

Pricing, payment and general terms and conditions

Learning about pricing, payment and general terms and conditions ensures that you get the most out of your agreement with Canada Post.



8.1 Pricing

Pricing information for Canada Post Parcel Services is provided on price sheets, available separately.

The customer acknowledges that the base price for items shipped is determined by a number of factors, including, but not limited to:

- the service(s) selected;
- the service options selected;
- the weight of items;
- the origin and destination of the items;
- the number and location of induction points (postal facility where the items are posted);
- the volume commitment (if specified in the Agreement);
- the spend commitment (if specified in the Agreement). Without limiting section 8.3.16 (Amendments), Canada Post may increase the customer's spend commitment from time to time to reflect price increases to any of the Products and Services.

The customer acknowledges that it represents the above facts to Canada Post and that Canada Post relies upon them in determining the base price. These facts as represented to Canada Post are known as the customer's "Shipping Profile." The customer acknowledges that material changes to its Shipping Profile must be promptly communicated to Canada Post and that Canada Post may thereupon amend the base price to reflect the change(s) on thirty (30) calendar days' written Notice. Should the customer fail to communicate such change(s) to its Shipping Profile, and should Canada Post learn of it notwithstanding, Canada Post may amend the base price accordingly on thirty (30) calendar days' written Notice.

8.2 Paying for Your Mailing

8.2.1 Payment Method Options

The following describes various payment method options acceptable for payment of Parcel Services, including Priority™ Worldwide service. However, not all options may be accepted at all Canada Post facilities.

- If you have pre-approved credit terms, you may elect "ACCOUNT" as a method of payment. The mailing will then be invoiced and charged to your account and applicable credit terms will apply. See section 8.2.1.1 "Pre-Approved Credit Terms – Account" for details.
- Customers who do not qualify for credit terms must provide full payment at non-discounted prices at the time of mailing. Otherwise, the mailing will not be accepted. See section 8.2.1.6 "Payment at Time of Mailing – No Credit Terms" for details.

8.2.1.1 Pre-Approved Credit Terms – Account

8.2.1.2 Use of "ACCOUNT"

Customers with pre-approved credit terms may elect "ACCOUNT" as a method of payment. The mailing is to be invoiced and charged to the customer's account and applicable credit terms will apply. Following approval by Canada Post and continued credit worthiness as determined by Canada Post, at its discretion, credit terms of net fifteen (15) calendar days from date of invoice will apply.

2.1 Invoice

If "ACCOUNT" was selected to pay for a mailing, Canada Post will provide the customer with an invoice that summarizes the charges posted to the customer's account. The charges reflected on the invoice are a summary of the mailings/orders (Manifests/Bills of Lading) that a customer has submitted to Canada Post with the following exception:

Customers who elect to pay for services by credit card will not receive an invoice. However, Canada Post does provide details for credit card transactions through the epost™ service. Visit epost.ca to sign up for the epost service or for more details on this service. For more information on "CREDIT CARD" as a payment option, see section 8.2.1.7 Credit Card. Customers should advise the Credit Management Group at 1-800-267-7651 of any discrepancies. Invoice/billing discrepancies must be brought to Canada Post's attention within 90 calendar days of the date of the invoice, after which time such invoice will be deemed accepted by the customer.

In the event that Canada Post is requested to respond to any invoicing discrepancy initiated by, (i), the customer or, (ii), any third-party on behalf of customer within the period mentioned above, Canada Post reserves the right to charge the customer an adjustment and/or investigation fee(s) (the investigation fees will apply in cases where Canada Post determines that disputed charges were correctly calculated on the original invoice). Canada Post reserves the right, at its sole discretion, to refuse a request for a refund or credit of shipping charges for any shipment, when such request is made by any party other than the payer of the shipping charges.

A list of account administration fees is available upon customer request by contacting the Credit Management Group.

Customers can access a copy of their invoice through our free online service. See section 8.2.1.5 "Manage My Accounts" for further information.

2.2 Account Settlement

Accounts may be settled using one of the following:

- pre-authorized bank payment;
- pre-authorized credit card payment, upon Canada Post's approval;
- online payment;
- payment by cheque or money order.

Customers wishing to sign up for pre-authorized or online payment need to complete and submit the applicable form, which can be obtained at canadapost.ca/caf or from a Canada Post representative.

Cheques or money orders must be made payable to "Canada Post Corporation," include the Canada Post Customer Number and be accompanied by the remittance information. Payment must be sent to the following address:

PAYMENT PROCESSING
CANADA POST
2701 RIVERSIDE DR
OTTAWA ON K1A 1L7

Customers should allow up to three (3) Business Days for payment processing.

8.2.1.3 Past-Due Amounts and Administration Fees

3.1 Late Payment

Past-due amounts will be subject to a late payment fee. The late payment fee will be calculated at a rate of 1.5 per cent per month (18 per cent per annum). Canada Post may amend the late payment fee rate at any time upon Notice to the customer.

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Envoyez des fonds rapidement à vos proches

MoneyGram



If an amount becomes past due, Canada Post may elect to apply any money otherwise received from the customer or any money due to the customer by Canada Post toward bad debts first. Such right of set-off shall be without prejudice and in addition to any other rights Canada Post may have. No interest will be paid by Canada Post on any funds held in the customer's account.

3.2 Account Administration Fees

Return Payments

An administrative fee will be applied on any payment that is dishonoured for any reason, including a payment returned due to Non-Sufficient Funds (NSF). The customer agrees to reimburse Canada Post for all costs, including legal fees and bank charges, incurred as a result of late or dishonoured payments.

Document Copies

Customers requiring duplicate copies of invoices may access them through our free online service. See section 8.2.1.5 "Manage My Accounts" for further information. Requests for duplicate invoices or other documentation (for example, Bills of Lading, Manifests and packing slips) fulfilled through our account management group are subject to service fees for items up to six months from their creation date. Additional fees will be charged for items older than six months, if available.

Corrections

Customers requiring corrections to orders or invoices or customers transmitting invalid or late electronic orders, where Canada Post is not responsible, are subject to additional service fees.

Investigations

In the event Canada Post is requested to investigate invoice discrepancies (including, but not limited to service guarantee failures), Canada Post may apply an additional fee for the number of disputed items submitted that Canada Post has investigated and determined to be correctly charged as originally invoiced.

Canada Post reserves the right to amend administration fees at any time without prior notification. A list of account administration fees is available upon customer request by contacting the Credit Management Group at 1-800-267-7651.

8.2.1.4 Statement of Account

A Statement of Account will be provided monthly to the customers if the customer used their account to pay for their mailing. Such a Statement of Account will summarize each of the invoices processed, and any related adjustments and payments made during the month as well as any balance owing at the end of the month.

8.2.1.5 Manage My Accounts

You can manage your accounts at canadapost.ca. Contact the Credit Management Group at 1-800-267-7651 to do so. Once you have access, you will be able to view the status of your accounts and make payments online.

8.2.1.6 Payment at Time of Mailing – No Credit Terms

6.1 Payment Method Options at Time of Mailing

For customers without pre-approved credit terms, full payment at non-discounted prices, at the time of mailing, must be made by:

- certified business cheque (payment by uncertified business cheque is subject to approval by Canada Post);
- cash (post offices only);
- money order;
- credit card (some conditions apply); see section 8.2.1.7 "Credit Card";
- debit card (some conditions apply);
- supplier account.

Note: All payment options may not be acceptable at all Canada Post facilities.

8.2.1.7 Credit Card

Visa™, MasterCard™ and American Express™ credit cards may be available as a method of payment option:

- when Canada Post Electronic Shipping Tools (EST) are used and the customer chooses "CREDIT CARD"; the credit card will be charged at the time of mailing;
- as set out in the *Canada Postal Guide* or other material published by Canada Post and of general application to Canada Post's customers, as amended from time to time.

Note:

- a) Some conditions and restrictions apply.
- b) With the exception of customers enrolled for pre-authorized credit card payment, credit cards are not accepted in payment of invoices or for settlement of account balances.
- c) Credit cards are accepted at Canada Post facilities only where credit card authorization facilities are available.

8.2.1.8 Authorized Users

The customer may wish to allow another party to use their agreement or customer Number. Please refer to the Agreement Activation Form and to section 8.3.1 "Definitions" and section 8.3.9 "Authorized Users" in the General Terms and Conditions. A Canada Post representative can explain under what conditions this is possible and who may be considered as an authorized user.

8.2.1.9 Supplier Account

A Supplier Account is an acceptable method of payment.

8.3 General Terms and Conditions

The following Terms and Conditions apply to Parcel Services, with the exception of Priority Worldwide service. Please refer to section 8.4 for Terms and Conditions relating to Priority Worldwide service. Canada Post is in the business of providing mail and other related delivery Products and Services. The parties wish to set out the terms by which Canada Post will provide and the customer will use such Products and Services. In consideration of the mutual obligations specified in this Agreement, the parties agree to the following:

8.3.1 Definitions

1.1 “Affiliate” means an affiliated body corporate as defined by the *Canada Business Corporations Act*, as amended from time to time.

1.2 “Agreement” has the meaning set out in section 8.3.14.

1.3 “Agreement Year” means twelve (12) consecutive calendar months falling between two (2) anniversary dates.

1.4 “Applicable Published Prices” means, with respect to each Product and Service, the applicable prices, including any applicable fees, charges or surcharges, and less any applicable rebates, set by Canada Post and in effect at the time of mailing, as published and/or made available by Canada Post for general application to its customers, as amended from time to time.

1.5 “Authorized User” means a party designated by the customer and who is approved by Canada Post to have access to the Products and Services offered under this Agreement. Unless otherwise specified in this Agreement, an authorized user has full access to the Products and Services offered under this Agreement.

1.6 “Business Day” means a day other than Saturday, Sunday, a statutory holiday and any day normally observed as a holiday by Canada Post.

1.7 “Customer-Developed/Third-Party Shipping System” means software approved by Canada Post, which allows for automated preparation of shipping documentation, including labels, and contains other features to facilitate shipping with Canada Post, and which is further described at canadapost.ca/mlinkprogram.

1.8 “Customer Guide” means the document of the same name issued by Canada Post for each of the Products and Services, as amended from time to time.

1.9 “Electronic Shipping Tools (EST)” means the software system made available under licence by Canada Post, which allows for automated preparation of shipping documentation, including labels, and contains other features to facilitate shipping with Canada Post, and which is further described at canadapost.ca/est.

1.10 “Electronic Goods” means electronic devices or their mechanisms, memory and all ancillary or related data storage devices, including but not limited to computers, televisions, tablets, cellular phones, smartwatches, audio equipment, media recording devices, cameras, camcorders, GPS and car audio equipment.

1.11 “Fragile Items” means items of an inherently fragile nature such as, but not limited to, glass, framed glass, mirrors, crystal, ceramics, pottery, porcelain, china, perishable items or items requiring refrigeration or temperature-controlled transport.

1.12 “Item” means a single Item or mail piece prepared and mailed using one of the Products and Services in accordance with this Agreement.

1.13 “Major Urban Centre” is an area with a processing facility for sorting, processing, and distributing parcels and mail. Delivery standards to and from major urban centres are shortest because parcels and mail do not need to be transported to or from a processing facility before they are delivered.

1.14 “Non-Major Urban Centre” is an area without a processing facility. Delivery standards to or from non-major urban centres are longer because non-local parcels and mail need to be transported to or from a processing facility before they can be delivered.

1.15 “Peak Period” means a period of time during which the overall volume of Items deposited by Canada Post customers is likely to be higher than at other times, as determined by Canada Post. Peak Period includes, but is not limited to, the two to four month-long period beginning in October or November every year (as the case may be), with the specific dates as stipulated by Canada Post.

1.16 “Peak Surcharge” means a surcharge, as determined by Canada Post from time to time, applicable to Items deposited by the Customer under this Agreement during a Peak Period.

1.17 “Products and Services” means any of the Products and Services, with the exception of the Priority Worldwide service, offered for sale as described in the *Canada Postal Guide* or other Canada Post publication of application to commercial customers generally, including the applicable Customer Guide.

1.18 “Recipient” refers to anyone who resides at the destination address.

1.19 “Supplier” means a party approved by Canada Post to act as payor for the Products and Services consumed by a third party.

1.20 “Supplier-Account” means money held in trust for, or credit extended by a Supplier to a third party to pay for Products and Services consumed by the third party.

1.21 “Subsidiary” means a subsidiary body corporate as defined by the *Canada Business Corporations Act*, as amended from time to time.

1.22 “Term” means the period set out in the Customer Guide for each Product or Service.

1.23 “Volume Allocation” means a limit set by Canada Post on the volume of Items that the Customer may deposit under this Agreement. A Volume Allocation may apply to the volume of Items (a) in a single deposit, (b) over a prescribed period of time and/or (c) as otherwise stipulated by Canada Post.

1.24 “Volume Surcharge” means a surcharge, as determined by Canada Post from time to time, applicable to any Items deposited by the Customer under this Agreement that exceed a Volume Allocation.

1.25 Other terms not specifically defined in this Agreement have the meanings defined in the applicable Customer Guide, the *Canada Postal Guide* or other Canada Post publication of application to customers generally.

8.3.2 Canada Post's Obligations

2.1 Canada Post agrees to deliver Items of each Product and Service mailed under this Agreement according to the applicable delivery standards set out in the Customer Guide or canadapost.ca/deliverystandards and of general application to Canada Post's customers, as amended from time to time. Unless expressly stated in this Agreement, delivery standards established by Canada Post for its Products and Services are not performance guarantees.

2.2 Canada Post agrees to provide or make available to the customer upon execution of this Agreement, the *Canada Postal Guide* or other material published by Canada Post, including the Customer Guide corresponding to a particular Product or Service of general application to customers, and any subsequent amendment thereto.

8.3.3 Customer's Obligations

3.1 The customer agrees to prepare and mail Items in accordance with this Agreement.

3.2 The customer agrees to purchase and pay for the Products and Services at the Applicable Published Prices specified in the Price Sheet, subject to any applicable rebates, plus all applicable fees, charges, surcharges and taxes. The Applicable Published Prices charged are subject to verification, correction and adjustment for any applicable fees, charges, surcharges and taxes.

3.3 The customer agrees to pay for the Products and Services purchased using the payment method(s) specified in the applicable Customer Guide.

3.4 If so specified in the Agreement, the customer agrees to meet:

- a) the minimum volume of Items required per deposit or per annual volume commitment for each Product and Service;
- b) the minimum spend required per annual spend commitment for each Product and Service. Only base prices, options and surcharges paid count toward the minimum spend. Base prices are net of any discounts and adjustments applied, and exclude taxes and duties.

3.5 If so specified in the Agreement for a Product or Service, the customer shall include an accurate electronic order, in such form as approved or stipulated by Canada Post, with each mailing.

3.6 Use of Marks and Indemnification Obligation:

Except as specifically provided for in this Agreement, no party shall use any trademarks, trade names, official marks and any other rights of another party ("the Marks") without the prior written authorization of such other party. Nothing contained in this Agreement is intended as an assignment or grant of any right, title or interest in or to the Marks. The customer warrants that it is the owner or licensed user of the Marks, and has the authority to and does grant Canada Post and its Designated Representative the right to use such Marks as required to perform under this Agreement. Any use by the customer of Canada Post's intellectual property or third-party intellectual property used under licence by Canada Post, including, but not limited to, usage of any Canada Post logos or trade names must be approved in writing in advance by Canada Post.

The customer shall indemnify Canada Post from any and all claims, demands, loss or damage suffered by Canada Post and its Designated Representative as a result of, or in any way connected with the artwork (including Marks) provided by or on behalf of the customer.

3.7 In addition to the indemnity contained in section 8.3.6, the customer shall indemnify Canada Post from any and all claims, demands, loss or damage, direct or indirect, suffered by Canada Post and its Designated Representative as a result of, or in any way connected to the customer's failure to abide by the terms and conditions of this Agreement.

8.3.4 Exclusive Privilege

4.1 The customer acknowledges that Canada Post has, pursuant to and in accordance with the *Canada Post Corporation Act* and Regulations, the sole and exclusive privilege of collecting, transmitting and delivering letters within Canada. Without prejudicing any other rights or remedies Canada Post may otherwise have, the customer agrees that Canada Post may terminate the Agreement if the customer, or any Authorized User of the customer, directly or indirectly contravenes this privilege.

If the Agreement is terminated for contravention of this privilege, then, in addition to any amounts otherwise due, the customer shall pay to Canada Post an amount equal to the difference between the amount paid or payable for all items mailed up to the date of termination and the amount that would have been payable for that volume, at current undiscounted prices, that would have been payable, but for this Agreement.

8.3.5 Criteria for Qualification

5.1 The customer is responsible for ensuring that all Items comply with the requirements set out in this Agreement and, except for Priority Worldwide services, the *Canada Post Corporation Act* and Regulations; and, for international Items, the Universal Postal Union (UPU) requirements and any receiving postal administration or designated operator requirements and the laws of the country of destination, all as may be amended from time to time. Items not complying with these requirements may not be mailed under this Agreement. Canada Post retains the right to refuse to accept any Item that it, at its sole discretion, deems unacceptable.

5.2 All items are subject to pricing verification and correction in accordance with these Terms and Conditions.

5.3 Items presented for mailing to Canada Post may be verified to determine compliance with applicable Terms and Conditions. Items determined not to be compliant may, at the discretion of Canada Post, be:

- a) returned at the customer's expense, to be made compliant by the customer, where possible;
- b) processed and charged at the next or most appropriate Product or Service category, where available;
- c) subject to a surcharge;
- d) refused for mailing;
- e) deemed undeliverable; undeliverable items will be disposed of in accordance with the *Canada Post Corporation Act* and Regulations.

5.4 Canada Post may correct the customer's order documentation if it contains incomplete or incorrect information.

5.5 Canada Post shall not be responsible for meeting any delivery standards, where applicable, for delays arising from the mailing of non-compliant Items.

8.3.6 Surcharges, Peak Periods and Volume Allocations

6.1 Items mailed under this Agreement are subject to all applicable surcharges and fees, including the surcharges and fees described in sections 6.5.1 and 6.7 of the Customer Guide.

6.2 Receiving postal administration or designated operator surcharge:

The customer agrees to reimburse Canada Post for any incremental terminal dues costs such as, but not limited to, bulk mail and remail charges that are applied by the receiving postal administration or designated operator, as specified in the Universal Postal Union Convention.

6.3 Without limiting any of its rights under this Agreement, Canada Post may, upon thirty (30) days' notice (a) stipulate one or more Peak Periods, (b) implement Volume Allocations, Volume Surcharges and/or Peak Surcharges; or (b) modify existing Volume Allocations, Volume Surcharges and/or Peak Surcharges.

6.4 Canada Post may amend the surcharges and fees described in this section 8.3.6 immediately upon notice (except for Peak Surcharges, for which Canada Post will give the notice specified in section 8.3.6.3 above).

6.5 Notwithstanding anything else in this Agreement, Canada Post may deliver notices under this section 8.3.6 by posting them on Canada Post's website at canadapost.ca/notice, canadapost.ca/parcelservices or such other webpage that Canada Post may designate from time to time.

8.3.7 Currency

7.1 Unless expressly noted to the contrary, all monetary amounts are stated and shall be paid in Canadian currency.

8.3.8 Audits

8.1 On request, the customer shall permit Canada Post and its authorized representatives access to its premises and, if applicable, those of Authorized Users and the Mailer, On Behalf of the Customer, during the Term, and for a reasonable period of time after the expiry or earlier termination of this Agreement. The customer agrees to facilitate Canada Post's access, examination and audit of the records, databases and information relating to the Items mailed under this Agreement and the customer's obligations, including, if applicable, those of Authorized Users and the Mailer, On Behalf of the Customer, under this Agreement.

8.3.9 Authorized Users

9.1 All references to the customer include the customer's Authorized Users and any actions taken by an Authorized User are deemed to be the actions of the customer. The designation of Authorized User is subject to the approval of Canada Post. The list of Authorized Users is set out in an appendix to this Agreement.

9.2 The customer may amend the list of Authorized Users upon consent of Canada Post.

9.3 An Authorized User who ceases to be an Affiliate, Subsidiary or a franchisee of the customer will no longer be entitled to mail Items under this Agreement as of the date upon which it ceases to be an Affiliate, Subsidiary or a franchisee of the customer. In the event that an Authorized User ceases to be an Affiliate, Subsidiary or a franchisee of the customer, the customer shall give Notice to Canada Post within thirty (30) calendar days of such change in relationship.

9.4 The customer is responsible for the compliance by each Authorized User with this Agreement. In the event that an Authorized User fails to pay for Products or Services provided under this Agreement, the customer shall pay the amount owing.

8.3.10 Mailers, on Behalf of the Customer

10.1 Canada Post will accept Items mailed by another party on behalf of the customer, provided that the mailing of such Items complies with the Terms and Conditions of this Agreement. The customer shall require a Mailer, on Behalf of the Customer, to abide by the Agreement. The actions taken by the Mailer, on Behalf of the Customer, are deemed to be the actions of the customer.

8.3.11 One-Time On-Demand Pickup or Recurring (Scheduled) Pickup for Third-Parties

11.1 In locations where Canada Post provides One-Time On-Demand Pickup or Recurring (Scheduled) Pickup service, Canada Post agrees to pick up Parcel Services items for delivery from a third party ("Third Party") designated by the customer, provided that the mailing of such items complies with the Terms and Conditions of this Agreement and the customer agrees to pay all charges incurred by the Third Party, including the One-Time On-Demand Pickup or Recurring (Scheduled) Pickup fee and postage for delivery of the items. The customer shall require the Third Party to abide by the Agreement and the actions taken by the Third Party are deemed to be the actions of the customer.

11.2 The customer may terminate the Third-Party Pickup and Delivery service upon thirty (30) calendar day written Notice to Canada Post.

8.3.12 Resale or Interlining

12.1 The customer agrees that any Products and Services purchased under this Agreement are for the customer's own use as an end user or for the use of an Authorized User. Unless otherwise expressly permitted by Canada Post, the customer will not sell or permit the resale of any services or supplies received from Canada Post, nor use the Products and Services offered under this Agreement for the purposes of interlining. Interlining is the process in which a carrier uses another carrier's transportation service in the course of a continuous freight movement.

8.3.13 Assignment

13.1 The customer shall not assign this Agreement without the prior written consent of Canada Post, and any purported assignment without prior consent is void. Canada Post may assign the benefits of this Agreement or make any arrangements that would result in the performance, in whole or in part, of the obligations of Canada Post under this Agreement by a person other than Canada Post.

13.2 If the customer amalgamates, merges or enters into a similar business combination with any other entity, including, without limitation, by means of (a) acquisition of all or substantially all of the assets of another entity; or (b) the sale of all or substantially all of the assets to another party, then, for the purpose of this Agreement, such amalgamation, merger or combination will be deemed to be an assignment requiring the prior written consent of Canada Post.

8.3.14 Entire Agreement and Alterations

14.1 All references to this Agreement shall be deemed to include:

- a) the Agreement Activation Form(s);
- b) these General Terms and Conditions;
- c) this Customer Guide;
- d) the applicable Price Sheet(s);
- e) the Credit Application Form, if applicable;
- f) the *Canada Postal Guide*;
- g) any appendices and any documents referenced therein;
- h) all as may be amended from time to time.

14.2 Without limiting the generality of the above, in the event of any inconsistency between this Agreement and any document other than the *Canada Post Corporation Act* or its Regulations, the terms of this Agreement shall prevail and be interpreted in the order of priority listed above.

14.3 No representations, warranties, negotiations or conditions, either verbal or written, will bind the parties except as expressly set out in this Agreement. Except as set out in section 8.3.15 "Waiver," no agent or representative of either party to this Agreement has authority to alter the provisions of this Agreement, and any such purported alteration shall not be binding.

8.3.15 Waiver

15.1 Except as specifically stated in this Agreement, no waiver or amendment of this Agreement shall be binding unless executed in writing by the appropriate party's authorized representative. No waiver of any provision of this Agreement shall constitute a continuing waiver, unless otherwise expressly provided. Acceptance of Items for mailing shall not constitute a waiver by Canada Post of the customer's obligations under this Agreement.

8.3.16 Amendments

16.1 Canada Post reserves the right to modify, discontinue Products or Services, or otherwise amend this Agreement, including prices, by giving the customer thirty (30) calendar days' written Notice as specified in this Agreement.

16.2 Canada Post reserves the right to amend the *Canada Postal Guide* without Notice to the customer.

8.3.17 Survival

17.1 The termination or expiry of this Agreement will not affect the survival and enforceability of any provision of this Agreement that is expressly or implicitly intended to remain in force after such termination or expiry.

8.3.18 Severability

18.1 If any part of the Agreement is unenforceable or invalid for any reason whatsoever, such part shall be severable from the remainder of the Agreement, and its unenforceability or invalidity shall not affect the enforceability or validity of the remaining parts of the Agreement.

8.3.19 Governing Law

19.1 This Agreement is made subject to and in accordance with the *Canada Post Corporation Act* (the "Act"), R.S.C. 1985, c. C-10, as amended from time to time, and any of the Regulations, which are or may be from time to time made under the Act.

19.2 If the customer's address is not in a Canadian province or territory, this Agreement shall be governed by, and interpreted under, the laws in force in the province of Ontario, Canada. The forum for any legal proceedings shall be the province of Ontario, Canada.

8.3.20 Excusable Delay

20.1 Except for the customer's payment obligations, neither party shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under the Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, epidemics, labour disruptions, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment if applicable, delays caused by customs authorities, provided that the party experiencing such circumstances immediately notifies the other party in writing of the circumstances and minimizes, to the extent reasonably practicable, the impact of such circumstances on the performance of the obligations under the Agreement.

8.3.21 Limitation of Liability

21.1 Canada Post reserves the right to independently review and verify any and all claims made by the customer arising from missed delivery and/or service commitments.

21.2 Except as specified below, Canada Post shall not be responsible for any direct, indirect, general, special or consequential damages whatsoever arising out of this Agreement.

21.3 Availability of Liability Coverage:

a) Each shipment mailed using any one of the following services:

Within Canada (excludes Literature for the Blind)

- Priority™;
- Xpresspost™ (excluding Xpresspost Certified);
- Expedited Parcel™;
- Regular Parcel™ (excluding Library materials).

These services (except for Regular Parcel) include Liability Coverage against loss or damage of up to \$100. Additional Liability Coverage may be purchased in increments of \$100 up to \$5,000 for shipments within Canada. With the exception of the Priority service that offers the Signature option at no extra charge, the purchase of the Signature option is mandatory for additional Liability Coverage with the Xpresspost and Expedited Parcel services. With the Regular Parcel service, the Signature option is mandatory when you purchase any Liability Coverage of \$200 or more.

Reissuing fees (passport fees, duplicate passport photo cost, immigration visa fees, driver's licence fees, birth certificate fees, financial instrument cancellation fees, airline tickets reissuing fees and additional postage fees) are covered under these maximums. All options must be selected at the time of shipping to ensure they are properly captured and linked to the unique tracking number.

b) Each shipment mailed using any one of the following services:

U.S. and Other International Destinations

- Xpresspost™ – USA;
- Xpresspost – International;
- Expedited Parcel™ – USA;
- International Parcel – Air and International Parcel – Surface;
- Tracked Packet™ – USA and Tracked Packet – International.

Includes Liability Coverage against loss or damage of up to \$100. Additional Liability Coverage may be purchased in the amount up to \$1,000 for U.S. and international shipments, except for Tracked Packet – USA items and Tracked Packet – International items.

Note: Liability Coverage is not available for Small Packet™ – USA and Small Packet – International.

Reissuing fees (passport fees, duplicate passport photo cost, immigration visa fees, driver's licence fees, birth certificate fees, financial instrument cancellation fees, airline tickets reissuing fees and additional postage fees) are covered under these maximums. All options must be selected at the time of shipping to ensure they are properly captured and linked to the unique tracking number.

- c) Canada Post shall have no liability for loss of an Item where there is no scan recorded on the individual Item or evidence of the Item being, or having been, in the course of post. A scan that includes the term "shipment" signifies that the shipping document (or manifest) was scanned and does not indicate a scan recorded on the individual item.
- d) Some exceptions and conditions apply. The availability and limits of the Liability Coverage may vary on a number of factors, including the country of destination, the service used and the nature of the Item being shipped.

21.4 Exclusions and Restrictions on Certain Items

Notwithstanding anything to the contrary and regardless of whether other Items were included in the shipment:

- a) Canada Post shall have no liability for loss or damage of shipments containing:
- bank notes or coins, with the exception of collectors bank notes and collectors coins specified in 8.3.21.4 b) below;
 - stocks;
 - bonds;
 - negotiable premium coupons, or other securities or other instruments, whether financial or legal, that are negotiable by the bearer, coupons (excluding gift certificates);
 - lottery tickets;
 - trading stamps;
 - travellers' cheques;
 - liquid and dry patient specimens including biological specimens;
 - cremated remains;
 - organs;
 - animals; or
 - any unacceptable Item as defined by the *Non-mailable Matter Regulations*, as amended from time to time (for more details, visit canadapost.ca/nonmailable).
- b) The maximum amount payable by Canada Post is:
- i) \$500 for shipments containing:
- collectors coins that are shipped directly from a retailer and are accompanied by an order confirmation from the retailer;
 - jewellery;
 - manufactured and non-manufactured precious stones and metals; or
 - cancelled or uncanceled postage stamps.

ii) \$100 for shipments containing:

- collectors bank notes that are shipped directly from a retailer and are accompanied by an order confirmation from the retailer;
- gift certificates;
- gift cards; or
- phone cards.

- c) Canada Post shall have no liability for damage of shipments containing Fragile Items. Fragile Items include but are not limited to ceramic, glass, porcelain, mirrors, crystal, pottery, china, perishable items or items requiring refrigeration or temperature-controlled transportation.
- d) Canada Post shall have no liability for damage of shipments containing Electronic Goods that are shipped in any packaging other than:
- the manufacturer's original packaging, which is undamaged and has retained its intended shape and strength;
 - packaging that abides by Canada Post's packaging guidelines (refer to ABCs of Mailing of the *Canada Postal Guide* at canadapost.ca/postalguide for more details on packaging guidelines); or
 - Canada Post's packaging for the shipment of electronics, including, but not limited to tablets and smartphones.
- e) Canada Post shall have no liability for loss of data stored on any type of storage medium, device or vehicle, whether or not contained within an Electronic Good; Canada Post's liability will be limited to the replacement cost of the storage medium, device or vehicle and not the value of its content.
- f) Canada Post shall not be held responsible by the customer and the customer waives all right of action against Canada Post for any loss or damage arising from, or in connection with, Canada Post's acceptance of a monetary instrument for or on behalf of the customer that is for any reason dishonoured by the issuer thereof.

21.5 Obligation to Repair, Replace or Pay Indemnity

Canada Post may, at its option, replace or repair the shipment or Item lost or damaged, or may pay the customer an indemnity as described herein.

21.6 Payment of Indemnity

If Canada Post elects to pay the customer an indemnity, Canada Post's liability is limited to paying the customer an amount equal to:

- a) the lesser of:
- i) the actual value (either the sender's cost, retail cost, repair cost, depreciated value or replacement value deemed appropriate by Canada Post); or
 - ii) the amount of liability coverage purchased at the time of shipment less any compensation received by the claimant from any other source; plus
- b) shipping charges; these include base shipping fees, cubing adjustments, credit for overdeclared weight where detected and a fuel surcharge; shipping charges exclude charges for options (Signature, Signature Hard Copy, Proof of Age, Liability Coverage, Collect on Delivery [COD] and Pickup Services).

No payment will be made for any expense incurred by the sender or the addressee in submitting a claim for a payment. No interest is payable on any claim payment.

When no coverage was included or purchased and Canada Post is liable for the loss or the damage, the postage fee will be refunded. The value of the Item must be declared on the shipping documentation. All indemnity payments will be made to the sender of the Item. If a lost shipment is subsequently found after a claim has been paid, then the sender or the addressee may take delivery of the shipment, provided that Canada Post is repaid for the indemnity, and the shipment is picked up within three months from the date that Canada Post sends Notice that the shipment has been found. Canada Post reserves the right, at its sole discretion, to retain any damaged item if the indemnity is paid in full.

21.7 Blanket Exclusion From Liability

No claim shall be paid for a shipment where:

- a) Canada Post shall have no liability for loss or damage of a consequential, remote or indirect nature arising from, or in any way connected with Canada Post's failure to deliver or failure to deliver time-sensitive mailings on time. Such loss or damage shall expressly include, but shall not be limited to loss or damage arising from the mailing of tenders, proposals, court documents, or solicitations of any kind.
- b) Canada Post shall have no liability for loss, delay or damage of Items mailed to destinations outside of Canada containing prescription or non-prescription drugs, or other Items that may be subject to export or import prohibition or restriction.
- c) No claim shall be paid for a shipment where:
 - i) it is sent using a Canada Post service where coverage is neither included nor purchased (except for the refund of postage per section 21.6);
 - ii) in the case of Collect on Delivery (COD) shipments, the service was used for the collection of funds owed on a previous account;
 - iii) a common carrier would have been exempt from legal liability;
 - iv) the shipment was lost or damaged due to events not reasonably foreseeable or controllable;
 - v) the shipment was of a commercial nature and was not requested;
 - vi) the claim is a result of the customer's failure to comply with the requirements applicable to the service selected, including items that do not fall within our product specifications and/or not adequately packaged to ensure safe transit through our network;
 - vii) the loss or damage was in respect of a shipment that contained an Item excluded from coverage;
 - viii) the loss or damage was wholly or partially the fault of the sender;
 - ix) the injury or damage was not a direct result of the loss, damage, delay, non-delivery or misdelivery of any mail;
 - x) the shipment was delivered without any complaint or evidence of loss or damage, or insufficient evidence of loss or damage was produced; or
 - xi) the addressee or sender fails to co-operate with Canada Post's investigation.

21.8 Time to Submit a Claim for Loss or Damage

A loss or damage claim must be submitted within ninety (90) calendar days of the shipping date for domestic shipments, or six (6) months of the shipping date for international shipments. Canada Post is not obligated to act on any claim until all applicable shipping charges have been paid. The first claim must be made under any insurance or other source for compensation obtained elsewhere. Canada Post is not liable to the insurer.

21.9 Making a Claim for Loss or Damage

To initiate a claim, the customer must contact the Customer Relationship Network at 1-866-607-6301 or initiate a claim online at canadapost.ca/support. The customer must provide reasonable particulars in support of a claim, including the following documentation:

- a) proof of mailing showing coverage;
- b) proof of postage and, if applicable, additional Liability Coverage obtained and paid;
- c) proof of value (documentation acceptable to Canada Post showing proof of the sender's value, either the sender's cost, retail cost, repair cost, depreciated value or replacement value as deemed appropriate by Canada Post);
- d) any non-recoverable provincial sales tax.

For claims relating to damaged shipments, upon request, the customer or addressee must make the shipment available for inspection by

Canada Post. Canada Post will deny a claim for insufficient proof or for failure by an addressee or sender to co-operate with Canada Post's investigation.

21.10 On-Time Delivery Guarantee – Claims for Delay

For those services with an On-Time Delivery Guarantee against published delivery standards, Canada Post's liability for delay is limited to the equivalent replacement service or the credit of shipping charges. Shipping charges would include the base shipping fees, cubing adjustments, credit for over-declared weight where detected and a fuel surcharge, but would exclude charges for options (Signature, Signature Hard Copy, Proof of Age, Liability Coverage, Collect on Delivery [COD] and Pickup Services).

The On-Time Delivery Guarantee for all services may be cancelled, suspended or modified by Canada Post at any time without prior notice. Without limiting the generality of the foregoing, Canada Post reserves the right to cancel the On-Time Delivery Guarantee without notice in the event that a customer repeatedly fails to meet shipping documentation requirements.

Under the On-Time Delivery Guarantee for Priority, Xpresspost and Expedited Parcel within Canada, a claim for delay may only be submitted and will only be paid if, during a Peak Period, an item sent by one of these three services is delivered two or more business days after the published delivery standards. The start and end dates for a Peak Period will be posted to canadapost.ca/notice when available.

The guarantee is voided when customers are non-compliant with our specifications and requirements including but not limited to barcode label quality and incomplete or incorrect addressing data, shipments that require special handling, such as items that are non-standard in size, dimension or packaging including cylindrical mailing tubes, oversized or unpackaged items (see sections 6.1 Maximum and minimum sizes and weights and 6.5 Shipping charges and weight). The guarantee will be voided for Xpresspost – USA and Xpresspost – International when the shipping label is incomplete or illegible. Failure to comply may result in the item being returned to the sender for proper completion or could result in delays, non-delivery, voided delivery guarantees, if applicable, fines and customs seizure at the international destination. If your item bears a tracking number that was used on a previous shipment, the item will be returned to the sender.

The guarantee is based on the service provided from the time of pickup or acceptance of the Item by Canada Post to the time the delivery was first attempted. The guarantee does not apply in the case of delay or non-delivery caused by an event beyond the control of Canada Post, including, but not limited to, inclement weather, acts of God, epidemics, acts of terrorism, acts of war, flight delays or cancellations, riots, strikes, Customs or other regulatory authorities, or the act or default of the customer. A claim for delay must be initiated by calling Canada Post's Customer Relationship Network at 1-866-607-6301 or by creating an online service ticket at canadapost.ca/parcelsupport within thirty (30) Business Days from the delivery standard date according to the latest published Canada Post delivery standards. The customer may be required to provide proof of the acceptance of the Item by Canada Post. Canada Post is the sole source of performance data for making calculations for payment. Refer to this Customer Guide, or visit canadapost.ca/deliverystandards for details on Delivery Standards.

The On-Time Delivery Guarantee for the Xpresspost and Expedited Parcel services does not apply when shipping items from or to Air Stage offices. The Priority service is not available for shipping items from or to Air Stage offices.

Refer to Priority Worldwide Service Terms and Conditions at canadapost.ca/priorityworldwide/terms for details and limitations on the Priority Worldwide Money-Back Guarantee.

8.3.22 Termination

22.1 Either party may terminate this Agreement at any time, without cause, by giving thirty (30) calendar days' written Notice to the other.

22.2 Either party may immediately terminate this Agreement upon written Notice to the other party if at any time during the Term:

- a) either party ceases to carry on business or makes a sale in bulk of all or substantially all of its assets; or
- b) either party becomes insolvent or bankrupt, or files any proposal or makes any assignment for the benefit of creditors; or
- c) a receiver, trustee or other person with like powers is appointed to handle the affairs or property of either party; or
- d) an order is made for the winding-up or liquidation of either party; or
- e) either party continues to be in default of any of its obligations after being provided thirty (30) calendar days' Notice of the default.

22.3 Should the customer fail to purchase Products and Services under this Agreement for a period of more than twelve (12) consecutive months, Canada Post may terminate the Agreement or amend the list of Authorized Users without notice.

22.4 Termination of this Agreement shall be without prejudice to any rights of the customer or Canada Post that have accrued prior to the date of termination.

22.5 Neither party shall have a right to damages as a result of termination of this Agreement.

8.3.23 Notices

23.1 Any Notice given by either party shall be in writing and delivered personally, by Registered Mail™, by Priority™, by Xpresspost™ or by Expedited Parcel™. Alternatively, for Notices (a) under section 8.3.6 of this Customer Guide and/or (b) relating to Amendments to the Agreement, Canada Post may provide the Notice via email to the customer or by posting the Notice at canadapost.ca/notice, canadapost.ca/parcelservices or such other webpage that Canada Post may designate from time to time.

Notices to Canada Post shall be sent to:

CUSTOMER DATA MANAGEMENT
CANADA POST CORPORATION
2701 RIVERSIDE DR SUITE B0230
OTTAWA ON K1A 0B1

Notices to the customer shall be sent to the customer's prime contact at the mailing or email address set out in the Agreement Activation Form.

23.2 Notices delivered personally shall be deemed received at the time of delivery. Notices sent by Registered Mail shall be deemed received on the fourth Business Day following the date of mailing. Notices sent by Priority or Xpresspost shall be deemed received on the second Business Day following the date of mailing. Notices sent by Expedited Parcel shall be deemed received on the seventh Business Day following the date of mailing. Weekend and statutory holiday mailings will count as originating on the following Business Day.

23.3 Either party may change its address by giving Notice to the other party.

23.4 The customer agrees that Canada Post may update the customer's address information obtained from any source, including any Mail Forwarding form submitted to Canada Post, for the purpose of contacting the customer with respect to this Agreement.

8.3.24 Confidentiality

24.1 Definition of "Confidential Information": Means all information, whether disclosed in written, oral or visual form, which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information or circumstances of disclosure, as being confidential. Confidential Information includes, but is not limited to, customer lists, including Personal Information under the *Privacy Act*, as amended, information relating to the research, development, technology, shipping and tracking data, pricing, finances, marketing or business plans and general affairs of the other party or any subsidiary of such other party.

24.2 For certainty, all shipping information such as tracking and billing data, that Canada Post makes available to customers through its various web applications and other electronic communications (including, but not limited to, Intelligence 360, invoice data files and Automated Parcel Tracking) is proprietary to Canada Post and Confidential Information. This Confidential Information is for the exclusive use of the Customer and may not be shared with a third party for any purpose whatsoever. Any such unauthorized disclosure is a breach of the Agreement.

24.3 Each party to this Agreement (the "Receiving Party") agrees to hold all Confidential Information of the other party (the "Disclosing Party") in confidence and not use any Confidential Information other than permitted by this Agreement. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party, other than to those employees, agents, subcontractors or representatives of the Receiving Party who have a need to know such Confidential Information for the purposes contemplated in this Agreement.

24.4 Section 24.3 will not apply to any information which:

- a) is publicly available;
- b) is independently developed by the Receiving Party;
- c) is known by the Receiving Party without restriction on disclosure prior to its initial disclosure by the Disclosing Party;
- d) is lawfully received from a third party on a non-confidential basis; or
- e) is required to be disclosed by government or court order or other legal process, provided that the Receiving Party will promptly notify the disclosing Party of such requirement and will take reasonable steps to permit the Disclosing Party to prevent or limit such disclosure.

24.5 Confidential Information also does not include such observations and general knowledge of consumer and business trends in the purchase and sale of goods and services as a party to this Agreement may learn in providing or receiving any product or service under this Agreement and uses in the development and sale of new products and services.

24.6 The Confidential Information shall be maintained by the Receiving Party in the same manner as the Receiving Party keeps its own Confidential Information of a similar nature and in any event shall be kept in accordance with the same care as a reasonable and prudent person would care for such Information.

24.7 Canada Post has policies and procedures in place to protect the Confidential Information and Personal Information, as defined in the *Privacy Act* that it handles. Canada Post is subject to the federal *Privacy Act* and the *Canada Post Corporation Act*. Any third parties who are involved in handling Confidential Information on behalf of Canada Post are required to agree to appropriate contractual provisions.

24.8 Upon execution of the Agreement, any confidentiality obligations set out in any other agreement, relating in any way to parcel services, entered into by the parties shall be subject to these General Terms and Conditions, including, without limitation, the limitation of liability in section 8.3.21. In the event of any conflict or inconsistency between the terms and conditions of such agreement and these General Terms and Conditions, these General Terms and Conditions shall prevail to the extent of the conflict or inconsistency.

8.3.25 Language

25.1 It is the express wish of the parties that this Agreement, as well as all related documents, be written in the English language. *Les parties ont demandé expressément que la présente et tout document afférent soient rédigés en anglais.*

8.4 Terms and Conditions for Priority Worldwide Service

The General Terms and Conditions located in section 8.3 in the current *Parcel Services Customer Guide* do not apply to Priority Worldwide service. The Priority Worldwide service Terms and Conditions are not subject to, and do not incorporate by reference, any other Terms or Conditions except as specified therein. The Priority Worldwide Service Terms and Conditions are available at canadapost.ca/priorityworldwide/terms. Please note that all amendments to the Priority Worldwide Service Guide will be posted on the Canada Post website (canadapost.ca) and will be deemed received upon posting.