

# TERMS OF SERVICE AGREEMENT

UPDATED January 2025

This agreement, known as the **Comprehensive Service Agreement**, is entered into by **NoBel Solutions LLC dba Your Best Address** (referred to as “Your Best Address” or “YBA”) and **(Customer Name/s)** \_\_\_\_\_ (referred to as “Customer/s”) on **(Date)** \_\_\_\_\_.

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## A. Services Provided

Your Best Address offers the following services:

- 1. Personal Mailbox Rental (PMB):** Includes mail receipt, forwarding, and digital mail options.
    - o CMRA Status:** Your Best Address is an approved Commercial Mail Receiving Agent (CMRA) authorized to receive USPS mail on behalf of its customers.
    - o USPS Form 1583:** To receive USPS mail at your new address, each Customer (including spouses) must complete and execute (in the manner determined by USPS regulations) a separate **USPS Form 1583**. This form must be submitted before mail delivery can begin.
  - 2. Vehicle Registration Assistance:** Coordination with South Dakota authorities to assist in vehicle registration for eligible customers.
  - 3. Residency Assistance:** Guidance and support in establishing South Dakota residency.
  - 4. Registered Agent Services:** Acting as the Customer’s registered agent for business purposes in compliance with South Dakota law.
  - 5. Notary Services:** Providing notary services for official document validation.
  - 6. Virtual Mailbox and Scanning Services:** Digital management of mail, including scanning and electronic delivery upon request.
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## **B. Payment for Services**

### **1. Annual Prepayment:**

- All services, unless specified otherwise, must be paid annually in advance.

### **2. Service-Specific Fees:** All Fees are specifically outlined in **Addendum B**

- **Mail Handling Charges:** Fees are based on type of carrier service selected.
- **Vehicle Registration:** Fees are based on the type of vehicle and county requirements. Assistance fees are based on the number of vehicles and must be paid before submission of paperwork.
- **Residency Assistance:** A YBA PMB address and contract is required for application.
- **Registered Agent:** Annual registered agent fees are required to be paid promptly at renewal.
- **Notary Services:** Standard notary fees apply as per South Dakota law.
- **Virtual Mailbox Scanning Fees:** Additional charges for opening and scanning mail are assessed.

### **3. Postage Escrow Account:**

- A minimum \$50 Postage Escrow deposit is required at sign-up. This account covers charges like mail forwarding, scanning, and storage fees.
- Services will be suspended if the balance reaches \$0 until additional funds are deposited.

### **4. Administrative and Setup Fees:**

- **New Client Setup Fee:** \$25 for all new accounts.
- **Credit Card Surcharge:** A 2.9% fee applies to all credit card payments.

### **5. Billing Authorization:**

- By subscribing to or using the Services, you expressly agree that YBA is permitted to bill you charges associated with the Price Plan and Extras, any applicable taxes, customs duties, and any other charges you may incur in connection with your use of the Services.

### **6. Seasonal Accounts**

- Seasonal accounts are available for a **6-month term** with the option to freeze for \$5/month, up to 6 months.
  - Frozen accounts will not incur restart fees upon reactivation.
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## **C. Virtual Mailbox and Scanning Services**

By selecting Virtual Mailbox or Scanning Services, the Customer acknowledges and agrees to the following:

### **1. Service Overview:**

- Your Best Address will create a digital image of the exterior of the Customer's mail. These images will be electronically transmitted to the Customer portal for viewing.

### **2. Mail Opening and Scanning:**

- Upon the Customer's request, YBA will open specified mail items, scan the contents, and provide the scanned images electronically.

### **3. Sensitive Information Consent:**

- Scanned mail may contain sensitive information, such as medical records, financial details, confidential commercial information, Social Security numbers, dates of birth, or legally privileged materials.
- By selecting Virtual Mailbox and Scanning Services, the Customer expressly consents to the disclosure of such sensitive information to YBA for the purposes of providing these services.

### **4. Limitation of Liability:**

- The Customer agrees to release and hold harmless YBA from any and all damages or liabilities arising from the provision of these services, except in cases of gross negligence by YBA employees or agents.
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## **D. Confidentiality and Address Use**

### **1. Personal Information:**

- YBA will keep all Customer information confidential and will not share it except as required by law or with the Customer's written consent.

## **2. Unlawful Use:**

- Any illegal use of services will result in immediate termination.

## **3. Address Use:**

- Under no circumstances shall a Customer list the YBA physical address without including their assigned PMB number. Failure to do so may result in termination of services.
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## **E. Physical and Digital Storage**

### **1. Mail and Package Storage:**

- Customers acknowledge that any Mail in physical or digital storage at YBA that has not been downloaded, requested for forwarding, or destroyed prior to the end of its applicable storage period per the Terms will be accessed an appropriate fee as outlined in **Addendum B**, accounts that unpaid more than 60 days may be destroyed or deleted.
  - YBA shall have no liability whatsoever for continued storage and/or any destruction of such Mail.
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## **F. Vehicle Registration Services**

1. Customers must have an active annual PMB agreement to utilize vehicle registration services.
  2. Registration assistance requires an appointment through the Client Portal, and all paperwork must be completed before the scheduled meeting.
  3. Assistance Fee of \$197.00 + sales tax will be paid prior to Scheduled Meeting.
  4. Registration fees are due before submission to the Minnehaha County Treasurer's Office.
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## G. Residency Assistance

1. Customers seeking residency assistance must comply with South Dakota residency requirements, including obtaining a PMB and providing necessary documents. A copy of your YBA PMB contract will be necessary.
  2. Customers should refer to the <https://dps.sd.gov/driver-licensing/required-documents> site for further information
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## H. Registered Agent Services

1. As the Customer's registered agent, YBA agrees to receive official documents and notifications on behalf of the Customer.
  2. Customers are responsible for providing up-to-date business information.
  3. Registered Agent Fees are required to be on automatic billing annually. Failure to pay registered agent fees will result in termination of services.
  4. To terminate your Registered Agent, written cancellation must be received 30 days prior to the renewal sent to [billing@yourbestaddress.com](mailto:billing@yourbestaddress.com)
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## I. I. Termination of Services

1. **Closing a PMB:** Customers must submit a termination request through the "Close" JotForm in the Client Portal.
2. **Final Mail Handling:** Remaining Postage Escrow funds will be applied to the final mailing. Additional funds must be provided for any outstanding balance.
3. **Refunds:**
  - Refunds for unused services are subject to the following conditions:
    - **Setup Fees:** Setup fees are non-refundable.
    - **Annual Subscriptions:** Subscription fees are nonrefundable once Acceptance of terms is signed.
  - **Postage Escrow:** Any unused funds in the Postage Escrow account will be refunded upon termination of the account, provided there are no outstanding

balances owed. Refunds will be processed within 30 business days from the date the request is approved.

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#### **J. Renewal Policy**

1. PMB rentals and registered agent services automatically renew unless canceled in writing at least 30 days before the renewal date.
  2. Seasonal accounts may be frozen for \$5 per month with no restart fees.
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#### **K. Arbitration Clause**

Disputes or claims arising from this Agreement will be resolved through binding arbitration in Sioux Falls, South Dakota. The party demanding arbitration is responsible for arbitrator fees and costs.

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#### **L. Customer Contact Information**

**Your Best Address** values excellent customer service. Contact us at:

- **Mail:** 401 East 8th Street, Ste. 214, Sioux Falls, SD 57103
  - **General Inquiries:** info@yourbestaddress.com
  - **Phone:** 605-334-5313
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#### **M. Sample Customer Address**

Line 1: Customer's Name and/or Business Name

Line 2: 401 E. 8th Street, Ste. 214, PMB #\_\_\_\_\_

Sioux Falls, SD 57103

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## **ADDENDUM B: Fees**

### **1. Mail Handling Service Fees:**

- \$1.60 per USPS shipment.
- \$2.60 per UPS, FedEx, or DHL shipment

### **2. Vehicle Registration:**

- Assistance Fees begin at \$197.00 + sales tax for each vehicle titled. A tiered pricing structure is available for more than 1 titled vehicle.

### **3. Mail and Package Storage:**

- \$1.00 per week is charged in excess of Free Storage period per envelope mail, magazines or newspapers
- \$2.00 per week is charged in excess of Free Storage Period for any package less than 12x12
- \$5.00 per week is charged in excess of Free Storage Period for any package greater than 12x12.

### **4. Registered Agent Fees:**

- Annual fee: \$125.00

### **5. Scanning Services:**

- \$1.00 + .50 per page for open and scan requests.

6. **Notary Services:** Standard notary fees apply as per South Dakota law.

7. **Postage Escrow Account:** Minimum of \$50 initial Deposit for a packages, with the exception of Business Platinum that requires \$100 Postage Deposit.

8. **Administrative and Setup Fees:** \$25 for all new account set up.

9. **Credit Card Surcharge:** A 2.9% fee applies to all credit card payments.

10. **Seasonal Accounts:** Account can be frozen for up to 6 months but require a \$5 per month freeze to hold address and hold mailbox. Otherwise, a new account set up, postage balance and new address will be assigned.

**Customer Acknowledgment**

By signing below, the Customer acknowledges they have read, understood, and agreed to the terms of this Agreement, including **Addendum B**.

**Customer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_

**Customer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_

**Your Best Address Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_