

# SendPro™ with Equipment Lease

SendPro™ Subscription with Equipment Lease Product Terms

(Last modified January 13, 2018)

## **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 Services.

## **Hardware**

As part of your subscription, we'll lease to you equipment consisting of a scale and a label printer (the "Equipment"). **THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT. YOU BEAR THE ENTIRE RISK OF LOSS TO THE EQUIPMENT FROM THE DATE OF SHIPMENT BY US TO YOU. WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. ALL WARRANTIES, IF ANY, WITH RESPECT TO THE EQUIPMENT ARE MADE BY THE MANUFACTURER OF THE EQUIPMENT.**

## **Term and Termination**

You are leasing the Equipment for the following term (the “Lease Term”): (i) two years if you’re only leasing the Equipment; and (ii) the number of months stated on your Order if you’re leasing equipment in addition to the Equipment. Except for any termination by you under this section or under Section 4 (Changes) of the Agreement: (i) you may not cancel the lease for any reason; and (ii) all payment obligations under these terms and the Agreement are unconditional. At the end of the Lease Term, your use of the Service will convert to a month to month service. If we make changes to the Agreement that are materially adverse to you, you may terminate your account and the lease of the Equipment by giving notice to us of your election to terminate within thirty days after we gave you notice of any material changes.

## **Servicing of Hardware**

If the Equipment ceases to function properly during the Lease Term, we’ll replace the Equipment by promptly shipping to you, at no additional cost, new, reconditioned or remanufactured equipment of the same or a functionally equivalent model; however, we won’t replace the Equipment if we determine that the failure of the Equipment resulted from your negligence or misuse of the Equipment or from an accident.

## **Fees**

The fees for the use of the Service will be as agreed to at the time you register for the Service and will remain in effect during the Term. These fees do not include: (i) any applicable sales, use, property, excise or other taxes, which will be invoiced separately by us; and (ii) the postage, shipping or other charges imposed by the carrier for printing postage or labels and sending letters or parcels through Canada Post (“CP”) or another carrier. Your subscription for the use of the Service together with the payments for the lease of the Equipment will be billed quarterly in advance with the first payment due 2 at the time of registration and with each subsequent payment

due on the due date specified in the invoice for the payment.

### **Trial Period**

If your subscription includes a free trial period and if you do not wish to continue your subscription past the trial period, you must cancel your subscription before the last day of the trial period to avoid being billed for the first month of the subscription once the trial period has expired.

### **Default and Remedies**

In the event you fail to comply with the Agreement or these terms and such failure continues for 30 days after we give you notice of such failure, we may: (i) terminate the Agreement, the lease of the Equipment and your account; (ii) require immediate payment of all amounts payable under the Agreement and these terms during the term of your use of the Services, including the fees provided for in the Fees section above and all amounts payable for the lease of the Equipment during the Lease Term; (iii) assess a late charge for each month that your payment is late; and (iv) exercise any rights and pursue any remedies provided by law.

### **Payment Through PitneyWorks**

All charges by CP for the sending of parcels through the Service (such charges are called "Shipping Charges") and all fees for the use of the Service will be charged to your PitneyWorks account. All charges by any other carrier other than CP for the sending of parcels through the Service will be billed directly by the carrier.

### **CP Regulations**

If you use the Service to print postage or send parcels with CP, you must comply with all CP regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner, (b) do not use your account during a consecutive twelve

month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use, or (d) otherwise fail to abide by the provisions of postal regulations and these Terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account shall be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by CP. You agree that tampering with or misusing the Service is punishable under law. CP has approved the Service. As a user of the Service, you agree that: (a) CP is not a party to this agreement and will not have any obligations or liability under this Agreement; (b) we may exchange information regarding you with CP and you hereby give us your approval for such exchange; (c) you will allow CP to use for any purpose that is within the description of the objects of CP under the Canada Post Corporation Act, any information concerning you; (d) If CP establishes specifications for items used in conjunction with the Service, including, but not limited to, tape, labels and ink, you will only use items that are on CP's then current list of acceptable items of that type; and (e) you are using and will use your account only in connection with your business or businesses for your own mail or, to the extent that your core business or businesses involve the provision of mail preparation and induction services to your customers, the mail of such customers. You further agree to furnish to us the legal name and the trading name of your business, or each of the listed businesses, as the case may be.

### **Carrier Requirements**

If you use the Service to send parcels with a carrier other than CP, you must comply with the requirements of that carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/>, the terms governing the use of UPS are located at <https://www.ups.com/> and the terms governing the use of Purolator are located at [www.purolator.com/en/legal/](http://www.purolator.com/en/legal/).