

SendPro Terms of Use – Subscription with Equipment Lease

Thanks for using our SendPro™ application, an online service that simplifies mailing and shipping (the “Service”). Please read these Terms of Use and our [Privacy Statement](#) (collectively, these “Terms”) carefully. By using the Service or signing up for an account, you’re agreeing to these Terms.

We’ll start with the basics, including a few definitions that should help you understand this agreement. The Service is a service offered by Pitney Bowes of Canada Ltd. and its affiliates (“we”, “us” and “our”) that allows you to manage addresses, print labels and postage and track your shipments so that you can send letters, packages and parcels through Canada Post (the “Canada Post”), FedEx (“FedEx”), United Parcel Service (“UPS”) and Purolator, Inc. (“Purolator”). Depending on which level of service you subscribe to, some of this functionality may not be available to you. This web site (the “Site”) is owned and operated by us.

These Terms define the terms and conditions under which you’re allowed to use the Service and how we’ll treat your account while you’re utilizing the Service. If you have any questions about our terms, feel free to [contact us](#).

ACCOUNT – USE OF SERVICE - CHANGES

1. Eligibility

In order to use the Service, you must: (a) complete the registration process; (b) agree to these Terms by clicking “I Accept”; and (c) provide true, complete and up to date contact information for so long as you access the Service. You agree that you won’t use the Service in a way that violates any laws or regulations, including any relating to data protection, privacy and anti-spam. We may refuse service or close your account if you fail to comply with these Terms.

2. Use of the Service

Upon the payment of fees, and for so long as you comply with these Terms, we grant you a non-exclusive, non-transferable license to access and use the Service for up to the number of users purchased by you for the Term (which is defined in Section 3 below). You may upgrade your plan for additional fees. We reserve all rights to the Service not expressly granted to you in these Terms. Your access to and use of the Site may be interrupted from time to time for various reasons, including malfunction of equipment, periodic updating, maintenance or repair of the Site, or other actions that we may elect to take. You agree that you will use the Service only for business or commercial purposes and not for personal, family or household purposes. You further agree not to use the Service to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Service. Disruptions include denial of service attempts, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the Service. In addition, you will not reverse engineer, decompile or disassemble the Service. The occurrence of any of the foregoing will be deemed a material breach and we may immediately terminate your use of the Service.

3. Term and Termination

The Term begins when you sign up for the Service and continues for the Lease Term (which is defined in Section 8 below). At the end of the Term, your use of the Service will convert to a month to month

service and will be subject to the Terms of Use located at <http://www.pitneybowes.com/ca/en/license-terms-of-use/sendpro-subscription.html>, and your use of the Service after the end of the Term shall be deemed to be acceptance of those Terms of Use.

4. Changes

We may change the Service and any features of the Service from time to time. In addition, we may change any of these Terms and the fees charged for using the Service by posting revised Terms and/or fees on the Site and/or by sending an email to the last email address you gave to us. The new Terms and the new fees will be effective on the day on which your next subscription payment is due and will apply thereafter. If the changes to the Terms 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.

5. Account and Password

By registering for the Service, you will be prompted to establish certain passwords and/or provide other access information to enable you to use the Service. The account name, password and/or access information is confidential information and should be used solely by you to access your account and use the Service. You're responsible for keeping your account name, password and access information confidential. You'll take all reasonable steps to prevent unauthorized access to your account and you'll immediately notify us of any unauthorized use of your accounts. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

LEASE OF Hardware

7. Hardware

As part of your subscription, we will 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.**

8. Term of Lease

You are leasing the Equipment for the following term (the "Lease Term"): (i) two years if you are only leasing the Equipment; and (ii) the number of months stated on your order if you are leasing equipment in addition to the Equipment. Except for any termination by you under Section 4 above: (i) you may not cancel the lease for any reason; and (ii) all payment obligations under these Terms are unconditional.

9. Servicing of Hardware

If the Equipment ceases to function properly during the Term of the Lease, we will 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 will not 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.

PAYMENTS

10. Fees; Payment Terms; Trial Period

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 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 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 at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

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.

11. Default and Remedies

In the event you fail to comply with these Terms and such failure continues for 30 days after we give you notice of such failure, we may: (i) terminate these Terms, the lease of the Equipment and your account; (ii) require immediate payment of all amounts payable under these Terms during the Term, including the fees provided for in Section 10 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.

12. Payment Through Pitney Works

All charges by Canada Post 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 Canada Post for the sending of parcels through the Service will be billed directly by the carrier.

CANADA POST/CARRIER REQUIREMENTS AND TERMS

13. Canada Post Regulations

If you use the Service to print postage or send parcels with Canada Post, you must comply with all Canada Post 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 Canada Post. You agree that tampering with or misusing the Service is punishable under law.

Canada Post has approved the Service. As a user of the Service, you agree that: (a) Canada Post 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 Canada Post and you hereby give us your approval for such exchange; (c) you will allow Canada Post to use for any purpose that is within the description of the objects of Canada Post under the Canada Post Corporation Act, any information concerning you; (d) If Canada Post 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 Canada Post'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.

14. Carrier Requirements

If you use the Service to send parcels with a carrier other than Canada Post, 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/.

RIGHTS

15. Trademarks

Pitney Bowes, the corporate logo, SendPro and PitneyWorks are trademarks of Pitney Bowes Inc. or a subsidiary. All other trademarks are the property of their respective owners. You may not use, and nothing contained on the Site or in these Terms grants any right to use, any trademark displayed on the Site without our written permission or the respective owner of such trademark.

16. Use of the Site

You agree that content on the Site is protected by copyrights, trademarks and other intellectual and proprietary rights; and these Terms and applicable copyright, trademark and other laws govern your use of content on the Site.

LIABILITY

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY MONTH WILL BE NO MORE THAN WHAT YOU PAID US FOR THE SERVICE THE MONTH BEFORE. WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

18. INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING LEGAL FEES) ARISING IN ANY WAY FROM YOUR USE OF THE SERVICE OR RELATED TO ANY BREACH OF THESE TERMS BY YOU OR ANY USER AUTHORIZED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND, IN SUCH CASE, YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE.

19. DISCLAIMER

THE SERVICE AND THE CONTENT ON THE SITE ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT, AND YOU WAIVE ALL WARRANTIES FROM US TO THE MAXIMUM EXTENT PROVIDED BY LAW.

20. Legal Fees

If we file an action against you claiming you breached these Terms and we prevail, we will be entitled to recover our legal fees on a solicitor and client basis.

LINKS TO THIRD PARTY SITES

21. Third Party Sites

The Site and these Terms may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

MISCELLANEOUS

22. Assignments

You may not assign any of your rights under these Terms without our prior consent, which shall not be unreasonably withheld. Any assignment without our consent is void. We may assign our rights to any other individual or entity at our discretion.

23. Choice of Law; Arbitration; WAIVER OF JURY TRIAL

These Terms will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any dispute between us arising out of or in any way relating to these Terms (whether in contract or otherwise) will be resolved exclusively by individual binding arbitration. The place of arbitration shall be in Toronto, Ontario. The language of the mediation shall be English. **YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT BEFORE A JUDGE OR JURY AND TO GIVE UP THE RIGHT TO PARTICIPATE IN COURT AS A PARTY OR CLASS MEMBER.** Neither of us will seek to have any dispute heard as a class action. Any arbitration will be conducted by the Canadian Arbitration Association (the "CAA") under its Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will promptly reimburse your filing fees and pay the CAA's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the CAA rules will govern payment of filing fees and the CAA's and arbitrator's fees and expenses.

24. Force Majeure

We won't be liable for any delays or failure in performance of any part of the Service from any cause beyond our control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power blackouts, and acts of hackers or third-party internet service providers.

25. Amendments and Waiver

Changes to these Terms won't be effective until we post revised Terms on the Site. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under these Terms, and we may still take action at a later point.

26. Notices

Except as provided in the next sentence: (i) any notice to you will be effective when we send it to the last email or physical address you gave us; and (ii) any notice to us will be effective when delivered to us at Pitney Bowes of Canada Ltd., 5500 Explorer Drive, Mississauga, ON L4W 5C7. Any notice alleging a breach of these Terms will be in writing and will be sent by overnight courier or delivered in person to: (i) in the case of a notice to you, the physical address you gave us; and (ii) in the case of a notice to us, Pitney Bowes of Canada Ltd., 5500 Explorer Drive, Mississauga, ON L4W 5C7 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926, or any addresses we may later post on the Site

27. Entire Agreement

These Terms make up the entire agreement and supersede all prior agreements, representations, and understandings. The parties hereto confirm that it is their wish that the Terms as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.