

1 ACCEPTANCE

Pitney Bowes® PrePay is a Pitney Bowes programme by which you have the option of paying for Meter Resets by payment in advance. If you use the Account you are agreeing to the conditions of this contract, the "Agreement", which govern how you may use the Account.

2 DEFINITIONS

In this Agreement the following words shall have the following meanings:

"Account" means your Pitney Bowes PrePay Account;

"Agreed Prepaid Balance" means the amount you have agreed to pay to us to credit your Account to enable us to reset a postage meter using the Postage by Phone facility;

"Data Capture" means the capability of Pitney Bowes to process and archive information regarding postal product usage by product type and weight break;

"Data controller, personal data, and processing" are as set out in the Data Protection Legislation in force at the time;

"Data Protection Legislation" means (i) the Data Protection Act 1998, until the effective date of its repeal; (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law;

"Meter" means your Pitney Bowes postage meter;

"Meter Reset" means the resetting of your Meter with postage;

"Meter Reset Charge" means the administration charge payable by you for each Meter Reset;

"Pitney Bowes" means any company within the Pitney Bowes group of companies;

"PSD" means the postal security device used for Postage by Phone security and funds management;

"Postage by Phone" means the postage resetting facility;

"Royal Mail" means the trading name of Royal Mail Group Plc;

"Scheme" means the Royal Mail Scheme for Franking Letters and Parcels, as issued by Royal Mail from time to time;

"Us" and "we" means Pitney Bowes Limited;

"Vault" means the Postage by Phone revenue security device;

"You" and "your" means you, the customer, and includes any of your authorised employees.

3 YOUR OBLIGATIONS

3.1 You must use the meter in accordance with your licence as outlined in the Scheme.

3.2 You are the only one entitled to use the Account.

3.3 You must pay all charges arising from the use of the Account.

3.4 You must have the Meter connected to a working phone line to use the service Postage by Phone.

3.5 You may at any time apply to use to upgrade your account so you can take advantage of our revolving credit Purchase Power facility.

3.6 You must not without our written permission assign this Agreement to anyone else.

4 OUR RIGHTS, OBLIGATIONS AND LIABILITY

4.1 Our rights will not be affected if we do not enforce, or delay enforcing, any of these terms.

4.2 We may:

(a) assign or transfer our rights or obligations to another party by informing you in writing;

(b) use any credit balance we are holding on your behalf towards payment of any sum you owe us or which will fall due to us.

4.3 We will not be responsible for any delay, or the consequences of any delay, in performing our obligations if the delay is due to your failure to notify us of any change in your address or to any circumstances beyond our control.

4.4 Except in the case of personal injury or death due to our negligence, or fraudulent misrepresentation or fraudulent concealment:

(a) our liability in respect of any claim for damage by us during the performance of this Agreement shall be limited to fifty thousand pounds (£50,000);

(b) we shall in no circumstances be liable for any consequential, indirect or special loss or damage (including without limitation loss of business or loss of profit) howsoever arising (whether in contract, negligence, other tort or otherwise).

5 METER RESET CHARGE

5.1 For each meter reset you will be charged a £8.00 Meter Reset Charge if paid by Direct Debit or a £11.00 Meter Reset Charge if paid by invoice.

5.2 We reserve the right to vary the Meter Reset Charge from time to time by giving you at least 30 days notice in writing.

5.3 VAT will be added to all transactions and fees, if applicable, at the rate which applies on the date the payment is due.

6 PITNEY BOWES PREPAY AND PAYING FOR YOUR POSTAGE

6.1 We will:

(a) set up on your behalf a Pitney Bowes PrePay account and send you monthly invoices relating to the preceding month;

(b) collect from you an amount equal to the Agreed Prepaid Balance, credit your Account with your payment and allow you to reset your Meter as required up to the pre-pay balance of your Account;

(c) as long as you are not in breach of the terms of your Account or this Agreement, pay to Royal Mail on your behalf the amounts for which you wish to reset your Meter and charge this amount to your Account together with a Meter Reset Charge at the prevailing rate of which we will notify you from time to time;

(d) automatically charge to your Account all postage;

(e) if Royal Mail refunds or surcharges a sum of postage under the terms of your license as outlined in the Scheme, Pitney Bowes will apply the postage to your Account;

(f) deposit the monies held in your Account into a designated bank account;

(g) not pay you interest on funds held in your Account or elsewhere on your behalf, but will retain for our benefit all income accruing on your Account;

(h) let you know in writing your Account balance, repayable to you on 30 days written notice of termination (by either you or us) of this payment method, and ask for your written instructions for sending you the monies, if any.

6.2 You will surrender to us the monies due to you under Clause 6.1 (h) above if you do not claim the monies within 180 days of us telling you the amount repayable to you.

6.3 If you:

(a) are paying by direct debit, your sums will be due when we draw the direct debit as notified to you;

(b) are paying by invoice, you will have a period of up to 25 days, from the date of your invoice which includes the transactions charged to your Account, to repay the full outstanding balance of the Account. The full amount must be paid in a single payment;

(c) fail to pay us any sum we have advanced you on its due date we will charge you late payment interest calculated on an average daily balance basis at a rate of 0.0497% per day compounded monthly and also a late payment fee of £25 each time you pay late.

6.3 We may allow you to reset your Meter up to an amount equal to your Agreed Prepaid Balance where your Account balance is nil however we will charge you an over limit fee of 3% of the amount over your balance.

6.4 If this Agreement is terminated your Pitney Bowes PrePay arrangement will be cancelled automatically. Any amounts due by you to us under the arrangement will become immediately due and payable on cancellation.

6.5 You or we may at any time terminate the Pitney Bowes PrePay arrangement by giving 30 days written notice to the other. Any amounts due by you to us under the Pitney Bowes PrePay arrangement will become immediately due and payable on termination.

7 ENDING THIS AGREEMENT

7.1 This Agreement will terminate automatically if you have released to us all Meters in your possession.

7.2 Any monies left on the Account can be claimed for refund to you as per Clause 6.1 (i).

8 JOINT AND SEVERAL LIABILITY

If your business is a partnership, each individual partner and the partnership business are all legally bound by the Terms and Conditions of this Agreement. This Clause does not apply if you are trading together as a Limited Liability Partnership.

9 NOTICES

Any/all notice(s) given under this Agreement must be sent by first class pre-paid post to the address shown on the page overleaf or to any other address we have told each other about in writing. The notice will be deemed delivered two business days after posting. Any/all Legal notice(s) must be clearly marked "FOR THE ATTENTION OF THE COMPANY SECRETARY".

10 DATA PROTECTION

10.1 You and we will comply with all applicable requirements of Data Protection Legislation. You agree that we will not be processing any personal data on behalf of you as data controller. We will collect, use, disclose, transfer, and store personal information when needed to administer this Agreement and for our operational and business purposes, as further described in our Privacy Statement which is found here:

<https://www.pitneybowes.com/uk/privacy-statement.html>

10.2 Postage by Phone and Data Capture information may be routinely supplied by us to Royal Mail to provide you with information about Royal Mail products and services. We will use the Postage by Phone and Data Capture information to ensure your postage meter is operating within specification and to provide elements of reporting as and when appropriate.

11 JURISDICTION

This Agreement is governed by and construed in accordance with Scottish law where you are ordinarily resident in Scotland. In all other cases, this Agreement is governed and construed in accordance with English Law. We all agree to submit to the exclusive jurisdiction of the Scottish/English Courts (as appropriate).