

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.

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 first (1st) of the immediate next calendar month 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 Rules and Requirements

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. For the avoidance of doubt, PBI 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. 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.

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

Merchant Data Requirement. You agree to keep your address and similar merchant data required by the USPS up to date, including notifying PBI of your new address in case of a relocation, and you acknowledge that data required for shipper or merchant registration may be changed by the USPS from time to time, and upon PBI's written notice to you of said changes, you will comply with the USPS requirement by providing additional merchant data as may be collected by PBI at the request of the USPS.

HAZMAT Requirement. You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including but not limited to those promulgated on or about June 6, 2022 (currently available at: [New Mailing Standards for the Separation of Hazardous Materials](#)) as well as replacement and/or supplemental regulations thereof, and that you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of said parcels containing hazardous materials, including but not limited to labeling, packaging, and/or separation in the tendering of said parcels to the USPS.

Violation and Cure. You acknowledge and agree that upon notification by PBI to you of a violation of any of the foregoing USPS rules and requirements, you will cease and cure such violation within three (3) days from said notification, and that failure to cure said notification within that timeframe may result in immediate suspension of services hereunder to you by PBI and/or termination of your agreement with PBI.

USPS Privacy Statement: Your information will be used to facilitate the purchase of U.S. Postal Service (USPS) postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding our privacy policies, visit www.usps.com/privacypolicy.

9. 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 [Pitney Bowes Delivery Guarantee Terms and Conditions](#), 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.

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. Trademarks

- (a) 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.

- (b) Subject to PBI's approval, which will not be unreasonably withheld, and subject to your representation and indemnification obligations herein, you are permitted to generate and/or include a stylized proprietary trademark owned by you on labels generated by you on PBI Shipping APIs. You agree that upon PBI's written request for removal of said trademark, at anytime and for any reason whatsoever, you or PBI will immediately cause the requested removal. You also represent and warrant that you have all necessary rights and interests for your use of any trademark that you generate and/include on labels generated by you on PBI Shipping APIs. Breach of Section 12(b) herein is deemed a material breach of the Agreement.

12. 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.

13. 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.

14. 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, INCLUDING WITHOUT LIMITATION USPS RULES AND REQUIREMENTS AS SET FORTH HEREINABOVE. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

These Terms and Conditions and any associated agreements for Services rendered hereunder, including amendments thereof, between you and PBI, will be governed by the laws of the State of New York. 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.

21. 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, epidemic, 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Entire Agreement

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