

## MOVEWITHME™

### TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. PLEASE NOTE SPECIFICALLY SECTION 7 THAT CONTAINS WARRANTY AND LIABILITY LIMITATIONS THAT AFFECT YOUR RIGHTS. YOU MUST BE AT LEAST 13 YEARS OLD TO USE THIS SERVICE.

#### 1. ACCEPTANCE.

Pitney Bowes Inc. (“PBI” or “We”) provides you access to the MoveWithMe™ application (the “App” or “Service”) under the following terms of use (“TOU”). Your use of the Service constitutes acceptance of the TOU. We reserve the right to update the TOU at any time without notice to you, so please check back frequently to get the most up to date TOU applicable to your use of the Service.

#### 2. PERSONAL USE ONLY.

The Service is provided to you for your personal, non-commercial use at no charge. You may use the Service only on compatible devices for which the Service is made available. You are not permitted to modify, copy, distribute, transmit, display, perform, license, create derivative works from, transfer or sell the Service or any content contained in or derived from the Service. Any commercial or revenue-generating use of the Service requires PBI separate written consent.

#### 3. USE OF THE SERVICE.

You agree that the Service and content contained in the Service is protected by copyrights, trademarks and other intellectual and proprietary rights; and this TOU and applicable copyright, trademark and other laws govern your use of the Service.

The Service will make use of location data sent from your device. You can turn off this functionality and stop us collecting such data at any time by turning off the location services settings for the App on your device, however, in doing so the App may no longer function as intended. If you use this Service, you consent to us and our affiliates’ and licensees’ transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based services.

#### 4. NO UNLAWFUL or PROHIBITED USE.

As a condition of your use of the Service, you will not use the Service in any manner which is unlawful or prohibited by this TOU. You will not use the Service to:

- a) defame, abuse, harass, stalk, or threaten anyone or otherwise violate the legal rights of others;
  - b) upload, download, transmit or post any information that is not owned by you or duly licensed to you for your use;
  - c) interfere with another’s use of the Service;
  - d) promote, facilitate, participate in, or make available information that performs or promotes illegal or immoral activities such as pyramid schemes, fraudulent activities, adult entertainment, animal abuse or anything that promotes physical harm or injury against any group or individual;
- or

- e) upload, download, transmit or post any inappropriate, defamatory, obscene, or unlawful content.
5. TERM AND TERMINATION.

This TOU is effective for so long as you access and use the Service. You or We may terminate your access to the Service at any time and for any reason. Once terminated, We may permanently delete any data or content stored in the Service or associated with your use of the Service.

6. PRIVACY STATEMENT.

See the Privacy Statement located at <http://www.pitneybowes.com/us/license-terms-of-use/MoveWithMe-privacy-statement.html> for information related to how We may collect and use information provided by you or through your use of the Service. By submitting any data or content to the Service, you grant PBI a perpetual, irrevocable, worldwide right and license to use any data or content you provide in accordance with the Privacy Statement, including use of the data in anonymous form for other PBI products, services, or business uses.

7. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

YOU AGREE TO USE THE SERVICE AT YOUR OWN RISK. THIS SERVICE IS PROVIDED "AS IS" AND PBI SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SERVICE, INCLUDING WARRANTIES OF ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS SERVICE IS NOT INTENDED TO REPLACE SAFETY MEASURES OR YOUR OWN COMMON SENSE AND GOOD JUDGEMENT RELATED TO YOUR SAFETY AND SECURITY. YOU SHOULD NOT RELY SOLELY ON THIS SERVICE FOR YOUR SAFETY, AND SHOULD SEEK PROFESSIONAL ASSISTANCE IN THE EVENT OF ANY SECURITY CONCERNS YOU MAY HAVE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PBI WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, EVEN IF SUCH DAMAGES RESULT FROM PBI'S NEGLIGENCE OR IF WE ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN CERTAIN JURISDICTIONS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, IN WHICH CASE PBI'S MAXIMUM LIABILITY TO YOU RELATED TO YOUR USE OF THE SERVICE WILL BE LIMITED TO \$1,000 FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT).

8. CHOICE OF LAW; ARBITRATION; WAIVER OF JURY TRIAL

These Terms will be governed by the laws of the State of Connecticut. Any dispute between us will be resolved exclusively by individual binding arbitration governed by the Federal Arbitration Act ("FAA"). 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, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will promptly reimburse your filing fees and pay the

AAA's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

#### 9. AMENDMENTS AND WAIVER

Changes to this TOU won't be effective until we post a revised TOU. 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.

#### 10. 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 Inc., 3001 Summer Street, Stamford, CT 06926. Any notice alleging a breach of this TOU will be sent: (i) in the case of a notice to you, to the last electronic or physical address you gave us; and (ii) in the case of a notice to us, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 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 TOU or in the Service.

#### 11. ENTIRE AGREEMENT

These Terms make up the entire agreement and supersede all prior agreements, representations, and understandings. The ways in which you can use the App may also be controlled by the Apple Media Services Terms and Conditions [<http://www.apple.com/legal/internet-services/itunes/>], which will apply instead of these terms where there are differences between the two.