



**Rules for the provision of postal services by
Nova Poshta
Limited Liability Company**

General Section

1. These Rules shall define the specifics of postal services provided by Nova Poshta Limited Liability Company, as well as other additional services related to the provision of postal services.

2. These Rules have been drawn up based on the Law of Ukraine “On Postal Service” dated November 3, 2022, No. 2722-IX as amended, the Rules for the Provision of Postal Services approved by the Resolution of the Cabinet of Ministers of Ukraine dated March 5, 2009, No. 270 (revised by the Resolution of the Cabinet of Ministers of Ukraine dated October 10, 2023, No. 1071) as amended.

3. These Rules shall define the relevant terms as follows:

Operator means the postal service operator, Nova Poshta Limited Liability Company (legal entity identification code 31317618);

Operator's partner means a business entity that, on behalf of the operator, under the operator's authorization, and for the operator's remuneration, accepts, registers, and delivers the shipment.

Shipment means registered postal parcels accepted to be transported within Ukraine according to these Rules;

Express waybill means a document that is created and recorded in the operator's accounting system to complete the registration of a shipment and contains the information required for the shipment to be transported.

Customer means a postal service customer being an individual or legal entity (sender or recipient) that uses postal services provided under the agreement with the Operator;

Sender means an individual or legal entity whose last name, first name, and patronymic (if any) or designation are specified in the established procedure for sending a shipment and the one who submits the shipment to the operator for transportation;

Recipient (addressee) means an individual or legal entity to whom the shipment is sent;

Shipment acceptance means a production operation that involves the shipment's transfer from the sender to the operator for subsequent transportation to the recipient;

Shipment registration means a production operation that involves accepting a shipment to be transported to the recipient in the operator's accounting system by generating and executing an express waybill;

Shipment delivery means a production operation that consists of delivering a shipment to the recipient;

Notice of shipment delivery means the operator's message informing the sender or a person authorized by the sender of the shipment delivery;

Unclaimed (undelivered) shipment means a shipment that has not been delivered to the sender or recipient within the deadline specified by the operator;

Branch means the operator's postal branch or other premises where postal services and other services specified in these Rules may be provided to customers on behalf of the operator and at its expense. In order to provide postal services, the operator shall run the following types of branches:

- Postal branches mean branches that provide such services as sending shipments of Documents and Parcels types with an actual and volumetric weight not exceeding 30 kg per place or per express waybill and with a maximum length of one side not exceeding 120 cm and each other side not exceeding 70 cm. Packaging is included in the dimensions. Given the size of the branch's premises, the operator shall be entitled to set other actual or volumetric weight restrictions for certain branches;
- Cargo branches mean branches that provide such services as sending shipments of Documents and Parcels types, as well as other shipments with an actual or volumetric weight exceeding 30 kg;
- Pickup points mean premises (part of the premises) on the territory owned by third-party business entities authorized to accept or deliver shipments on behalf of and at the expense of the operator;

Self-service terminal means a robotic postal communication device located in a branch designed to accept shipments without involving the operator's representative;

Parcel locker means a robotic postal communication device designed to receive and deliver shipments. It is placed on the street and inside commercial and residential premises;

Labeling means putting information sticks about the shipment on it;

Website means the operator's official website at www.novaposhta.ua;

Business account means a section on the website, which is accessed by entering the customer's personal login and password and is intended for exchanging information between the customer and the operator about the provision of postal services. The mobile application may be used only subject to the customer's consent to these Terms and the Privacy Policy.

Mobile application means computer software developed to be installed and used on mobile devices (smartphone, tablet computer), which can be downloaded on Android and iOS operating systems and is intended for exchanging information between the customer and the operator about the provision of postal services. The mobile application may be used only subject to the customer's consent to these Terms and the Privacy Policy;

API (Application programming interface)

means a set of options and tools enabling the exchange of information between the customer and the operator about the provision of postal services by exchanging data between the information (accounting) systems of the customer and the operator. The operator's API may be used only subject to the operator's API guidelines.

Postal services provided by the operator

4. The postal service provided by the operator shall be the service of forwarding registered postal shipments with declared value within the territory of Ukraine (hereinafter referred to as the core service). The operator shall not provide services of sending other types of shipments. The operator shall not provide universal postal services.

5. The core service is provided through one of the following methods (types):

Address to Address means accepting a shipment at the sender's address and delivering it to the recipient's address;

Address to Branch means accepting a shipment at the sender's address and delivering it to the recipient at a branch in the recipient's city;

Address to Parcel Locker means accepting a shipment from the sender at an address in the sender's city and delivering it to a parcel locker in the recipient's city;

Branch to Address means accepting a shipment from the sender at a branch in the sender's city and delivering it to the recipient's address;

Branch to Branch means accepting a shipment from the sender at a branch in the sender's city and delivering it to the recipient at a branch in the recipient's city;

Branch to Parcel Locker means accepting a shipment from the sender at a branch in the sender's city and delivering it to a parcel locker in the recipient's city;

Parcel Locker to Address means accepting a shipment from the sender at a parcel locker in the sender's city and delivering it to the recipient at an address in the recipient's city;

Parcel Locker to Branch means accepting a shipment from the sender at the parcel locker in the sender's city and delivering it to the recipient at the branch in the recipient's city;

Parcel Locker to Parcel Locker means accepting a shipment from a sender at a parcel locker in the sender's city and delivering it to a parcel locker in the recipient's city.

Transfer Point means accepting a shipment from the sender at a branch in the sender's city and delivering it to the recipient at the same branch or accepting a shipment from the sender at a parcel locker in the sender's city and delivering it to the recipient at the same parcel locker. The Transfer Point service via a parcel locker is temporarily available to consumers only.

Additional services provided by the operator

6. The following are related services provided by the operator in addition to postal services (hereinafter referred to as Additional Services) and do not belong to universal postal services:

"Courier Call" service involves providing the sender with a vehicle to load shipments for an agreed period of time. This service can be ordered by contacting the operator's personal manager. The service is ordered by creating a "Courier Call" application and adding pre-registered shipments to it through the business account or API.

Safekeeping means storing the shipment by the Operator for 30 calendar days, excluding the day of receipt at the Recipient's branch. Shipments of Documents and Parcels type shall be stored for 7 calendar days following the day of receipt at the Recipient's branch without additional charges. From the 8th to the 30th calendar day, a storage fee shall be charged. Shipments delivered to a parcel locker shall be stored in such a parcel locker for 5 calendar days following the day of receipt at the parcel locker.

The shipment shall be transferred to a branch nearest to the parcel locker on the 6th calendar day. The time the shipment is stored at the parcel locker is included in the shipment's total safekeeping period.

Reverse Delivery of Documents means returning the documents, which have been agreed with the recipient in advance, to the sender. The documents may be collected from the recipient upon delivery of the shipment or on another day, depending on the possibility of their provision. Documents collection is not a prerequisite for delivery of the shipment to the recipient, and the shipment shall be delivered to the recipient even if the recipient lacks documents for reverse delivery;

Reverse Delivery of Subtypes of Documents means returning those subtypes of documents (power of attorney, express waybill with or without a seal, state-standard consignment note with or without a seal, expense invoice with or without a seal, etc.) to the sender that were specified when accepting the shipment. The documents may be collected from the recipient upon delivery of the shipment and are a prerequisite for such delivery. Moreover, the operator shall notify the sender of any unusual situation and wait for his or her instructions for further actions;

Payment Check means that the operator verifies the fact of transferring funds by the recipient to the sender equal to the declared value indicated by the sender in the relevant express waybill when delivering the shipment to the recipient. The shipment shall be delivered to the recipient only if the funds have been transferred. The service may be ordered by a business entity that has concluded a Money Transfer Agreement with the operator's partner payment institution. - NovaPay Limited Liability Company (legal entity identification code 38324133);

Cash on Delivery means that the operator verifies the fact of transferring funds by the recipient to the sender equal to the declared value indicated by the sender in the relevant express waybill when delivering the shipment to the recipient. The shipment shall be delivered to the recipient only if the funds have been transferred. The service may be ordered by an individual consumer;

Document Signature Verification means returning those documents to the sender that have been signed by the recipient before the operator's representative. This service is provided subject to a written agreement with the operator;

Delivery to Supermarket Chains means providing additional services to the core services such as Branch to Address and Address to Address and includes delivery of shipments to customers operating shopping malls, self-service stores (supermarkets, hypermarkets, etc.) within the time specified by such customers by separate (designated) vehicles. The provision of this service includes the idle time of the vehicles on the customer's territory while waiting for shipments to be unloaded from the vehicles before being delivered to the customer. The service shall be activated by the Operator at the customer's request subject to a signed agreement with the Operator.

Local Express means sending a shipment during the same day within the same city and at certain time intervals. This service is available according to the type of the core service: Address to Address and Address to Branch. The shipment can be picked up at the address provided that at least 5 (five) shipments have been formed. This service shall be provided to the customer subject to a written agreement with the operator. Please find detailed information on the website;

Personal Delivery means delivering the shipment solely to the person specified as the recipient of the shipment. This service can be ordered only by the sender subject to a written

agreement with the operator when sending shipments according to one of the following types of the core service:

Branch to Address, Address to Address, Address to Branch, Branch to Branch;

Person Identification means verifying that the recipient is of legal age when the shipment is delivered to him or her personally. This service can be ordered only by the sender and for shipments according to one of the following types of the core service: Branch to Address, Address to Address, Address to Branch, Branch to Branch (except for pickup points). When delivering the shipment, the Operator's representative shall verify the recipient's date of birth by checking the identity document confirming the person's date of birth. The shipment can be delivered only if the Operator's representative enters the recipient's date of birth into the Operator's accounting system. When ordering the

Person Identification service, the Personal Delivery service is automatically activated. The Person Identification service cannot be ordered separately from the Personal Delivery service;

Piece-by-piece Delivery Control means the operator's representative controlling the process of unpacking the shipment by the recipient and transferring each piece of the shipment to the recipient according to the sender's waybill. This service shall be provided to the customer subject to a written agreement with the operator;

Packing means placing the shipment inside the most suitable type of packaging to ensure its reliable transportation, warehousing, storage, and protection. Packing rules are set out in Annex A to these Rules. Requirements for packing refrigerated shipments are set out in Annex B to these Rules.

Returnable packaging means placing the shipment in a reusable container that is used for transportation from the moment of shipment registration until the shipment is delivered to the recipient. Reusable containers shall remain the operator's property and shall not be transferred to the customer. This service shall be provided in cargo branches only;

Forwarding means changing the delivery address of a shipment that has already been accepted for transportation before it is delivered to the recipient. This service can be ordered by both the sender and the recipient. This service is limited to two requests per shipment;

Shipment Return means returning a shipment not delivered to the recipient to the sender before the expiration of the safekeeping period subject to a request for shipment return or in cases specified by applicable legislation or these Rules. Senders being business entities that have concluded an agreement with the operator can set up automatic shipment return in the business account.

"Device replacement" – provides for the issuance of replacement equipment to the client in exchange for the old one (actual weight up to 1 kg and dimensions up to 20*24*5 cm), which has failed or for other reasons, initiated by the sender.

To the Door means lifting a shipment to the floor when delivering it to the Recipient's address. The actual weight of one place of the shipment should not exceed 100 kg, and the distance from the place where the operator's vehicle is parked to the building should not exceed 50 m. This service can be ordered while processing the shipment and waiting for the courier. Both the Sender and the Recipient can order this service. If the shipment's weight per express waybill does not exceed 30 kg (actual or volumetric weight determined by the greater value), the service is provided with no surcharge, no prior order, and regardless of the Recipient's floor. Please find detailed information on the Website.

From the Door means lowering a shipment from the floor when picking it up from the Sender's address. The actual weight of one place of the shipment should not exceed 100 kg, and the distance from the place where the operator's vehicle is parked to the building should not exceed 50 m. This service can be ordered by the Sender while processing the shipment and waiting for the courier. If the shipment's weight per express waybill does not exceed 30 kg (actual or volumetric weight determined by the greater value), the service is provided with no surcharge, no prior order, and regardless of the Sender's floor. Please find detailed information on the Website. If there is no elevator, the power supply in the recipient's building is faulty or non-existent, or the shipment does not fit in the elevator, the Door-to-Door service is available:

Surcharge for Dimensions over 120 cm means providing the Sender with the possibility to send the Shipment with a side over 120 cm from the operator's cargo department or order an addressed collection.

Safe Service means the ability to conclude and execute an online transaction between the sender and the recipient for the remote sale and purchase of goods, whereby the recipient pays the cost (declared value) of such goods using an electronic payment instrument (payment card) on the Internet via a special link before the sender sends them to him or her. Moreover, the sender of the shipment shall receive these funds only after delivering such shipment to the recipient. In case of non-delivery of the shipment to the recipient or refusal of the recipient to accept the shipment, the funds paid as the cost (declared value) shall be returned to the recipient. This service is available to recipients only if a relevant agreement is concluded between the sender, the operator, and NovaPay LLC, a partner payment institution. In order to carry out joint marketing activities with senders, the designation of this service and the specifics of its provision within such marketing activities may differ.

Services provided by the operator

7. The following services are available to customers as part of the core service:

Restoring the Express Waybill Number means notifying the recipient or sender of the express waybill number after they contact the branch;

Shipment Tracking means the ability to track the location of a shipment using the express waybill number. This service can be requested on the website or via the mobile application;

Reschedule Delivery means the ability to reschedule the receipt of a shipment to a date and time interval convenient for the recipient;

Informing means notifying customers about the shipment's arrival, safekeeping of the shipment, and the possibility of receiving the shipment. This service shall be provided by the operator by sending a text message to the phone number, in the mobile application, via the Viber mobile application, or by phone call or e-mail. Changes to the settings of the Informing service shall apply to all shipments with the Customer specified as the sender or recipient in the express waybill. If the shipment has arrived at the branch and the declared value of the shipment is 30,000 (thirty thousand) hryvnias or more, the message about the arrival of the shipment shall not include the express waybill number for the recipient. If the same recipient has more than five shipments delivered on the same day with different express waybills, the express waybill number shall not be indicated in the SMS notification. The operator reserves the right to inform customers about unclaimed shipments.

Change of Data means that the sender can change the data specified in the express waybill from the moment it is created until the recipient receives the shipment;

Self-service means that the sender can register and send the shipment at the branch without involving the operator's representative. The shipment must be registered in the self-service area, which contains the necessary equipment for registering shipments and printing labels. The sender shall leave the registered shipments in the self-service area for further transportation;

Online Payment means the ability to pay the cost of core and additional services using the mobile application, business account, and on the website in the Track section using Internet acquiring technology;

Refusal to Receive the Shipment means that the sender and the recipient may refuse to receive the shipment. The refusal is considered to be declared (submitted) if the sender and the recipient of the shipment have submitted it in writing at the branch, by phone, or by electronic communication (including in the business account or mobile application). A refusal to receive the shipment may be submitted within 30 days from the date of receipt of the shipment at the recipient's branch.- Once the sender and the recipient refuse to receive the shipment, such shipment shall be considered an unclaimed shipment;

Other Recipient means that another person (an authorized representative) can receive the shipment at the branch, parcel locker, or address. This service can be accessed only by the recipient of the shipment using the mobile application, unless the sender has ordered such additional services as Person Identification or Personal Delivery. The authorized representative can receive the shipment at the branch using the mobile application or by providing the express waybill number and the SMS code that will be sent to the recipient upon receipt of the shipment. The authorized representative can receive the shipment at the parcel locker using the mobile application.

Easy Return means returning an already received shipment to the sender. Before ordering it, the recipient must agree on ordering the service with the sender, as well as the terms and conditions of the refund for the goods. This service can be used only by the recipient of the shipment using the mobile application or business account within 14 days from the date of receipt of the shipment.

Inspection in the Fitting Room means that the recipient can put on the shoes or clothes found inside the shipment in a specially designated place for fitting. The operator shall not provide this service unless expressly stipulated in the agreement with the sender.

Shipment Inspection means that the recipient can open the package in the branch or at the address and check its contents for external damage and compliance with the ordered goods before the operator's representative.

The following is prohibited during the examination:

- Connect devices, storage media, or tools not included in the shipment's package.
Exception:
 - SIM cards,
 - Headphones,
 - Batteries (branch delivery only),
 - Flash drives (branch delivery only for the purpose of checking TV screen defects);

- Use consumables included in the shipment (for example, dispensing test bottles of perfume or testing cosmetic products);

- Use the shipment's contents with the recipient's belongings, including storage media (it is forbidden to connect, read, or copy);
- Pour fuels and lubricants or other liquids into attachments designed to be used;
- Set passwords on electrical appliances included in the shipment that provide such a possibility (phones, tablets, computers, or laptops);
- Tear off factory, advertising, and reference stickers (except for stickers placed on the packaging of computer, electronic, and optical goods in spots of their opening);
- Disassemble attachments, except in cases requiring the installation of a SIM card or batteries without using a non-supplied device;
- Inspect the shipment outside the branch (for shipments addressed to branches).

When inspecting the shipment, it is prohibited to open the attachments in packages bearing the following methods of tamper-proof seal (only external inspection for damage is allowed):

- Indicator seals (thread stitching on bags; metal or paper seals on cans, perforations on the neck of lids on liquid containers, etc.);-
- Thermal film (excluding computer, electronic, optical products and accessories included in their contents) is a type of packaging films featured by the ability to shrink when exposed to heat and take the shape of the packaging product;
- Blister packaging is a container or case stamped in a way to follow the shape and dimensions of the item placed inside or to create a container necessary to hold the product, which is made of heat-resistant plastic and may have a rigid printing, metal, or plastic lining;
- Laminated polyethylene packaging is a type of packaging with two or more layers of film combined into one by heat, glue, or solvent.

The following is also prohibited in the case of addressed delivery:-

- Disassembling the crate in which the shipment is packed before making payment;
- Connect portable or household appliances to the mains (it is allowed to inspect the shipment for external defects and mechanical damage);
- Trying on items such as wigs, underwear, swimsuits, bras, and hosiery;
- Trying on jewellery items, specifically earrings;
- In case of addressed delivery, it is prohibited to try on clothes and shoes. If

these inspection rules are violated, the shipment is non-returnable.

Shipment addressing procedure

8. When registering shipments, the sender shall provide the following information to the operator:

- Last name and first name of the sender and the recipient if the sender and (or) the recipient is an individual, as well as their phone numbers;
- Denomination of the legal entity if the sender and (or) the recipient is a legal entity, identification code (USREOU code) of the legal entity, and phone number of the contact person;
- Sender's address: number and address of the operator's branch, parcel locker or street, name of the settlement, district, and region if the operator accepts shipments at the address;

- Recipient's address: number and address of the operator's branch, parcel locker or street, name of the settlement, district, and region if the operator delivers shipments at the address;
- Declared value of the attachment, general description of the attachment, number of places;
- Whether the sender or the recipient shall pay for the shipment transportation services;
- List of additional services and/or offers;
- Further (additional) information about the shipment that the sender considers necessary to inform the operator about.

Shipment registration procedure

9. Every shipment accepted by the operator for further transportation must be registered in the operator's accounting system. The shipment can be registered in the operator's accounting system by the sender electronically in the business account, via API, or in the mobile application, as well as by the operator itself at the branch or service address.

10. When registering a shipment electronically, the operator's accounting system shall produce the number of the registered shipment, as well as an express waybill and a completed internal shipment form (hereinafter referred to as labeling).

11. If the mains and (or) the Internet are not available, it is allowed to fill in the express waybill on a printed form containing the unique number of the registered shipment. If this is the case, the printed form shall be deemed as labeling.

12. The registration shall be completed by the operator entering the express waybill in the operator's accounting system. The operator shall enter the express waybill in the accounting system when the shipment is physically accepted by the operator at the branch or address. If the shipment is sent through a parcel locker, it shall be entered when the operator collects the shipment from the parcel locker.

13. Shipments shall be accepted without any postal date stamps or marking (franking) machines.

14. The operator shall not accept grouped shipments.

15. The sender shall provide a properly packed shipment or apply for an additional Packing service to send the shipment. A properly packed shipment shall mean a shipment packed according to Annex A to these Rules or, if the package is sent refrigerated, according to Annex B to these Rules.

16. If the shipment is sent by a representative of a legal entity or individual entrepreneur, such a representative must provide the operator with a business client identification card when registering the shipment at the branch. If a representative has no business client identification card upon first visit to the branch, such representative shall provide the original power of attorney bearing the mandatory details as required by the operator and one of the identity documents specified in the power of attorney, namely:

- Passport of a citizen of Ukraine;
- Passport of a citizen of Ukraine for travel abroad;
- Diplomatic passport of Ukraine;
- Service passport of Ukraine;

- Seafarer's identity card;
- Crew member's identity card;
- Identity card for return to Ukraine;
- Temporary certificate of a citizen of Ukraine;
- Driver's license;
- Stateless person's certificate for traveling abroad;
- Permanent residence permit;
- Temporary residence permit;
- Migration card;
- Refugee certificate;
- Refugee travel document;
- Identity card of a person in need of additional protection;
- Travel document of a person granted additional protection;
- Foreigner's passport;

Original powers of attorney provided to the operator shall not be returned.

17. If the sender registers the shipment independently and provides a printed express waybill to the operator, he or she may not provide the above documents.

18. If there is any suspicion that the shipment contains prohibited goods, the operator shall be entitled to request that the shipment be provided for inspection and verification of the goods. In case of refusal and/or detection of prohibited goods, the operator shall refuse to accept the shipment for transportation.

19. Once the shipment has been accepted for transportation, the sender shall inform the recipient of the express waybill number, delivery time, and familiarize the recipient with these terms of service.

20. The following categories of customers shall be prioritized no waiting in line when accepting a shipment for transportation:

- Elderly people (the operator's representative shall be entitled to check the pension certificate);
- Persons with disabilities regardless of the disability category (the operator's representative shall be entitled to check the pension certificate or other document confirming the disability);
- Persons accompanying children under 3 years of age;
- Pregnant women;
- Combat veterans (upon presentation of a veteran's certificate);
- Military personnel of the Armed Forces of Ukraine, the National Guard of Ukraine, the Security Service of Ukraine, the Foreign Intelligence Service of Ukraine, the State Border Guard Service of Ukraine, the Ministry of Internal Affairs of Ukraine, the State Security Administration of Ukraine, the State Service of Special Communications and Information Protection of Ukraine subject to the presentation of an official identity card or any other certificate confirming that the person is currently engaged in military service;
- Volunteers of territorial defense (upon presentation of the relevant certificate).

Declared value

20. The declared value of shipments shall be set in UAH only without kopecks. The declared value shall be limited:

- For shipments weighing up to 100 kg inclusive by UAH 399,999 (three hundred and ninety-nine thousand nine hundred and ninety-nine);
- For shipments weighing over 100 kg by up to UAH 1,000,000 (one million);
- For shipments sent to/from a parcel locker by up to UAH 15,000 (fifteen thousand).

The operator may accept shipments even with a higher declared value for transportation, as long as the sender is a legal entity and an agreement is concluded between the operator and the sender.

21. If there is any doubt as to whether the shipment corresponds to its declared value, regardless of the amount of such declared value, the operator's representative shall be entitled to take a photo of the contents of the shipment and upload it to the operator's accounting system.

Types, sizes, and weight limits of shipments

22. Shipments are classified into the following types:

- Documents type means shipments containing postcards, letters, and other documents as attachments. Such shipment weighs up to 1 kg and its dimensions do not exceed 32 cm in length, 23 cm in width, and 2 cm in height. Packaging is included in the dimensions;
- Parcels type means shipments weighing up to 30 kg (actual or volumetric weight) with a maximum length of one side not exceeding 120 cm and each other side not exceeding 70 cm. Packaging is included in the dimensions;

23. The greater value of the actual or volumetric weight is used to calculate the cost of delivery services.

The actual weight is defined in kilograms by weighing the shipment on the scales. The volumetric weight is defined by measuring the dimensions of the shipment using any of the formulas:

1) Volumetric weight [kg] = Length [cm] x Width [cm] x Height [cm] / 4,000;

2) Volumetric weight [kg] = Volume [m³] x 250

The weight is rounded up to the nearest whole kilogram according to the following rules: if the amount of grams after the kilogram is 499 grams or less, the grams are ignored. If more, one is added to the amount of kilograms after rounding.

List of goods prohibited for transportation

24. The following goods are not allowed for transportation:

- National currency (except for numismatic coins of the National Bank of Ukraine, investment coins of Ukraine, coins used for numismatic purposes and related collections), foreign currency;
- Firearms of all kinds, main weapon parts and ammunition;
- Devices for firing bullets equipped with rubber or similar non-lethal projectiles and ammunition;
- Cold steel arms and other items, specially designed for offense and defense (brass knuckles, stilettoes, cans with paralytic liquid, etc.);

- Other munitions, explosive initiating devices, explosive substances or devices, flammable or other hazardous substances;
- Hydrogen peroxide, acids, high-octane oxygen-containing impurities (chemical compounds added to gasoline), as well as liquids and substances in containers and other vessels with class 1 to 7 hazard signs on the manufacturer's label (sticker) inclusive: flammable, ignitable, and explosive substances, radioactive substances and other dangerous shipments with appropriate labeling ("explosive materials and substances", "pyrotechnic products", "gases", "flammable liquids", "spontaneously combustible substances", "toxic and infectious substances", "oxidizing substances", "radioactive materials", "corrosive and caustic substances", "other dangerous substances and products"). Substances labelled with hazard classes 8 and 9 are permitted for transportation, except for acids (regardless of concentration) and substances containing any amount of acid, mercury, hydrogen peroxide, or other chemical compounds with oxidizing properties. Poisonous plants are prohibited for transportation;
- Cylinders with liquid and gas, including fire extinguishers of all types (except for empty cylinders without a valve);
- Cans/cartridges with propane, butane, isobutane, and other flammable gases;
- Fluorescent lamps and other products containing mercury;
- Asbestos and its products (pipes, slate, etc.);
- Used batteries and accumulators, including batteries for automotive, motorcycle, and agricultural equipment. New batteries for automotive, motorcycle, agricultural machinery, and other new batteries with factory plastic covers (either in the original packaging or not) are allowed for transportation only to/from cargo branches or to/from the address;
- Animals, insects, animal remains, unprocessed fur, animal or human ashes;
- Foodstuffs, if the expiration date of such foodstuffs expires on the scheduled date of delivery of the respective shipment to the recipient. The operator shall not accept food products requiring special temperature control or with a shelf life of up to 10 days (expiration dates must be specified on the manufacturer's packaging), chilled or frozen goods, dairy products (except for vegetables, fruits, berries, and greens that are packaged according to Annex B to these Rules and do not pose a risk of contaminating other shipments). Chilled shipments in transport packaging that meets the requirements specified in Annex B to these Rules are allowed for transportation. The operator shall not ensure temperature control when transporting shipments and shall not be liable for temperature-related damage to the goods. Sending shipments with vegetables, fruits, seeds, plants, and ready-to-eat food products of animal origin may also be restricted or prohibited in areas where a special quarantine regime has been declared;
- Alcoholic beverages with an ethyl alcohol content of more than 8.5 percent by volume, except for those that are not subject to excise labels according to the tax legislation of Ukraine, tobacco products, liquids used in electronic cigarettes without standardized excise labels. In particular, alcoholic beverages with an alcohol content of up to 70% in glass and other containers with a capacity of no more than 5 liters and a standardized excise label, ordinary (non-sparkling) wines and fermented beverages with an actual alcohol content of more than 1.2 percent by volume of ethyl alcohol, but not higher than 15 percent, where excise labels are not required by

law, provided that the ethyl alcohol contained in the finished product is of fully enzymatic (endogenous) origin, are allowed for transportation;

- Medicinal products requiring special storage and transportation conditions, ethyl alcohol, veterinary immunobiological products. The prohibition on transportation shall not apply to transportation/shipping of human biological material as a smear (including from the oral cavity), medical, antiseptic, disinfectant, and detergent products with an alcohol content of up to 70% inclusive in plastic and metal containers with a capacity not exceeding 10 liters.
- Biological agents (microorganisms, viruses, biological toxins, particles, or other infectious substances, whether of natural origin or genetically modified, that can cause infection, allergy, toxicity, or otherwise endanger humans, animals, or plants);
- Narcotic drugs, psychotropic substances, and precursors included in the list approved by the Resolution of the Cabinet of Ministers of Ukraine No. 770 “On Approval of the List of Narcotic Drugs, Psychotropic Substances, and Precursors” as of May 6, 2000, and their analogues;
- Shipments emitting intense odors, being dirty and likely to damage other shipments or harm human or animal health (finished food products, heavily contaminated spare parts, objects in oil or other corrosive substances, bacteria and live viruses, toxic substances, etc.);
- Special technical means of secretly obtaining information, the list of which is defined by the Resolution of the Cabinet of Ministers of Ukraine No. 669 “Some questions of special technical means for removal of information from communication channels of other technical means of secretly obtaining information” as of September 22, 2016;
- Other goods prohibited by the current legislation of Ukraine (non-standard goods that are not included in any of the listed categories but are prohibited for transportation by the current regulatory legal acts);
- Containers with liquids without a manufacturer's label (sticker) bearing information on the name of the substance, its purpose, specifications, and storage conditions;
- Containers with liquids showing signs of damage, leakage, or unpleasant odor;
- Containers with liquids wrapped in corrugated cardboard, opaque film, scotch tape or other wrapping materials or packed in boxes (except for the manufacturer's packaging containing information on the name of the substance and its properties). If the liquid (substance) is of chemical origin, it is required to bear hazard signs.

25. Examples of marking hazardous goods prohibited for acceptance are provided in Annex A to these Rules.

26. The following chemicals with hazard class 2 and 3 signs are allowed for transportation in containers (packaging) of the manufacturer:

- Paints in metal containers with a volume of not more than 10 liters (no limit on quantity);
- Aerosols and sprays, cans with paints, as well as household, construction, cosmetics, and automotive chemicals with a capacity of up to 1000 ml;
- Medicinal, antiseptic, disinfectant, and laundry detergents containing up to 70% alcohol in plastic and metal containers of a capacity not exceeding 10 litres;
- Perfumes and cosmetic products with an alcohol content of up to 70% in glass and plastic containers;

- Automobile oils (motor, transmission) without limitation of the container volume.

27. The sender shall be liable for the presence of goods prohibited for transportation inside shipments that are delivered in a closed form and for damage caused to the operator or third parties.

28. If there are reasonable suspicions that the shipment presented for transportation contains goods prohibited for transportation, the operator shall be entitled to inspect the contents of the shipment in the presence of the sender and with his or her consent. The sender shall be responsible for proving that the goods are not prohibited for transportation. If it is determined that the goods are prohibited for transportation or if the sender denies inspection of the shipment's contents, the operator shall be entitled to refuse to accept the shipment for transportation. If, when transporting the shipment, it is found to contain goods prohibited for transmission, the operator shall be entitled to stop the transportation, seize the shipment, and take measures to dispose of it according to the current legislation. The operator shall not be liable for the loss, damage, or destruction of the shipment containing goods prohibited for transportation.

29. The operator shall be entitled to refuse to accept other goods for transportation if:

- such goods, based on their attributes or properties, pose a risk of causing harm to the life or health of employees or third parties, and/or may lead to contamination or damage (deterioration) of other shipments or equipment;
- the operator cannot warrant the preservation of consumer properties of the goods when transported,
- the shipment's packaging fails to meet the requirements specified by the operator.

Shipment handing over

30. In order to receive shipments with a declared value of less than UAH 30,000 (thirty thousand) at the branch or at the address, the recipient shall present to the operator any paper or electronic document (from the Diia application by scanning the QR code):

- Passport of a citizen of Ukraine;
- Passport of a citizen of Ukraine for travel abroad;
- Diplomatic passport of Ukraine;
- Service passport of Ukraine;
- Seafarer's identity card;
- Crew member's identity card;
- Identity card for return to Ukraine;
- Temporary certificate of a citizen of Ukraine;
- Driver's license;
- Stateless person's certificate for traveling abroad;
- Permanent residence permit;
- Temporary residence permit;
- Migration card;
- Refugee certificate;

- Refugee travel document;
- Identity card of a person in need of additional protection;
- Travel document of a person granted additional protection;
- Foreigner's passport;

31. Shipments with a declared value of less than UAH 30,000 (thirty thousand) sent to an individual may be issued to such individual upon presentation of a dynamic barcode (customer card) from the mobile application to the operator (to scan it) if the phone number, last name, and first name of the recipient in the express waybill match the data of the customer card.

32. To receive a postal item with a declared value of UAH 30,000 (thirty thousand hryvnias) or more, the recipient must present one of the documents listed in Article 13 of the Law of Ukraine "On the Unified State Demographic Register and Documents Confirming Citizenship of Ukraine, Identifying a Person or Their Special Status." Additionally, the recipient must answer an incoming call from the operator on the phone number specified in the express consignment note and confirm the delivery. If three identification attempts by phone call are unsuccessful, the recipient must provide the SMS code sent by the operator to their phone number.

33. If there are no documents confirming the recipient's identity, the operator can issue the shipment under one of the following conditions:

- The recipient can give the full number of the express waybill, and the amount of the shipment's declared value and the cost of the operator's services is less than UAH 5,000 (five thousand);
- The recipient may provide the express consignment note number and answer an incoming call from the operator on the phone number specified in the consignment note to confirm delivery. If three identification attempts via phone call are unsuccessful, the recipient must provide the SMS code sent by the operator to their phone number. This applies only if the declared value of the shipment is less than UAH 30,000 (thirty thousand hryvnias).

34. The operator reserves the right to change the terms of receiving shipments in order to preserve the shipment and/or deliver it to the proper recipient.

35. The operator shall record the fact of shipment delivery in the accounting system.

36. The shipment can be delivered to an individual not specified as the recipient if the sender has not ordered such additional services as Personal Delivery or Person Identification.

37. A person not specified as a recipient may receive a shipment with a declared value of up to UAH 30,000 (thirty thousand) subject to the provision to the operator of an identity document, express waybill number, and:

- A power of attorney duly executed according to the current legislation or
- A document confirming the degree of kinship if the individual is the recipient's close relative. For example: a certificate confirming marriage with the recipient or a stamp in the passport confirming such marriage; a birth certificate indicating the degree of kinship with the recipient as a parent or child or a stamp in the passport confirming such kinship or
- A document from the guardianship authorities and a document identifying the tutor/guardian of the incapacitated person who is indicated as the recipient of the shipment.

If the recipient of the shipment is a married woman and her relative's passport contains her maiden name, it is mandatory to present the marriage certificate of such a woman.

If the recipient has died, the shipment that was sent to him or her before such death may be received by a person presenting the original death certificate, a document certifying the kinship with the deceased, and a document certifying the identity of the person receiving the shipment instead of the deceased.

38. To receive shipments, representatives of legal entities and individual entrepreneurs shall provide the operator's representative with a business client identification card. The phone number, last name, and first name of the recipient indicated on the express waybill must match the data on the identification card. If there is no such card, the original power of attorney bearing the mandatory details as required by the operator must be provided. The representative shall provide the power of attorney upon the first visit to the branch and keep it with the operator. Once the power of attorney is provided, subsequent deliveries to a representative of a legal entity or individual entrepreneur shall be made upon presentation of the identity document of the representative specified in the power of attorney.

Features of providing addressed services

39. Postal services shall be provided at the address subject to the peculiarities specified in this section.

40. Postal services at the address shall be provided subject to the following conditions:

- The client is willing to hand over the shipment to the operator or receive it from the operator at the delivery address during the business day or within the appropriate time interval agreed for collection or delivery, respectively;
- The operator's representative can reach the customer's address by foot;
- The shipment's actual or volumetric weight is not exceeding 30 kg per place, maximum length is not exceeding 300 cm, height is not exceeding 220 cm, and width is not exceeding 170 cm. Packaging is included in the dimensions;
- The operator shall not move the shipment inside the customer's premises;

41. If the shipment has not been delivered on the scheduled delivery date due to the recipient's or his or her representative's unreadiness, it shall be attempted to be delivered within three calendar days. Subsequently, the shipment shall be delivered to the branch nearest to the recipient's address and shall be handed over at the branch.

During the legal regime of martial law, if the shipment cannot be delivered because of the absence of the recipient at the delivery address or for other reasons beyond the operator's control, the undelivered shipment may also be delivered to the nearest parcel locker (subject to availability of free lockers), and the operator shall notify the recipient thereof by sending a text message to the mobile application or, in its absence, to the recipient's mobile phone number specified in the express waybill.

42. The shipment shall be delivered to the recipient's residence only. If the recipient's address is a residential space in an apartment building or a non-residential space in any facility with more than one such space, delivery shall be made to such apartment building or facility. The shipment can be delivered to the door of an apartment or other non-residential premises if the additional To the Door service is ordered.

43. The shipment shall be picked up near the recipient's residence. If the recipient's address is a residential space in an apartment building or a non-residential space

in any facility with more than one such space, the shipment shall be picked up near such apartment building or facility. The shipment can be picked up near the door of an apartment or other non-residential premises if the additional From the Door service is ordered.

44. If the Personal Delivery service has not been ordered and the shipment's declared value is less than UAH 30,000 (thirty thousand), the shipment can be handed over to a person at the address specified in the express waybill.

Features of providing postal services via a parcel locker

45. Shipments weighing up to 20 kg, measuring no more than 40x60x30 cm, and with a declared value of up to UAH 15,000 can be accepted for delivery or issued via a parcel locker. Packaging is included in the dimensions.

46. If the shipment's dimensions do not fit into the parcel locker or if the parcel locker malfunctions while placing the shipment, it shall be delivered to the branch nearest to the parcel locker.-

47. Once the shipment arrives at the parcel locker, the operator shall notify the recipient thereof by sending a message to the mobile application or phone number.

48. The shipment can be received from the parcel locker subject to advance payment for the operator's services and the shipment's declared value, and as long as the recipient has a mobile application and is logged in. One can connect to the parcel locker if Bluetooth, geolocation, and mobile connectivity are enabled. The locker can be opened by executing commands from the mobile application interface. Once the shipment is received, the recipient must close the locker.

49. If the recipient fails to pick up the shipment from the parcel locker within 5 calendar days following the day the shipment was placed in the parcel locker, the operator shall move the shipment to the nearest branch, unless otherwise ordered by the sender.

50. Receiving or sending shipments through a parcel locker installed in the common area of an apartment building is available exclusively to persons living in apartments or using non-residential premises located in such apartment buildings.

Features of sending or receiving shipments via pickup points

51. Prepaid shipments with a declared value of less than UAH 15,000, an actual or volumetric weight not exceeding 30 kg, and a maximum length of one side of the shipment not exceeding 120 cm can be received or sent through the pickup points. The pickup points shall not issue shipments with unpaid operator's services or declared value. Shipments not delivered to recipients within 5 calendar days following the day of receipt at the pickup point shall be moved by the operator to the nearest branch.

Procedure and method of payment for services

52. The operator's services shall be paid for when ordered by the sender or when delivered by the addressee (recipient), or by another person if the relevant agreement provides therefor. The operator's services shall be paid in national currency at the effective rates.

53. The consumer can pay for the operator's services at the operator's cash desks (if any) or at the cash desks or through the software interface of NovaPay LLC, a partner payment institution, by initiating a money transfer to the operator's name. The terms and conditions of money transfers are available on the official website of NovaPay LLC at

<https://novapay.ua/>. No fee is charged for initiating money transfers to the operator's name.

54. The customer being a business entity (individual entrepreneur or legal entity) can pay for the operator's services in a non-cash way by transferring funds to the operator's bank account according to the terms of the agreement.

Terms of shipment delivery

55. The operator shall deliver the shipment according to the terms published on the operator's website at <https://novaposhta.ua/onlineorder/estimatedate>. The terms of shipment delivery shall be determined separately for each type of shipment and depending on the geographical area. If the operator delays the shipment delivery due to the recipient's fault (queue, absence of an authorized person, refusal to sign documents), the operator shall not warrant timely shipment delivery to the recipient and shall not be liable for the delay in shipment delivery.

Shipment safekeeping time

56. The shipment of the Documents and Parcel types, upon their receipt to be delivered to the recipient, shall be stored by the operator for thirty calendar days following the day of such receipt. If it is impossible to deliver the shipment to the recipient within these terms, such shipment shall be returned to the sender, unless the sender has specified, when registering it, not to return the shipment. If the recipient refuses to receive the shipment, the shipment shall be returned on the day of refusal.

If the shipment is returned, the sender, recipient, or third party shall be charged for shipping and safekeeping according to the operator's rates.

57. Shipments that are not delivered to recipients or senders shall be stored by the operator for the period specified in these Rules. Once the specified period expires, the shipments shall be considered undelivered (unclaimed). Undelivered shipments shall be stored by the operator for one month. The safekeeping fee shall be charged according to the operator's rates. During the specified period, the sender or the recipient may apply to the operator to receive the shipment or to extend its safekeeping time, but not more than for thirty calendar days.

59. Once the safekeeping period for undelivered shipments is over, such shipments shall become the property of the operator or be destroyed at the operator's discretion.

Rights, obligations, and responsibilities of customers

60. Before the shipment is delivered to the recipient, the sender shall be entitled to file an application for:

- Returning the shipment;
- Delivering the shipment to another person and at another address or to the same recipient at another address;
- Extending the shipment safekeeping period within the safekeeping period specified by the operator;
- Receiving information about the shipment delivery.

The fee for providing services under the above applications shall be collected from the applicant according to the rates set by the operator.

61. The sender is also entitled to:

- Collect the shipment if it has not yet been sent to its destination. If so, the sender shall be refunded the shipping fee paid by him or her, except for the cost of the packaging service;
- Refuse to receive the shipment returned to him or her, whereby the contents are partially or completely damaged, subject to compensation for the damages incurred;
- File an application to search for the shipment sent by him or her.

62. The sender's applications may be accepted by submitting them in hard copy at the operator's branches, by telephone or electronically by submitting them via the personal account or mobile application. Applications shall be accepted within six months from the date the shipment was accepted for transportation.

64. The recipient shall be entitled to file an application for:

- Extending the shipment safekeeping period within the period specified by the operator;
- Forwarding or delivering shipments sent to him or her to another address (if the operator provides shipment delivery services to another address specified by the recipient).

65. The recipient is also entitled to:

- Refuse to receive the shipment;
- File an application to search for the shipment sent to him or her;
- Refuse to receive the shipment, whereby the contents are partially or completely damaged, subject to compensation for the damages incurred.

66. The recipient's applications may be accepted by submitting them in hard copy at the operator's branches, by telephone or electronically by submitting them via the personal account or mobile application. Applications shall be accepted within six months from the date the shipment was accepted for transportation. The application shall not be considered by the postal operator if:

- The person submitting the application is neither the sender, nor the addressee (recipient), nor their authorized person;
- The time limit for accepting applications has expired.

Any information about the shipment or the sender (name, mailing address) shall be provided only to the recipient or his or her legal representative upon his or her request.

Operator's responsibility

67. If the operator loses or completely damages the shipment after accepting it for transportation, the operator shall refund the cost of services paid by the customer according to the relevant express waybill and reimburse the amount equal to the declared value of the shipment, but not more than the actual value of its contents.

68. In case of partial loss or partial damage of the shipment by the operator after accepting it for transportation, the operator shall refund the cost of services paid by the customer according to the relevant express waybill and reimburse the customer.

69. If, following the examination of the claim filed by an individual customer (except for an individual entrepreneur), the operator shall independently, out of court, acknowledge its guilt for the loss or damage of the shipment and pay a fine of 24.23% of the compensation amount in addition to the compensation amount.

70. The compensation amount paid voluntarily by the operator in favor of an individual customer, out of court following the examination of the claim, and the fine shall be considered income of such individual customer as defined in subclause 164.2.14 of clause 164.2 of Article 164 of the Tax Code of Ukraine and shall be taxed upon payment according to the procedure provided by law. The operator shall notify the State Tax Service of the amounts paid by submitting reports according to the procedure and within the time limits stipulated by the current legislation of Ukraine.

71. A shipment found after the customer has been paid the due compensation amount shall become the property of the operator or be destroyed at the operator's discretion.

72. The operator shall not be liable for damage to the unpacked shipment or shipment in a package that does not ensure its integrity or does not meet the shipment's specifications.

73. If, when delivering the shipment, damaged or missing contents are found in an intact (undamaged) package, the sender shall be liable for such damages, missing contents, or lack of contents in the shipment. The operator shall not be liable for damage to the contents of the package if the damage to the package does not coincide with the damage to the contents.

74. The operator shall cease to be liable for the safety of the shipment from the moment it is delivered to the recipient.

75. The operator shall not be liable for:

- Maintaining the temperature regime while shipping or storing the shipment;
- The customer's indirect losses or lost profits.

76. The operator shall not check the compliance of the packaging with the shipment's specifications, the requirements of current legislation, and state standards.

Ensuring the shipment's safety

77. The operator shall ensure the shipment's safety as follows:

- Implementing physical security measures in branches and terminals (fencing, protection of windows, doors, gates, locking systems);
- Proper illumination of the territory;
- Video surveillance system;
- Security alarm system;
- Implementing fire protection measures;
- Introducing an access control system for unauthorized persons to office premises and non-customer areas;
- Introducing an access control system for vehicles;
- Introducing a staff and visitor identification system;
- Introducing a postal facility security standard;
- Recruiting and training staff.

List and procedure for using postal means

78. When accepting, transporting, delivering, and handing over shipments and performing other related operations, the operator shall use postal means, which shall be listed and specified in the standards approved by the operator.

The operator's postal means shall include, in particular, the following:

- Equipment of branches;
- Sorting systems and other equipment of sorting terminals;
- Self-service terminals;
- Parcel lockers;
- Labeling tools;
- Vehicles;
- Technological services for customers.

Protection of information secrecy

79. Storing classified information and protecting personal data of users during postal communications is part of the operator's security system. The operator shall make all physical and technical efforts to protect personal data from loss, damage, disclosure to unauthorized persons, alteration, or improper use by applying appropriate technical and organizational measures. The operator shall undertake measures to protect the personal data of service recipients, information about the content of shipments, and other data of website and mobile application users to the extent and in the manner specified in the Privacy Policy.

80. The operator shall keep accounting documents on the provision of postal services for the period specified by the current legislation of Ukraine.

81. The operator shall store hard copies and electronic documents containing personal data subject to the following requirements:

Goal	List of data	Legal basis	Storage period
Shipment transportation	Last name and first name of the sender or the recipient of the shipment, addresses where the shipment is received and collected, telephone numbers, e-mail addresses, and other information provided by the sender or the recipient, and the signature of the recipient of the shipment. Data generated by the operator: express waybill number, delivery confirmation, GPS data of the delivery location	In the case of the sender: (1) the execution and conclusion of a contract (Article 6(1)(b) of the GDPR); and (2) the fulfillment of a legal obligation pursuant to Article 6(1)(c) of the GDPR; in the case of the recipient of the parcel (1) the fulfillment of a legal obligation pursuant to Article 6(1)(c) of the GDPR; and (2) the operator's legitimate interest in	Within 3 (three) months, and upon the expiration of this period, personal data is anonymized and archived for 3 (three) years

		delivering the parcel to the intended recipient (identification pursuant to Article 6(1)(f) of the GDPR	
Execution of contracts (offers)	For individuals who accept the contract: last name, first name, patronymic, address, telephone number, e-mail address. For representatives of legal entities on whose behalf the contract is concluded (for example, company employees): last name, first name, patronymic, position, telephone number, e-mail address, signature, and the contract being concluded.	Contract conclusion and execution (Article 6(1)(b) of the GDPR) Our legitimate interest in concluding and executing a contract with the other party to the contract through its representative (for the purpose of concluding, executing, communicating, identifying, signing documents, etc.) (Article 6(1)(f) of the GDPR	Within 3 (three) months, and upon the expiration of this period, personal data is anonymized and archived for 3 (three) years, unless there is a need to store data for a longer period, for example, to defend legal claims
Making payments and keeping accounting records	Data contained in accounting documents: last name, first name, patronymic, TIN, contact information, bank account number, payment details, services provided, and other information according to the accounting procedures	Fulfillment of the legal obligation to keep proper accounting records according to Article 6(1)(c) of the GDPR (the Law of Ukraine “On Accounting and Financial Reporting in Ukraine” and the Tax Code of Ukraine)	Within five years, unless it is necessary to retain data for a longer period, for example, for legal defense
Ensuring the security of parcels stored in the branches and the Company's assets (video surveillance)	Video data (video recording), date and time of recording	Legitimate interest in ensuring the safety of parcels stored in the branches and the security of the Company's assets (Clause 6 of Article 11 of the Law of Ukraine	No longer than 30 calendar days, unless there are reasons to believe that: (1) the video recording is a footage of an administrative offense,

		<p>“On Personal Data Protection” and Article 6(1)(f) of the GDPR)</p>	<p>criminal offense, or other violation of the law or violation of labor discipline and/or professional ethics; (2) the video data is required for pretrial or court proceedings; or (3) the request for access to video data is received before the expiration of the data storage period. In such cases, the video data must be stored for as long as required for these purposes and destroyed as soon as it is no longer needed</p>
<p>Processing of inquiries, complaints, and requests (internal administration)</p>	<p>First name, last name, contact details and any other information or documents you provide to us</p>	<p>Legitimate interest in proper and prompt consideration of complaints, requests, and inquiries received according to Clause 6 of Article 11 of the Law of Ukraine “On Personal Data Protection” and Article 6(1)(f) of the GDPR</p>	<p>The data is stored for 1 (one) year after the issue is resolved. Personal data may be stored for a longer period of time if it is necessary for the operator to defend itself against claims, demands, or lawsuits filed against it.</p>