

Processor Terms of Use for Position Imaging Smart Package Room (SPR) and iPickup

Agreement to Terms

Last Updated: April 2026

Position Imaging, Inc. (“Company,” “we,” “us,” or “our”) assists shipping carriers, property owners (typically through their property manager), and other businesses with the processing, tracking, and delivery of packages. For example, we may provide shipping details on when you can pick up a delivery or provide secure facilities to store your package until you are able to retrieve it.

If you have directly signed up for one of our products or services, please [click here](#) for our Terms of Use.

In addition to any contract, lease, or other agreement you have with the company that engaged us to provide it with services, these Terms of Use for Position Imaging SPR and iPickup (“Terms”) constitute a legally binding agreement made between you and us and govern your access to and use of our services, whether as a guest or a registered user.

By using our services, whether as an individual resident using a pick-up kiosk portal to retrieve your package or as an employee of the shipping carrier, property owner or other business with whom we have entered into a legally binding agreement, you accept and agree to be bound and abide by these Terms and acknowledge our [Privacy Notice for Position Imaging SPR and iPickup](#). If you do not want to agree to these Terms of Use, you must discuss with your shipping carrier, property owner/manager, or other business that engaged our services whether there is an alternative means to process, track, or obtain your package.

Our services are offered and available to users who are 18 years of age or older.

Intellectual Property Rights

Our services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use our services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material through SPR or iPickup, except to store files that are automatically cached by your Web browser for display enhancement purposes, or to print or download one copy of a reasonable number of pages for transactional purposes to save or confirm the tracking and/or delivery of a personal item(s).

You must not modify copies of any materials obtained from us, or delete or alter any copyright, trademark, or other proprietary rights notices from copies of our materials.

You must not access or use for any commercial purposes any part of our services or materials available through SPR or iPickup.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of our services in breach of the Terms of Use, your right to use our services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to our services or any content on SPR or iPickup is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of our services, including SPR and iPickup, not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you may notify us of such infringement by sending an email to contact@position-imaging.com.

Trademarks

The Company name, the terms the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on SPR or iPickup are the trademarks of their respective owners.

User Data

Our customers, such as shipping carriers and property management companies, will provide us with certain data about you so that we can process, track, and deliver your package. We will maintain this data only at the direction of our customers and as required by our agreement with our customers to provide our Services to them.

You are responsible for maintaining the confidentiality of your username and password ("Login Credentials") and pin codes. You agree that we shall have no liability to you for any loss or corruption of such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data. You agree to notify the Company immediately of any unauthorized access to or use of your account or Login Credentials or any other breach of security.

Prohibited Uses

You may not access or use SPR or iPickup for any purpose other than as provided for in these Terms and as otherwise limited by the shipping carrier, property owner/property manager, or other business that engaged us to provide services to you.

Additionally, you agree not to:

- Use SPR or iPickup in any manner that could disable, overburden, damage, or impair our services, devices, or technologies or interfere with any other party's use of our services, devices, or technologies, including their ability to engage in real time activities through SPR or iPickup.
- Use any robot, spider, or other automatic device, process, or means to access SPR or iPickup for any purpose, including monitoring or copying any of the material on SPR or iPickup.
- Use any manual process to monitor or copy any of the material on SPR or iPickup, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of our services, including SPR or iPickup.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of SPR or iPickup, the server on which our services are provided or stored, or any server, computer, or database connected to SPR or iPickup.
- Attack SPR or iPickup via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of our services, including SPR or iPickup.

Monitoring and Enforcement; Termination

We have the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of our services, including SPR or iPickup, or to terminate or suspend your access to all or part of our services, including SPR or iPickup, if, in our opinion, you have violated any provision of these Terms.

Reliance on Information Posted

We are not responsible, or liable to you or any third-party, for the content or accuracy of any materials provided by any third parties, including the shipping carrier, property owner/property manager, or other business that engaged us to provide services to you. These materials do not necessarily reflect the opinion of the Company.

Mobile App

The Company may provide services through a mobile application (“App”), including an App developed for the Apple Inc. (Apple) and Alphabet Inc. (Android) mobile platforms. Apple Inc., and Alphabet Inc., are not responsible for the App or content. The App is an extension of our services and is subject to these Terms. The App may collect personal information from you. Please refer to the [Privacy Notice for Position Imaging SPR and iPickup](#) for more information on how we handle such personal information.

Your use of any App shall be governed both by these Terms and our Privacy Notice for Position Imaging SPR and iPickup, and by any end user license agreement or other agreement specific to a particular App.

In order to use the App, your device must satisfy certain system requirements, as found on the Apple and Google app marketplaces. We and/or our service providers may, from time to time in our or their sole discretion, develop and provide App updates, which may include upgrades, modifications, supplements, or new versions of the App, including to distribute bug fixes, patches, other error corrections, and/or new features or feature improvements (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. However, neither the Company nor our licensors or service providers have any obligation to provide any Updates or technical or end user support, or to continue to provide or enable any particular features or functionality. The Company disclaims any and all liability relating to your failure to install any updates.

Linking to the Service

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express consent.

Disclaimer of Warranties

We do not warrant that content provided by us will be complete or up to date. Any of the material on SPR or iPickup may be out of date at any given time.

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Limitation on Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF OUR SERVICES, INCLUDING SPR AND IPICKUP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third-party due to or arising out of: (1) your use of our services, including SPR or iPickup; (2) your breach of these Terms including your representations and warranties set forth in these Terms; or (3) your violation of the rights of a third-party, including but not limited to intellectual property rights. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Governing Law and Jurisdiction

All matters relating to the Service and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Your Comments and Concerns

If you are unsatisfied with our services or have feedback, comments, requests for technical support, and other communications relating to our services, please email us at contact@position-imaging.com or call us (603) 686-7800. We can also be reached by mail at Position Imaging, Inc., 155 Fleet St., Portsmouth, NH 03801.

If you have questions or concerns about your shipping carrier, property owner/property manager, or other business' engagement with us for the processing, tracking, and delivery of packages, you will need to contact that business directly to ask your question(s) or convey your concerns.