

# API LICENSE

Last updated September 22, 2025

Thanks for using our application programming interfaces. These terms define the terms and conditions under which you're allowed to use our APIs and any related SDKs (defined below) and how we'll treat your account while you're utilizing any of them. If you have any questions about our terms, feel free to [contact us](#).

This API License is between you and Pitney Bowes Inc. ("we", "us", and "our"). This API License will only apply if the APIs and any related SDKs identified in your order form or registration work flow (the "Order") are not covered by one or more separate API Licenses. Your use of the APIs and related SDKs may also require one or more Statements of Work (each a "SOW").

The APIs provide access to a collection of Pitney Bowes services and solutions that allow you to include mailing, shipping, and other functionality as well as content from us (collectively, "Our Services and Solutions") in your websites, applications, business processes, and/or business workflows. As part of your use of the APIs, you may also use websites through which you may access ancillary services and supporting functionality (e.g., MyAccount, Transaction History, Postage MGT) (each a "Site"). These Sites are owned and operated by us or our vendors. You must comply with our [Terms of Use](#) for such Site(s), as such Terms of Use may be updated by us from time to time.

Additional product-specific terms applicable to certain of Our Services and Solutions and certain of the ancillary services on the Sites (collectively, "Product Terms") can be found at [www.pitneybowes.com/us/sendtech-terms/ondemand-subscription-services-product-terms.html](http://www.pitneybowes.com/us/sendtech-terms/ondemand-subscription-services-product-terms.html) and are incorporated into this API License.

## 1. Definitions.

1.1 "[API](#)" means a collection of routines, classes, function parameters, protocols, webhook and libraries at our API portal or that are made available to you under an Order.

1.2 "[API Documentation](#)" means the instructions, specifications, technical documentation, usage guidelines, and other documentation that is maintained at our API portal or is otherwise provided to you by us from time to time.

1.3 "[API Call Limits](#)" means call volume limits (such as the number, frequency, and rate of calls placed or volume of data transmitted through or to the APIs) described in the throttling policy of the API Documentation.

1.4 "End User" means an individual who is authorized to use Your Application(s) or Your Partner Application(s) under an end user license agreement with you or Your Partner and, if using our shipping rates, who also has an agreement with us for the use of our shipping rates.

1.5 "Intellectual Property" means all rights associated with patents and inventions; copyrights, mask works, and other works of authorship (including moral rights); sui generis database rights; trademarks, service marks, trade dress, trade names, logos, and other source identifiers; trade secrets; software and other works of authorship, databases, know-how, and data; and industrial designs.

1.6 "Our Content" means any content provided through the APIs (whether created by us or our third-party licenses), including mailing and shipping information.

1.7 "SDK" means all software (including programs, tools, sample code, templates, libraries, and interfaces), updates, information, data, files, documentation, and other materials, whether tangible or intangible, in whatever form or medium (including on-line tools), provided to you at any time, either by way of downloading from our API portal or otherwise provided to you, for integrating the APIs into Your Application(s).

1.8 "Your Application(s)" means the non-Pitney Bowes software application, website or device listed on the Order, SOW or other ordering document between you and us that uses the APIs and Our Services and Solutions to obtain and display Our Content.

1.9 "Your Partner Application(s)" means a software application, website or device of one of your partners that interfaces to Your Application(s) and displays Our Content according to the Order or other ordering document between you and us.

1.10 "Your Content" means any content that you provide in Your Application(s) or Your Partner Application(s), including data, images, video, or software. Your Content does not include Our Content.

## **2. Eligibility**

In order to use the APIs and SDKs, you must provide true, complete and up-to-date contact information for so long as you access the APIs and SDKs. You won't use the APIs in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse access to the APIs or close your account if you fail to comply with this API License.

## **3. Permitted Use**

3.1 API License. Subject to the terms and conditions of this API License and the payment of applicable fees, we grant you a non-exclusive, non-sublicensable (except as permitted in Section 3.6), non-transferable, non-assignable, license under our Intellectual Property rights during the term of this API License to access and use the

APIs to enable End Users to use Our Services and Solutions solely through Your Application(s) or Your Partner Application(s).

3.2 SDK License. Subject to the terms and conditions of this API License and the payment of applicable fees, we grant you a non-exclusive, non-sublicensable (except as permitted in Section 3.6), non-transferable, non-assignable, worldwide license under our Intellectual Property rights during the term of this API License to use the SDKs to integrate the APIs into Your Application(s) or Your Partner Application(s). Your use of the SDKs must comply with any documentation for the SDK that is provided to you at any time, either by way of downloading from our API portal or as otherwise provided to you.

3.3 Our Content License. Subject to the terms of this API License and the payment of applicable fees, we grant you a non-exclusive, non-sublicensable (except as permitted in Section 3.6), non-transferable, non-assignable, worldwide license under our Intellectual Property rights during the term of this API License to access, use and display (subject to applicable privacy laws and confidentiality obligations) Our Content in Your Application or Your Partner Application, as Our Content is provided in the APIs and in the manner permitted by this API License, the Order, the SOW or other ordering document between you and us.

3.4 Documentation License. Your use of the APIs must comply with the API Documentation. We may consent in writing to a modification to the API Documentation (such as API Call Limits), in which case such modification shall apply unless and until we revoke such consent in writing in our sole discretion. If there is any conflict between the API Documentation and this API License, this API License shall control.

3.5 On-premise License. Your use of Our Services and Solutions may also require the use of on-premises software in addition to the APIs and SDKs. For any on-premises software that we provide as part of Our Services and Solutions, we will grant you a limited, non-exclusive, non-transferable license to access and use the on-premises software during the term of your applicable subscription for Our Services and Solutions. The on-premises software is proprietary to us and our licensors and suppliers. You are licensed only to use the on-premises software with our APIs. We reserve all rights to the on-premises software not expressly granted in this API License.

3.6 Subcontractors. Except as expressly authorized under this API License or as we may consent in writing, you shall not disclose, provide, or grant use of the APIs, the SDKs, or the API Documentation to any person or entity other than to your employees or subcontractors or End Users, provided that such sub-contractors or End Users enter into an agreement with you at least as protective of our rights as this API License, and you hereby agree to be responsible for, and liable to us for, any breaches of this API License by your subcontractors, employees, and End Users.

3.7 Development Restrictions. Except as expressly authorized under this API License or as we may consent in writing, you shall not:

- (a) use the APIs for personal, family, or household purposes;
- (b) distribute or allow access to the APIs on a stand-alone basis or through any application other than Your Application(s) or Your Partner Application(s);
- (c) use or access (or permit End Users to use or access) any of Our Content or Our Services and Solutions through technology or means other than those provided by the APIs;
- (d) hide or mask from us the identity of Your Application(s) or Your Partner Application(s) as it uses the APIs, including by failing to follow any applicable identification conventions set out in the API Documentation;
- (e) attempt to create a substitute or similar service or solution to Our Services and Solutions through use of, or access to, the APIs or the SDKs;
- (f) use the APIs for any unauthorized or otherwise improper purposes, or in any manner which would violate this API License or the API Documentation, violate the rights of third parties, or violate any applicable laws, rules, or regulations;
- (g) display Your Content that falsely expresses or implies that Your Content is sponsored or endorsed by us;
- (h) access or use the APIs, SDKs, Our Content, our on-premises software, Our Services, and Solutions, or any other services accessed via our network for purposes of benchmarking or developing, marketing, selling, or distributing any product or service that competes with or includes functions and features substantially similar to our APIs our Services and Solutions;
- (i) remove any legal, copyright, trademark, or other proprietary rights notices contained in or on materials you receive or access pursuant to this API License, including but not limited to, the APIs, SDKs, and the API Documentation;
- (j) advertise the product or services of our competitors in Your Application(s), unless specified in the Order or other ordering document between you and us;
- (k) sell, lease, share, transfer, sublicense any of Our Content that you obtain through the APIs, directly or indirectly, to any third party, including any data broker, ad network, ad exchange, or other monetization-related party, unless specified in the Order or other ordering document between you and us;
- (l) attempt to exceed or circumvent limitations on access, calls, and use of the APIs or use the APIs in a manner that, as determined by us in our sole discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the API Documentation;

(m) use the APIs in conjunction with, or combine Our Content with, any application other than Your Application(s);

(n) create user accounts by automated means or under false or fraudulent pretenses to obtain multiple keys for the same URL on our API portal unless approved by us in writing;

(o) interfere with or disrupt Our Services and Solutions or servers or networks connected to Our Services and Solutions, or disobey any requirements, procedures, policies, or regulations of networks connected to Our Services and Solutions, or transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of the APIs; and

(p) copy, adapt, reformat, reverse-engineer, disassemble, decompile, download, translate, or otherwise modify the APIs, SDKs, Our Content, our on-premises software, Our Services, and Solutions, or any other services accessed via our network, through automated or other means.

**3.8 Use Policies.** By using the APIs, you agree to abide by the following use policies (“Use Policies”), in which you agree you will not (and will not permit your partners or End Users to):

(a) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(b) upload, post, transmit, or otherwise make available any (i) content that infringes any Intellectual Property rights of any party, unless you have the permission of the owner or other legal justification to use such Intellectual Property; (ii) messages that promote pyramid schemes, chain letters, or disruptive commercial messages or advertisements; and (iii) other content, message, or communication that is obscene, pornographic, abusive, or otherwise offensive, or prohibited by applicable law, rule or regulation, this API License or any API documentation;

(c) download any file posted by another that you know, or reasonably should know, cannot legally be distributed;

(d) impersonate another person or entity, or falsify or delete any author attributions or labels of the origin or source of Our Content, or other material;

(e) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the APIs, any of Our Services and Solutions, or Our Content or collect information about users of the APIs or SDKs unless authorized in the Order or other ordering document between you and us;

(f) provide instructional information about or promote illegal activities;

(g) promote physical harm or injury against any group or individual; or

(h) restrict, inhibit, or disrupt other users from using the APIs, SDKs, any of Our Services and Solutions, or any network equipment. Disruptions include, but are not limited to, denial of service attempts or use of the APIs to make unauthorized entry to any other device accessible via the network or the APIs.

**3.9 Technical Requirements.** Unless specified in the Order or other ordering document between you and us, you are solely responsible for: (i) development, implementation, and maintenance of any interoperability or interconnectivity between Your Applications(s) and Our Services and Solutions; and (ii) obtaining, configuring, and maintaining any hardware, network connectivity and third-party software or services required for you to access or use the APIs and SDKs, including computers, mobile devices, operating systems, web browsers and storage devices.

**3.10 Rate Limits.** We set and enforce limits on your use of the APIs, such as the API Call Limits, in our sole discretion. We may monitor your usage of the APIs and limit the number of calls or requests you make if we believe that your usage is in breach of this API License or may negatively affect us, other users, Our Services and Solutions, or otherwise impose liability on us.

**3.11 Compliance.** Your use of the APIs and SDKs is conditioned on compliance with the terms of this API License. We reserve the sole right and discretion to determine whether your or your End User's use of the APIs, SDKs, any of Our Services and Solutions or Our Content is in compliance with this API License. Failure to abide by the terms of this API License may result in immediate termination of your or your End User's access to the APIs, the SDKs, any of Our Services and Solutions, and the API documentation, in our sole discretion.

**3.12. Third-Party Carrier Compliance.** You agree that if you use Our Services and Solutions to print postage or send parcels with a third-party carrier, then you will ensure that the applicable terms and conditions of that utilized third-party carrier are followed and complied with ("Third-Party Carrier Compliance"). The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>. If the United States Postal Services ("USPS") is utilized to print postage or send parcels, Third-Party Carrier Compliance shall include all USPS regulations and the following terms and conditions.

(a) If you: (i) use Our Services and Solutions in a fraudulent or unlawful manner; (ii) fail to exercise sufficient control over Our Services and Solutions to prevent fraudulent or unlawful use; (iii) cause or allow Our Services and Solutions to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (iv) otherwise fail to abide by the provisions of postal regulations and these terms and conditions regarding care and use of Our Services and Solutions, then your access may be

cancelled. You acknowledge and agree that your access shall be closed and your ability to use Our Services and Solutions terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of Our Services and Solutions to fraudulently deprive the USPS of revenue, including, for example, the use of a label for which a request for postage refund has been submitted subsequent to the submission, can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. For the avoidance of doubt, we will support electronic postage refund requests to the extent, and only to the extent, permitted and provided for by the USPS, and any electronic request for postage refund not permitted and/or enabled by the USPS is otherwise ineligible for any refunds. The submission of a false, fictitious, or fraudulent statement or claim can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted us a license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (1) failure to comply with rules and regulations (2) submission of false or fictitious information, (3) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (4) use of the system for any illegal scheme or enterprise, (5) use of the system outside the customs territory of the United States, and (6) possession of a decertified system. We reserve the right to record and maintain your postage transaction records and make them available to the USPS or its agent when notified and required to do so.

(b) Postage Pricing Requirement. You acknowledge and agree that, to the extent you use shipping rates provided by us pursuant to our operative agreement with the USPS (“USPS Shipping Rates”), you will not offer or sell or allow any use of USPS Shipping Rates to or with any other entity or third party. You acknowledge and agree that, to the extent you use shipping rates provided by us pursuant to our operative agreement with the USPS, you will not offer, sell, or allow any use of USPS Shipping Rates below commercial published pricing as operative postage rates for USPS labels printed by you, End Users and/or on your platform.

(c) Data Requirement. You agree to keep your address and similar data required by the USPS up to date, including notifying us of your new address in case of a relocation, and you acknowledge that the data required may be changed by the USPS from time to time, and upon our written notice to you of said changes, you will comply with the USPS requirement by providing additional data as may be collected at the request of the USPS.

(d) Known Shipper Requirement. If you are a developer using Our Services and Solutions, you will comply with the USPS Known Shipper requirement by linking a unique transaction identifier to the requisite information required by the USPS as identified in the API Documentation. Such identifier and related data shall be expeditiously provided to the USPS or any other regulatory or administrative entity with

appropriate jurisdiction requesting such information. You will be solely responsible for compliance with applicable privacy laws concerning the disclosure of information related to the Known Shipper requirement, and you agree to inform End Users of the transaction identifier and its purpose.

(e) **Sufficient Records.** If you are a developer using Our Services and Solutions, you will maintain sufficient records so that USPS can identify the place from which each mail piece is sent, and sufficient records to advise USPS of this information if requested.

(f) **Return Labels.** USPS Return labels (“RL”) will be made available, with applicable fees, to those who opt in for the service. An RL is a USPS return label whose postage will not be charged or incurred until the label is used for shipment. In case of misuse of an RL, we reserve the right to pursue any remedies that may be available to us in law or equity, including but not limited to reporting any misuse of an RL to the USPS, and/or referring unpaid RL postage balance for collection to a collection agency.

**3.13 Delivery Guarantee.** To the extent Pitney Bowes Delivery Guarantee (“PB Delivery Guarantee”) is made available to you and you elect for services thereunder, you acknowledge that you have been provided with terms and conditions for PB Delivery Guarantee, which are currently set forth and available at <https://www.pitneybowes.com/content/pb/us/en/license-terms-of-use/shipping-and-mailing-api/addendum-delivery-guarantee-to-shipping-api.html>, and which may be changed from time to time with reasonable notice to you. You further acknowledge and agree that you will comply with said terms and conditions for PB Delivery Guarantee.

#### **4. Licenses from you to us.**

**4.1 Your Content License.** We claim no ownership over Your Content, and you retain copyright and any other intellectual Property rights that you already hold in Your Content. By submitting, posting, or displaying Your Content through the APIs, you give us a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute Your Content through the APIs solely for: (i) enabling us to provide you with the APIs and Our Services and Solutions; (ii) using data derived from you, your partners or End Users’ use of the APIs and Our Services and Solutions for the limited purposes of performing analytics on the APIs’ performance, or for the purpose of improving or enhancing the APIs, Our Services and Solutions or other products or services offered by us to our customers; and (iii) using, without limitation, any anonymized or aggregated data that does not identify you, your partners or any user of the API.

**4.2 Marketing License.** You grant to us a worldwide, royalty-free, and non-exclusive license during the term of this API License to use your name and trademarks and Your Content to publicize or advertise that you are using the APIs and Our Services and Solutions (for example, by using your trademarks in presentations, marketing materials, customer lists, financial reports and website listings (including links to your website), or

by creating marketing or advertising materials that show screenshots of the APIs and Our Services and Solutions in which Your Content is featured).

4.3 Feedback. You assign to us all rights, titles, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your (or your partners) use of the APIs, SDKs, and Our Services and Solutions.

4.4 Authority to Grant Licenses. You represent and warrant to us that you have all the rights, power, and authority necessary to grant the above licenses and assignments. You represent and warrant that you maintain and will continue to maintain any certifications, licenses, and other authorizations necessary for your access and use of the APIs. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is legally compelled by any governmental or judicial entity pursuant to proceedings over which such entity has jurisdiction, or is required under any applicable law, provided that, to the extent permissible, the Receiving Party first gives the Disclosing Party reasonable notice of such requirement and provides reasonable cooperation to the Disclosing Party, at the sole cost and expense of the Disclosing Party, in its efforts to lawfully limit disclosure.

## **5. Term and Termination; Suspension**

5.1 Unless terminated under another provision of this API License, the term of this API License begins on the effective date of the Order or other ordering document between you and us for each API and will remain in effect for the duration of such Order or other ordering document. Each Order or other ordering document between you and us will be effective as of the date in such Order or other ordering document between you and us and will remain in effect until its expiration or until your account is closed.

5.2 Unless the [Product Terms](#) state otherwise, you may terminate your account at any time and for any reason by giving thirty days written notice to us.

5.3 We may at any time without notice: (i) refuse to accept or fulfill your Orders or any part of any Orders for use of the APIs; or (ii) move, suspend, or terminate all or any part of your access to the APIs or terminate your account.

5.4 We reserve the right to terminate this API License immediately if you breach Sections 2, 3, 6, or 13 of this API License.

5.5 Once your use of an API is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) your access to the API will continue through the current billing period (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this API License, in which case your access will be immediately revoked and (iii) you must delete any API Documentation from the

computers on which it was installed. You won't be entitled to a refund from us under any circumstances.

5.6 Termination of this API License will be in addition to, and not in lieu of, any other legal or equitable remedies available to us.

## **6. End User Terms and Privacy Policy.**

6.1 End User Terms. If you develop Your Application(s) for use by other users (including Your Partner Application(s)), you shall enter into a valid and binding license agreement with your partners and all End Users that contains all of the restrictions on the use of the APIs, the SDKs, Third-Party Carrier Compliance, API Documentation, Our Services and Solutions and Our Content as those contained in this API License (the "EULA"). The EULA shall:

(a) be at least as restrictive on use and protective of the ownership rights of us and our third-party licensors regarding the APIs, the SDKs, Third-Party Carrier Compliance, API Documentation, Our Services and Solutions, and Our Content as those set forth in this API License;

(b) include disclaimers of warranty and limitation of liability on the part of us and our third-party suppliers as those contained in this API License;

(c) display to the End Users a privacy policy (as set forth in Section 6.2 below) and the Use Policies set forth in Section 3.8 above;

(d) explicitly state that, by using Your Application or Your Partner Application (as applicable), End Users are agreeing to be bound by the Use Policies; and

(e) protect the privacy and legal rights of those End Users.

6.2 Your Privacy Policy. You must make publicly available, and must abide by, an appropriate privacy policy in Your Application or Your Partner's Application (as applicable). In particular, if Your Application or Your Partner Application (as applicable) enables you or any party to gain access to information about users of the APIs, Our Services and Solutions, or Our Content, including but not limited to personally identifiable information (such as usernames) or non-personally identifiable usage information (such as location), the privacy policy must describe the use and retention of this information.

6.3 Cookies. Per our Privacy Statement, our API portal may store and access cookies and other information on end Users' devices. If any use of the APIs in Your Application or Your Partner Application uses cookies, then to the extent required by applicable law, you and your partners must provide End Users with clear and comprehensive information about, and obtain the End Users' consent to, the use of such cookies.

**6.4 Preventing Unauthorized Use.** You must use all reasonable efforts to (i) prevent unauthorized use of the APIs, Our Services and Solutions, and Our Content; and (ii) terminate any such unauthorized use.

**6.5 Responsibility for Breaches.** You are solely responsible for (and we have no responsibility to you or to any third party for) any breach of your obligations under this API License and for the consequences of any such breach (including any loss or damage that we may suffer) caused by you, your partners or End Users.

## **7. Changes.**

We may change the APIs, the SDKs, and API Documentation from time to time, and if such changes are material, we will notify you pursuant to Section 25. If you do not wish to continue using the modified API, SDK and/or API Documentation, you may terminate your use of the APIs, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this API License and the fees charged for using the APIs by posting revised terms and/or fees on the Sites and/or by sending an email to you pursuant to Section 25; provided, however, that if the Order or other ordering document between you and us includes the lease of equipment, no change to the fees will be effective prior to the end of the term of the lease of such equipment. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the APIs, the SDKs, and API Documentation after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the APIs affected immediately.

## **8. Account and Password.**

By registering for use of, and access to, the APIs and SDKs, you may be prompted to establish certain passwords and provide other access information (such as keys) to enable you to use the APIs, SDKs, and/or access the API portal to manage your account. You represent that you have all necessary authority to establish an account with us on behalf of your business. The account name, password, and access information are confidential information and should be used solely by you to access and manage your account and to access and use the APIs, the SDKs, the API Documentation, Our Services and Solutions, and Our Content. You are responsible for keeping your account name, password, and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords or unauthorized use of your account.

## **9. 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.

## **10. Fees; Payment Terms.**

10.1 You will pay the fees for the use of the APIs which are posted on the Sites or described in an Order or other ordering document between you and us, and those fees may be changed from time to time unless specified as a condition of the API or a condition of the Order or other ordering document between you and us. If an Order or other ordering document between you and us does not specify fees, you may access the APIs at no charge. These fees do not include: (i) any applicable sales, use, or other taxes, which will be separately identified on your invoice; (ii) fees for the ancillary services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this API License, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or other ordering document between you and us, for API usage that is billed in advance, you will be billed 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 use of the APIs exceeds any capacity limitations set forth in the applicable Order or otherwise requires payment of additional fees (e.g. fees charged as a result of exceeding API Call Limits), you agree that we can and will charge you for such additional usage in the manner provided in Section 10.2.

10.2 We will automatically charge your payment source the cost for using the APIs. Please note that we may receive updated billing information regarding your credit card account or other payment source, and you consent to receiving such updates.

## **10.3 Mailing and Shipping Transactions.**

You will be responsible for paying any and all charges for carrier services and postage. You are responsible for all charges for postage or for the sending of parcels through the Services and all fees for the use of the Service will be charged to the payment method of your choosing. Additionally, it is your responsibility to void any unused labels and your failure to do so does not affect your obligation to pay such charges. If you use a shipping service provided by us or a partner of ours, and it is determined that a mailing or shipping transaction did not contain sufficient postage, we may automatically deduct the amount for the unpaid or short-paid transaction from the source (including but not limited to Reserve Account, credit card, ACH, or Purchase Power) tied to your Account. You will be able to review these adjustments in your Account history and reports. If one or more of these payments cannot be collected from your account due to a lack of available funds, you may be charged a surcharge and your account may be suspended. You will be notified that your service has been temporarily suspended until all overdue balances have been paid. We reserve the right to retain the services of a collection agency to recover the amount due for the outstanding payment.

## **11. Personal Information.**

If we collect or store individually identifiable personal information through any use of the APIs, then we will comply with our [Privacy Statement](#) as it may be updated by us from time to time.

## **12. Proprietary Rights.**

12.1 We (and our licensors) own all rights, titles, and interest in and to the APIs, the SDKs, Our Services and Solutions, and Our Content (including all modifications, updates, enhancements, and derivative works) and, subject to the foregoing, you (and your licensors) own all rights, title, and interest in and to Your Application and Your Content. Except to the extent expressly provided in this API License, neither party grants, and the other party shall not acquire, any right, title, or interest (including, without limitation, any implied license) in or to any property of the first party. All rights not expressly granted herein are deemed withheld.

12.2 Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our Intellectual Property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this API License grants any right to use, any trademark displayed on the Site(s) without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this API License, you will not use any copyrighted work displayed on the Site(s) or any of our other Intellectual Property without our prior written consent.

## **13. Confidentiality.**

13.1 “Confidential Information” as used in this API License will mean all confidential and/or proprietary knowledge or information owned or possessed by either you or us (“Disclosing Party”) that is disclosed to the other party (“Receiving Party”) or to which the Receiving Party gains access in connection with this API License (“Confidential Information”), including, without limitation, each party’s: (i) customer and prospect lists; (ii) pricing proposals, financial and other business information; (iii) research and development information, technology, specifications, product requirements, processes, analytical methods and procedures, techniques and designs; (iv) business practices, know-how, marketing or business plans; and (v) any other information identified in writing as confidential. Our Confidential Information shall include the APIs and SDKs (including, without limitation, all improvements, derivatives, modifications, and the like), the API Documentation, Our Content, any login credentials (such as, but not limited to, username, password, and keys, as outlined in the API Documentation), the Orders and any ordering document between you and us.

13.2 All Confidential Information furnished to the Receiving Party is the sole and exclusive property of the Disclosing Party. The Receiving Party will hold in confidence all Confidential Information that is disclosed to the Receiving Party by the Disclosing

Party, whether such Confidential Information is specifically identified as confidential, until one of the conditions in Section 13.4(i)-(iv) has occurred. Each party agrees that it will (i) except to the extent expressly allowed in this API License, not use any Confidential Information of the Disclosing Party; (ii) take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, but no less than the measures it uses to maintain the confidentiality of its own information of similar importance; and (iii) not disclose any Confidential Information of the Disclosing Party to any third party (except subcontractors, subject to the conditions stated in Section 3.6). Any employee or subcontractor given access to the Confidential Information must have a legitimate “need to know.”

13.3 Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is legally compelled by any governmental or judicial entity pursuant to proceedings over which such entity has jurisdiction, or is required under any applicable law, provided that, to the extent permissible, the Receiving Party first gives the Disclosing Party reasonable notice of such requirement and provides reasonable cooperation to the Disclosing Party, at the sole cost and expense of the Disclosing Party, in its efforts to lawfully limit disclosure.

13.4 These confidentiality obligations will not apply to information that: (i) was known to the Receiving Party free of any confidentiality obligation prior to disclosure by the Disclosing Party; (ii) is or becomes generally known to the public or is obtainable from public sources other than as a result of an act or omission of the Receiving Party; (iii) is independently developed by or on behalf of the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or (iv) has been supplied to the Receiving Party after the time of receipt without restriction by a third party who, to the knowledge of the Receiving Party, is under no obligation to the Disclosing Party to maintain such information in confidence.

13.5 Notwithstanding Section 22.3, if either party should breach or threaten to breach any of these confidentiality provisions, the non-breaching party, in addition to any other remedies it may have at law or in equity, will be entitled to seek a restraining order, injunction, or other similar remedy in order to specifically enforce such provisions.

## **14. Support.**

14.1 You agree to report to us any errors or difficulties discovered with the APIs or SDKs and the characteristic conditions and symptoms of such errors and difficulties. Unless specified in an Order or a SOW, we are in no way obligated to provide you with any error correction or support, but may provide whatever error correction and/or support services we may determine in our sole discretion (and anything we provide in connection therewith will be deemed part of the APIs and SDKs).

## **15. LIMITATION OF LIABILITY.**

15.1 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 APIs AND THE SDKs 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 APIs OR THE SDKs IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US FOR USE OF THE APIs OR THE SDKs FOR THE PREVIOUS BILLING PERIOD (PROVIDED THAT, IF NO AMOUNTS HAVE BEEN PAID, SUCH AMOUNT SHALL BE FIVE HUNDRED DOLLARS (US\$500.00)).

15.2 WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, 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, OR FOR ANY CLAIM BY ANY OTHER PARTY.

## **16. Indemnity.**

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN ANY WAY FROM YOUR USE OF THE APIs, THE SDKs, YOUR APPLICATION (s), YOUR PARTNER APPLICATION(s) OR RELATED TO ANY BREACH OF THIS API LICENSE BY YOU OR ANY USER (INCLUDING END USERS). WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. YOU WILL NOT AGREE TO ANY SETTLEMENT WHICH REQUIRES ACKNOWLEDGEMENT OF FAULT OR AN INCURRED LIABILITY ON US WITHOUT OUR PRIOR WRITTEN CONSENT. THIS SECTION 16 WILL SURVIVE ANY TERMINATION OF THIS API LICENSE OR AN ORDER INDEFINITELY.

## **17. Acknowledgment.**

You acknowledge and agree that:

1. Unused API calls will not roll over or otherwise accumulate;
2. In the event you exceed any API Call Limits or other limits on the usage of the APIs, including those described in the API Documentation, that additional charges may apply, and you agree to pay such charges;
3. The availability of our Services and Solutions and the APIs may be subject to limitations and restrictions by parties, including our licensors, vendors, and suppliers;

4. We will pass through to you any third-party call volume limits, rate limits, throttling, or other restrictions imposed by such third parties, including our licensors, vendors, and suppliers ("Third-Party Limits");
5. Any Third-Party Limits are not a breach of this API License or any service or availability commitments, if any; and
6. We will not be liable to you or any other person as a result of any Third-Party Limits nor as a result of any throttling or rate limiting we impose if we deem it necessary to protect the integrity or operation of (including to prevent fraud or other harm) to any of the APIs, API Portal, Our Content, and Our Services and Solutions.

## **18. Warranty Disclaimers.**

18.1 YOUR ACCESS TO AND USE OF THE APIs, THE SDKs, THE API PORTAL, OUR SERVICES AND SOLUTIONS, AND THE SITE(S) MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING THIRD-PARTY LIMITS, MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

18.2 EXCEPT AS EXPRESSLY STATED IN ANY SPECIFIC PRODUCT TERMS, TO THE MAXIMUM EXTENT PERMITTED BYLAW, THE APIs, THE SDKs, THE API PORTAL, OUR CONTENT, OUR SERVICES AND SOLUTIONS AND THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE APIs, THE SDKs, THE API PORTAL, OUR CONTENT, OUR SERVICES, AND SOLUTIONS OR THE SITES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

18.3 THE PARTIES ACKNOWLEDGE THAT THE APIs, THE SDKs, THE API PORTAL, OUR CONTENT, OUR SERVICES AND SOLUTIONS, AND THE SITES ARE NOT INTENDED TO BE USED IN HIGH-RISK APPLICATIONS, SUCH AS WEAPON CONTROL OR EMERGENCY CALL ROUTING SERVICES. YOU AGREE TO USE THE APIs ONLY FOR BUSINESS OR COMMERCIAL PURPOSES, AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES. WE HAVE NO LIABILITY TO YOU OR ANY END USERS FOR RELIANCE ON THE CONTENT.

## **19. Third-Party Sites and Data.**

The API portal, Sites, and this API License 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.

## **20. Compliance with Laws.**

Each party will comply with all applicable federal, state, and local laws, rules, and regulations, including export regulations and privacy laws. You will be solely responsible for Your Content and any other content submitted to us in connection with your access to, and use of, the APIs and SDKs and you will comply with all laws, rules, and regulations relating to the use, disclosure, and transmission of Your Content and such other content.

## **21. Assignments.**

You may not assign any of your rights under this API License to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion.

## **22. Choice of Law; Arbitration; Waiver of Jury Trial; Severability.**

22.1 This API License will be governed by the laws of the State of Delaware without regard to its principles of conflict of laws.

22.2 If we file an action against you claiming you breached this API License and we prevail, we will be entitled to recover reasonable attorneys' fees.

22.3 ANY CLAIM OR CAUSE OF ACTION UNDER THIS API LICENSE THAT YOU DON'T PRESENT WITHIN 1 YEAR FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. EXCEPT AS SET FORTH IN SECTION 13.5, ANY DISPUTE BETWEEN US WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT. Neither party 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 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.

22.4 The invalidity or unenforceability of any portion of this API License shall not affect the validity or enforceability of any other portion of this API License.

22.5 This Section 22 will survive any termination of this API License, an Order, or other ordering document between you and us indefinitely.

## **23. Survival.**

Sections 1, 4, 9-13, and 15-27 (and any accrued rights to payment) shall survive termination of this API License.

#### **24. Force Majeure.**

Except for a party's payment obligations, neither you nor we will be responsible for any delay or failure in performance of any part of this API License resulting from causes beyond your or our control, respectively.

#### **25. Notices.**

Notices under this API License will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this API License, when delivered to us by email to [legalnotices@pb.com](mailto:legalnotices@pb.com) or by overnight courier to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under "how to create a case").

#### **26. Independent Contractor.**

Nothing contained in this API License will be construed to constitute either party as a partner, joint venturer, co-owner, employee, or agent of the other party, and neither party will hold itself out as such.

#### **27. Miscellaneous.**

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. Each party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this API License, including our right to verify your compliance with this API License, any Orders or other ordering document between you and us at all locations which you access the APIs. If we don't immediately take action on a violation of this API License, we're not giving up any rights under this API License, and we may still take action at a later point.

#### **28. Entire Agreement.**

This API License makes up our entire agreement and supersedes all prior agreements, representations, and understandings relating to this subject matter relating to this API License.

