

Terms and Conditions of Pitney Bowes Purchase Power (ROI STD001 02-22)

1 ACCEPTANCE

Pitney Bowes Purchase Power® is a Pitney Bowes programme by which you may have the option of paying for your postage and, from time to time, office supplies and other products or services offered by Pitney Bowes by deferred payment. If you use the Account you are agreeing to the conditions of this Agreement which govern how you may use the Account.

2 DEFINITIONS

"Account" means your Pitney Bowes Purchase Power Account;

"Credit Limit" means the maximum debit balance allowed on your Account;

"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 2018; (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws; and (iii) any successor legislation to the Data Protection Act 2018 and the GDPR;

"Late Payments Fees" mean charges payable by you for each time that you pay late on or after due date;

"Meter" means your Pitney Bowes postage meter;

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

"us" and "we" means Pitney Bowes Ireland Limited;

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

3 USE OF THE ACCOUNT

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

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

3.3 We may vary your Credit Limit on giving you notice to that effect.

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

4 PAYMENT

4.1 We will (a) set up on your behalf an Account and send you monthly statements relating to the preceding month; (b) tell you your Credit Limit; (c) as long as you are not in breach of the terms of your Account or this Agreement, and subject to your Credit Limit, pay to An Post on your behalf the amounts for which you wish to reset your Meter and charge this amount to the Account together with a transaction fee at the prevailing rate of which we will notify you from time to time; and (d) automatically charge to the Account all postage, consumables and service charges together with any other charges payable outside of your Meter rental, purchase or lease agreement.

4.2 You will have a period of up to 25 days, from the date of your invoice which includes the transactions charged to the Account, to repay the full outstanding balance of the Account. The full amount must be paid in a single payment.

4.3 Monthly statements will not be sent if there have been no transactions affecting your Account and the outstanding balance is nil.

4.4 For customers paying by Direct Debit, unless you advise us otherwise, we will opt to send you notification that your invoice is available to view on My Account at the following address www.pitneybowes.ie and visiting the My Account pages. A hard copy will not be sent.

5 DEFAULT OF PAYMENT AND INTEREST RATE

5.1 Where you fail to pay us any sum on its due date we will charge you late payment interest calculated on an average daily balance basis at a rate of 0.0468% per day compounded monthly and also a late payment fee of €30 each time you pay late. If the amount outstanding on your account exceeds your Credit Limit, we will charge you an over limit fee of €15 or 1% of the amount over your limit, whichever is greater.

6 CLOSING THE ACCOUNT AND ENDING THIS AGREEMENT

6.1 You may at any time terminate the Purchase Power arrangement by giving 30 days written notice. Any amounts due by you to us under the Purchase Power arrangement will become immediately due and payable on termination.

6.2 We may end this Agreement and close your Account at any time by giving you at least 7 days prior written notice, or immediately in default of payment.

6.3 Your Account will be closed immediately if you have an order against you to wind up your business; or a liquidator, receiver or examiner is appointed to manage all or part of the assets of your business; or you are declared bankrupt or insolvent.

6.4 If your Account is closed by you or us, the outstanding balance on the Account including the amount of any transactions not showing on your latest statement at the date of closure, will be immediately due and payable. Interest at the prevailing rate will be chargeable from the date of closure, before as well as after judgment, until the balance is paid in full.

6.5 You will be liable for any losses, costs or expense incurred by us as a result of your breach of any of the terms and conditions of this Agreement. Closure of your Account will not affect your liability in respect of any payments due under any other agreement you may have with Pitney Bowes.

7 TREATMENT OF PURCHASE POWER CREDIT BALANCES

7.1. Where, for any reason, we hold money belonging to you we will note this in our records.

7.2. If your account with us is inactive for 6 months and we hold money belonging to you, we will write to you (at the last known address we hold for you) to inform you and to ask you if you wish us to pay the money back to you.

7.3. If you do not respond to our letter within 30 days of the date of that letter, we will charge you an account administration fee of €10 per month as our fee for continuing to hold and administer money belonging to you. We will deduct this fee from the money we hold. We will continue to deduct this fee monthly until we no longer hold any money belonging to you.

8 VARIATION OF CONDITIONS

8.1 We may vary any fees, charges or interest that may be applied by us on default. We can vary such fees, charges or interest without obtaining your consent, especially all the fees mentioned in Clause 4 and 5.

8.2 If we vary this Agreement and the variation is to your disadvantage, we will give you at least 30 days' prior written notice of the variation, except where we have to vary the Agreement more quickly to comply with legislation.

9 GENERAL

9.1 You may not assign or transfer your Account or this Agreement to a third party.

9.2 We may transfer any of our rights or obligations under this Agreement at any time and will notify you in writing should we do so.

9.3 Any relaxation or indulgence which we grant to you is not a waiver of our rights under this Agreement.

10 COUNTERPARTS

This Agreement shall be capable of being executed in a number of counterparts which together shall constitute one and the same instrument which shall take effect from the time of execution by the last party required to execute the Agreement.

11 DATA PROTECTION

11.1 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/content/pb/ie/en/privacy-statement.html>

11.2 PB Postage™ and data capture information may be routinely supplied by us to An Post to provide you with information about An Post products and services. We will use the PB Postage and data capture information to ensure your postage meter is operating within specification and to provide elements of reporting as and when appropriate.

12 JURISDICTION

This Agreement is governed by and construed in accordance with Irish law and we both agree to submit to the exclusive jurisdiction of the Irish courts.