

**PB Shipping APIs Merchant Terms and Conditions**

Thank you for choosing PB Shipping APIs, an integrated online API tool that provides a full suite of mailing and shipping solutions (the “Services” or “Site”) for letters and parcels sent through domestic carriers, including the United States Postal Service (“USPS”). PB Shipping APIs are owned and operated by Pitney Bowes Inc. (“PBI”, “we” or “us”). These terms and conditions comprise an agreement entered into by you (“you” or “Merchant” or “Client”) and PBI for your access to and use of PB Shipping APIs. Please carefully read these terms and conditions (the “Terms and Conditions”) and our [Privacy Statement](#) and [Acceptable Use Policy](#) (collectively, the “Agreement”), which are incorporated herein in their entireties. By accessing and using the Services or registering for a PB Shipping APIs Merchant account, you are agreeing to the terms of the Agreement.

These Terms and Conditions govern your use of the Services and our treatment of your registered Merchant account. If you have any technical questions or any issues arise with your use of the Services, please contact your shipping platform provider. If you have any questions about your PB Shipping APIs billing account or payments, you can contact us at [PaymentsAPISupport@pb.com](mailto:PaymentsAPISupport@pb.com).

**1. Eligibility.**

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

**2. Grant of Rights; Restrictions and Limitations.**

Subject to your compliance with the Terms and Conditions herein, we grant you a limited, non-exclusive, non-transferable license to access and use the Services for the Term as set forth in Section 3. We retain and reserve all rights to the Services not expressly granted to you in these Terms and Conditions. Your access to and use of the Services may be interrupted from time to time to accommodate system repair, downtime, maintenance, updates, and/or other system integration actions that we elect to take. You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes. You further agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include, but are not limited to, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. In addition, you will not reverse engineer, decompile or disassemble the Services. The occurrence of any of the foregoing will be deemed a material breach and we may immediately terminate your access to PB Shipping APIs.

**3. Term and Termination**

The Term begins upon your confirmed registration of a Merchant account with PB Shipping APIs and continues until your account is closed. You or we may terminate your account at any time and for any reason by giving notice to the other (electronic notifications being sufficient) and we may suspend some or all of the Services to you at any time, with or without cause. Once terminated, we may permanently delete your account and all the data associated with it.

**4. Changes**

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

thereafter. If you do not wish to agree to the updated Terms and Conditions or fees, you must stop using the Service immediately. Your access and/or use of PB Shipping APIs subsequent to the effective date of any updated Terms and Conditions and fees constitute your agreement thereto.

**5. Postage Account; Merchant Portal Access**

You will be prompted to establish password(s) and provide other access information to enable you to use the Services, including an account to access your Merchant portal and/or an account to finance and track your postage funds, activities, balances, and/or other handling and service fees as may be applicable (“Postage Account”). Upon your confirmed registration of an account on PB Shipping APIs Merchant portal, a Postage Account will be established for you. You may finance your Postage Account with financing options indicated as available on the Merchant portal, which may change from time to time, with or without notice to you. If you elect to use any PBI postage financing product, including for example those offered and made available by The Pitney Bowes Bank, Inc. (“PB Bank”), we will advance postage payments on your behalf to the USPS, subject to repayment by you under the terms of the postage financing product and billed separately by the affiliated lender providing the postage financing product. Upon termination of your PB Shipping APIs account, any remaining funds in your Postage Account will be refunded to you in a manner to be agreed upon by you and PBI.

Your PBI Shipping APIs account name, password and/or access information is confidential information and should be used solely by you to access your account and use the Services. 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. We are not responsible for any losses due to stolen or hacked passwords.

**6. Account Disputes**

You will not request access to or receive information about an account that is not yours. PBI determines 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 to determine account ownership. We do not serve as an intermediary to settle or negotiate with disparate parties regarding disputes over who owns an account.

**7. Fees; Payment Terms, Trial Period**

Fees, including subscription fees, for use of the Services may be posted on the Site and/or indicated to you during merchant onboarding, and are subject to change, from time to time, with or without notice to you. These fees do not include: (i) any applicable sales, use or other taxes, which will be invoiced or charged 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 USPS. After any applicable trial period described below, your subscription for the use of the Services will be billed monthly in advance with the first payment due immediately after the trial period ends and with each subsequent payment due on the due date specified in the invoice for the payment. If you terminate under Section 3 above, your access to the Services will continue through the period for which you have paid in advance. If we terminate your account, then we will continue to provide the Services to you through the period for which you have paid in advance, unless you have failed to comply with these Terms and Conditions, in which case your access will be immediately revoked. You will not be entitled to a refund of fees from us under any circumstances.

**YOUR SUBSCRIPTION INCLUDES AN INITIAL FREE 30-DAY TRIAL PERIOD AND IF YOU DO NOT WISH TO CONTINUE YOUR SUBSCRIPTION AT THE END OF THE TRIAL PERIOD, YOU MUST CANCEL YOUR SUBSCRIPTION BEFORE THE LAST DAY OF THE TRIAL PERIOD TO AVOID BEING BILLED FOR THE FOLLOWING MONTH OF THE SUBSCRIPTION ONCE THE TRIAL PERIOD ENDS. YOUR SUBSCRIPTION WILL BE ON AUTO RENEWAL UNLESS YOU CANCEL OR NOTIFY US OTHERWISE. YOUR ACCOUNT MAYBE CANCELLED IF YOU DO NOT USE IT FOR A CONSECUTIVE**

**TWELVE MONTH PERIOD.**

You will be responsible for paying any and all charges for postage. All charges by the USPS 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.

Mailing & Shipping Adjustment Transactions. If you use a shipping service provided by PBI or a partner of PBI, and it is determined that a mailing or shipping transaction did not contain sufficient postage, PBI may automatically deduct the amount for the unpaid or short-paid transaction from your Postage Account. You will be able to review these adjustments in your Postage 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. PBI reserves the right to retain the services of a collection agency to recover the amount due for outstanding payments.

**8. USPS Regulations**

If you use the Services to print postage or send parcels with the USPS, you must comply with all USPS regulations applicable to the use of the Services. If you: (a) use your account in a fraudulent or unlawful manner; (b) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (c) cause or allow the account 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 (d) otherwise fail to abide by the provisions of postal regulations and these Terms and Conditions 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 Services terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Services 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. 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. As a user of the Services, you must understand and acknowledge that authorization to use the Services is granted by the USPS. You accept responsibility for control and use of the Services and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations (ii) submission of false or fictitious information, (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (iv) use of the system for any illegal scheme or enterprise, (v) use of the system outside the customs territory of the United States, and (vi) 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.

**9. Delivery Guarantee.** PBI offers Delivery Guarantee (“Delivery Guarantee”), a labeling service with guaranteed delivery for parcel shipment and processing within the United States originating from facilities agreed upon and identified to participating Merchants. If you are a Merchant who participates in, makes use of or accesses Delivery Guarantee, you are subject to the following set of terms and conditions (“Delivery Guarantee Terms and Conditions”). The meaning set forth in this Section 9 for the term “Parcel(s)” will only be applicable to Delivery Guarantee.

**SECTION 9.1. SCOPE OF SERVICES**

- 9.1.1 Each individual package tendered by Client for shipment (“Parcel(s)”) will originate from one of Client’s facilities (“Facility(ies)”) and will be shipped by a third party vendor subcontracted by PBI (“Service Provider”) in accordance with transportation method(s) (“Transportation Method”) agreed upon by Client and PBI in writing (email being sufficient) to a destination set forth in a PBI compliant shipping label. A Parcel is deemed tendered to the Service Provider after Client has placed a PBI compliant shipping label on the Parcel and the Service Provider has taken physical custody of the Parcel as demonstrated by the scanning of such label following handover of the Parcel from Client (“Tender”).
- 9.1.2 Conflict. For provisions directly relating to Delivery Guarantee, any conflict between Delivery Guarantee Terms and Conditions and PB Shipping APIs Merchant Terms and Conditions, including any related agreements or amendments for access to or use of PB Shipping APIs (collectively, the “API Agreement”) will be settled in favor of Delivery Guarantee Terms and Conditions. Any other conflict will be settled in favor of the API Agreement. Where applicable, you agree that you will only make Transportation Methods available to your customers and, with respect to the services under Delivery Guarantee, you will only tender Parcels to a Service Provider with shipping labels that correspond to the Transportation Methods. To the extent You have another contract with us, that individual contract shall control with respect to the services provided under that separate agreement.

**SECTION 9.2. RATES AND REQUIREMENTS**

- 9.2.1 Domestic Rates. PBI will process Parcels based on the Rates you are required to pay for parcels shipped under the agreed upon Transportation Method(s) as made available to you as part of the services provided to you through PBI Shipping APIs. You acknowledge that PBI may update Rates from time to time with reasonable notice to You (email or other electronic notification means being sufficient). Rates are exclusive of fuel or other surcharges, and any surcharges levied against PBI by a Service Provider may be passed through to Client, as applicable. Rates are also dependent upon charges provided to PBI by the Service Provider, and PBI may adjust the Rates upon thirty (30) business days’ written notice to Client in the event that a given Service Provider adjusts its charges to PBI. Client may not resell, sublicense or otherwise reuse the Rates, or allow the Rates to be used by another party or from any destination other than a Facility.
- 9.2.2 Maximum Size and Weight Limits. Client will ensure that Parcels shipped are properly packaged and meet the acceptance requirements of the Service Provider as applicable for a given Transportation Method.
- 9.2.3 Emergency Situations. PBI may assess temporary surcharges to recover costs associated with emergency situations that could not be reasonably anticipated at the time of execution of this Agreement. Temporary surcharges will be in addition to the Rates paid by Client. PBI will provide five (5) days’ written notice (either via email or other electronic notification means) of any emergency situations requiring a surcharge.

**SECTION 9.3. DELAYED SHIPMENTS AND GUARANTEED DELIVERY**

- 9.3.1 Delivery Date. For Parcels tendered to a Service Provider by a daily cut-off time published by the Service Provider in the time zone of the relevant Facility (“Guaranteed Parcels”), and based on transaction data associated with shipment of each Parcel provided to PBI by Client, PBI will use

commercially reasonable efforts to cause the Service Provider to deliver said Parcels within three business days after a Guaranteed Parcel is Tendered to the Service Provider (“Delivery Date”).

9.3.2 Delivery Guarantee. PBI will, upon Client’s request and subject to the restrictions below, provide a refund of the Rate paid for Guaranteed Parcels that do not arrive at a consignee’s address by the Delivery Date (“Guarantee”) subject to the following conditions.

- (a) The Guarantee only applies to Guaranteed Parcels that Client tenders to a Service Provider with a label generated through PB Shipping APIs for the Transportation Method selected and sent to destinations within the Scope of Services set forth in Section 9.1.1.
- (b) In the case of multiple Guaranteed Parcels shipped in a single shipment, each such Parcel may have its own applicable Guarantee. If a late delivery occurs for a number of Parcels fewer than that of the entire shipment, the refund will only be applicable to the Guaranteed Parcel(s) with late delivery as opposed to the entire shipment.
- (c) The Guarantee is exclusive of all other items, including, without limitation, fines, taxes or other charges or amounts (such as any fuel surcharge component), and transportation charges resulting from returned shipments.
- (d) Client must notify PBI of any claim for late or failed delivery, in writing to [PBDClaims@pb.com](mailto:PBDClaims@pb.com), within fourteen (14) days of the Tender date and provide PBI with the shipment identification number, the date of shipment, and complete consignee information. Within sixty (60) days after Client so notifies PBI, PBI shall either:
  - (i) Provide Client with a refund, via for example, a credit in a postage account;
  - (ii) Provide Client with information explaining the reason that the Parcel is not eligible for the Guarantee under the applicable limitations or exclusions; or
  - (iii) Provide Client with evidence of timely delivery.
- (e) The Guarantee will not apply where late delivery or failure to deliver is due to circumstances beyond PBI’s or a Service Provider’s control including, but not limited to, inaccurate or incomplete shipment information, delivery instructions or information, or force majeure events described in Section 9.9.1.
- (f) The Guarantee does not apply to (i) any Parcel that contains Unacceptable Goods (as defined in Section 9.6.2) or (ii) any Parcel that does not meet restrictions on, among other criteria, size, weight, commodity or value identified by PBI or Service Provider or (iii) any parcel that is deemed a nonmachinable shipment as defined in Section 7.7 of the Mailing Standard of the United States Postal Service Domestic mail Manual.
- (g) Holiday Period Guarantee. During the period between Thanksgiving Day and Christmas Day, PBI will provide a refund only if a Guaranteed Parcel does not arrive at a consignee’s address within one business day following the Delivery Date.
- (h) PBI reserves the right to refuse any claim for a refund if the claim is made by, or based on information obtained by, a party other than the Client.
- (i) Delivery Guarantees are not available to parcel shipments to and from locations outside of the 48 contiguous states or to and from APO, DPO, or FPO zip codes.
- (j) Delivery Guarantee is not available for Priority Mail Open and Distribute (PMOD) or Priority Mail Express Open and Distribute (PMEOD) shipments.

**SECTION 9.4. PAYMENT AND FINANCING OPTIONS**

9.4.1 Client may finance payments of postage Rates, by using a credit card or financing options offered by

The Pitney Bowes Bank Inc., including for example, Reserve Account, Purchase Power, or any other line of credit financing products, subject to applicable terms and conditions thereof.

9.4.2 Client is subject to supplemental billing or credit for data entry errors on PBI waybills.

9.4.3 **Direct Debits.** If you have indicated in your Pitney Bowes Shipping API Merchant portal account that you have authorized Pitney Bowes to automatically initiate a debit from your account held by a third party financial institution (“Financial Account”) that you designated on the ACH set up page in your portal account (each, a “Direct Debit”), or if necessary, for Pitney Bowes to electronically credit the Financial Account to correct erroneous debits, the terms set forth in <https://www.pitneybowes.com/us/license-terms-of-use/direct-debit-terms-and-conditions.html> (the “Direct Debit Terms and Conditions”), which are incorporated into these Merchant Terms and Conditions and made a part hereof, will govern debit transfers from your Financial Account to your Postage Account as authorized by you through the portal. The Direct Debit Terms and Conditions include without limitation the following terms:

- (a) We may terminate or suspend your ability to fund your Postage Account with Direct Debits at any time and for any reason.
- (b) You acknowledge and agree that (i) each Direct Debit will be transmitted through the Automated Clearing House (ACH); and (ii) your rights and obligations concerning a Direct Debit will be governed by, and construed in accordance with, the operating rules and guidelines of the National Automated Clearing House Association or any other regional ACH used to process payments (“NACHA Rules”), as such rules are in effect from time to time.
- (c) You represent and warrant that (1) you agree to comply with the NACHA Rules as applicable; (2) all the information you provided on the ACH Set Up Page is true, complete and accurate; (3) the Financial Account that you designated on the ACH set up page was established in the United States primarily for a business or commercial purpose and not for personal, family or household purposes; (4) the Direct Debits authorized by you are solely to pay for postage costs and do not violate or would cause you or Pitney Bowes to be in violation of any laws of the United States, including, without limitation, the sanctions, laws, regulations and orders administered by OFAC, FinCEN and any state laws, regulations or orders; and (5) you will not initiate a chargeback or other request to reverse or return of a Direct Debit with your financial institution except in the case of our mistake or default under these Terms.
- (d) Funds debited from your Financial Account will typically become available in your Postage Account within 3-5 business days. The availability of funds in your Postage Account may be delayed for reasons described in the Direct Debit Terms and Conditions. During a delay, where funds may not be available in your Postage Account, you may not be able to use your Postage Account for postage costs.
- (e) Any insufficiency of available funds in your Financial Account with respect to a Direct Debit may result in the delayed funding or non-funding of your Postage Account. We are not responsible for such delays or non-funding or for any related fees assessed by your financial institution or other third-party, including but not limited to late payment fees or bank fees charged for insufficient funds. If a Direct Debit transaction is returned or unpaid, we will assess a return fee of \$50.00. We will attempt to re-present the returned or rejected Direct Debit to your Financial Account up to two (2) additional times. You agree to reimburse us immediately within two days for any losses arising directly or indirectly from any returned or rejected Direct Debit and will pay us any fee applicable to such returned or rejected Direct

Debit.

- (f) You may revoke your authorization for Pitney Bowes to automatically process Direct Debits by using the process set forth in the Direct Debit Terms and Conditions.
- (g) PITNEY BOWES IS NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES AND PERSONAL INJURIES THAT YOU MAY SUFFER IN CONNECTION WITH YOUR USE OF THE DIRECT DEBIT SERVICE OR ANY DIRECT DEBIT TRANSACTION, INCLUDING ANY FAILURE OR DELAY IN FUNDING YOUR POSTAGE ACCOUNT, EXCEPT TO THE EXTENT OF OUR MISTAKE OR OTHER DEFAULT UNDER THESE TERMS, AND IN SUCH CASE ONLY TO THE EXTENT OF THE AMOUNT OF THE IMPROPERLY OR FAILED DIRECT DEBIT.

### **SECTION 9.5. TERM AND TERMINATION**

9.5.1 You may terminate your participation in Delivery Guarantee any time by sending an email termination notice to [PBDCIaims@pb.com](mailto:PBDCIaims@pb.com). PBI may terminate this service at any time and for any reason upon reasonable notice to you (electronic means being sufficient). Unless terminated earlier, the term of the Delivery Guarantee is co-terminous with that of your PB Shipping APIs Merchant account as set forth in Section 3 (Term and Termination) herein.

### **SECTION 9.6. DELIVERIES AND UNDELIVERABLES**

- 9.6.1 Delivery Address. Parcels will be delivered to the consignee address provided by Client but not necessarily to the consignee personally. Shipments to addresses with a central receiving area will be delivered to that area. Client authorizes shipments to be left without signature where Service Provider deems safe at the discretion of Service Provider, and delivery will be deemed to have been satisfied.
- 9.6.2 Unacceptable Goods. Client will comply with all applicable laws, rules, and regulations of governmental authorities in connection therewith. Client will ensure that the Parcels to be shipped do not contain any items (i) not legally allowed to be sold throughout the United States, (ii) made from any type of endangered wild plant or animal that is in the list of species protected by the Convention on International Trade in Endangered Species, (iii) that fall into one or more of the nine United Nations hazard classes, (iv) that are perishable, or (v) that are prohibited or restricted by the Service Provider (collectively, "Unacceptable Goods"). Client shall not include Unacceptable Goods in Parcels processed to Service Provider in a manner that violates any U.S. statute, law, rule, or regulation applicable to air or ground carriage. Client's Parcels are subject to aviation security controls and applicable U.S. government regulations.
- 9.6.3 Undeliverables. If the Parcel is deemed to contain Unacceptable Goods, the consignee cannot be reasonably identified or located, or consignee refuses delivery (collectively, "Undeliverables"), PBI shall use reasonable efforts to cause the Service Provider to return the Parcel to the Facility from which the Parcel originated at Client's cost.

### **SECTION 9.7. LIMITATION OF LIABILITY**

- 9.7.1 PBI's liability is strictly limited to the postage Rate paid for the shipment of a Guaranteed Parcel that is being claimed for late or non-delivery, and PBI disclaims any other liability, whether direct or indirect, related to the Client's use of the services set forth herein.

- 9.7.2 Claims are limited to one claim per Guaranteed Parcel the settlement of which will be full and final settlement for delivery claims related to the Guarantee.

**SECTION 9.8. REPRESENTATIONS, WARRANTIES AND INDEMNITY**

- 9.8.1 Representations and Warranties. Client represents and warrants that:

- (a) All shipments will be prepared in secure premises by Client's employees, and all Parcels in such shipments will be protected against unauthorized interference during their preparation and storage.
- (b) All information Client or its representatives provide shall be complete and accurate, all Parcels will be properly marked, addressed, and packed to ensure safe transportation with ordinary care in handling.

- 9.8.2 Indemnification. Client shall indemnify and hold PBI harmless from and against any and all claims, suits, actions, damages, losses, demands, costs and expenses (including reasonable attorney's fees) asserted by a consignee, or anyone with an interest in a Parcel relating to any delay or non-delivery of a Parcel. In addition, Client, on behalf of itself and its successors and assigns, also agrees to indemnify and hold harmless PBI, its directors, officers and employees from all losses, claims of losses, damages and expenses (including without limitation court costs and reasonable attorneys' fees) asserted by third parties, resulting from or arising out of: (a) Client's breach of this Agreement; (b) bodily injury or death caused by Client or Client's subcontractors; (c) the grossly negligent acts or omissions or willful misconduct of Client or its subcontractors; or (d) violation of law or other applicable regulation by Client or Client's subcontractors.

**SECTION 9.9. MISCELLANEOUS**

- 9.9.1 Force Majeure. If PBI is delayed or interrupted in or prevented from the performance of its obligations hereunder by reason of any act of God, fire, flood, war, public commotion, hurricanes, tornadoes, blizzards or other weather-related events, other natural disasters, traffic, strikes or labor difficulties, mechanical breakdowns, governmental enactment, regulation or order, or any other cause beyond its reasonable control, PBI will not be liable to Client therefor; and the time for performance of its obligations shall be extended for a period equal to the duration of the contingency that occasioned the delay, interruption, or prevention.
- 9.9.2 Assignment. Client may not assign this Agreement (by operation of law or otherwise) without the prior written consent of PBI. Any attempted assignment without such consent will be null and void. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- 9.9.3 Survival. The following sections will survive the termination or expiration of your access to Delivery Guarantee: Section 9.4 (Payment and Financing Options), Section 9.7 (Limitation of Liability), and Section 9.8 (Representations, Warranties and Indemnity), and any other section that, by its nature, would continue beyond the termination or expiration of this Agreement.

**10. Return Labels**

USPS Automated Return labels ("ARL") will be made available, with applicable fees, to Merchants who elect to opt-in for the service. An ARL is a USPS return label whose postage will not be charged or incurred until the label is used



for shipment. Once an ARL is printed, it must be used within ninety (90) days of label print (“Permitted Use Period”). Any use of an ARL after the Permitted Use Period is deemed a misuse of USPS labels. In case of a Merchant’s misuse of an ARL, PBI reserves the right to pursue any remedies that may be available to it in law or equity, including but not limited to assessing penalties based on postage incurred as may be appropriate and determined by PB, reporting any misuse of an ARL to the USPS, and/or referring unpaid ARL postage balance for collection to a collection agency. Merchants who misuse Automated Return labels will be responsible for all fees and costs associated with any and all measures PBI undertakes to pursue remedies for the misuse.

**11. Pitney Bowes Parcel Protection™**

If you select Pitney Bowes Parcel Protection™, your shipped parcel and its contents are protected against damage or loss from external causes under a parcel protection insurance policy, subject to exclusions, while the parcel is in transit. Your parcel protection insurance policy is entered into between you and a third party insurance underwriter, and your claims will be administered by a third party claims administrator. PBI will charge you a platform fee, as indicated at the time of your purchase, for transfer of your policy request and shipment data to a third party insurance broker for issuance of a parcel insurance policy.

**12. Trademarks**

PBI’s company name, logo, and associated brand names and domain names are our trademarks. You may not use, and nothing contained on the Site or in these Terms and Conditions grants any right to use, any trademark, whether owned by PBI or a third party, displayed on the Site without our written permission or the permission of any third party owner of such trademark.

**13. 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 Conditions and applicable copyright, trademark and other laws govern your use of contents on the Site.

**14. 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 SERVICES 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 SERVICES THE MONTH BEFORE. WE WILL NOT 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.**

**15. 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 SERVICE OR RELATED TO ANY BREACH OF THESE TERMS AND CONDITIONS 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.**

**16. DISCLAIMER**

**THE SERVICE AND THE CONTENT ON THE SITE 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, AND YOU WAIVE ALL**

**WARRANTIES FROM US TO THE MAXIMUM EXTENT PROVIDED BY LAW.****17. CONFIDENTIALITY**

(a) Confidential Information. “**Confidential Information**” as used in this Agreement will mean all confidential and/or proprietary knowledge or information owned or possessed by either Party (“**Disclosing Party**”) that is disclosed to the other Party (“**Receiving Party**”) or to which the Receiving Party gains access in connection with this Agreement (“Confidential Information”), including, without limitation, each Party’s and its Affiliates’ (as defined below): (i) customer and prospect lists; (ii) pricing proposals, financial and other business information; (iii) research and development information, technology (including the PB Shipping APIs), specifications, product requirements, processes, analytical methods and procedures, techniques and hardware design; (iv) business practices, know-how, marketing or business plans; (v) the terms and conditions of this Agreement; and (vi) any other information identified in writing as confidential. 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 19(a) (i)-(iv) has occurred.

(b) Non-use and Non-disclosure; Maintenance of Confidentiality. All Confidential Information furnished to the Receiving Party is the sole and exclusive property of the Disclosing Party. Each Party agrees that it will (i) except to the extent expressly allowed in this Agreement, 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 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.

(c) 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, provides reasonable cooperation to the Disclosing Party, at the sole cost and expense of the Disclosing Party, in its efforts to lawfully limit disclosure.

(d) The obligations set forth in this Section 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. If either Party should breach or threaten to breach any of the provisions of this Section, 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.

**18. Attorneys’ Fees**

If we file an action against you claiming you breached these Terms and Conditions and we prevail, we will be entitled to recover reasonable attorneys’ fees.

**19. Third Party Sites**

The Site and these Terms and Conditions 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. Assignments**

You may not assign any of your rights under these Terms and Conditions to anyone else. We may assign our rights to any other individual or entity at our discretion.

**21. Choice of Law; Arbitration; WAIVER OF JURY TRIAL**

These Terms and Conditions 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.

**22. Force Majeure**

If PBI is delayed or interrupted in or prevented from the performance of its obligations hereunder by reason of any act of God, fire, flood, war, public commotion, hurricanes, tornadoes, blizzards or other weather-related events, other natural disasters, traffic, strikes or labor difficulties, mechanical breakdowns, governmental enactment, regulation or order, or any other cause beyond its reasonable control, PBI will not be liable to Client therefor.

**23. Amendments and Waiver; Severability**

Changes to these Terms and Conditions will become effective when we post revised Terms and Conditions on the Site. If we do not immediately take action on a violation of these Terms and Conditions, we are not waiving or otherwise giving up any rights under these Terms and Conditions, and we may still take action at a later point. The parties further agree that, in the event any provision of this Agreement is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this Agreement, and further agree to substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision.

**24. Relationship of Parties.**

The relationship between PBI and Client shall be strictly that of independent contractors, and neither PBI nor Client shall be, or be deemed to be, agents, parties to a joint venture, or partners of one another.

**25. Third Party Beneficiaries.**

This Agreement is entered into solely between, and may be enforced only by, PBI and Client, and this Agreement shall not be deemed to create any rights in third parties, including without limitation suppliers, consignees, and customers of that Party, or to create any obligations of a Party to any such third party.

**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 Inc. – Attn: Legal Dept., 3001 Summer Street, Stamford, CT 06926. Any notice alleging a breach of these Terms and

Conditions 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, Attn. General Counsel, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926, or any addresses we may later post on the Site.

**27. Entire Agreement**

This Agreement makes up the entire agreement and supersedes all prior agreements, representations, and understandings.