

pbSmartPostage™ Mail and Shipping Service, Terms of Use

Account Requirements

When you register for the service, you will create a unique user ID and password. Your subscription is billed based on the nine digit zip code for the address entered during registration.

Your postage account is subject to USPS regulation. If you: 1) use your postage account in a fraudulent or unlawful manner, 2) do not use your account during a consecutive twelve (12) month period, 3) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use, 4) take or allow the account to be taken 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 5) otherwise fail to abide by the provisions of postal regulations and these Terms of Use regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account must be surrendered to Pitney Bowes or the USPS upon demand.

You also acknowledge that any use of your account to fraudulently deprive the USPS of revenue 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 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 Pitney Bowes the license as a PC postage vendor to create a shared postage evidencing system (“pbSmartPostage”) that users will use to dispense postage. As a user of pbSmartPostage you must understand and acknowledge that authorization to use the system is granted by the USPS. You accept responsibility for control and use of the system and agree to abide by all rules and regulations governing its use. 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. You must make the postage evidencing system and transaction records available and surrender the system to Pitney Bowes, the USPS, or its agent when notified to do so.

Changes to the Terms of Use

These Terms of Use may be changed by Pitney Bowes at any time. Pitney Bowes will post the most current version of these Terms of Use on www.pbSmartPostage.com/, or otherwise notify you that they have changed. From time to time you may be required to accept updated terms and conditions.

Subscriptions; Billing Cycle

Your subscription cost is based on the subscription plan you select and does not include postage. Your subscription will be billed in advance with the first payment due at the time of registration. Your billing cycle reoccurs the same day of the month each billing period.

If your registration includes a trial period and if you do not wish to continue your subscription past the trial period, you must cancel your subscription before the last day of the trial period to avoid being billed for the first month of subscription once the trial period has completed.

Subscriptions that are offered at a discount in return for a commitment over a period of time (e.g., one year) will be subject to an early termination fee if canceled prior to the end of commitment period. The early termination fee will be based on a fixed amount that will be disclosed with the subscription registration.

Purchasing

Information you give Pitney Bowes as part of the registration process will be handled according to Pitney Bowes Privacy Policy. Pitney Bowes reserves the right to verify the identity and/or credit of any person registering for the service, and the identity of any person accessing the account or attempting to use the customer support process for accessing the account. In order to provide you with access to the service, we require that you provide certain personal information and answers to security questions. Personal information we collect through registration and answers to security questions will be used to authenticate your identity when you sign up for the service and each time you sign in, and may further be used to verify the identity of individuals who contact Pitney Bowes in connection with access to your account.

Postage costs for use of the service are not provided by Pitney Bowes and you are responsible for funding a pre-paid postage account. You may select a different method of payment for postage than used for the subscription payment. Postage payment options will be displayed during account setup. You agree to the minimum purchase of \$5 each time you purchase postage. The maximum amount of postage that can be held in the pre-pay account at any given time is \$1000. There is no limit on postage account refills as long as the max postage amount is not exceeded. No sales tax is charged to postage refills or dispenses. Postage costs will be charged to the preferred postage payment source immediately upon purchase and will be applied to the prepay account balance. Unless Pitney Bowes is the preferred payment source, charges for postage will appear and be supplied by your credit card issuer or bank directly; Pitney Bowes will not provide payment statements or invoices for third parties. You may request refunds from your postage account balance at any time for any amount. Postage can be dispensed at any time as long as the subscription account is paid and in good standing. (See Account Suspension section)

Pitney Bowes will automatically charge your payment source (e.g., credit card, Purchase Power account) the cost of your subscription at the beginning of each billing cycle. Please note that Pitney Bowes may receive updated billing information regarding your credit card account or other payment source and, by accepting these Terms of Use, you consent to Pitney Bowes receiving such updates. Postage fees and product costs shall be applied to your payment source at the time of purchase. You will be allowed to print postage up to the amount of funds in your postage account that have cleared and provided that your subscription fees have been paid. Pitney Bowes will notify you if any transactions are rejected. If a subscription fee transaction is rejected, your account may be suspended until your account is brought up to date.

If you dispute a charge to the credit card which is your payment source, Pitney Bowes is authorized to debit your postage account from time to time in amounts which in the aggregate do not exceed the amount of the disputed charge.

Free trial periods will vary depending on offers. No subscription billing will occur during the free trial period based on your subscription selection. Billing will occur at the end of the trial period on the same day of the month the subscription was ordered and the invoice will reflect the billing cycle selected for the value of the price of the subscription ordered at the time of registration. You are only entitled to the free trial period for the specified period. Postage is not included in the free trial period unless specified.

Free postage offers will vary and will have specific terms depending on the offer. Free postage offers are not refundable. Pitney Bowes will not provide any cash payments or account credits for granted free postage at any time.

Promotional offers: Subscription plans that may include other products or services identified as “included”, “free”, or “discounted” are only available per single subscription plan. If you select the same items in the check out process to be purchased in addition to the promotional offer, the additional items are not subject to the same value (e.g., free or discounted) as in the original promotional offer. All promotional items that are offered as part of the subscription are considered sold material and are invoiced at subscription check out and become the property of the subscriber excluding service type offers. Material items that are sold as part of a promotional offer or part of a bundle are not returnable for credit at any time.

Pricing

Prices are subject to change at any time unless specified as conditions of a subscription type. Notification of any price changes will be delivered to the email on the registered subscription account.

Account Suspension

Accounts will be suspended for improper use, violation of USPS rules and policies, illegal activity or when Pitney Bowes is unable to charge due to an invalid payment source for the subscription. During account suspension, you will be unable to access the account until payments become up to date. All past due billing will be charged as soon as a valid payment source is updated. It may take 24 hours for your account to be reactivated. After 90 days from the suspension date or if Pitney Bowes has determined that the account must be canceled for violation of policy, all funds in the prepay postage account will be credited to the prepaid account payment source less any unpaid fees owed to Pitney Bowes. Accounts closed for policy violations will be charged a \$25 processing fee.

Subscription Account Cancellation

Your subscription will renew automatically on the anniversary of the following calendar year based on your initial invoice date. You may cancel your subscription at any time. You must contact Pitney Bowes at [1-800-228-1071](tel:1-800-228-1071) for cancellation.

Cancellation will be effective at the start of your next invoice period on the day of the month the subscription was activated. Pitney Bowes will refund the full amount of postage remaining in your account at the time of cancellation to your current payment source. Pitney Bowes will not provide any cash payments for subscription credits or postage in your postage pre-paid account. Your subscription account will remain active until the account cancellation date.

Postage Refund

Requests for postage refunds for unused, misprinted or damaged postage will be granted for active accounts in good standing for face value only in accordance with USPS and Pitney Bowes policy and procedures. See www.pbSmartPostage.com/ for details and instructions under Help and then FAQ's.

Pitney Bowes reserves the right to reject claims deemed not qualified for refunds at its sole discretion. All postage refund claims when granted will be credited to the prepay postage account balance. No cash payment or interest will be paid for any postage refund when granted.

Warranty Disclaimer; Limitation of Liability

THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY OR ARISING FROM CUSTOM OR TRADE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

PITNEY BOWES ACCEPTS NO RESPONSIBILITY FOR ERRORS OR TECHNICAL DIFFICULTIES WITH THE FUNCTIONALITY OF THE SERVICE, AND DOES NOT GUARANTEE THAT YOUR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

THE SERVICE, LIKE ALL SOFTWARE RELATED PRODUCTS, MAY BE SUBJECT TO KNOWN OR UNKNOWN

ANOMALIES, WHICH MAY AFFECT ITS ABILITY TO PERFORM POSTAGE PRINTING ON ADDRESSES PUT INTO THE SERVICE. FOR EXAMPLE, DEPENDING ON THE ACCURACY OF YOUR LIST AND THE CITIES TO WHICH YOU MAIL, INCORRECT CODING MAY OCCUR. YOU UNDERSTAND AND AGREE THAT PITNEY BOWES IS NOT RESPONSIBLE OR LIABLE FOR ANY SUCH ANOMALIES.

PITNEY BOWES IS NOT LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, LOST POSTAGE, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR BREACH OF CONTRACT OR WARRANTY OR FOR NEGLIGENCE OR STRICT LIABILITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE EVEN IF PITNEY BOWES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PITNEY BOWES AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS AND LICENSORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, 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. YOUR SOLE REMEDY IS TO TERMINATE USE OF THE SERVICE. PITNEY BOWES RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND IN SUCH CASE, YOU AGREE TO COOPERATE WITH PITNEY BOWES IN DEFENSE OF SUCH CLAIM.

IN NO EVENT SHALL PITNEY BOWES' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED \$50.00. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTALS OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

General

By registering for the service, you agree to pay all fees in accordance with the terms of the subscription you select. If you are establishing this account on behalf of a business, you represent that you have all necessary authority to establish an account with Pitney Bowes on behalf of the business.

Pitney Bowes reserves the right to discontinue service upon notification to its customers.

If any court of competent jurisdiction finds any provision of this Agreement void or unenforceable, then the validity of remaining provisions of this Agreement shall not be affected.

Any legal action arising from or out of this Agreement shall be governed by the laws of the State of Connecticut without regard to its conflict of law principles. The sole jurisdiction and venue for any litigation arising from use of the Service shall be an appropriate federal or state court located in Connecticut. THE UNITED NATIONS' CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY DISCLAIMED.