

Pitney Bowes Terms and Conditions





Pitney Bowes. A history of

Since 1923, Pitney Bowes has been here with products and services that keep your business moving forward.

Today, we create hardware solutions that scan, print, copy, fax, fold, insert and seal, in addition to leading the way in digital mailing technology. Our software solutions enable companies like MapQuest and eBay to serve their customers better, and leading edge companies like Group 1 Software, MapInfo and Digital Cement are now part of the Pitney Bowes family.

New solutions for your business, and the world.

One of our newest solutions is dmworks.ca, an online tool that allows businesses large and small to create direct mail campaigns and brochures right at their desktop.



doing more for business.

Pitney Bowes' new Professional Image Collection includes document binders and multi-function products that add the impact of colour to business documents.

And since data privacy is essential to your business, we offer shredders, high security multi-function document products, and the LobbyTrac™ system, which tracks the visitors to your office.

Making the environment a priority.

Being a leader means taking responsibility for our products. Through our Go Green program we remanufacture and recondition Pitney Bowes equipment, and recycle every component we create. Customers can even recycle used toner cartridges, free of charge.



At Pitney Bowes, Service is our most important solution.

Of all the things Pitney Bowes does for your office, giving you great service is what we're most proud of. When you need technical support or on-site repairs, our people are standing by to help. Remember, we don't rely on a dealer network – our technicians are dedicated Pitney Bowes professionals who understand your equipment and your needs.

Just one toll-free call is all it takes to get a reliable Pitney Bowes service person on your side, or the advice of a Pitney Bowes Customer Support Representative. And because we know that your business doesn't always operate from 9 to 5, our knowledgeable, bilingual service representatives are here for you from 8:00 a.m. to 8:00 p.m. EST. They can answer questions, dispatch a technician, and even take your supplies order.

Let's face it, the mail is essential to your business. And when you put your trust in Pitney Bowes, you can be sure you're supported by the very best.

1 800 MR BOWES (672-6937) / www.pitneybowes.ca

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Terms & Conditions – General

This Contract is for the sale, lease, or rental of equipment (“Equipment”) and the provision of related services (“Services”) from Pitney Bowes of Canada Ltd. (the “Company”, “us” or “we”) to the customer (the “Customer” or “you”) named on the face of the Contract.

- G-1. Acceptance.** Delivery of a signed facsimile transmission of this Contract will be deemed acceptance of the terms hereof. Acceptance by the Company may also be given by rendering of Company’s invoice.
- G-2. Title to Equipment; Software License.** Title to and ownership of the Equipment (and any replacement equipment) will at all times remain in us, subject to transfer to and vesting with you without further action on our part upon payment in full of the purchase price indicated under the heading entitled “Your Business Needs” on the face of this Contract and, in the case of a rental or lease, compliance with the terms of any title transfer provisions contained in this Contract. Prior to the transfer of title to you in accordance with the terms of this Contract, the Equipment will be and remain personal and movable property regardless of whether it is affixed, attached or joined to any real or immovable property. We hereby grant to you and you accept a non-transferable and non-exclusive license to use on the Equipment any software products provided therewith (“Software”) while the Equipment is in your possession. You may not alter or modify Software and will not copy, disclose or otherwise make it available in whole or in part to any person outside of your organization without our prior written consent.
- G-3. Customer Responsibilities.** Prior to such time, if any, as title and ownership to the Equipment is transferred to you, you will at your expense
- (a) keep the Equipment free from all liens, hypothecs, prior claims or encumbrances, and in good repair and proper working condition (excluding normal wear and tear), and notify us immediately in the event of any defect in or malfunction (whether temporary or continuing) of the Equipment;
 - (b) attach to the Equipment such name plates and stickers as we provide to you;
 - (c) use the Equipment only in the manner specified in the manuals and instructions covering the Equipment;
 - (d) notify our customer support center at 1-800-672-6937 to obtain our written consent prior to relocating the Equipment to an address different from that of the premises at which the Equipment was originally located;

- (e) give 15 days prior written notice to us before changing your name or the location of your chief executive office;
- (f) use reasonable care in handling and operation of the Equipment;
- (g) give prior written notice to us and receive our prior written consent before altering the Equipment or employing any special attachments, printing plates or other devices, and if such alterations or special attachments, printing plates or other devices interfere with the normal and satisfactory operation or maintenance of the Equipment in such manner as to affect the accuracy or expected service life thereof, increase substantially the cost of maintenance thereof or create a safety hazard, you will, upon notice from us, promptly remove the special attachments, printing plates or other devices and restore the Equipment to its normal condition at your sole expense;
- (h) use only the supplies offered by or meeting our specifications, and upon written notice from us discontinue use of any supplies which in our reasonable opinion affect the performance of the Equipment; and
- (i) comply with all laws and regulations relating to the Equipment and/or its use.

Prior to such time, if any, as title and ownership to the Equipment is transferred to you,

- (a) you may not fix, attach or join the Equipment to any real or immovable property without our prior written consent;
- (b) you authorize us to do all acts as may be reasonably required to protect our interest in the Equipment and this Contract including inspecting the Equipment and any related maintenance records at any reasonable time during business hours; and
- (c) after completion of all of your payments and other obligations under this Contract or upon termination of this Contract for any reason, you agree to return to us all of the Equipment, in the same condition as it was in when delivered to you, reasonable wear and tear excepted, at such address as we may designate and at your expense and risk.

G-4. Taxes. You agree to pay and indemnify us for all charges and taxes (municipal, provincial and federal) which may now or hereafter be payable in relation to this Contract or based on or measured by the sale, lease or rental transaction and/or Services provided to you under this Contract, payments, Equipment or Equipment location (other than taxes on or measured by our net income), including, if applicable, taxes which may be payable in connection with your purchase of the Equipment and any other fee or levy, including

environmental fees, that may be imposed by law from time to time. You agree to pay the applicable fee to cover our expenses associated with the administration, billing and tracking of such charges and taxes.

G-5. Shipping, Handling, Delivery & Installation. Unless otherwise stipulated on the face of this Contract, all Equipment, services and supplies are shipped F.O.B. the Company shipping point. Delivery of the Equipment to you takes place at the Company's shipping point when the carrier has picked up the Equipment from us. You will pay all shipping, handling and installation charges with respect to the Equipment. Unless otherwise agreed, installation will take place at the "equipment location" designated on the face of this Contract. You agree that Equipment can only be moved thereafter by us upon 7 days' notice and agree to pay the cost of such removal, (including removal and reinstallation at another Customer location or within initial location) at then current service rates. Installed parts will be new or functionally equivalent thereto. Shipping and handling charges may be applied to consumables shipped.

G-6. Risk of Loss. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (excluding normal wear and tear) regardless of cause (collectively "Loss") from the time when the carrier has picked up the Equipment from us at the Company's shipping point, at which point we will be deemed to have completed delivery of the Equipment to you, and until the Equipment is removed by us, whichever occurs first. No Loss will relieve you of any of your obligations under this Contract. You will immediately notify us in writing of the occurrence of any Loss. You will, at your expense, keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement satisfactory to us and fully protecting our interests ("Insurance"). You or your agent must call us at 1-800-672-6937 and arrange to provide us with evidence of your Insurance. If you fail to provide such evidence, we may, in our sole discretion, refrain from requiring evidence of Insurance and include the Equipment in our own program (currently called ValueMAX®) and charge you a fee, which will be separately reflected as an additional charge on our invoices to you. Before including the Equipment in the ValueMAX® program and charging you the fee, we will provide written notification reminding you of your obligations to insure the Equipment and provide evidence of Insurance. The notification, which may be included in a welcome packet containing other Company information, will be deemed received by you at the time we place it in the mail, or otherwise present it to you. If you do not respond with evidence of Insurance within the time specified in the notification, we may immediately include the Equipment in the ValueMAX® program. If the Equipment is included in ValueMAX® and any loss, damage or destruction to the Equipment occurs that does not result from your gross negligence or willful misconduct, we

shall (provided you are not in default under this Lease) repair or replace the Equipment and your Lease obligations will remain unchanged. If we are required to repair or replace the Equipment under the terms of this paragraph and we fail to do so within 20 days from receipt of written notice of the loss or damage, you may terminate this Lease. Title to the original or any replacement Equipment will at all times remain with us. We will not be liable to you if we terminate the ValueMAX® program. By providing the ValueMAX® program, we are not offering or selling you insurance; accordingly, provincial regulatory agencies have not reviewed this Contract, this program or its associated fees, nor are they overseeing our financial condition.

- G-7. Site Requirements.** You will be responsible for providing suitable electrical and/or network service for installation and operation of the Equipment, and for replacement, removal and rigging expenses for the Equipment and any accessories ordered herein in accordance with the Company's then prevailing rates.
- G-8. Supplies Return Policy.** Refer to www.pitneybowes.ca for terms and conditions relating to the return of supplies.
- G-9. Professional Services.** As used in this Contract, the term "Professional Services" means advanced training, installation, software configuration and customization, and consulting services where applicable, provided by us to you in respect of the Equipment and Software. You acknowledge that your purchase, lease or rental of Equipment is in no way contingent upon the purchase, payment for or performance of Professional Services. If you do choose to purchase Professional Services under this Contract, payments will be made in accordance with the selected billing period set forth on the face of this Contract. Notwithstanding anything to the contrary herein and for the avoidance of doubt, all amounts paid by you to us as payment for Professional Services will be deemed separate and apart from any other amounts paid by you to us under this Contract or any other agreement regardless of whether they are received with other payments.
- G-10. Comprehensive Service Plan.** You acknowledge that your purchase, lease and/or rental of Equipment under this Contract is in no way contingent on your purchase of any of the service plans offered by us in this Contract or otherwise. If you have elected not to purchase a service plan (as noted on the face of this Contract) for any Equipment, then:
- (i) such Equipment is warranted only to be in working condition at the time of installation; and
 - (ii) any service performed on such Equipment after the time of installation will be charged on a time and materials basis using our then current published rates.

Parts used during maintenance may be or contain refurbished or remanufactured parts.

G-11. Termination. We may terminate this Contract on 10 days' written notice if you violate the terms of the Contract or fail to make payments when due, and such failure or violation is not remedied within such 10 day period. We may terminate this Contract immediately upon any threatened issuance of any writ or process in any proceedings against you whereby the Equipment or related equipment may be levied upon or attached or if you enter into an arrangement with creditors, receivership or bankruptcy proceeding, or if at any time we reasonably deem ourselves insecure and our interest in the Equipment in jeopardy.

G-12. Warranty for Purchased Equipment and Supplies; No Warranty for Leased or Rented Equipment. We warrant that purchased Equipment and supplies will be of merchantable quality and free from defects in material and workmanship when used under normal operating conditions, for a period of 90 days from date of purchase. The Company maintains very rigid environmental standards. As such, Equipment may include the following, all of which are warranted in accordance with this section 12:

- (i) newly manufactured Equipment containing recycled raw materials, refurbished parts or components, including serviceable used parts;
 - (ii) new Equipment still in its original carton which has never been used, but which may have been tested at the manufacturer's facility solely for the purpose of ensuring proper operation; and/or
 - (iii) postage meters that are not new but which, by Postal Regulation, Pitney Bowes is responsible for ensuring are in proper working order prior to being shipped. Our sole obligation under this warranty is limited to repairing or replacing, at our option, during our normal business hours, any part or parts, (other than fair wear and tear of consumable parts and supplies such as but not limited to rubber belts and rollers, felt ink rollers, sealer and moistener brushes, ribbons, bulbs and felts or sponges and service time and expenses in connection with replacement thereof) which upon examination disclose to our reasonable satisfaction defective material and/or workmanship and that such condition has not been caused by accident or misuse through your fault or neglect.
- THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO PURCHASED EQUIPMENT AND SUPPLIES AND IS EXPRESSLY IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ON LEASED OR RENTED EQUIPMENT.**

- G-13. Limitation of Liability.** IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT, THE EXISTENCE, FURNISHING, FUNCTIONING, USE OR PERFORMANCE OF THE EQUIPMENT, SERVICES OR SUPPLIES PROVIDED OR FAILED TO BE PROVIDED PURSUANT TO THIS CONTRACT. To the extent we are liable for any damages the liability for which is not expressly excluded above, such liability will not exceed the charges previously paid hereunder by you to us in respect of the specific Equipment, Services and/or supplies with respect to which liability is claimed.
- G-14. Indemnity.** You agree to indemnify, defend and hold us harmless from and against any costs, expenses, fines, damages, claims or liability arising out of the lease, rental, possession, use, condition, return, or servicing of the Equipment, including our actual legal costs on a solicitor and client basis (to the extent permitted by law), except to the extent arising from our gross negligence or willful misconduct.
- G-15. Governing Law.** This Contract will be governed by and construed in accordance with the laws in effect from time to time of the Province of Ontario and the laws of Canada applicable therein, except where this Contract relates to the lease or rental of Equipment, in which case the Contract will be governed by and construed in accordance with the laws in effect from time to time in the Province or Territory wherein the Equipment is to be located according to the terms hereof and the laws of Canada applicable therein. **YOU AND WE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS CONTRACT.**
- G-16. Assignment; Binding Effect.** You will not assign this Contract nor sell, assign, hypothecate, pledge, sublet or bail Equipment which is leased or rented to you under this Contract without our prior written consent. This Contract will enure to the benefit of and be binding on you, your heirs, administrators, successors and assigns.
- G-17. Amendments.** We may at any time change any term of these terms and conditions (to the extent required or allowed by law) by giving you at least 30 days' prior written notice of such change. You hereby consent to the delivery of any such notice by mail at the address that is then on file with us or electronically to your email address that is then on file with us. If you choose not to accept these revised terms, you must so notify us within 30 days after your receipt of the notice of such change. Upon our receipt of your notice rejecting such change, we may elect to either revert back to the original terms and conditions without giving effect to such change or effect such change to these terms and conditions. If we elect to effect such change to these terms and conditions, we will give you notice to such effect whereupon you may return the

Equipment in accordance with the stated return policy stated herein, if applicable. Continued use of the Equipment will be deemed acceptance of such change. **YOU ACKNOWLEDGE AND AGREE THAT CLERICAL ERRORS WILL NOT AFFECT THE VALIDITY OF THIS CONTRACT AND YOU AUTHORIZE US TO CORRECT ANY SUCH ERRORS, INCLUDING BY INSERTING OR CORRECTING INFORMATION IN YOUR LEGAL NAME, OR INSERTING OR CORRECTING SERIAL NUMBERS OR ANY OTHER INFORMATION DESCRIBING THE EQUIPMENT, PROVIDED THAT A COPY OF SUCH CHANGES IS PROVIDED TO YOU. EXCEPT AS OTHERWISE SPECIFIED HEREINABOVE, THIS CONTRACT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY THE PARTIES, AND NO PROVISIONS CAN BE WAIVED EXCEPT BY OUR WRITTEN CONSENT.**

- G-18. Proprietary Rights.** You acknowledge that Pitney Bowes, IntelliLink®, PitneyWorks®, Postage by Phone™ and other marks used on or in connection with the Equipment and Services are our trademarks and service marks for our goods and services. You agree not to use the marks or any mark confusingly similar thereto on or in connection with goods or services like or related to yours.
- G-19. Notices.** Any written notice or demand or other notification (collectively, a “Notice”) by us to you will be deemed to have been received by you at the time we place such Notice into the mail or otherwise present it to you.
- G-20. Facsimile Transmission.** It is agreed that all documents, including this document, sent by facsimile or other means of electronic transmission to the other party will be considered to be original documents. You agree to receive facsimile communications from us relating to your account and/or products and services.
- G-21. Severability.** “Any provision of this Contract that is unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract, and any such prohibition in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.”

Terms Applicable to Equipment Rentals

This Rider applies to the rental of Equipment as specified on the face of the Contract and supplements the general terms and conditions.

- ER-1. Rental Term.** You hereby agree to rent from us, and we hereby agree to rent to you, the Equipment specified as "Rental" under the heading entitled "Your Business Needs" on the face of this Contract (each, a "Rental"). Subject to earlier termination or renewal as set forth in this Rider, the initial term of each Rental will be as specified on the face of this Contract. Unless terminated in notice in writing by either party at least ninety (90) days prior to the expiration date of the then current term, the term of each Rental will be automatically renewed for successive one year periods upon the same terms and conditions, including the rental charges set forth on the face of this Contract; provided, however, that we reserve the right to increase the renewal rental rate at such time.
- ER-2. Rental Charges.** The rental charges indicated on the face of this Contract will remain in effect for the first year from the date of installation of the Rental Equipment. Thereafter all rental charges and transaction charges are subject to increase from time to time, effective upon the posting by ordinary mail to your address of not less than ten (10) days prior written notice from us to you. You will pay rental charges to us in advance beginning on the installation date, and then at quarterly or such other billing periods as may be specified on the face of this Contract. The rental payments for partial billing periods will be pro-rated on the basis of the number of calendar days covered by the partial billing period based on a thirty (30) day month, a ninety (90) day quarter, and a three hundred sixty (360) day year. If the rental period does not begin on the first day of the month, quarter or other billing period selected by you on the face of this Contract, your first invoiced payment will be calculated to cover the period beginning on the first day of the rental period and ending on the last day of the first complete periodic billing period. Payments under this Rider are due by the due date shown on your billing statement, and all overdue amounts will bear interest until paid at the rate of 24% per year or the maximum rate allowed by law, whichever is less. Unless prohibited by applicable law, you agree to pay the following charges and fees: (i) a late charge of \$15.00 if you have not paid the amounts you owe hereunder by the due date shown on your billing statement on current balances less than \$1500.00, or a late charge of \$30.00 if you have not paid the amounts you owe hereunder by the due date shown on your billing statement on current balances greater than or equal to \$1500.00; (ii) a fee of \$40.00 for any payment item, cheque or draft which is returned unpaid for any reason.
- ER-3. Security Deposit.** If required by us, you will pay to us an amount for security of rental payments. The security deposit will not bear interest and will be applied to the final payment period, or in the case of termination or default at any time will be applied toward any unpaid amount due us.

- ER-4. Responsibilities Upon Termination and Default.** Upon termination of each Rental for any reason other than your purchase of the Rental Equipment, you will immediately return the Rental Equipment to us at such address as we may designate and at your expense, in good condition, normal wear and tear excepted. Upon any termination, you will pay all amounts due to us through such termination date with respect to the Rental Equipment and/or Services supplied to you (including all unpaid counter charges and liquidated damages, as applicable), pay the balance of rental charges owing for the current term, if any, as liquidated damages, which liquidated damages will conclusively be deemed to be a genuine pre-estimate by the parties hereto of the damages suffered by us in the circumstances, and not as a penalty, and pay for any repairs or replacements of Rental Equipment made necessary by reason of your willful or negligent act. In addition to the foregoing and all other remedies we may have at law and, in any province other than Quebec, in equity, if you do not purchase or return Rental Equipment to us as set forth above, we will have the right to enter upon any premises where the Rental Equipment or any part thereof may be located and repossess the Rental Equipment without legal process in any jurisdiction (other than Quebec) and in such event you will pay in addition to the foregoing, our expenses of recovering the Rental Equipment and legal fees on a solicitor and client basis.
- ER-5. TO THE EXTENT PERMITTED BY ANY PRESENT OR FUTURE LAW OR STATUTE AND TO THE EXTENT THE SAME EXTENDS TO AND RELATES TO THIS CONTRACT OR ANY OTHER AGREEMENT OR INSTRUMENT RENEWING OR EXTENDING OR COLLATERAL TO THIS CONTRACT, YOU HEREBY WAIVE THE BENEFIT OF ALL PROVISIONS OF ANY PRESENT OR FUTURE APPLICABLE LAW OR STATUTE OF ANY JURISDICTION IN ANY PROVINCE OR TERRITORY OF CANADA WHICH, NOW OR IN THE FUTURE, WOULD IN ANY MANNER AFFECT, RESTRICT OR LIMIT OUR RIGHTS HEREUNDER INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL THE RIGHTS, BENEFITS AND PROTECTION GIVEN OR AFFORDED TO CUSTOMER BY THE LIMITATION OF CIVIL RIGHTS ACT SASKATCHEWAN AS AMENDED.**
- ER-6. APPLICABLE TO ALL PROVINCES EXCEPT QUEBEC.** You acknowledge that financing statements under various personal property security legislation may be registered with respect to the Rental of Equipment and/or the Equipment covered under this Contract and, to the extent permitted by law, you hereby authorize us, as your agent, to prepare, execute and file in your name such instruments as are reasonably required to evidence and protect our interest in the Equipment, and waive receipt of, and the right to receive, a copy of any such registered financing statement or verification statement or similar acknowledgement of filing with respect to all of the above.

Service Options – Mailing and Other Equipment

This Rider sets forth terms and conditions applicable to the service options for mailing and other Equipment and supplements the general terms and conditions.

- ME-1. Service.** In the absence of a service plan, if you require Service to Equipment, it will be provided during normal business hours and billed on a time and materials basis using our then current published rates.
- ME-2. Comprehensive Service Plan.** You will receive the following Services with respect to Equipment for which you elect the Comprehensive Service Plan on the face of your Contract, subject to the terms and conditions contained in this Rider: emergency service calls, replacement parts and service during our regular business hours of 8:30 am to 4:45 pm Monday to Friday excluding statutory holidays. See “Exclusions” below for excluded parts, supplies and services.
- ME-3. Off-Hours Service.** Service performed outside of our regular business hours is not included in the Comprehensive Service Plan. Off-hour service must be prearranged with the local branch of the Company. You will be charged for such service on a time and materials basis using our then current published rates. The Comprehensive Service Plan does cover the cost of any replacement parts required in connection with off-hours service. See “Exclusions” below for excluded parts, supplies and services.
- ME-4. Payment.** The initial payment under the Comprehensive Service Plan is due upon receipt of invoice. Payments under this Rider are due by the due date shown on your billing statement, and all overdue amounts will bear interest until paid at the rate of 24% per year or the maximum rate allowed by law, whichever is less. Unless prohibited by applicable law, you agree to pay the following charges and fees: (i) a late charge of \$15.00 if you have not paid the amounts you owe hereunder by the due date shown on your billing statement on current balances less than \$1500.00, or a late charge of \$30.00 if you have not paid the amounts you owe hereunder by the due date shown on your billing statement on current balances greater than or equal to \$1500.00; (ii) a fee of \$40.00 for any payment item, cheque or draft which is returned unpaid for any reason.
- ME-5. Term.** The minimum term for the Comprehensive Service Plan is one (1) year commencing on delivery, and covers the Equipment and/or replacement or additional Company equipment hereafter, with automatic annual renewals at the then prevailing rates. At the fourth, seventh and ninth anniversary of the commencement date there will be an additional automatic increase in rates.
- ME-6. Termination.** At any time after the expiry date of the initial one (1) year term, either party may terminate the Comprehensive Service Plan with respect to some or all of the covered Equipment upon not less than thirty (30) days’

written notice to the other party. You are responsible for payment of the service invoice up to the end of the billing period in effect at the time of termination.

- ME-7. Standard Equipment.** Under the Comprehensive Service Plan we will clean, oil, adjust and test each piece of Equipment as needed during each service call, furnishing all necessary lubricants, and install without additional charge any required parts or assemblies (new or functionally equivalent thereto) the replacement of which is made necessary by normal wear. All parts or assemblies replaced on Equipment owned by us become our property. Reasonable operator training will be provided.
- ME-8. Exclusions.** The Comprehensive Service Plan does not cover the following items, their installation or replacement, or related Services: Postal Rating Software, consumable items including but not limited to tape, ink cartridges and ink rollers, ribbons, and sealing fluid, removable storage media; self contained units and attachments; and Equipment parts and assemblies made unserviceable due to negligence, misuse, external forces, loss of electrical power, current fluctuation, acts of God, fire, theft, vandalism, or willful damage. This Plan also does not cover service and/or parts required in order to restore Equipment to working order following tampering or adjustment by anyone other than an authorized service representative or you acting on our instructions or directions or use of parts or supplies other than those recommended or certified by us.
- ME-9. Charges for Excluded Services.** Services and/or parts excluded under the Comprehensive Service Plan will be billed by us on a time and materials basis using our then current published rates.
- ME-10. Service under the Comprehensive Service Plan for Equipment Not Initially on Service.** If you elect to purchase a service plan for your Equipment after the date of installation, such Equipment must be inspected by our service technician at your expense. Should such Equipment not be in a serviceable condition, it must be brought to that state at your expense prior to being accepted for coverage under the Comprehensive Service Plan. Charges for such inspection and maintenance will be billed by us on a time and materials basis using our then current published rates.

Service Options – Copier/Facsimile/Printer Equipment

This Rider sets forth the terms and conditions of the service options for copier/facsimile Equipment and supplements the general terms and conditions.

- CE-1. Service.** In the absence of a service plan, if you require Service to Equipment, it will be provided during normal business hours and billed on a time and materials basis using our then current published rates. Unless otherwise indicated herein, you will be responsible for the cost of consumable items including but not limited to toner, ink and developer, and for parts, and the replacement thereof, such as the photoconductor drum, to maintain your Equipment in working order.
- CE-2. Service Plan.** You will receive the following Services with respect to Equipment for which you elect the Copier/Facsimile Service Plan on the face of your Contract, subject to the terms and conditions contained in this Rider: emergency service, consisting of calls, replacement parts and service during our regular business hours of 8:30 am to 4:45 pm Monday to Friday excluding statutory holidays. This service plan does not include replacement of ink for Equipment that utilizes ink. Toner replacement is included under certain plan options in accordance with Section CE-4 below.
- CE-3. Off-Hours Service.** Service performed outside of our regular business hours is not included in the Copier/Facsimile Service Plan. Off-hours service must be prearranged with the local branch of the Company. You will be charged for such service on a time and materials basis using our then current published rates. The Copier/Facsimile Service Plan does cover the cost of any replacement parts required in connection with such off-hours service.
- CE-4. Service Options.** Your periodic payments for the Copier/Facsimile Service Plan provide coverage during the billing periods as indicated on the face of your Contract. If your service plan is based on the cost per copy billing, it includes toner as long as average coverage does not exceed seven percent (7%) for black and white and thirty percent (30%) for color copying, assuming paper size smaller than 8 inches x 14 inches. We reserve the right to charge a nominal shipping and handling fee with respect to toner. Each copy on paper larger than 8½ inches x 14 inches counts as two pages for these plans.
- CE-5. Term.** The initial term of the Copier/Facsimile Service Plan will commence on the date indicated on the face of your Contract and will last for one (1) year. Thereafter, service will automatically renew, subject to annual rate increases.
- CE-6. Copier Meter Readings.** You will submit to us on or before the 25th day of each month a record of the number of copies made during the month. Where not received by the 25th day of the month, we will estimate the number of copies for

purposes of periodic invoicing and adjust your usage as appropriate after a correct reading is received.

- CE-7. Payment Terms.** The initial payment under the Copier/Facsimile Service Plan is due upon Equipment installation. Thereafter, you will receive invoices for the minimum copy commitment prior to the beginning of each successive billing period. Costs for copies in excess of the minimum copy commitment in any billing period will be added to the invoice for the next billing period. Payments under this Rider are due by the due date shown on your billing statement, and all overdue amounts will bear interest until paid at the rate of 24% per year or the maximum rate allowed by law, whichever is less. Unless prohibited by applicable law, you agree to pay the following charges and fees: (i) a late charge of \$15.00 if you have not paid the amounts you owe hereunder by the due date shown on your billing statement on current balances less than \$1500.00, or a late charge of \$30.00 if you have not paid the amounts you owe hereunder by the due date shown on your billing statement on current balances greater than or equal to \$1500.00; (ii) a fee of \$40.00 for any payment item, cheque or draft which is returned unpaid for any reason.
- CE-8. Termination.** Either party may terminate the Copier/Facsimile Service Plan with respect to some or all of the covered Equipment at any time on or after the expiry date of its initial term, upon not less than thirty (30) days' written notice to the other party.
- CE-9. Meter.** You will not tamper with any meter or do anything which will alter the accuracy of any meter readings. If we determine that your meter reading is inaccurate, we may, in addition to any other legal or equitable remedy available to us, terminate this Copier/Facsimile Service Plan upon three (3) days' written notice.
- CE-10. Exclusion.** The Copier/Facsimile Service Plan does not cover service and/or parts required due to acts of God, fire, theft, vandalism, willful damage or unauthorized service. This Plan also does not cover service and/or parts required in order to restore Equipment to working order following tampering or adjustment by anyone other than an authorized service representative or you acting on our instructions or directions or use of parts or supplies other than those recommended or certified by us. In addition, consumable items including but not limited to copier paper and staples are not included under this agreement.
- CE-11. Charges for Excluded Services.** Services and/or parts excluded under the Comprehensive Service Plan will be billed by us on a time and materials basis using our then current published rates.

CE-12. Customer Obligations - Copier/Facsimile Service Plan.

- (a) Access. You agree to provide us with free access to each piece of covered copier and/or facsimile Equipment in order to ensure the accuracy of meter readings.
- (b) You must have at least one individual designated as Key Operator. The Key Operator will attempt to restore the Equipment to working order prior to initiating a request for service.
- (c) You, or your Key Operator, must discuss the problem with our personnel over the telephone and must attempt to resolve the problem, before requesting service hereunder, by following the instructions provided during the discussion.
- (d) You must advise us in writing of any change in location of Equipment covered under the Copier/Facsimile Service Plan, and we may elect, (but are not required) to either cancel or renegotiate plan coverage for such Equipment.

CE-13. Service under the Copier/Facsimile Service Plan for Equipment Not Initially on Service. If you elect to purchase a service plan for your Equipment after the date of installation, such Equipment must be inspected by our service technician at your expense. Should such Equipment not be in a serviceable condition, it must be brought to that state at your expense prior to being accepted for coverage under the Copier/Facsimile Service Plan. Charges for such inspection and maintenance will be billed by us on a time and materials basis using our then current published rates.

Terms Applicable to PitneyWorks® Program

- PW-1. Description of PitneyWorks.** The PitneyWorks program (the “Program”) is operated by Pitney Bowes Global Credit Services (“PBGCS”), one of our divisions. It provides a convenient way for you, your employees or agents with express, implied or apparent authority (each an “authorized user”) to order office supplies, postage meter resets, or other products and services from us. The Program is available only to order products and services for business or industrial purposes, and you represent to us that the Program will not be used by you or your authorized users to order products or services for personal, family or household purposes, or for use in farming, ranching, feed-lot, fishing, or other related types of operations.
- PW-2. Orders.** Each order (“Order”) will be charged to your account (“Account”), together with all applicable fees and charges.
- PW-3. Billing Statements; Changes to Authorized Users.** You will receive a billing statement for each billing cycle, unless (a) there has been no activity on your Account (b) the outstanding balance or credit to your Account is less than \$5.00, or (c) the only activity on the billing statement is a customer service adjustment, such as a fee reversal. You have thirty (30) days from the date on the billing statement to notify us of any errors on the billing statement, or it will be deemed correct. You are responsible for all activity on your Account by an authorized user until you provide us with written notice revoking the authority of that authorized user.
- PW-4. Payment Terms.** Payments on your Account are due by the due date shown on your billing statement. Each payment that you make will be applied first against any accrued interest and default charges, second against any fees incurred, including without limitation transaction fees and statement reprint fees, thirdly against any previously unpaid balances that remain outstanding on your Account, and finally against any balance for Orders processed or fees incurred during the current billing cycle that have not yet appeared on your billing statement.
- PW-5. Advances and Financial Information.** The Program allows you to defer payment on your purchases by obtaining Advances (as defined in Section PW-6 below) on your Account. PBGCS will assign a credit limit to your Account and may change your credit limit at any time. PBGCS may refuse to make an Advance if the amount of such Advance plus your existing unpaid Account balance would exceed your credit limit. You agree to PBGCS to receive from and exchange credit and other information concerning your affairs with others, including financial institutions, credit reporting agencies, credit bureaus and persons with whom you may have financial dealings. PBGCS will not be liable or responsible in any way in connection with any such credit reporting.

- PW-6. Deferred Payment.** If you choose not to pay the entire balance due by the due date shown on your billing statement, you may pay a portion of the balance by the due date, but not less than the minimum payment shown. If there is a remaining balance on your Account as of the payment due date for Orders, PBGCS will make an advance (“Advance”) to you in the amount of the unpaid balance or your credit limit, whichever is less. Each Advance will be deemed to have been made on the date the Order(s) for which payment has not been made was delivered.
- PW-7. Interest on Advances.** PBGCS will charge you, and you agree to pay, interest on all Advances based on the average daily balance of Advances outstanding in each billing cycle from the date the Advances were deemed to have been made until all Advances are repaid. Unpaid interest, default charges and transaction fees will be added to the outstanding balance of unpaid Advances on the due date shown on each billing statement if they are not paid by that date and such balance will thereafter be treated as part of the Advance. The interest rate applicable to Advances is 2% per month (24% annually).
- PW-8 Charges and Fees.** Unless prohibited by applicable law, you agree to pay the following charges and fees in connection with your Account: (i) a late charge of \$15.00 if you have not paid the amounts you owe hereunder by the due date shown on your billing statement on current balances less than \$1500.00, or a late charge of \$30.00 if you have not paid the amounts you owe hereunder by the due date shown on your billing statement on current balances greater than or equal to \$1500.00; (ii) a fee of \$40.00 for any payment item, cheque or draft you give in payment of your Account which is returned unpaid for any reason; and (iii) a fee of \$15.00 if you exceed your credit limit; (iv) a fee of \$5.00 for a duplicate copy of a billing statement or a copy of a billing statement for a month in which no statement was issued, and (v) unless included in your rental as indicated on page 1 of this Contract, a fee for each postage reset using your PitneyWorks account of 1% of the reset amount, with a minimum fee of \$15, except that for K700 meters the minimum fee is \$7.50 for resets less than \$250. We can change the charges and fees applicable to the Program from time to time in our sole discretion in accordance with Section PW-11 below.
- PW-9. Account Cancellation and Suspension.** PBGCS may at any time close or suspend your Account or, if applicable, temporarily refuse to make new Advances or fulfill Orders. You can cancel your Account by notifying PBGCS in writing. No cancellation or suspension will affect your obligation to pay any amounts you owe under the Program on the terms and conditions set forth herein.
- PW-10. Default and Remedies.** You will be in default if you fail to make a payment when due or fail to comply with any other terms of the Program, this contract or any other agreement between you and us. If you are in default we will not be

obligated to provide the PitneyWorks service, or if applicable, make any new Advances, and we may demand immediate payment of the entire amount you owe hereunder, plus interest on said amount at the rate applicable to Advances. You agree to pay all costs and expenses that we may incur in order to collect any amounts you owe, including our legal costs on a solicitor and client basis.

PW-11. Amendment and Termination of the Program. We may amend the terms or the PitneyWorks Program at any time upon ten (10) days' notice to you. Any amendment will become effective on the date stated in the notice and will apply to any outstanding unpaid balance on your Account. We may terminate the PitneyWorks Program at any time upon notice to you. Any outstanding obligations on your part will survive termination of the Program or your Account.

PW-12. Miscellaneous. PBGCS may accept late payments, partial payments or cheques, drafts and money orders marked "payment in full", without losing any of its rights hereunder. PBGCS may choose not to exercise or to delay enforcement of any of its rights hereunder without losing them. PBGCS may assign your Account and its rights and obligations under the Program to a third party. You may not assign your Account or your interest, if any, in the Program.

PW-13. Financing Statements: APPLICABLE TO ALL PROVINCES EXCEPT QUEBEC. You acknowledge that financing statements under various personal property security legislation may be registered with respect to the Equipment covered under this Contract to secure our Advances hereunder and, to the extent permitted by law, you hereby authorize us, as your agent, to prepare, execute and file in your name such instruments as are reasonably required to evidence and protect our interest in the Advances and the Equipment, and waive receipt of, and the right to receive, a copy of any such registered financing statement or verification statement or similar acknowledgement of filing with respect to all of the above.

Terms Applicable to IntelliLink® Control Centre

This Rider sets forth terms and conditions applicable to the rental and operation of the IntelliLink® Control Centre and supplements the general terms and conditions.

- IL-1. Rental of Control Centre.** Upon acceptance of this Contract by us, you hereby agree to rent from us, and we hereby agree to rent to you the IntelliLink® Control Centre (the "Control Centre"), which includes the postage evidencing technology (software and hardware), the user interface controller with the postal security device embedded therein, and the printer including the printhead, printhead controller, and print maintenance controller, included as part of the Equipment identified on the face of this Contract, on and subject to the terms and conditions that follow.
- IL-2. Rental Term.** Subject to termination by us as set forth in this Contract, your rental of the Control Centre will remain in effect for the term specified on the face of this Contract. Unless terminated by notice in writing by either party at least ninety (90) days prior to the expiration date of the current term, this rental will be automatically renewed for successive one (1) year periods upon the same terms and conditions, including the rental rate set forth on the face of this Contract subject to the terms and conditions contained in Section IL-3 below. Upon termination of this rental you will return the Control Centre to us in good condition, normal wear and tear excepted. Notwithstanding the foregoing, this rental will continue during the extension of any lease or rental term of the Equipment to which the Control Centre is attached and will terminate at the same time as such term unless the Equipment is purchased.
- IL-3. Rental Charges.** The rental charges indicated on the face of this Contract are those currently in effect and such charges will remain in effect for the first year from the date of installation of the Control Centre. Thereafter all rental charges and transaction charges are subject to increase from time to time, effective upon the posting by ordinary mail to your address of not less than ten (10) days prior written notice from us to you. You will pay rental charges to us in advance at quarterly or such other billing periods selected by you on the face of this Contract. The first rental charge is due on the installation date.
- IL-4. Payment.** Control Centre rental charges are payable in advance for each period indicated on the face of this Contract during the term of the Control Centre rental. Rental payments for Control Centre(s) installed or removed during the billing period will be pro-rated on the basis of the number of calendar days covered by the billing period based on a thirty (30) day month. Payments under this Rider are due by the due date shown on your billing statement, and all overdue amounts will bear interest until paid at the rate of 24% per year or the maximum rate allowed by law, whichever is less. Unless prohibited by applicable law, you agree to pay the following

charges and fees: (i) a late charge of \$15.00 if you have not paid the amounts you owe hereunder by the due date shown on your billing statement on current balances less than \$1500.00, or a late charge of \$30.00 if you have not paid the amounts you owe hereunder by the due date shown on your billing statement on current balances greater than or equal to \$1500.00; (ii) a fee of \$40.00 for any payment item, cheque or draft which is returned unpaid for any reason.

IL-5. Transaction Charges. With respect to any Postage by Phone™ postage resets, you will pay us a transaction charge, as shown on the face of this Contract, for each postage setting transaction completed by telephone. During a single telephone communication, more than one postage setting transaction on the same IntelliLink® Control Centre may be completed at no additional charge. Transaction charges will be billed and will be due and payable by you quarterly in arrears, and will be subject to increase as set out above under the heading Rental Charges.

IL-6. Administrative Fee. You acknowledge that you may be charged a fee, which can be amended from time to time, for services provided by us in connection with meter administration.

IL-7. Discounts. You may take advantage of such discounts as we may establish from time to time as being applicable to you.

IL-8. Ownership And Use. You acknowledge that you will have no ownership rights in the Control Centre during the rental term or otherwise and that the Company reserves the right to recover or disable the IntelliLink® Control Center or meter and/or terminate this use and rental at any time and for any reason. You will adhere to the Canada Post Requirements set forth below. In addition, you agree that you will:

- (a) promptly notify our local branch office in writing of any proposed change of the address of the premises at which the Control Centre is located;
- (b) not take the Control Centre to a post office for any setting of postage;
- (c) use reasonable care in handling and operation of the Control Centre;
- (d) give prior written notice to us before employing any special attachments, printing plates or other devices, and if such special attachments, printing plates or other devices interfere with the normal and satisfactory operation or maintenance of the Control Centre in such manner as to affect the accuracy or expected service life thereof, increase substantially the cost of maintenance thereof or create a safety hazard, you will, upon notice from us to the effect, promptly remove the special attachments, printing plates or other devices and restore the Control Centre to the normal condition at your sole expense; and

- (e) use only the supplies offered by us or meeting our specifications and pay for consumable parts and supplies.

IL-9. Maintenance & Inspection. You will notify us immediately in the event of any defect or malfunction (whether temporary or continuing) of the Equipment, including any defect or malfunction of the Control Centre. We will maintain the Control Centre in proper working condition either by repair or replacement and for such purpose we will have the right to inspect and/or remove it at any time during normal business hours.

IL-10. Canada Post Requirements.

- (a) Canada Post Corporation (“Canada Post”) is not a party to any rental agreement.
- (b) The Control Centre remains our property and is for use only by you on our mailing machines. The Control Centre may be used for postage imprinting and recording purposes only. Tampering with or misuse of the IntelliLink® Control Centre is punishable under law.
- (c) You agree to allow us to inspect the Equipment, including the Control Centre, periodically.
- (d) You acknowledge that title to the postage indicia impression die(s) remains with Canada Post and Canada Post may, should it deem it necessary, remove and return it to a Canada Post branch office.
- (e) The Control Centre rental terms and your use of the Control Centre are subject to the Canada Post Corporation Act and the regulations under that Act, including, but not limited to, the Postage Meter Regulations and any other applicable laws.
- (f) You will take reasonable steps to ensure the security of the Control Centre as directed by us.
- (g) You acknowledge that we and Canada Post each have the right to correct or require the correction of any oversetting of the postage component of the Control Centre.
- (h) Canada Post must approve the wording of any advertisements, slogans and return addresses on the postage indicia.
- (i) You acknowledge and approve of exchanges and use of your information between us and Canada Post regarding use of the Control Centre.
- (j) You will allow Canada Post to use for any purpose that is within the description of the objects of the Corporation under the Canada Post Corporation Act, any information concerning you.

IL-11. Termination. Upon the happening of any of the following events we may terminate the rental of the Control Centre forthwith:

- (a) if you fail to carry out any provisions of this Contract at any time or to make payments or pay transaction charges when due and fail to remedy any such default upon ten (10) days' notice by us,
- (b) upon any threatened issuance of any writ or process in any proceedings against you whereby the Control Centre and related Equipment may be levied on or attached.
- (c) upon revocation of our authority to operate Postage by Phone™ or to supply postage through the Control Centre, or upon revocation of our license by Canada Post;
- (d) if you enter into an arrangement with creditors, receivership or bankruptcy proceeding, or at any time we reasonably deem ourself insecure and our interest in the Equipment in jeopardy;

and upon termination we will have the right to enter upon any premises where the Equipment or any part thereof may be located and repossess the Equipment without legal process in any jurisdiction (other than Quebec) and in such event you will pay all amounts due to us with respect to the Equipment and/or services supplied hereunder accrued up to the end of the current quarter, plus our expenses of recovering the all or any part of the Control Centre and reasonable legal fees actually incurred.

If this Contract is terminated prior to the expiration of the applicable term, you will immediately return the Control Centre to us, pay all amounts due to us through such termination date with respect to the Equipment and/or Services supplied to you (including all unpaid counter charges and liquidated damages, as applicable) and pay the balance of rental charges owing for the current term as liquidated damages, and not as a penalty.

IL-12. TO THE EXTENT PERMITTED BY ANY PRESENT OR FUTURE LAW OR STATUTE AND TO THE EXTENT THE SAME EXTENDS TO AND RELATES TO THIS CONTRACT OR ANY OTHER AGREEMENT OR INSTRUMENT RENEWING OR EXTENDING OR COLLATERAL TO THIS CONTRACT, YOU HEREBY WAIVE THE BENEFIT OF ALL PROVISIONS OF ANY PRESENT OR FUTURE APPLICABLE LAW OR STATUTE OF ANY JURISDICTION IN ANY PROVINCE OR TERRITORY OF CANADA WHICH, NOW OR IN THE FUTURE, WOULD IN ANY MANNER AFFECT, RESTRICT OR LIMIT OUR RIGHTS HEREUNDER INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL THE RIGHTS, BENEFITS AND PROTECTION GIVEN OR AFFORDED TO CUSTOMER BY THE LIMITATION OF CIVIL RIGHTS ACT SASKATCHEWAN AS AMENDED.

IL-13. Advance Postage Deposit Arrangements. We have established a pooled account (the "Postage by Phone™

Account”) with the Royal Bank of Canada (together with any other Canadian chartered bank to which all or any portion of the Postage by Phone™ Account is moved, the “Bank”) for the purpose of funding postage resets on Control Centres. In order for you to load postage into your Control Centre you will have to make a deposit into the Postage by Phone™ Account. Your making of such deposit signifies your agreement with the terms and conditions of this Contract governing the operation of the Postage by Phone™ Account. You will not be entitled to withdraw any monies on deposit in, or issue cheques or other orders for payment of monies from, the Postage by Phone™ Account.

- (a) **Our Authority.** You hereby authorize us to instruct and direct the Bank from time to time as follows:
 - (i) to make payment of a specified amount to Canada Post Corporation (a “Postage Payment Direction”);
 - (ii) to make payment of a specified amount to you so long as you have funds in the Postage by Phone™ Account that are not subject to a Postage Payment Direction (a “Refund Direction”);
 - (iii) to withdraw any incorrect or unfunded deposits made to the Postage by Phone™ Account (a “Correction Direction”); and
 - (iv) to withdraw and place in safekeeping with the Bank a specified amount of funds from the Postage by Phone™ Account in Canadian dollar obligations of the Bank or Canadian dollar obligations guaranteed by or secured by the Government of Canada as we may specify from time to time and to return such specified amount to the Postage by Phone™ Account upon maturity of the instruments (an “Investment Direction”).
- (b) **Designated Agent’s Authority.** You hereby authorize our designated agent (“Designated Agent”) to provide the Bank from time to time with instructions with respect to the Postage by Phone™ Account to the same extent as we could and agree that the Bank can rely fully upon the instructions of the Designated Agent.
- (c) **Bank’s Authority.** You hereby irrevocably authorize and direct the Bank to accept and act in accordance with instructions from us as to
 - (i) the payment of monies out of the Postage by Phone™ Account and
 - (ii) providing Canada Post Corporation and its agents and employees with access to the records maintained by us and the Bank with respect to the Postage by Phone™ Account.
- (d) **Deposits.** Deposits to the Postage by Phone™ Account may be by cheque drawn on a Canadian financial institution payable to the Postage by Phone™ System at the following address or such other address as we

may provide to you from time to time: Box 1040, Postal Station 'A', Toronto, ON M5W 3C8

The proceeds of each cheque will be deposited in the Postage by Phone™ Account by the Bank.

- (e) **Postage Reset.** Once we receive confirmation of your initial deposit from the Bank, you may contact us from time to time and request incremental postage settings. Upon receipt of each such request we are hereby authorized and directed by you to (i) issue to the Bank Postage Payment Direction and (ii) transmit to you a postage setting code sufficient to permit you to increase the postage on the Control Centre by this amount. If for any reason postage is paid for but not received by you, we will promptly repair or replace the Postage by Phone™ function of the Control Centre so that your Control Centre contains a postage credit in the amount paid. If you have insufficient funds credited to your account in the Postage by Phone™ Account, the amount due for postage settings, less the amount of funds on deposit, will be automatically charged to your PitneyWorks® Account up to your PitneyWorks® credit limit. The postage meter reset fee, if any, which you pay under the Postage by Phone™ program is different from and will be charged in addition to any transaction fees payable under the PitneyWorks® program.
- (f) **Recordkeeping and Fees.** Upon receipt of each cheque for deposit to the Postage by Phone™ Account, the Bank will advise us of the amount thereof and will provide identifying information in respect of the customer. We will maintain on behalf of the Bank in respect of each customer a record of deposits by and payments for or on account of such customer. We have been appointed the agent of the Bank for this purpose and you acknowledge that, as compensation for the performance of such services, we will be entitled to receive all interest, income and other funds accruing on funds deposited in or held for the credit of the Postage by Phone™ Account as fees for service directly from the Bank. The Bank will maintain records or computer files in respect of the Postage by Phone™ Account showing dates and amounts of deposits to and payments out of the Postage by Phone™ Account and the current balance in the Postage by Phone™ Account from time to time. Such records or computer files will be maintained by the Bank only in respect of the aggregate of deposits to and payments out of the Postage by Phone™ Account, and for the purpose of maintaining such records and computer files the Bank will be entitled to consult with and rely upon the records maintained by us.
- (g) **Limitation of Bank's Liability.** The Bank will not be responsible for any loss or damage incurred or suffered

by you as a result of the operation of the Postage by Phone™ Account in accordance with these terms and conditions or resulting either directly or indirectly from any cause beyond the control of the Bank or within our control.

- (h) **Expenses and Interest.** The Bank will not look to you for payment in respect of services or expenses performed or incurred by the Bank in connection with the operation of the Postage by Phone™ Account. You will not be entitled to any interest income or other funds accruing on funds deposited in or held for the credit of the Postage by Phone™ Account.

IL-14. Exchange of Control Centre Model. If during the rental term you ask us to exchange the Control Centre model for another model suitable for use on the same Equipment and your account is in good standing, we will amend the Contract or provide a new Contract covering the replacement Control Centre.

IL-15. Rating and Software Changes. During the Control Centre rental period you agree to keep the Control Centre up to date with all Canada Post postal rate updates and applicable software downloads as regulated by Canada Post and required by us to ensure the security and proper functioning of the Control Centre, and to download such updates as soon as made available to you. Your lease/purchase/rental price includes all Canada Post postal rate updates during the first ninety (90) days of this contract. Control Centre software updates, system access, and software support are included in the rating and software download fee which is invoiced annually. Each annual fee includes up to a single Canada Post postal rate update during that year. Additional postal rate updates will be subject to additional fees. We do not undertake to provide rate change updates whenever there is a change in the carrier's service coverage. We will not be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates as a result of carrier rate changes. We reserve the right to change rating and software download fees from time to time and to charge them to your PitneyWorks® account.

IL-16. Financing Statements: APPLICABLE TO ALL PROVINCES EXCEPT QUEBEC. You acknowledge that financing statements under various personal property security legislation may be registered with respect to the rental of the Control Centre and/or the Control Centre covered under this Contract and, to the extent permitted by law, you hereby authorize us, as your agent, to prepare, execute and file in your name such instruments as are reasonably required to evidence and protect our interest in the Control Centre, and waive receipt of, and the right to receive, a copy of any such registered financing statement or verification statement or similar acknowledgement of filing with respect to all of the above.



Discover the convenience of My Account from Pitney Bowes.

This innovative 24/7 online self-serve tool allows you to manage your equipment inventory, enter copy count readings, order supplies, track the status of your order, and even submit a service request, all from your desktop.

You'll enjoy the ease of online shopping, plus the convenience of accessing all your account information in one handy place.

With pitneybowes.ca/MyAccount you can:

- Submit your copier meter count readings, for precise billing and money savings.
- Order supplies.
- Review the supplies you need for your Pitney Bowes machines.
- Manage your entire Pitney Bowes copier fleet, even at multiple locations.
- Download a spreadsheet, input copier count meter readings for all units, and upload the completed spreadsheet in seconds.
- Add and remove locations, edit access control for designated users, modify email preferences, passwords, and more.
- You can even place a service call online, for faster service!

For all the details, visit
pitneybowes.ca/MyAccount today!





5500 Explorer Drive,
Mississauga, ON L4W 5C7
www.pitneybowes.ca

pbdoesmore.ca
find out how
1-800-672-6937

Visit www.pitneybowes.ca/MyAccount
for Supplies and Service



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