

CASS Terms and Conditions for CASS™ Certification for End-Users

Customers applying for CASS™ certification must comply with all Postal Service regulations regarding CASS certification. This document contains important terms and conditions which must be followed for End-User certification, but does not supersede or modify existing postal regulations. A description of the CASS program, certification, and regulations can be found at <http://ribbs.usps.gov/cassmass/documents/tech%5Fguides/> in the Technical Guides folder.

1. The responses provided on the CASS Stage II certification file used for certification must be created using the same configuration as used for processing customer/client address files. Any modification to the CASS certified software or configuration will require recertification prior to use or release. End-Users' use of the CASS certified software must not incorporate any other processing method (such as an override switch) into the CASS processing that will alter the intended output for automation discounts.
2. The CASS Stage II file will be processed in-house at the End-User's facilities.
3. CASS certification must be attempted only by the End-User or its employees(s). If it is determined that an unauthorized individual completed the system test, the certification will be disqualified. All answers will be written to the Stage II file via batch processing without manual intervention. The software used to process the CASS Stage II file contains technology that disables access to outdated USPS data in accordance with the Domestic Mail Manual (DMM) 708 Section 3.0.
4. When used in batch mode this product must not allow automated selection of an individual record from a list of multiple candidates.
5. Any software modifications to the product void the CASS certification, and if re-certification is not made, mail processed by the changed software will not be eligible for automation discounts.
6. All user modifications, such as new drivers or API to an existing CASS certified product must be certified separately by the End-User.
7. **All certification fees are payable within 30 days of receipt of invoice.** Failure to remit payment within 30 days could result in the suspension of CASS certification. If suspended, the software must be recertified once payment is received by the USPS.
8. CASS certification scores are confidential information and the CASS certified End-User agrees not to disclose scores achieved on their passing test for the purpose of marketing their software or hardware product, or for any other purpose than for internal use, or for supplying the USPS with the information.
9. USPS Trademarks: Use and Quality Control -- Customer agrees and acknowledges that CASS is a trademark of the United States Postal Service and that any and all use of it (if any at all) shall inure to the benefit of the USPS. Customer further agrees that it will use CASS (if at all) only in reference to USPS and its products and services, as appropriate, in accordance with the conditions set forth herein and such guidelines as provided by USPS.

USPS hereby grants to Customer a non-exclusive, non-transferable, royalty-free license for the Term (but subject to termination at will) to display the CASS and MASS marks and the USPS corporate name on Customer's promotional and advertising materials for CASS and MASS certified services (and products), but only to identify USPS and its goods or services. Customer may use the USPS corporate name only as a corporate name in a factual reference to USPS and not as a trademark nor in any other commercial or promotional sense. Customer may not display the USPS corporate name in its logo format. The size and positioning of the USPS corporate name and of the CASS and MASS marks must be proportional to the standard script displayed on Customer's promotional and advertising

materials. Customer may not use the CASS mark (or any other USPS mark) as part of or in conjunction with Customer's trade names, trademarks (including service marks, slogans, trade dress, or other types of marks), or in any other way without express written permission from USPS.

Customer hereby acknowledges and agrees that USPS has the right to review and approve (and at its sole discretion shall review and approve, subject to the CASS/MASS Regulations) Customer's use of the mark(s). Through such reviews, USPS shall exercise quality control over services and products offered in connection with its mark(s) and monitor use of the mark(s).

10. Advertisement – To ensure that prospective purchasers are not misled by any aspect of the advertising and method of sale used by CASS certified Service Bureaus to sell certified services, to ensure that the relationship between the CASS Service Bureaus and USPS is correctly represented, to ensure that the USPS Trademarks are displayed correctly, and for other similar purposes, the CASS certified Service Bureaus shall submit to USPS, prior to use, samples of proposed advertising, promotional material, product literature, packaging, and any other proposed use of any USPS Trademarks.

CASS certified Service Bureaus shall not publish or distribute any advertising, promotional materials, product literature, packaging for or concerning CASS Certification until after it has received approval from USPS. USPS shall grant or withhold approval solely at its discretion.

11. Each customer wishing to become CASS certified must abide by the CASS Technical Guide that explains the certification process in detail. The technical guide is available at <http://ribbs.usps.gov/cassmass/documents/tech%5Fguides/> in the Technical Guides folder.

12. Once certified, the CASS End-User agrees to allow the USPS to randomly test the performance of the certified software to ensure continued compliance with all CASS rules and regulations. In the event the certified software no longer meets CASS requirements, the End-User will have forty-five (45) days to take corrective actions and re-certify to retain product certification. If the corrections are not made within the stated timeframe, the certification will be revoked and mail processed will no longer be eligible for automation discounts.

I hereby affirm that I have read and fully understand the terms and conditions listed above. I, my company, and/or firm agree to meet these terms and conditions as a prerequisite to applying for or obtaining CASS Certification. I affirm that I am an officer of the company, firm or organization and that I possess all necessary legal authority to sign on behalf of the company, firm, or organization. The materials submitted to USPS are true and complete to the best of my knowledge and belief. I understand that submission of false, fictitious or fraudulent statements or representations may be grounds for USPS terminating or suspending any CASS Certification and may be punishable by fine or imprisonment (U.S. Code, Title 18, Section 1001).

Applicant Name:	
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By: _____ (Signature)

Name (please print):	
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Title:	
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Date:	
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