

# General Terms and Conditions



## Addressed Admail™ Terms and Conditions



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# ADDRESSED ADMAIL™

## TERMS AND CONDITIONS

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:

### 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 13](#).

#### 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 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.

## 1.8

“**Electronic Shipping Tools (EST)**” means the software system made available under license by Canada Post or a third party shipping system 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/cpo/mc/business/tools/est.jsf](http://canadapost.ca/cpo/mc/business/tools/est.jsf).

## 1.9

“**Customer-Developed/Third-Party Shipping system**” means the 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/eLink](http://canadapost.ca/eLink).

## 1.10

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

## 1.11

“**Products and Services**” means any of the Products and Services, with the exception of *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*.

## 1.12

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

## 1.13

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

## 1.14

**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.

# 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](http://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.

## 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 and including 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 the minimum volume of Items required per deposit or per annual commitment for each Product and Service.

### 3.5

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

## 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. 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.

## 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, in its sole discretion, deems unacceptable.

### 5.2

Mailings not previously approved by Canada Post and assessed by the Customer, or on behalf of the Customer, are subject to pricing verification and correction by Canada Post.

### 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; or
- d) refused for mailing.

### 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.

## 6 SURCHARGES

### 6.1

Items mailed under this Agreement may be subject to one or more of the following surcharges:

- Surcharges for non-compliance with mail specification or preparation requirements;
- Fuel surcharge;
- Mailing tube surcharge;
- Oversize (O/S) surcharge;
- Unpackaged surcharge.

Details regarding such surcharges are set out in the applicable *Customer Guide*. Canada Post may amend the surcharges at any time immediately upon Notice to the Customer.

## **6.2 Receiving Postal Administration or Designated 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.

## **7 CURRENCY**

### **7.1**

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

## **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.

## **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 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.

# 10 MAILERS, ON BEHALF OF

## 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, to abide by the Agreement. The actions taken by the Mailer, On Behalf Of, are deemed to be the actions of the Customer.

# 11 RESALE OR INTERLINING

## 11.1

The Customer agrees that any Products and Services purchased under this Agreement are for its own use as an end user or for the use of an Authorized User and that it 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.

# 12 ASSIGNMENT

## 12.1

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.

## 12.2

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.

## 13 ENTIRE AGREEMENT AND ALTERATIONS

### 13.1

All references to this Agreement shall be deemed to include:

- a) The *Agreement Activation Form(s)*;
- b) These General Terms and Conditions;
- c) The applicable *Customer Guide(s)*;
- 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;

all as may be amended from time to time.

### 13.2

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* referred to herein, the terms of this Agreement shall prevail and be interpreted in the order of priority listed above.

### 13.3

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 the section on "[Waiver](#)" below, 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.

## 14 WAIVER

### 14.1

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.

## 15 AMENDMENTS

### 15.1

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.

## 15.2

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

## 16 SURVIVAL

### 16.1

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.

## 17 SEVERABILITY

### 17.1

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.

## 18 GOVERNING LAW

### 18.1

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.

### 18.2

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.

## 19 EXCUSABLE DELAY

### 19.1

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.

## 20 LIMITATION OF LIABILITY

### 20.1

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.

### 20.2

Except as specified in the *Customer Guide* for the Product or Service, Canada Post shall not be responsible for any direct, indirect, general, special or consequential damages arising out of the Agreement regardless of whether such damages result from loss, mishandling or delay in delivery of any Item.

## 21 TERMINATION

### 21.1

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

### 21.2

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.

### 21.3

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.

### 21.4

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.

### 21.5

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

## 22 NOTICES

### 22.1

Any Notice given by either party shall be in writing and delivered personally, by Registered Mail, by *Priority*™ with Signature or by Xpresspost™ with Signature. Alternatively, Notices regarding Amendments to this Agreement by Canada Post may be sent to the Customer via email or by Canada Post posting such changes on Canada Post's website ([canadapost.ca/notice](http://canadapost.ca/notice)), including in particular [canadapost.ca/customerguides](http://canadapost.ca/customerguides), which will be deemed received upon posting.

**Notices to Canada Post shall be sent to:**

AGREEMENT MONITORING  
CANADA POST CORPORATION  
2701 RIVERSIDE DR SUITE C0157  
OTTAWA ON K1A 0B1

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

### 22.2

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, and Notices sent by *Priority*™ with Signature or Xpresspost™ with Signature shall be deemed received on the second Business Day following the date of mailing. Weekend and statutory holiday mailings will count as originating on the following Business Day.

### 22.3

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

### 22.4

The Customer agrees that Canada Post may update the Customer's address information obtained from any source, including any *Change of Address Notification* (COAN) form submitted to Canada Post, for the purpose of contacting the Customer with respect to this Agreement.

## 23 CONFIDENTIALITY

### 23.1

Except as may be required by law or for those Terms and Conditions that have been made publicly available by Canada Post, neither party nor their employees (including directors and officers) or agents shall disclose to any third party, with the exception of Authorized Users, prices or any other Terms or Conditions contained in this Agreement.

### 23.2

Canada Post has policies and procedures in place to protect the confidential information 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 LANGUAGE

### 24.1

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 ainsi que tout document afférent soient rédigés en anglais.*

## 25 OWNERSHIP OF MAIL

### 25.1

The Customer agrees that Items mailed under this Agreement will be mailed only on the Customer's or its Authorized User's behalf, and that Items will not include commingled mail, being consolidated mail of a type or from sources other than those approved by Canada Post.

## 26 ADDRESSED ADMAIL AGREEMENT SUPPLEMENT FOR AdCARD SERVICES

This Supplement forms part of the Customer's Addressed Admail Agreement with Canada Post. This Supplement sets out the Terms and Conditions applicable to AdCard services available for Addressed Admail.

### 26.1 Background

By ordering the AdCard services available for Addressed Admail, the Customer will be provided with basic List Management Services (including Address Accuracy) as well as printing, addressing, mail preparation and presentation, and transportation to an approved Canada Post facility and deposit for delivery using Canada Post's Addressed Admail service.

All AdCard items must meet the Addressed Admail requirements as described in the Addressed Admail Agreement and particularly this Supplement. Accordingly, to qualify for AdCard services, items must bear a uniform message that: promote the sale or use of products or services; report on financial performance, primarily for promotional purposes; or solicit donations or contributions.

### 26.2 Terms and Conditions

Subject to the terms and conditions of this Supplement, Canada Post shall provide the AdCard services as described in this Supplement. The following documents are deemed to form the agreement for AdCard services:

- *Addressed Admail Agreement Supplement for AdCard services;*
- *Addressed Admail Customer Guide* (to the extent applicable and except as modified by the terms and conditions applicable to AdCard services);
- *AdCard for Addressed Admail Print Request Form;*
- *AdCard for Addressed Admail Prices and Options;*
- *AdCard for Addressed Admail Specifications Sheets for Letter Carrier Presort (LCP) services, noting prices are those in effect at the time of mailing;*
- *AdCard for Addressed Admail Specifications Sheet for Machineable services; and*

- AdCard for Addressed Admail *Specifications*;
- AdCard for Addressed Admail *Pre-press Specifications*; and
- All documents referenced therein (to the extent applicable and except as modified by the terms and conditions applicable to AdCard services), all as may be amended from time to time.

### 26.3 Product Characteristics

AdCard for Addressed Admail is a print advertising medium available in various card formats, and in Letter Carrier Presort (LCP) and Machineable presortation options only.

### 26.4 Minimum Order and Volumes

On each *AdCard for Addressed Admail Print Request Form*, the Customer must order a minimum quantity per order of AdCard items meeting all Addressed Admail requirements.

**NOTE:** If an AdCard mailing consists of more than one deposit, each individual partial mailing must meet the minimum deposit requirement and be made within a maximum number of days specified by Canada Post. Phantom pricing is not permitted.

### 26.5 Pricing

In order to be eligible for AdCard prices, the Customer must meet all applicable requirements as outlined in the Agreement.

The Customer agrees to pay for the services requested on each *Print Request Form*.

The Customer shall pay Canada Post the applicable prices as approved and confirmed on the *Print Request Form* plus applicable postage and taxes.

**NOTE:** The provincial sales taxes will be calculated based on the province in which the Addressed AdCard items are delivered.

The Customer shall pay the applicable postage and taxes in effect at the time of deposit of the AdCard mailing.

### 26.6 Payment

The Customer must pay for the AdCard services using a Canada Post Account. Please refer to the Account information found in the *Customer Guide* at [canadapost.ca/aasupportdocuments](http://canadapost.ca/aasupportdocuments).

### 26.7 List Management Services and Format

The Customer is responsible for providing Canada Post's Designated Representative with the mailing list information as described in this Supplement.

Basic List Management Services will be provided by Canada Post's Designated Representative as follows: merge/purge, file formatting, upper/lower case conversion, and duplicate elimination.

Canada Post's Designated Representative will run Address Accuracy Recognized Software on the Customer's mailing list(s). These services will be provided on up to four (4) lists per Order (i.e., per *Print Request Form*), which will be merged into a single list. The standard for Address Accuracy is 95%. This means 95% of the addresses in the database are determined to be valid using approved address validation and correction software. If the percentage on the Statement of Accuracy (SOA) produced by Canada Post's Designated Representative's address validation and correction software is less than 95%, a price adjustment will be applied to the mail items with inaccurate addresses. For more information, please refer to the Addressed Admail *Customer Guide* at [canadapost.ca/aasupportdocuments](http://canadapost.ca/aasupportdocuments).

Each incoming file (maximum 4 per Order) must be in the same exact file format and must have the same field names in the same position accompanied by a record layout. Acceptable file formats include: dbase, FoxPro, ASCII tab delimited, Excel, or Access.

## 26.8 Artwork, Proof, Mailing and Printing Quantities, and Mailing List Sign-Offs

The Customer shall provide the artwork to Canada Post's Designated Representative. Such artwork must meet the requirements found on the *Pre-press Specifications* Sheet and the applicable Specifications Sheet(s). If the Customer incorporates a Business Reply Mail™ item into their art work, the Customer is responsible to ensure that the most current requirements, including specifications, are used.

**NOTE:** The Customer will need to enter into a separate Business Reply Mail Agreement in order to obtain those services.

Canada Post, through its Designated Representative, will provide the Customer with a copy of the final artwork, mailing and printing quantities, and mailing list for written approval. The Customer is responsible to promptly ensure that the final artwork proof is satisfactory in all respects, the quantities to be mailed and printed are correct, and that the mailing list is acceptable. Until the Customer has approved in writing all elements, no printing of the AdCard items will occur.

**NOTE:** The quality and accuracy of the final artwork and the mailing list remains the responsibility of the Customer.

Once the artwork proof, mailing and print quantities, and mailing list are approved and returned to the Designated Representative, the AdCard items will be printed. Late or missing materials or approvals may delay the start of printing and therefore delay the mailing. Any alterations or changes requested by the Customer to the approved artwork and mailing list will be subject to additional charges.

Any errors or omissions on the approved AdCard items and/or mailing list are the responsibility of the Customer regardless of whether or not the Customer has reviewed the final artwork, or assessed the final mailing list.

## 26.9 Use of Marks and Indemnification Obligation

Except as specifically provided for in this Supplement, no party shall use any trade-marks, 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 Supplement 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 grant Canada Post and its Designated Representative the right to use such Marks as required to perform under this Supplement. All references to AdCard and any use of any other Canada Post intellectual property by the Customer, including, but not limited to, usage of any Canada Post logos or trade names must be approved in advance in writing 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.

## 26.10 Mail Preparation, Presortation, Deposit and Delivery

The AdCard items will be prepared by the Designated Representative to meet the mail preparation and presortation requirements for Canada Post's Addressed Admail service.

While every reasonable effort will be made to meet the Requested Deposit Date identified on the *Print Request Form*, the actual deposit for mailing of the AdCard items may vary depending on factors such as, but not limited to, the date the artwork and mailing list have been approved by the Customer and provided to the Designated Representative, changes to requirements, volumes, and other factors outside of the control of Canada Post and/or its Designated Representative.

All AdCard mailings will be deposited in Canada. The Addressed Admail delivery standards will apply to all AdCard mailings.

**NOTE:** Deposit dates and delivery standards are not guaranteed.

## 26.11 Limitation of Liability

With respect to the Addressed Admail services (the mail delivery portion of the AdCard services that commences at the time of deposit of the AdCard items), Canada Post, the Designated Representative, their directors, officers, employees and any other party whom it may be responsible for under law (each of the foregoing herein referred to individually and collectively as “the Canada Post Representative”) shall not be responsible for any direct, indirect, general, special or consequential damages arising out of this Supplement, regardless of whether such damages result from loss, mishandling, damage or delay of items posted under this Supplement.

With respect to the AdCard services other than the delivery services (being the basic List Management Services (including Address Accuracy) as well as printing, addressing, mail preparation and presortation, transportation, and deposit), the Canada Post Representative’s liability to the Customer for any claim, demand or cause of action whatsoever for any losses or damages arising out of, connected with, or resulting from the services (excluding mailing and delivery services) to be provided under the Supplement will not exceed the aggregate of the fees paid hereunder in respect of a particular order (described on the *Print Request Form*) to which the loss or damage relates. In no event will the Canada Post Representative be liable for:

- a) any indirect, special, incidental or consequential damages, even if the Canada Post Representative has been advised of the possibility thereof, or
- b) any damages caused by an act of God or other causes beyond the Canada Post Representative’s reasonable control, including without limitation, any mechanical, electronic or communications failure including any system failure of any type and for any reason, prerequisite work by others, or strikes, or
- c) any claims by any third parties.

## 26.12 Notices

Information and general day-to-day matters relative to specific orders described on each *Print Request Form* shall be sent to Canada Post’s Sales Representative identified on the *Print Request Form*, and to the Customer at the address specified in Section 1 on the same form. All other Notices (i.e., contract issues) shall be handled in accordance with the corresponding section of the Customer Guide entitled Notices.

## 26.13 Termination

Either the Customer or Canada Post may terminate the Supplement or a particular order described on a *Print Request Form* at any time, without cause, by giving ten (10) calendar days’ notice in writing to the other.

Termination of the Supplement shall be without prejudice to any rights of the Customer or Canada Post that have accrued prior to the date of termination.

If the Customer terminates this Agreement, in whole or in part, the Customer shall be liable for and shall be invoiced for services provided up to and including the date of termination (plus any out of pocket charges incurred as a result of such early termination). Neither party shall have a right to damages as a result of termination of the Agreement.