

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. 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. 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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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. 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 “COD Amount” means the amount to be collected on behalf of the shipper, by Canada Post, from the addressee or the addressee’s representative, as specified by the shipper on the Collect on Delivery form/ shipping label.

1.8 “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/elinkprogram.

1.9 “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.

1.10 “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.

1.11 “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.

1.12 “Fragile Items” means items of an inherently fragile nature, including but not limited to, vinyl records, glass, framed glass, mirrors, crystal, ceramics, pottery, porcelain, and china.

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

1.14 “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.

1.15 “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.

1.16 “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.

1.17 “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.

1.18 “Products and Services” means any of the Products and Services 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.

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

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

1.21 “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.

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

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

1.24 “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.

1.25 “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.

1.26 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 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 and Claims

21.1 Types of Claims

There are four (4) types of customer claims under this Agreement:

- **Loss claims** – Claims made by the customer for Items that are lost by Canada Post. Only Items for which Liability Coverage is included or purchased may be eligible for loss claims (other than the reimbursement of shipping charges).
- **Damage claims** – Claims made by the customer for Items that are damaged by Canada Post. For certainty, Items delivered with missing content due to Canada Post's processing or handling (provided that Canada Post's packaging requirements are complied with by the shipper), are considered to be damaged. Only Items for which Liability Coverage is included or purchased may be eligible for damage claims (other than the reimbursement of shipping charges).
- **COD service failure claims** – Claims made by the customer for COD Items (i.e., shipments for which the COD option is purchased) that have been delivered, but for which COD funds have not been submitted to the customer by Canada Post. Only Items for which Liability Coverage is included or purchased may be eligible for COD service failure claims (other than the reimbursement of shipping charges).
- **Delay claims** – Claims made by the customer for delayed delivery of Items. Only Items shipped using a service having an On-Time Delivery Guarantee against published delivery standards may be eligible for delay claims.

No shipment is eligible for more than one (1) claim. Without limiting the foregoing, only one (1) type of claim may be made for a shipment, as between claims for loss, damage, COD service failure, and delay.

Exclusions and conditions apply. Canada Post is not responsible for payment of any loss, damage, COD service failure or delay claim that does not satisfy the requirements of section 8.3.21 (Limitation of Liability and Claims).

21.2 Limitation of Liability

Except as otherwise explicitly specified in section 8.3.21 (Limitation of Liability and Claims), Canada Post shall not be responsible for any direct, indirect, general, special, incidental or consequential damages whatsoever arising out of this Agreement, regardless of whether arising under contract, tort (including without limitation, negligence and/or gross negligence) or any other legal theory, even if Canada Post is expressly advised of the possibility of such damages. Without limiting the foregoing:

- a) Canada Post's only liability arising out of this Agreement is for loss claims, damage claims, COD service failure claims, and delay claims made in accordance with, and eligible for payment under, section 8.3.21 (Limitation of Liability and Claims). A brief description of each type of claim is set out in section 8.3.21.1 (Types of Claims). Canada Post's only liability for any such claims is as explicitly set out in sections 8.3.21.5 (Obligation to Repair, Replace, or Pay a Claim for Lost or Damaged Items), 8.3.21.6 (Payment for Loss, Damage and COD Service Failure Claims), 8.3.21.10.2 (Obligation to Provide Replacement Service or Pay a Claim for Delayed Items), and/or 8.3.21.10.3 (Delay Claims Payments), as applicable; and
- b) Canada Post shall have no liability whatsoever for any 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 delay in delivering time-sensitive mailings on time. Such loss or damage shall expressly include without limitation, loss or damage arising from the mailing of tenders, proposals, court documents, or solicitations of any kind.

This limitation of liability applies to the fullest extent permitted by law.

21.3 Availability of Liability Coverage – Loss, Damage and COD Service Failure Claims

Liability Coverage (plus applicable shipping charges) sets out the maximum amount payable by Canada Post for loss claims, damage claims, and COD service failure claims. Exceptions and conditions apply. Refer to sections 8.3.21.4 (Exclusions and Restrictions on Claims), 8.3.21.5 (Obligation to Repair, Replace, or Pay a Claim for Lost or Damaged Items) and 8.3.21.6 (Payment for Loss, Damage and COD Service Failure Claims) for further details.

a) Parcel Services – Canada. Most shipments mailed and delivered within Canada (excluding Literature for the Blind) using any one of the following services:

- Priority™;
- Xpresspost™ (excluding Xpresspost Certified);
- Expedited Parcel™;
- Regular Parcel™ (excluding Library materials); or
- Prepaid products (excluding Xpresspost Certified),

include Liability Coverage of up to \$100, except for Regular Parcel. For certainty, Liability Coverage is not offered for Xpresspost Certified, regardless of whether it is ordered as a prepaid product. Notwithstanding anything to the contrary: (i) the first \$100 of Liability Coverage must be purchased for the Regular Parcel service, and (ii) Prepaid products do not offer the COD option.

Additional Liability Coverage may be purchased in increments of \$100 up to \$5,000 for most items shipped within Canada using the services listed above. Except for the Priority service, which offers the Signature option at no extra charge, purchase of the Signature option is mandatory when purchasing additional Liability Coverage of \$200 or more.

b) Parcel Services – U.S. and Other International Destinations. Most shipments mailed using any one of the following services:

- Xpresspost™ – USA;
- Expedited Parcel™ – USA;
- Tracked Packet™ – USA;
- Xpresspost™ – International;
- Tracked Packet™ – International;
- International Parcel – Air; or
- International Parcel – Surface,

include Liability Coverage of up to \$100. Additional Liability Coverage may be purchased in increments of \$100 up to \$1,000 for most U.S. and international shipments, except for Tracked Packet™ – USA and Tracked Packet™ – International.

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

c) All options (including without limitation, additional Liability Coverage, Signature, and COD) must be selected at the time of shipping to ensure they are properly captured and linked to the unique tracking number. Canada Post will not refund the shipper for excess Liability Coverage purchased. Additional Liability Coverage purchased does not apply to any returns, including without limitation, Return to Sender and return solutions/parcel return labels.

Only the following reissuing fees are covered under available Liability Coverage for loss and damage claims: 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.

Exclusions and conditions apply. The availability and limits of Liability Coverage may vary based on a number of factors, including without limitation, destination country, service used, nature of the Item being shipped, and compliance with this Agreement.

21.4 Exclusions and Restrictions on Claims

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

- a) Shipments containing any of the following items are not eligible for any loss, damage, or COD service failure claims:
- 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;
 - loyalty cards;
 - travellers' cheques;
 - liquid and dry patient specimens, including without limitation, biological specimens;
 - cremated remains;
 - organs;
 - living organisms, including without limitation, plants and 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 per claim amount payable by Canada Post for loss, damage, and COD service failure claims is limited to:
- 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;
 - cancelled or uncanceled postage stamps; or
 - any item that is not otherwise specified in section 8.3.21.4 (Exclusions and Restrictions on Claims) and derives its value primarily from its uniqueness, limited quantity or availability, or from being a collectible, including but not limited to trading cards, memorabilia, comic books, autographed items, antiques and art.
- 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) Shipments containing any of the following are not eligible for damage claims:
- Fragile Items;
 - perishable items;
 - temperature-sensitive items; or
 - items requiring refrigeration or temperature-controlled transport.
- d) Shipments containing Electronic Goods are not eligible for damage claims if they 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 the ABCs of Mailing portion 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) Any loss or damage claims made in relation to any type of data storage medium, device or vehicle, regardless of whether or not contained within an Electronic Good, are limited to the replacement cost of the data storage medium, device or vehicle, and not the value of its content. Without limiting the foregoing, Canada Post is not responsible for the loss of data stored on any type of storage medium, device or vehicle, regardless of whether or not contained within an Electronic Good.
- f) Shipments 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 are not eligible for any claims for loss, damage, or delay.
- g) Items shipped in packaging that does not abide by Canada Post's packaging guidelines are not eligible for any claims for loss, damage, or delay. Refer to the ABCs of Mailing portion of the *Canada Postal Guide* at canadapost.ca/postalguide for more details on packaging guidelines.
- h) Canada Post is not responsible for any monetary instrument accepted by Canada Post for or on behalf of the customer that is for any reason dishonoured by the issuer thereof. Without limiting the foregoing, the customer is solely responsible for the method of payment tendered by the addressee to Canada Post for COD Items.
- i) No Item is eligible for a COD service failure claim if:
- (i) the COD service was used for the collection of funds owed on a previous transaction, or
 - (ii) the COD amount exceeds the actual value of the item shipped.
- j) No Item is eligible for any claim for loss, damage, COD service failure, or delay if any of the following apply:
- a common carrier would have been exempt from legal liability;
 - the loss, damage, COD service failure, or delay (as applicable) is not the fault of Canada Post;
 - the Item is lost, damaged, delayed, or experiences a COD service failure due to events not reasonably foreseeable or controllable by Canada Post;
 - the Item is delivered without complaint or evidence of loss, damage, COD service failure, or delay (as applicable), or if insufficient evidence is produced;
 - no scan is recorded on the Item or there is no evidence of the Item being, or having been, in the course of post. A scan that includes the term "shipment" only signifies that the shipping document (or manifest) was scanned and does not indicate a scan recorded on the individual Item;
 - the addressee or sender fails to co-operate with Canada Post's investigation;
 - the Item is of a commercial nature and was not requested by the addressee;
 - the claim is a result of the customer's failure to comply with the requirements applicable to the service selected, including without limitation, shipping items that do not fall within our product specifications and/or are not adequately packaged to ensure safe transit through our network;
 - the claim is for a shipment, or an item contained in a shipment, that is excluded from Liability Coverage or otherwise not eligible for the type of claim made;
 - the loss, damage, delay, or COD service failure was wholly or partially the fault of the sender;
 - the amount claimed is not a direct result of the loss, damage, delay, or COD service failure of the Item;
 - the Item or claim does not comply with all requirements set out in section 8.3.21 (Limitation of Liability and Claims); or
 - the claim is for: (i) a prohibited item or shipment containing a prohibited item, or (ii) a restricted item or shipment containing a restricted item, for which Canada Post's special restrictions and requirements have not been met. See section 6.2.2 (Prohibited and restricted items), the Non-mailable Matter portion of the *Canada Postal Guide*, and the ABCs of Mailing portion of the

Canada Postal Guide for more details on prohibited and restricted items. The *Canada Postal Guide* can be found at canadapost.ca/postalguide.

- k) No Item is eligible for more than one (1) claim. Without limiting the foregoing, only one (1) type of claim may be made, as between claims for loss, damage, COD service failure, and delay.

21.5 Obligation to Repair, Replace, or Pay a Claim for Lost or Damaged Items

For valid loss and damage claims, Canada Post may, in its sole discretion:

- i) replace or repair the shipment or Item lost or damaged, or
- ii) make a claims payment to the customer for the lost or damaged shipment or Item in accordance with section 8.3.21.6(a) (Loss and Damage Claims Payments).

21.6 Payment for Loss, Damage and COD Service Failure Claims

- a) **Loss and Damage Claims Payments.** Every claims payment made by Canada Post for loss or damage of an Item for which Liability Coverage was included or purchased is limited to an amount equal to:

- i) the lesser of:
 - the amount of Liability Coverage included or purchased at the time of shipment;
 - the maximum per claim amount payable under section 8.3.21.4(b) (if applicable); or
 - the actual value of the lost or damaged item shipped. The actual value will equal the sender's cost, retail cost, repair cost, depreciated value, or replacement value, as deemed appropriate by Canada Post in its sole discretion,
- ii) less any compensation received by the claimant from any other source,
- iii) plus shipping charges for the Item. Shipping charges consist of the base price, fuel surcharge, and base price adjustments (see section 6.5.1 (Base price of your item) for details), if any. Shipping charges exclude all fees for options (i.e., Signature, Signature Hard Copy, Proof of Age, additional Liability Coverage, COD, Pickup Services, and any other options set out in the Customer Guide), surcharges (other than the fuel surcharge), and any other charges set out in the Customer Guide.

Every claims payment made by Canada Post for loss or damage of an Item for which Liability Coverage was not included or purchased is limited to an amount equal to the Item's shipping charges (see section 8.3.21.6(a)(iii) for a description of shipping charges).

No amount will be paid for the loss or damage of any Item, other than what is explicitly set out above.

If a lost Item is found after a claims payment has been made, then the sender or the addressee may take delivery of the Item, provided that Canada Post is repaid for the claims payment and the Item is picked up within three (3) months from the date Canada Post sends Notice that the Item has been found. Canada Post reserves the right, in its sole discretion, to retain any damaged Item if the claims payment is paid in full.

- b) **COD Service Failure Claims Payments.** Every COD service failure claims payment made by Canada Post for an Item for which Liability Coverage was included or purchased is limited to an amount equal to:

- i) the lesser of:
 - the COD amount;
 - the amount of Liability Coverage included or purchased at the time of shipment; or
 - the maximum per claim amount payable under section 8.3.21.4(b) (if applicable),

- ii) less any compensation received by the claimant from any other source.

Every COD service failure claims payment made by Canada Post for an Item for which Liability Coverage was not included or purchased is limited to an amount equal to the Item's shipping charges (see section 8.3.21.6(a)(iii) for a description of shipping charges).

No amount will be paid for any COD service failure other than what is explicitly set out above.

If COD funds are transmitted to the sender of the COD Item after a claims payment has been made, then Canada Post will invoice the sender for the amount of the claims payment.

- c) **General.** Without limiting sections 8.3.21.6(a) (Loss and Damage Claims Payments) or 8.3.21.6(b) (COD Service Failure Claims Payments), 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 claims payment. The value of the Item must be declared on the shipping documentation. No claims payment will be made where otherwise excluded or restricted under section 8.3.21 (Limitation of Liability & Claims). All claims payments will be made to the sender of the Item.

21.7 Time to Submit a Claim for Loss, Damage or COD Service Failure

Any claim for loss or damage must be submitted to Canada Post within ninety (90) calendar days of the shipping date for domestic shipments, or six (6) months of the shipping date for international shipments. Any claim for COD service failure must be submitted to Canada Post within one hundred and twenty (120) calendar days of the shipping date.

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.

21.8 Making a Claim for Loss, Damage or COD Service Failure

To initiate a claim for loss, damage, or COD service failure, 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 the claim, including the following documentation:

- a) proof of mailing showing Liability Coverage;
- b) proof of postage;
- c) proof of additional Liability Coverage obtained and paid, if applicable;
- d) proof of COD fee paid and COD amount (applicable only to COD service failure claims);
- e) proof of value (i.e., documentation acceptable to Canada Post showing proof of the sender's value of the lost or damaged item, such value being the sender's cost, retail cost, repair cost, depreciated value, or replacement value, as deemed appropriate by Canada Post in its sole discretion);
- f) any non-recoverable provincial sales tax; and
- g) such other documentation as requested by Canada Post.

21.9 Right to Verify Claims

Canada Post reserves the right to independently review and verify any and all claims. For damage claims, upon Canada Post's request, the sender or addressee must make the shipment available for inspection by Canada Post.

Canada Post will deny any 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

21.10.1 On-Time Delivery Guarantee. Only those services with an On-Time Delivery Guarantee against published delivery standards may be eligible for delay claims. Refer to the Customer Guide for which services include the On-Time Delivery Guarantee as a feature. Refer to the Customer Guide or visit canadapost.ca/deliverystandards for details on delivery standards.

The On-Time Delivery Guarantee is based on the service provided, from the time of acceptance of the Item by Canada Post (as evidenced by the Item's first physical item level scan) to the time delivery was first attempted. Notwithstanding anything to the contrary, manifest scans do not signify acceptance of any Item for the purpose of the guarantee. Deposits on days other than Business Days are deemed to be accepted on the next Business Day. Items deposited after the last collection time specified on the street letter box or after the cut off time of the postal facility approved by Canada Post are deemed to be deposited on the next Business Day. Visit canadapost.ca/parcelservices/cutofftimes for the list of our facilities and their respective cut-off times. These times are subject to change without notice.

Under the On-Time Delivery Guarantee for Priority, Xpresspost and Expedited Parcel shipments within Canada, a claim for delay may only be submitted and will only be paid if, during a Peak Period, the Item is sent by one of these three services and 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 On-Time Delivery Guarantee does not apply to Xpresspost and Expedited Parcel, when shipping items from or to Air Stage offices. The Priority service is not available for shipping items from or to Air Stage offices. The On-Time Delivery Guarantee does not apply to Regular Parcel, Package Redirection, and Return to Sender items. The On-Time Delivery Guarantee does not apply if otherwise excluded or restricted under section 8.3.21.4 (Exclusions and Restrictions on Claims) or elsewhere in the Customer Guide.

The On-Time Delivery Guarantee is void if the shipping label is incomplete or illegible, or if the customer is non-compliant with our specifications or requirements, including but not limited to barcode label quality or incomplete or incorrect addressing data. The On-Time Delivery Guarantee is void for shipments that require special handling, such as items that are non-standard in size, dimension or packaging, including but not limited to cylindrical mailing tubes, oversized items, or unpackaged items (see sections 6.1 (Minimum and maximum sizes and weights) and 6.5 (Shipping charges and weight)). Failure to comply with our specifications or requirements may result in the Item being returned to the sender for proper completion or could result in delays, non-delivery, voided On-Time Delivery Guarantee, and/or 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 On-Time Delivery Guarantee does not apply in the case of delay caused by an event beyond the reasonable control of Canada Post, including but not limited to, inclement weather, acts of God, epidemics, acts of terrorism, acts of war, flight or ferry delays or cancellations, riots, labour disruptions, customs or other regulatory authorities, unanticipated surges in volume, any act or default of the customer, or any failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment if applicable.

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

21.10.2 Obligation to Provide Replacement Service or Pay a Claim for Delayed Items. For valid delay claims, Canada Post may, in its sole discretion: (i) provide a replacement service equivalent to the service used for the delayed Item, or (ii) make a claims payment to the customer for the delayed shipment or Item in accordance with section 8.3.21.10.3 (Delay Claims Payments).

21.10.3 Delay Claims Payments. Every claims payment made by Canada Post for delay is limited to the amount of shipping charges paid for the delayed Item. Shipping charges consist of the base price, fuel surcharge, and base price adjustments (see section 6.5.1 (Base price of your item) for details), if any. Shipping charges exclude all fees for options (i.e., Signature, Signature Hard Copy, Proof of Age, Proof of Identity, additional Liability Coverage, COD, Pickup Services, and any other options set out in the Customer Guide), surcharges (other than the fuel surcharge), and any other charges set out in the Customer Guide.

No amount will be paid for the delayed delivery of any Item, other than what is explicitly set out above. Without limiting the foregoing, 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 claims payment. No claims payment will be made where otherwise excluded or restricted under section 8.3.21 (Limitation of Liability and Claims). All claims payments will be made to the sender of the Item.

21.10.4 Delay Claims – Time to Submit, Making a Claim, and Right to Verify. To initiate a claim for delay, the customer must:

- contact the Customer Relationship Network at 1-866-607-6301, or
- create an online service ticket at canadapost.ca/parcelsupport, within thirty (30) Business Days from the delivery standard date, according to Canada Post's latest published delivery standards. Canada Post is not obligated to act on any claim until all applicable shipping charges have been paid.

In addition to Canada Post's right to independently review and verify claims as set out in section 8.3.21.9 (Right to Verify Claims), the customer must provide proof of acceptance by Canada Post of the delayed Item. Canada Post is the sole source of performance data for making payment calculations. Refer to this Customer Guide or visit canadapost.ca/deliverystandards for details on delivery standards.

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.*