# PitneyShip™ Pro Product Terms

(Last modified April 7, 2022)

#### **Defined Terms**

"Package(s)" means parcels, letters, and flats shipped under this Agreement.

"Carrier" means a third-party shipping vendor that you use within 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

In order to use the Service, you must complete the registration process. You may use the Service on behalf of third parties. 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.

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

When you print labels using the Service, the following information is collected to generate a valid label: (1) the date and time of the transaction; (2) the address and postal code for the destination and origin location; (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.

#### **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.

### Payment Through PitneyWorks

All charges by Canada Post for the sending of items through the Service and all fees for the use of the Service will be charged to your PitneyWorks account, unless you have a billing account directly with Canada Post. All charges by any other Carrier other than Canada Post for the sending of items through the Service will be billed directly by the Carrier.

# **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 the Service, Pitney Bowes partners with Carriers that enable you to print shipping labels and these Carriers are responsible for shipping your items. As part of your use of the Service, you must comply with the requirements of those Carriers ("Carrier Requirements"). The terms governing the use of Canada Post services are available <a href="here">here</a>. The terms governing the use of FedEx services are available <a href="here">here</a>. The terms governing the use of UPS services are available <a href="here">here</a>. The terms governing the use of Purolator are available <a href="here">here</a>. In case of conflicts between the Carrier Requirements and these Product Terms, the Carrier Requirements shall prevail.