

## **SendPro Terms of Use - Subscription**

Thanks for using our SendPro™ application, an online service that simplifies mailing and shipping (the “Service”). Please read these Terms of Use and our [Privacy Statement](#) (collectively, these “Terms”) carefully. By using the Service or signing up for an account, you’re agreeing to these Terms.

We’ll start with the basics, including a few definitions that should help you understand this agreement. The Service is a service offered by Pitney Bowes Inc. and its affiliates (“we”, “us” and “our”) that allows you to manage addresses, print labels and postage and track your shipments so that you can send letters, packages and parcels through the United States Postal Service (the “USPS”), FedEx (“FedEx”) and United Parcel Service (“UPS”). Depending on which level of service you subscribe to, some of this functionality may not be available to you. This web site (the “Site”) is owned and operated by us.

These Terms define the terms and conditions under which you’re allowed to use the Service and how we’ll treat your account while you’re utilizing the Service. If you have any questions about our terms, feel free to [contact us](#).

### **ACCOUNT – USE OF SERVICE - CHANGES**

#### **1. Eligibility**

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

#### **2. Use of the Service**

Upon the payment of fees, and for so long as you comply with these Terms, we grant you a non-exclusive, non-transferable license to access and use the Service for up to the number of users purchased by you for the Term (which is defined in Section 3 below). You may upgrade your plan for additional fees. We reserve all rights to the Service not expressly granted to you in these Terms. Your access to and use of the Site may be interrupted from time to time for various reasons, including malfunction of equipment, periodic updating, maintenance or repair of the Site, or other actions that we may elect to take. You agree that you will use the Service only for business or commercial purposes and not for personal, family or household purposes. You further agree not to use the Service to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Service. Disruptions include denial of service attempts, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the Service. In addition, you will not reverse engineer, decompile or disassemble the Service. The occurrence of any of the foregoing will be deemed a material breach and we may immediately terminate your use of the Service.

#### **3. Term and Termination**

The Term begins when you sign up for the Service 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 and we may suspend the Service 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 Service and any features of the Service from time to time. In addition, we may change any of these Terms and the fees charged for using the Service by posting revised Terms and/or fees on the Site and/or by sending an email to the last email address you gave to us. The new Terms and the new 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 new Terms or the new fees, you must stop using the Service immediately.

## **5. Account and Password**

By registering for the Service, you will be prompted to establish certain passwords and/or provide other access information to enable you to use the Service. The account name, password and/or access information is confidential information and should be used solely by you to access your account and use the Service. You're responsible for keeping your account name, password and access information confidential. You'll take all reasonable steps to prevent unauthorized access to your account and you'll immediately notify us of any unauthorized use of your accounts. We aren't responsible for any losses due to stolen or hacked passwords.

## **6. Account Disputes**

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

## **PAYMENTS**

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

The fees for the use of the Service are posted on the Site and may be changed from time to time. These fees do not include: (ii) the postage, shipping or other charges imposed by the carrier for printing postage or labels and sending letters or parcels through the USPS or another carrier. Your subscription for the use of the Service will be billed monthly in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment, subject to the payment terms in the State's Master Contract with Pitney Bowes . If you terminate under Section 3 above, your access to the Service will continue through the period for which you have paid in advance. If we terminate your account, then we will continue to provide the Service to you through the period for which you have paid in advance, unless you have failed to comply with these Terms, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances. Except to the extent you permit more than the number of users authorized by us, in which case additional license fees would apply, any fees obtained from this section will be collected from fees already agreed upon unless an additional service is specifically requested by you.

If your subscription includes a free 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 the subscription once the trial period has expired.

### **8. Credit Cards – Accounts with The Pitney Bowes Bank, Inc.**

Unless (i) you have established and maintain a Purchase Power<sup>®</sup> account or a Reserve Account with The Pitney Bowes Bank, Inc. (the "Bank") and (ii) you have available funds in a Reserve Account or have available credit under a Purchase Power account, then as long as you're utilizing the Service or have an outstanding balance with us, you'll provide us with valid credit card information. You'll replace the

information for any credit card that expires with information for a different valid credit card. All charges by the USPS for postage or for the sending of parcels through the Service (such charges are called "Shipping Charges") and all fees for the use of the Service will be charged to your Reserve Account, if any, with any remaining unpaid balance being charged to your Purchase Power account, if any. In the event that (i) you do not maintain a Reserve Account or a Purchase Power account with the Bank or (ii) you do not have available funds in a Reserve Account and do not have available credit under a Purchase Power account, all such fees and charges will be charged to your credit card together with a convenience fee of 3 ½% of the amount of all Shipping Charges and you authorize us to do so. All charges by any other carrier other than the USPS for the sending of parcels through the Service will be billed directly by the carrier.

## **USPS/CARRIER REQUIREMENTS AND TERMS**

### **9. USPS Regulations**

If you use the Service to print postage or send parcels with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) 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 (e) otherwise fail to abide by the provisions of postal regulations and these Terms 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 Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service 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 us the 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 Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service 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. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

### **10. Carrier Requirements**

If you use the Service to send parcels with a carrier other than the USPS, you must comply with the requirements of that carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of UPS are located at <https://www.ups.com/>.

## **RIGHTS**

### **11. Trademarks**

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our trademarks in the United States and/or other countries. All marks not owned by us are the property of their respective owners. You may not use, and nothing contained on the Site or in these Terms grants any right to use, any trademark displayed on the Site without our written permission or the respective owner of such trademark.

## **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 applicable copyright, trademark and other laws govern your use of content on the Site.

## **13. LIMITATION OF LIABILITY**

**YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE 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 SERVICE IN THE TWENTY-FOUR MONTHS BEFORE. WE WON'T 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. You agree that we shall not be responsible for, and shall not indemnify, defend or hold you harmless from any claims or suits (including reasonable attorney's fees) against you by a third party based on: (a) any event that would cause the warranty in these Terms to be inapplicable (whether during or after the Warranty Period); (b) use of a release of the Pitney Bowes Software that is not the most current release made available to you to the extent that such claim or suit could have been avoided or mitigated by your use of such most current release; or (c) the breach by you of any of its representations set forth in Sections 1, 2 and 12 of these Terms. Pursuant to Article 4 Section 100 of the Mississippi State Constitution, the State neither indemnifies nor waives a potential right of recovery.**

## **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. Some states, including Mississippi, do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to you.**

## **16. Intentionally Omitted.**

## **LINKS TO THIRD PARTY SITES**

### **17. Third Party Sites**

The Site and these Terms 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.

## **MISCELLANEOUS**

### **18. Assignments**

You may not assign any of your rights under these Terms to anyone else without our prior written consent. We may assign our rights to any other individual or entity at our discretion.

### **19. Choice of Law; Arbitration; 19. Choice of Law; Arbitration; WAIVER OF JURY TRIAL**

These Terms will be governed by the laws of the State of Mississippi.

### **20. Force Majeure**

We won't be liable for any delays or failure in performance of any part of the Service from any cause beyond our control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power blackouts, and acts of hackers or third-party internet service providers.

### **21. Amendments and Waiver**

Changes to these Terms won't be effective until we post revised Terms on the Site. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under these Terms, and we may still take action at a later point.

### **22. 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. – SendPro Team, 3001 Summer Street, Stamford, CT 06926. Any notice alleging a breach of these Terms 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, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926, or any addresses we may later post on the Site.

### **23. Entire Agreement**

These Terms make up the entire agreement and supersede all prior agreements, representations, and understandings.