

# Pitney Bowes SendPro® Enterprise (On- Demand) Subscription Product Terms

(Last modified May 1, 2020)

## Defined Terms

“**Package(s)**” means items shipped under this Agreement.

“**Carrier**” means a third-party shipping vendor selected by you through the Service.

“**Tender**” means the transfer of physical custody of a Package that has a PBC compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

## Use of the Service

Subject to the Carrier Requirements listed below, you may permit your third-party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in Canada or certain Canadian territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

## **Fees**

The fees for the use of the Service don't include the shipping or other charges imposed by the Carrier for printing labels and sending Packages through Canada Post or another Carrier.

## **Using Canada Post**

If you use the Service for shipping with Canada Post, in addition to completing a registration process with us, you must also register with Canada Post. As part of your registration with Canada Post, you will be required to agree to Canada Post terms and conditions as applied to the Service. If you have a Canada Post account, no registration will be required with Canada Post.

You will be entitled to receive discounted rates for Packages you Tender to Canada Post for shipment. These rates will be programmed into the Service and will be made available to you for the duration of this Agreement. Rates are subject to change at any time.

When you print Canada Post labels using the Service, the following information is collected in order to generate a valid label: (1) the date and time of the transaction; (2) the destination address and postal code; (3) the rate category of each indicium created and the details of any associated special services, such as special handling or restricted delivery; and (4) the amount of the shipping fee.

If you use the Service to print an electronic Delivery Confirmation label, the complete return and destination address data, package descriptions, reference IDs, and delivery statuses for each label printed by you is maintained by us for accounting and reporting purposes.

You represent and warrant that you have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of your use of the Service regarding the identification, processing and transportation of hazardous materials, if applicable.

## **Canada Post Regulations**

You are required to comply with Canada Post regulations applicable to your use of the Service. Canada Post may terminate your use of your Canada Post account if you violate Canada Post Regulations.

## **Carrier Requirements**

As part of your use of the Service, you must comply with the requirements of the Carriers ("Carrier Requirements"). The terms governing the use of Canada Post services are available [here](#). The terms governing the use of FedEx services are available [here](#). The terms governing the use of UPS services are available [here](#). The terms governing the use of Purolator are available [here](#). In case of conflicts between the Carrier Requirements and these SendPro® Enterprise (On-Demand) Subscription Product Terms, the Carrier Requirements shall prevail.