMPLAINT ON POST E.C.S.

DOCKET NO. C99-1

ANSWERS OF UNITED PARCEL SERVICE TO
OFFICE OF THE CONSUMER ADVOCATE
INTERROGATORIES OCA/UPS-1 THROUGH 5,
OCA/UPS-7 AND 8, OCA/UPS-9(a)-(b), (d),
AND OCA/UPS-10 AND 11
(July 15, 1999)

Pursuant to Section 25(b) of the Commission's Rules of Practice, 39 C.F.R.
§ 3001.25(b), United Parcel Service hereby submits the attached answers to
interrogatories OCA/UPS-1 through OCA/UPS-5 (in part), OCA/UPS-7 and 8 (in part),
OCA/UPS-9(a)-(b), (d), and OCA/UPS-10 and 11 (in part). UPS has objected to
OCA/UPS-5 (in part), 6, 8 (in part), 9(c), 11 (in part), and 12.

Respectfully submitted,



John E. McKeever
Kenneth G. Starling
Nicole P. Kangas
Attorneys for United Parcel Service

PIPER & MARBURY L.L.P.
3400 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103
(215) 656-3300
and
1200 19th Street, N.W.
Washington, DC 20036
(202) 861-3900

Of Counsel.

ANSWER OF UNITED PARCEL SERVICE
TO INTERROGATORY OF
THE OFFICE OF THE CONSUMER ADVOCATE

OCA/UPS-1. Provide a full description of UPS Document Exchange.

ANSWER TO OCA/UPS-1: See Library Reference UPS-LR-1.

ANSWER OF UNITED PARCEL SERVICE
TO INTERROGATORY OF
THE OFFICE OF THE CONSUMER ADVOCATE

OCA/UPS-2. Provide copies of any form of customer agreement, license agreement, user agreement, software agreement, or other agreement offered by UPS to customers for UPS Document Exchange service.

ANSWER TO OCA/UPS-2: See Attachment A hereto.



UPS DOCUMENT EXCHANGE

[SIGN-UP NOW](#)[SELECT A SERVICE](#)[MEMBER BENEFITS](#)[CONTACT US](#)

Terms and Conditions

UPS ONLINE COURIER SERVICES AGREEMENT

IMPORTANT!

PLEASE CAREFULLY READ THIS AGREEMENT.

This UPS ONLINE COURIER SERVICES AGREEMENT (the "Agreement") governs your use of the UPS OnLine Courier service offered by UPS INTERNET SERVICES, INC., a Delaware corporation, ("UPS"). The UPS OnLine Courier service is available for your use only on the condition that you agree to the terms and conditions set forth below, all with the intention to form a legally binding agreement. IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD SIGNIFY YOUR ACCEPTANCE BY CLICKING ON THE URL AT THE BOTTOM OF THIS MESSAGE (OR OTHERWISE COPYING AND PASTING THE URL INTO YOUR BROWSER).

1. SERVICE UPS agrees to provide the UPS OnLine Courier service to you only as authorized in this Agreement. This Agreement is effective from the date you select the URL button at the bottom of this Agreement or otherwise begin using the UPS OnLine Courier service. Either UPS or you may terminate this Agreement at any time, with or without cause, upon notice to the other party. The UPS OnLine Courier service may be used only for your transmission of information for your own use and may not be used on an outsourcing basis or similarly on behalf of third parties.

2. OWNERSHIP The UPS OnLine Courier service is a proprietary product of UPS and/or its licensor(s) and is protected under Copyright and other laws. All right, title and interest in and to the UPS OnLine Courier service, including all associated intellectual property rights, is and shall remain with UPS and/or its licensor(s). This Agreement does not convey to you any interest in or to the UPS OnLine Courier service or any associated intellectual property rights, but only a limited right of use revocable in accordance with the terms of this Agreement.

3. FEES The per transaction fee(s) will be posted on the UPS Document Exchange Website and may be increased or decreased from time to time in UPS's discretion. PLEASE CHECK THE FEE LISTING ON THE UPS DOCUMENT EXCHANGE WEBSITE BEFORE EACH USE TO GET THE CURRENT FEE FOR SERVICES. You are responsible for and agree to pay per transaction fee(s) for each of the messages carried through the UPS OnLine Courier service on your behalf. ALL AMOUNTS NOT

Attachment A

PAID TO UPS WHEN DUE WILL BEAR INTEREST IN U.S. DOLLARS AT A RATE EQUAL TO THE LESSER OF (a) 18% PER YEAR OR (b) THE MAXIMUM LAWFUL INTEREST RATE PERMITTED UNDER APPLICABLE LAW. You agree to reimburse UPS in full for all costs, expenses, and attorneys' fees incurred by UPS in collecting overdue amounts.

4. WARRANTY DISCLAIMER, WAIVER OF CLAIMS, AND LIMITATIONS OF LIABILITY

a. UPS PROVIDES THE UPS ONLINE COURIER SERVICE "AS IS" AND WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT AS MAY BE MANDATED BY LAW. UPS TO THE FULL EXTENT PERMITTED BY LAW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. UPS DOES NOT WARRANT THAT USE OF THE UPS ONLINE COURIER SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. UPS FURTHER DOES NOT WARRANT THAT THE INFORMATION STORED OR TRANSMITTED BY THE UPS ONLINE COURIER SERVICE WILL BE FREE FROM UNAUTHORIZED ACCESS OR MODIFICATION.

b. YOU ASSUME ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF THE UPS ONLINE COURIER SERVICE. YOU ACKNOWLEDGE THAT UPS IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY MESSAGES, DOCUMENTS OR CONTENTS THEREOF TRANSMITTED USING THE UPS ONLINE COURIER SERVICE. IN NO EVENT WILL UPS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR PENALTIES (INCLUDING LOSS OF PROFITS, INABILITY TO USE THE UPS ONLINE COURIER SERVICE AND/OR DAMAGES (DIRECT OR OTHERWISE) FOR DELAY IN DELIVERY OR FAILURE TO GIVE NOTICE OF DELAY), EVEN IF UPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR PENALTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL UPS'S LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS TO YOU OR TO ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT, DELICT, OR OTHERWISE, EXCEED ANY TRANSACTION FEE ACTUALLY PAID BY YOU FOR THE TRANSMISSION ALLEGED TO HAVE RESULTED IN LOSS OR, IF THE LOSS IS ALLEGED TO RESULT FROM SOME CAUSE OTHER THAN AN ATTEMPTED TRANSMISSION, SUCH LIABILITY SHALL NOT IN ANY EVENT EXCEED US\$100.00.

c. CLAIMS NOT MADE WITHIN SIX (6) MONTHS AFTER ATTEMPTED TRANSMISSION OF THE ITEM INVOLVED IN

ANY PARTICULAR TRANSACTION SHALL BE DEEMED WAIVED.

d. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY AND SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR OF DAMAGES FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. IF YOU ARE DEALING AS A CONSUMER YOUR STATUTORY RIGHTS WHICH CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS.

e. GIVEN THE NATURE OF THE UPS ONLINE COURIER SERVICE AND THE FEES PAYABLE FOR SUCH SERVICE, YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

5. FUTURE AMENDMENT BY POSTING ON WEBSITE OR OTHERWISE

UPS RESERVES THE RIGHT TO MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT OR THE UPS ONLINE COURIER DOCUMENTATION IN ITS SOLE DISCRETION AT ANY TIME BY POSTING A REVISED VERSION OF THIS AGREEMENT AND/OR THE UPS ONLINE COURIER DOCUMENTATION ON THE UPS DOCUMENT EXCHANGE WEBSITE OR OTHERWISE MAKING THEM AVAILABLE FOR YOUR REVIEW TOGETHER WITH REASONABLE NOTIFICATION TO YOU OF THE FACT OF SUCH AMENDMENT. ANY MODIFICATIONS TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY MODIFICATIONS TO THE WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, WILL SUPERSEDE THE PRIOR AGREEMENT PROVISIONS FOR ALL TRANSACTIONS OCCURRING AFTER THE REVISED VERSION HAS BEEN POSTED TO THE UPS DOCUMENT EXCHANGE WEBSITE OR OTHERWISE MADE AVAILABLE AS DESCRIBED ABOVE AND THE CONTINUED USE OF THE UPS ONLINE COURIER SERVICE AFTER THAT POSTING OR AVAILABILITY AND REASONABLE NOTIFICATION CONSTITUTES YOUR AGREEMENT TO THE REVISION.

6. CUSTOMER WARRANTIES AND OBLIGATIONS

a. You warrant and represent that:

(i) all information provided to UPS in connection with this

Agreement or with your use of the UPS OnLine Courier service is true and correct, (ii) you will update that information with UPS and/or its service provider as the information changes, (iii) all information provided by you will be current and accurate with UPS as of the date of each transaction transmitted or otherwise processed under this Agreement, and (iv) you are of legal age and fully capable, authorized, and empowered to enter into this Agreement and to make these representations and the other representations in this Agreement.

b. You have entered into this Agreement and you will use the UPS OnLine Courier service exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and rights of others.

c. You will not include programs, extraneous code, viruses or data that may be reasonably expected to damage, misappropriate or interfere with the use of data, software or systems, or the operation of the UPS OnLine Courier service.

d. You will keep confidential and not disclose your UPS OnLine Courier account number, login ID, or password to third parties and will not use an account number, login ID, or password that was not issued to you by UPS. In the event that your account number, login ID, or password is disclosed to any third party or otherwise compromised for any reason, you must notify UPS immediately.

e. You acknowledge that the UPS OnLine Courier service is not designed, intended or authorized for use in hazardous or mission critical circumstances or for uses requiring failsafe performance such as the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control systems or weapons control systems, for classified government documents or where failure could lead to death, personal injury or severe environmental damage, and you agree not to use the UPS OnLine Courier service for such uses or under such circumstances.

f. You agree to indemnify and hold UPS and its licensors, licensees, service providers and contractors (the "Indemnified Parties") harmless for any breach of warranty or other breach of this Agreement on your part, any reliance on any contents of messages or documents, or any use or disposition, or attempted use or disposition, of the UPS OnLine Courier service in violation of this Agreement or not in accordance with the documentation or in violation of any applicable laws. You agree that the Indemnified Parties shall have no liability to you or any third parties in connection with any such breach, reliance, or use or disposition or attempted use or disposition, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith.

7. EXPORT CONTROL REGULATIONS; USE OUTSIDE UNITED STATES You agree with respect to use of UPS OnLine Courier to comply with all applicable United States laws and regulations that govern the export and reexport of software and

technology (including software and technology that contains or relates to encryption), including without limitation the U.S. Export Administration Regulations and any regulations administered by the Department of the Treasury's Office of Foreign Assets Control, and to comply with any applicable laws and regulations of countries other than the United States that govern the importation, use or reexport of such software or technology.

8. OTHER RESTRICTIONS UPON SERVICE You agree that in no event shall UPS be responsible for your use of the UPS OnLine Courier service to send any materials valued in excess of the single transaction fee you are being charged by UPS for the transaction at issue. UPS shall not be obligated to transmit any message sent in violation of any provision of this Agreement. You agree that UPS may refuse to deliver any message and/or document that it deems in its discretion to violate the terms of this Agreement.

9. ACCESS TO AND LEGAL PRODUCTION OF TRANSMISSION You acknowledge and agree that UPS during the course of providing the UPS OnLine Courier Service may itself have access to the content of the transmission and may be required to grant access to a third party and/or decrypt messages and documents in response to any lawful subpoena or other form of legal compulsion.

10. YEAR 2000 DISCLAIMER While UPS desires to have the UPS OnLine Courier service function the same before and after January 1, 2000, UPS has not at this time fully tested the Year 2000 compatibility of the UPS OnLine Courier service. Therefore, you acknowledge that UPS is not responsible for the failure of any software, firmware or hardware to correctly process, provide or receive date data or properly exchange accurate date data, or for the consequences thereof. You further acknowledge that UPS assumes no responsibility or obligation to cause any software to accurately exchange date data with other software products, firmware or hardware, or to cause any software products, firmware or hardware to accurately exchange date data accurately with any other software.

11. CHOICE OF LAW, CHOICE OF LANGUAGE AND DISPUTE RESOLUTION

a. Interpretation of this Agreement will be governed by the laws of the State of Georgia, United States of America, excluding (i) its 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 Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

b. To the full extent permitted by law, the controlling language of this Agreement is English and any translation you have received has been provided solely for your convenience. To the full extent permitted by law, all correspondence and communications between you and UPS under this Agreement must be in the English language.

c. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATION TRIBUNAL SHALL CONSIST OF THREE ARBITRATORS, OF WHOM ONE SHALL BE NOMINATED BY UPS AND ONE BY YOU, AND THE THIRD, WHO SHALL SERVE AS CHAIRMAN, SHALL BE CHOSEN BY THE TWO PARTY-NOMINATED ARBITRATORS OR, IN THE EVENT THE PARTY-NOMINATED ARBITRATORS ARE UNABLE TO DESIGNATE THE THIRD ARBITRATOR, BY THE AMERICAN ARBITRATION ASSOCIATION. THE PLACE OF ARBITRATION SHALL BE ATLANTA, GEORGIA, AND THE LANGUAGE OF ARBITRATION SHALL BE ENGLISH. THE AWARD OF THE ARBITRATOR(S) SHALL BE FINAL AND BINDING. THE PARTIES WAIVE ANY RIGHT TO APPEAL THE ARBITRAL AWARD, TO THE EXTENT A RIGHT TO APPEAL MAY BE LAWFULLY WAIVED. EACH PARTY RETAINS THE RIGHT TO SEEK JUDICIAL ASSISTANCE: (A) TO COMPEL ARBITRATION; (B) TO OBTAIN INTERIM MEASURES OF PROTECTION PENDING ARBITRATION; AND (C) TO ENFORCE ANY DECISION OF THE ARBITRATOR(S), INCLUDING THE FINAL AWARD.

12. GENERAL

a. If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable under any circumstances, the provision or portion shall be deemed omitted with respect to those circumstances and the remaining provisions of this Agreement shall remain in full force and effect.

b. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

c. UPS is at all times an independent contractor and is not an agent, fiduciary, trustee or other representative of you. You acknowledge that you have dealt with UPS at all times at arm's length and that your relationship with UPS is not one of principal and agent. You do not have authority to bind or act on behalf of UPS and you agree to make no representation to the contrary.

d. UPS shall not be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers, transmitters, providers, vandals, or hackers, Year 2000 related

problems, or any other similar causes that may be beyond its control. In addition, you acknowledge that in connection with the UPS OnLine Courier service, messages and documents will be transmitted over local exchange, interexchange and Internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third party local exchange and long distance carriers, utilities, Internet service providers and others, all of which are beyond the control and jurisdiction of UPS and its suppliers. Accordingly, and without limiting the generality of the foregoing provisions of this Paragraph 12(d) or other disclaimers contained in this Agreement, UPS assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted via the UPS OnLine Courier service.

e. This Agreement as amended in accordance with Section 5 hereof is the complete and exclusive statement of the Agreement between UPS and you with respect to the UPS OnLine Courier service, and supersedes any prior or contemporaneous proposals, agreements, communications, discussions, documents, documentation, or representations, oral or written, pertaining to the subject matter of this Agreement, and no such proposals, agreements, communications, discussions, documents, documentation, or representations shall be binding on UPS.

f. You may not assign, delegate or transfer all or any part of this Agreement, or any rights hereunder, or any account number, login ID, or password for use in connection with the UPS OnLine Courier service to any third party without the express written approval of UPS, which may be withheld in UPS's sole discretion. Any such attempted assignment or transfer shall be void and of no effect. UPS may assign, delegate or transfer all or any part of this Agreement or any rights hereunder, without the need for any approval or consent from you, (i) to any person controlling, controlled by or under common control with UPS or (ii) to any third party selected by UPS but such arrangement, delegation or transfer to a third party shall not relieve UPS of any obligation to you hereunder.

The parties declare that they have required that this agreement and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'ils exigent que cette entente et tous les documents y afférents, soit pour le présent ou le futur, soient rédigés en langue anglaise seulement.

PLEASE NOTE: DETAILED INSTRUCTIONS AND TERMS REGARDING THE USE OF THE UPS ONLINE COURIER SERVICE ARE POSTED PERIODICALLY TO THE UPS ONLINE COURIER WEBSITE AT: <http://onlinecourier.ups.com>

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE SIGNIFY YOUR ACCEPTANCE BY CLICKING ON THE URL APPEARING BELOW, OR OTHERWISE COPY AND PASTE THE FOLLOWING URL INTO YOUR BROWSER:

Thank You,
UPS Customer Service
Custserv@exchange.ups.com
1-800-416-1616

[HOME](#)

ANSWER OF UNITED PARCEL SERVICE
TO INTERROGATORY OF
THE OFFICE OF THE CONSUMER ADVOCATE

OCA/UPS-3. What was the date that UPS Document Exchange was first offered to any customer or potential customer?

ANSWER TO OCA/UPS-3: Beta testing began in March of 1998. Actual service began June 15, 1998.

ANSWER OF UNITED PARCEL SERVICE
TO INTERROGATORY OF
THE OFFICE OF THE CONSUMER ADVOCATE

OCA/UPS-4. Is UPS Document Exchange available to foreign countries? Is it available from foreign countries to the United States? If so, which countries?

ANSWER TO OCA/UPS-4: UPS Document Exchange is available to foreign countries, and from foreign countries to the United States. The service is available for the following countries:

Americas	Asia	Europe/Africa/Middle East
Argentina Bahamas Bermuda Brazil Canada Cayman Islands Chile Costa Rica Mexico Panama Puerto Rico US Virgin Islands	Australia China Hong Kong India Japan Malaysia New Zealand Philippines Singapore Taiwan Thailand	Austria Belgium Denmark Finland Germany Iceland Ireland Luxembourg Netherlands Nigeria Norway Portugal South Africa Slovenia Sweden Switzerland Turkey United Arab Emirates United Kingdom

ANSWER OF UNITED PARCEL SERVICE
TO INTERROGATORY OF
THE OFFICE OF THE CONSUMER ADVOCATE

OCA/UPS-5. Has UPS entered into any arrangements with third parties in order to provide UPS Document Exchange service? If so, identify such third parties and describe the nature of their activities relating to UPS Document Exchange.

ANSWER TO OCA/UPS-5: Yes. The service provider is Tumbleweed Software Corporation. UPS has objected to this interrogatory to the extent that it seeks information concerning whether UPS has entered into any other arrangements with third parties in order to provide UPS Document Exchange service.

ANSWER OF UNITED PARCEL SERVICE
TO INTERROGATORY OF
THE OFFICE OF THE CONSUMER ADVOCATE

OCA/UPS-7. Is any hard copy produced or printed by UPS or any third party in the course of rendering UPS Document Exchange service? If so, describe the nature and purpose of such hard copy in detail.

ANSWER TO OCA/UPS-7: No, except that the recipient of a message or a document may print out a hard copy of the message or document, if the recipient so chooses.

ANSWER OF UNITED PARCEL SERVICE
TO INTERROGATORY OF
THE OFFICE OF THE CONSUMER ADVOCATE

OCA/UPS-8. What does UPS charge for UPS Document Exchange transactions? Please be specific, including, but not limited to:

- (a) Single document;
- (b) Single document to multiple recipients;
- (c) Extra charge for password protection;
- (d) Tracking or confirmation capability;
- (e) Volume discounts;
- (f) Cost to use Online Courier 3.0 management features;
- (g) Timed delivery;
- (h) Any other charges or charges for optional services.

ANSWER TO OCA/UPS-8: UPS's published rate chart for Document Exchange service is attached hereto as Attachment B. UPS has objected to this interrogatory to the extent that it requests charges other than these published rates.

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UPS DOCUMENT EXCHANGE™


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UPS OnLine Courier/ Pricing

[How it Works](#) | [System Requirements](#) | [Pricing](#)

AFFORDABLE--PAY PER TRANSACTION

Reinvent the way you do business with UPS OnLine Courier. It's easy and affordable. In fact, when you move from fax, messenger, or overnight service to UPS OnLine Courier, you're likely to obtain significant savings *and* simplify your shipping process. It's also possible to obtain volume discount rates. Isn't it time you switch to UPS OnLine Courier?

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- [Europe](#)
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- [South America/Middle East](#)

UPS DOCUMENT EXCHANGE
FREE
for **10 DAYS***
*OR 100 TRANSACTIONS

ONLINE COURIER FEATURES:

- [Easy to Use](#)
- [Encryption](#)
- [Delivery Control](#)
- [Universal Compatibility](#)
- [Recipient Management](#)

**SIGN UP FOR
10 FREE DAYS!**



For registered users

COURIER PRICING: NORTH AMERICA

DOCUMENTS SENT WITHIN NORTH AMERICA*

Monthly Transactions	Fully Secured	
1-99	\$2.50	\$1.00++
100-299	\$2.25	\$.90
300-999	\$2.00	\$.70
1000+	\$1.75	\$.60

DOCUMENTS SENT FROM NORTH AMERICA* TO ANOTHER REGION

Monthly Transactions+	Fully Secured**	
1-99	\$4.75	\$1.50++
100-299	\$4.30	\$1.35
300-999	\$3.80	\$1.20
1000+	\$3.30	\$1.05

ADDITIONAL SERVICES

Features

Receiver Confirmation	\$.25
Oversize file	\$.50

Attachment B

(per 1.44 MB
or about 10,000 pages)

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COURIER PRICING: EUROPE

DOCUMENTS SENT WITHIN EUROPE

Monthly Transactions+	Fully Secured**	
1-99	\$3.50	\$1.50++
100-299	\$3.15	\$1.35
300-999	\$2.80	\$1.20
1000+	\$2.45	\$1.05

DOCUMENTS SENT FROM EUROPE TO ANOTHER REGION

Monthly Transactions+	Fully Secured**	
1-99	\$6.30	\$2.50++
100-299	\$5.70	\$2.25
300-999	\$5.00	\$2.00
1000+	\$4.40	\$1.75

ADDITIONAL SERVICES

Features

Receiver Confirmation	\$.25
Oversize file (per 1.44 MB or about 10,000 pages)	\$.50

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COURIER PRICING: ASIA PACIFIC

DOCUMENTS SENT WITHIN ASIA PACIFIC

Monthly Transactions+	Fully Secured**	
1-99	\$5.50	\$2.25**
100-299	\$4.75	\$2.00
300-999	\$4.25	\$1.75
1000+	\$3.75	\$1.50

DOCUMENTS SENT FROM ASIA PACIFIC TO ANOTHER REGION

Monthly Transactions+	Fully Secured**	
1-99	\$8.50	\$4.75**

100-299	\$7.75	\$3.75
300-999	\$6.50	\$3.25
1000+	\$6.00	\$3.00

ADDITIONAL SERVICES**Features**

Receiver Confirmation	\$.25
Oversize file (per 1.44 MB or about 10,000 pages)	\$.50

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COURIER PRICING: SOUTH AMERICA/MIDDLE EAST**DOCUMENTS SENT WITHIN SOUTH AMERICA/MIDDLE EAST****Monthly Transactions+ Fully Secured****

1-99	\$6.00	\$2.50++
100-299	\$5.40	\$2.25
300-999	\$4.80	\$2.00
1000+	\$4.20	\$1.75

DOCUMENTS SENT FROM SOUTH AMERICA/MIDDLE EAST TO ANOTHER REGION**Monthly Transactions+ Fully Secured****

1-99	\$9.85	\$5.00++
100-299	\$8.85	\$4.50
300-999	\$7.90	\$4.00
1000+	\$6.90	\$3.50

ADDITIONAL SERVICES**Features**

Receiver Confirmation	\$.25
Oversize file (per 1.44 MB or about 10,000 pages)	\$.50

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* North America includes the U.S., Canada, Mexico, and Puerto Rico.

** Customers may elect to utilize all security features at the time the transmission is sent.

+ Prices quoted are for each e-package sent up to 1.44

megabytes in size; an oversize file charge will apply for each additional 1.44 megabytes of data thereafter.

++ Customers may deselect security option to achieve a reduced rate.

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ANSWER OF UNITED PARCEL SERVICE
TO INTERROGATORY OF
THE OFFICE OF THE CONSUMER ADVOCATE

OCA/UPS-9. Have any UPS customers substituted UPS Document Exchange service for the use of:

- (a) UPS hardcopy mail services?
- (b) Postal Service hardcopy mail services?
- (c) Post E.C.S. service?
- (d) Please quantify such substitution.

ANSWER TO OCA/UPS-9: (a)-(b), (d). UPS believes that such substitution has occurred or will occur, but cannot quantify any such substitution. UPS has objected to subpart (c) of this interrogatory.

ANSWER OF UNITED PARCEL SERVICE
TO INTERROGATORY OF
THE OFFICE OF THE CONSUMER ADVOCATE

OCA/UPS-10. Does UPS consider the Document Exchange service to be a trial service, an experiment, or a permanent new product?

ANSWER TO OCA/UPS-10: A permanent product.

ANSWER OF UNITED PARCEL SERVICE
TO INTERROGATORY OF
THE OFFICE OF THE CONSUMER ADVOCATE

OCA/UPS-11. Will UPS evaluate the UPS Document Exchange service to determine whether to continue, terminate, or modify the service? If so, provide all documents relating to such evaluation or plan for such evaluation.

ANSWER TO OCA/UPS-11: UPS (and other businesses) always engage in such evaluations on a continuing basis. That is especially true in the case of a relatively new product in a relatively new industry. UPS has objected to this interrogatory to the extent that it requests "documents relating to such evaluation or plan for such evaluation."

DECLARATION

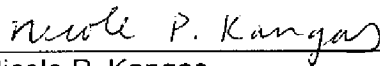
I, F. Dale Hayes, hereby declare under penalty of perjury that the foregoing answers are true and correct to the best of my knowledge, information, and belief.


F. Dale Hayes

Dated: July 13, 1999

CERTIFICATE OF SERVICE

I hereby certify that on this date I have caused to be served the foregoing document on all parties to this proceeding in accordance with Section 12 of the Commission's Rules of Practice.



Nicole P. Kangas

Dated: July 15, 1999
Philadelphia, PA