



IMPORTANT UPDATES

Posted on November 16, 2018	Effective on January 14, 2019		
DESCRIPTION OF CHANGE	LOCATION		
	Module	Amend. / Rev.	Section Number
Updated to reflect 2019 prices.	Pricing	v1.0	Section 1

When the document is amended or revised, the version number will be modified as follows:

- an amendment increases the first digit in the version (e.g., version 2.0, 3.0)
- a revision increases the second digit in the version (e.g., version 1.1, 1.2)
- the version number restarts at 1.0 every January of a given year.

INTRODUCTION

The Service Overview is an outline of each module. The details within each module form the *Customer Guide* and is part of the Agreement between the customer and Canada Post. It is the customer's obligation to meet all requirements outlined in the Agreement.

MODULES	
Service Overview	The Service overview summarizes key information such as qualifying criteria, options, delivery standards, pricing, designing and mail preparation.
Data and Targeting	The Data and Targeting module provides a more in-depth look at Canada Post Data and Targeting Solutions as a component of Smartmail Marketing™. This module is available for Personalized Mail and Neighbourhood Mail services.
Pricing	The Pricing module provides detailed information on pricing for service options such as Standard and Oversize related to address accuracy, phantom pricing, incentives, item and order level surcharges and adjustments (if applicable).
Designing	The Designing module provides all the details you need to design and create your mail item. This module includes mandatory requirements to ensure that we can process your mail efficiently avoiding delays and surcharges.
Preparing	The Preparing module provides all the details you need to prepare your mail items prior to depositing your mailings at a Canada Post facility.
Creating an Order	The Creating an order module tells you what you will need before you deposit your mail.
Depositing	The Depositing module tells you about the documents you will need at the time of deposit. This section will help ensure that your mail is deposited at a location that is properly equipped and capable of handling your mail on time.
Paying and Terms	The Paying and Terms module has two sections. The paying for your mailing section describes the different payment and proof of payment options available for the service you have chosen. The terms section contains the general terms and conditions of your agreement.

Customers should ensure they are using the most current version of the *Customer Guide*, including all amendments and other applicable documents, which are posted on the Canada Post website at:

- Business Reply Mail™ – canadapost.ca/brmguides
- Incentive Lettermail™ – canadapost.ca/ilmguides
- International Incentive Letter-post™ – canadapost.ca/ilpguides
- Neighbourhood Mail™ – canadapost.ca/cpnmguides
- Personalized Mail™ – canadapost.ca/cppmguides
- Postal Code Targeting - canadapost.ca/pctguides
- Publications Mail™ – canadapost.ca/pmguides

Communicating with Canada Post

FOR ENQUIRIES REGARDING	WEBSITE	CALL
General Information on products and services	canadapost.ca/postalservices	Commercial Service Network 1-866-757-5480
Electronic Shipping Tools (EST)	canadapost.ca/newuser	Technical Help Line 1-877-376-1212
Payment and Account Information	email cmg@canadapost.ca	Credit Management Group 1-800-267-7651

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PURPOSE OF THIS SERVICE OVERVIEW

This *Service Overview* is an outline of the *Business Reply Mail Customer Guide* available at canadapost.ca/brmguides.

The *Customer Guide* forms part of the Agreement between you, the customer, and Canada Post. It explains the qualifications and other terms and conditions under which this service is provided. Be sure to use the most current version of the *Customer Guide*, including all amendments and other documents, which help you meet the requirements in the Agreement.

Some words and expressions in this document and the Agreement have specific meanings. See Paying and Terms module, *General Terms and Conditions*, Section 1 "Definitions" or the *Glossary* for definitions.

SERVICE OVERVIEW

The Service Overview summarizes key information such as qualifying criteria, options, delivery standards, pricing and designing.

1 WHAT IS BUSINESS REPLY MAIL SERVICE?

Business Reply Mail (BRM) service is a direct response vehicle used by businesses, publishers, government departments, fundraisers and other organizations to seek responses from recipients within Canada (domestic Business Reply Mail) and from recipients around the world (international Business Reply Mail).

1.1 What is acceptable as Business Reply Mail?

Business Reply Mail is available in both envelope and card format in the following categories:

DOMESTIC	INTERNATIONAL
Machineable and Non-machineable	Machineable only

Customers must pay an annual, non-refundable fee and then only pay for items that are returned to them (see the [Pricing](#) module for more information).

Applications include:

- receiving payments
- generating sales leads
- initiating customer service
- identifying customer needs
- building databases
- raising funds
- voting
- researching the marketplace
- developing retail trade
- requesting information
- renewing magazine subscriptions
- returning qualified items.

1.2 Delivery standards

Standards for the delivery of Business Reply Mail items are based on delivery from the time the item is placed into the mail stream by the recipient or when the item enters the Canada Post mail stream from other postal administrations. Delivery standards are not guaranteed.

	IN BUSINESS DAYS		
	LOCAL	PROVINCIAL	NATIONAL*
Business Reply Mail	2	3	4

* Excludes non-major urban centres, northern regions and remote areas.

For detailed information, visit [Delivery Standards](#) of the *Canada Postal Guide*.

1.3 Service features

A feature is provided as part of the basic service.

1.3.1 MAIL FORWARDING

Items that cannot be delivered as originally addressed because the addressee has moved will be forwarded to the addressee at no extra charge while there is a *Mail Forwarding* request in effect. Restrictions on *Mail Forwarding* requests may apply. Visit [Mail Forwarding](#) of the *Canada Postal Guide*.

Business Reply Mail customers must also inform the Customer Account Services group of a change of address by completing and submitting the *Commercial Customer Change Request* form at canadapost.ca/tools/pg/cccrf-e.pdf.

1.4 Service options

An option is a service enhancement that is not provided automatically as part of the basic service.

1.4.1 PLASTIC COMMERCIAL ENVELOPE

You must use **leak-proof plastic commercial envelopes** that meet our domestic Business Reply Mail service specifications. You require a **leak-proof container** as part of the response from the recipient when returning duck wings and goose tails by hunters and other “flat” objects*. For information on mailing liquid and dry patient specimens, refer to [Section 2.2.5 of ABCs of Mailing](#) of the *Canada Postal Guide*.

* Items must be 20 mm or less in thickness and meet applicable requirements for Other (Oversize) Business Reply Mail.

Physical samples must be submitted to us to ensure the plastic commercial envelopes and intended contents qualify for the domestic Business Reply Mail service. For more information, refer to the “Designing” module, [Section 4.1.2 “Assessment of machineability”](#).

1.4.2 LABELS

Business Reply Mail offers two labels that can be used by customers for both domestic and international Business Reply Mail services:

1. **Electronic Business Reply Mail label (BRM eLabel)**
Provides you the opportunity to use an electronic channel (i.e. website, email) to facilitate a hardcopy response (i.e. BRM envelope).
2. **BRM overlay label**
Provides you the opportunity to efficiently recycle outdated Business Reply Mail envelopes and cards.

Both labels include the 4-state barcode.

Visit canadapost.ca/brmguides - Quick links to access details on [Business Reply Mail labels](#).

1.5 Undeliverable Business Reply Mail

An item is treated as undeliverable if:

- the item does not bear a complete and valid address
- the addressee has moved and the *Mail Forwarding* request has not been filed or has expired for the Business Reply Mail address
- delivery is prohibited by law
- the item cannot otherwise be delivered to the address
- a customer cancelled their Business Reply Mail Agreement
- a customer does not pay their annual Business Reply Mail fee and/or pay for their Business Reply Mail items.

We will either dispose of or recycle Undeliverable Business Reply Mail items at our discretion. Consult the [Undeliverable Mail](#) section of the *Canada Postal Guide* for more detail.

PRICING

The Pricing module provides detailed information on pricing for Domestic and International services.

1 PRICES

To access Business Reply Mail prices, you must meet all applicable requirements for this service. It also includes annual fee and prices, adjustments and surcharges.

	Annual Fee (non-refundable)	Price per Item returned			
		Machineable Standard	Non-machineable Other (Non-standard and Oversize)		
		Up to 50 g	Up to 100 g	Over 100 g up to 200 g	Over 200 g up to 500 g
Domestic	\$750.00	\$0.93	\$2.32	\$3.04	\$4.20
International	\$750.00	\$2.32	n/a	n/a	n/a

1.1 Business Reply Mail annual fee and prices

You will be billed an annual, non-refundable fee plus applicable taxes upon signing the *Agreement Activation Form* and upon renewal of the Agreement on each anniversary date.

Business Reply Mail customers are responsible for payment of each returned Business Reply Mail item even if the Business Reply Mail item is blank, incomplete or empty.

In addition, items that fail to meet the applicable specifications and requirements for Business Reply Mail will be subject to surcharges or price adjustment.

Canada Post will send you an invoice that summarizes the charges posted to your Business Reply Mail account. The charges reflected on the invoice are either of the annual fee and/or of a summary of the Business Reply Mail items that were returned to you.

2 ADJUSTMENTS AND SURCHARGES

Canada Post consults regularly with mailers to better understand their needs and ensure they understand Canada Post's requirements. We understand that mailing anomalies do sometimes occur within normal production cycles.

2.1 Adjustments - machineable mail requirements

All Business Reply Mail (BRM) Standard items that are rejected by Canada Post's sorting equipment, and that have visibly been altered or are visibly non-compliant, will be considered non-machineable and will be charged the appropriate Non-machineable price.

MACHINEABLE - STANDARD REQUIREMENTS	PRICE ADJUSTMENT:
BRM Essential Elements (indicia, chevrons, 3 extraction bars, 4 State barcode and human-readable line, BRM address, BRM Postal Code ^{DM} , reply paid / réponse payee and Canada)	Other (Non-standard & Oversize) Up to 100 g
Physical Characteristics (size and weight)	Other (Non-standard & Oversize) Up to 100 g
Quiet Zones on the front and back of the item	Other (Non-standard & Oversize) Up to 100 g

To reduce the risk of price adjustments, we recommend using Canada Post's free [Confirmation of artwork placement and assessment of machineability](#) service.

For accurate artwork make sure to use the BRM Artwork Online Tool at canadapost.ca/obc.

MACHINEABLE - OTHER (NON-STANDARD & OVERSIZE) REQUIREMENTS	PRICE ADJUSTMENT:
Any domestic Business Reply Mail item weighing more than 500 g will not qualify for Business Reply Mail service. Such items will be treated as parcels and will be subject to an applicable Parcels price.	Applicable Parcels price for "Other" BRM >500 g

2.2 Surcharges

Well-prepared items help ensure that your mailing receives optimum level of service. Taking time to prepare items also keeps your postal costs down by eliminating the need for additional handling. Understanding why a mailing is non-compliant is equally important.

As per Section 5.3 of the Terms and Conditions, items presented for mailing to Canada Post may be verified to determine compliance. Items deemed non-compliant may, at the discretion of Canada Post, be:

- returned at the customer's expense, to be made compliant by the Customer, where possible
- processed and charged at the next or most appropriate Product or Service category, where available
- subject to a surcharge; or
- refused for mailing.

We will send you an invoice regarding any applicable adjustments and surcharges along with a description of the non-compliance issue. If other areas of non-compliance are identified, up to two additional non-compliance matters will be indicated on the invoice to enable the customer to take corrective action and reduce the risk of future surcharges.

2.2.1 SURCHARGE APPLICABLE TO NON-MACHINEABLE CATEGORY

Due to the limited space on the invoice, surcharge details are abbreviated. The following tables identify:

- the amount of the surcharge
- the abbreviated description of the anomaly (as it will appear on the invoice) and
- quick reference description details.

10¢ NON-COMPLIANCE SURCHARGE PER ITEM FOR OTHER (NON-STANDARD AND OVERSIZE) ITEMS	
INVOICE DESCRIPTION	DESCRIPTION DETAILS
BRM artwork element incorrect	One or more elements of the Business Reply Mail artwork is incorrect
BRM artwork element missing	One or more elements of the Business Reply Mail artwork is missing
BRM specs non-compliant	Business Reply Mail specifications are non-compliant
IBRM artwork element incorrect	One or more elements of the International Business Reply Mail artwork is incorrect
IBRM artwork element missing	One or more elements of the International Business Reply Mail artwork is missing
IBRM specs non-compliant	International Business Reply Mail specifications are non-compliant

The classification and amount of surcharges can change at any time immediately upon notice to you.

DESIGNING

The Designing module provides all the information needed when designing and creating your mail item. This includes elements such as address placement, postage zone and dimensions.

Items submitted as Business Reply Mail that do not meet the content, format and physical characteristics specified for Business Reply Mail and other requirements outlined in this Agreement, may be subject to price adjustments and/or surcharges and may not qualify for Business Reply Mail service and prices.

1 MEASUREMENTS - SIZE AND WEIGHT

Items must meet the size and weight requirements for their type of format (envelope or card) and type of service (domestic or international) selected. Imperial equivalents are provided for your convenience. The longest dimension is the "length", the second longest is the "width".

DOMESTIC BUSINESS REPLY MAIL						
MACHINEABLE CATEGORY SIZE / ITEM		LENGTH	WIDTH	THICKNESS	ASPECT RATIO	WEIGHT
Standard - Envelopes	min.	5.6 in. (140 mm)	3.6 in. (90 mm)	0.007 in. (0.18 mm)	1.3:1	2 g (0.07 oz.)
	max.	9.6 in. (245 mm)	6.1 in. (156 mm)	0.2 in. (5 mm)	2.6:1	50 g (1.76 oz.)
- Cards	min.	5.6 in. (140 mm)	3.6 in. (90 mm)	0.007 in. (0.18 mm)	1.3:1	N/A
	max.	9.2 in. (235 mm)	4.7 in. (120 mm)	0.2 in. (5 mm)	2.6:1	50 g (1.76 oz.)
NON-MACHINEABLE CATEGORY SIZE / ITEM						
		LENGTH	WIDTH	THICKNESS	ASPECT RATIO	WEIGHT
Other (Non-standard and Oversize) - Envelopes	min.	5.6 in. (140 mm)	3.6 in. (90 mm)	0.007 in. (0.18 mm)	N/A	10 g (0.4 oz.)
	max.	14.9 in. (380 mm)	10.6 in. (270 mm)	0.8 in. (20 mm)	N/A	500 g (17.6 oz.)

INTERNATIONAL BUSINESS REPLY MAIL						
MACHINEABLE CATEGORY SIZE / ITEM		LENGTH	WIDTH	THICKNESS	ASPECT RATIO	WEIGHT
Standard - Envelopes	min.	5.6 in. (140 mm)	3.6 in. (90 mm)	0.007 in. (0.18 mm)	1.4:1	3 g (0.11 oz.)
	max.	9.6 in. (245 mm)	6.1 in. (156 mm)	0.2 in. (5 mm)	2.6:1	50 g (1.76 oz.)
- Cards	min.	5.6 in. (140 mm)	3.6 in. (90 mm)	0.007 in. (0.18 mm)	1.4:1	N/A
	max.	9.2 in. (235 mm)	4.7 in. (120 mm)	0.2 in. (5 mm)	2.6:1	50 g (1.76 oz.)

Any international Business Reply Mail item weighing more than 50 g or exceeding the size specifications of international Business Reply Mail will be returned as international Letter-post and, will be subject to the applicable weight category at the Other Letter-post price.

DOMESTIC AND INTERNATIONAL LABELS						
LABELS*		LENGTH	WIDTH	THICKNESS	ASPECT RATIO	WEIGHT
eLabels with indicia, chevrons, extraction bar, address and barcode	min.	5.3 in. (135 mm)	2.8 in. (72 mm)	N/A	N/A	N/A
	max.	5.3 in. (135 mm)	2.8 in. (72 mm)	N/A	N/A	N/A
Overlay labels with address and barcode	min.	4.0 in. (101 mm)	2.0 in. (50 mm)	N/A	N/A	N/A
	max.	4.0 in. (101 mm)	2.0 in. (50 mm)	N/A	N/A	N/A

* To be attached only to envelopes and cards. Labels are permitted when used to cover an address (overlay) or to create an envelope (eLabel). Canada Post is responsible for providing the artwork for the overlay labels.

1.1 Format

To be eligible as Business Reply Mail service, your mailed items must meet the criteria. They must also be prepared for mailing in ways that prevent loss or damage and allow each item to be easily verified.

MACHINEABILITY	Shape	Rectangular.
	Material	<ul style="list-style-type: none"> • Must be paper; items cannot be plastic or wrapped in plastic. • Minimum paper weight for <ul style="list-style-type: none"> ▸ envelope: 75 gsm (approx. 20 lb. bond) ▸ card and postcard: 160 gsm (approx. 60 lb. cover) but not less than 111 gsm (approx. 40 lb. cover) Optimal card size of 165 mm x 108 mm; and paper grain direction long. <ul style="list-style-type: none"> • Must be sufficiently flexible to bend; items cannot be rigid.
	Window Envelopes (Domestic mailings only)	<ul style="list-style-type: none"> • Ensure that the entire address remains fully visible through the window, even if the enclosure shifts. • Ensure that all windows are covered with transparent material. • Best practices for optimal processing - The transparent material used to cover the window has: <ul style="list-style-type: none"> ▸ enough transparency to allow visibility with a maximum haze of 75% ▸ uniform clarity ▸ no wrinkles, creases or blemishes ▸ a gloss reading (on the side facing out) of 159 gloss units or less.
	Enclosures (Domestic mailings only)	Coins - provided they are: <ul style="list-style-type: none"> • no larger in size or weight than the Canadian 25-cent coin • firmly attached to the insert with glue or adhesive to prevent any movement • positioned between 35 mm and 85 mm up from the bottom edge and 25 mm in from the left and right edges of the envelope; and outside the Postage Zone. Any window(s) used in envelopes to make the coins visible must be covered by a transparent material. The final item, including enclosures (or content), must measure 20 mm or less in thickness.
	Sealing	<ul style="list-style-type: none"> • Envelopes must be closed and sealed with adhesive. To prevent envelopes from sticking together, do not apply surplus adhesive. Envelopes must not contain staples, clasps or other similar devices.
READABILITY	Addressing	<ul style="list-style-type: none"> • Must adhere to the Addressing Guidelines at canadapost.ca/addressing.
	Fonts	Within the Artwork Online tool, you can create artwork using the following fonts: <ul style="list-style-type: none"> • Courier New • Courier New Bold [not recommended for Machineable (Standard) items] • Letter Gothic. The address provided in the Business Reply Mail artwork is created with a fixed pitch font. Fixed pitch fonts provide the best results with Canada Post's sortation/mail processing equipment. Do not alter them.
	Barcode	The artwork contains a 4-state barcode with the human-readable line located above the barcode. There should be 52 bars in the barcode, consistent in width and spacing. The bars on the barcode should be crisp (no ghost images or blurring). Do not alter the barcode.
	Ink	Black. Fluorescent inks may not be used on domestic or international Business Reply Mail items.
	Crop Marks	The artwork contains several crop marks. The crop marks identified by TL, BL, TR and BR represent the corners of the artwork. <ul style="list-style-type: none"> TL = Top Left BL = Bottom Left TR = Top Right BR = Bottom Right

2 ARTWORK









Artwork created with the Business Reply Mail Artwork Online tool contains all the essential elements, in the desired format and bears the appropriate design and physical characteristics of the requested service type.

You must have an active Business Reply Mail Agreement to use this service and to access the Business Reply Mail Artwork Online tool located within Canada Post's Online Business Centre. To register for and use the free Business Reply Mail Artwork Online tool, visit canadapost.ca/obc or contact a Canada Post representative.

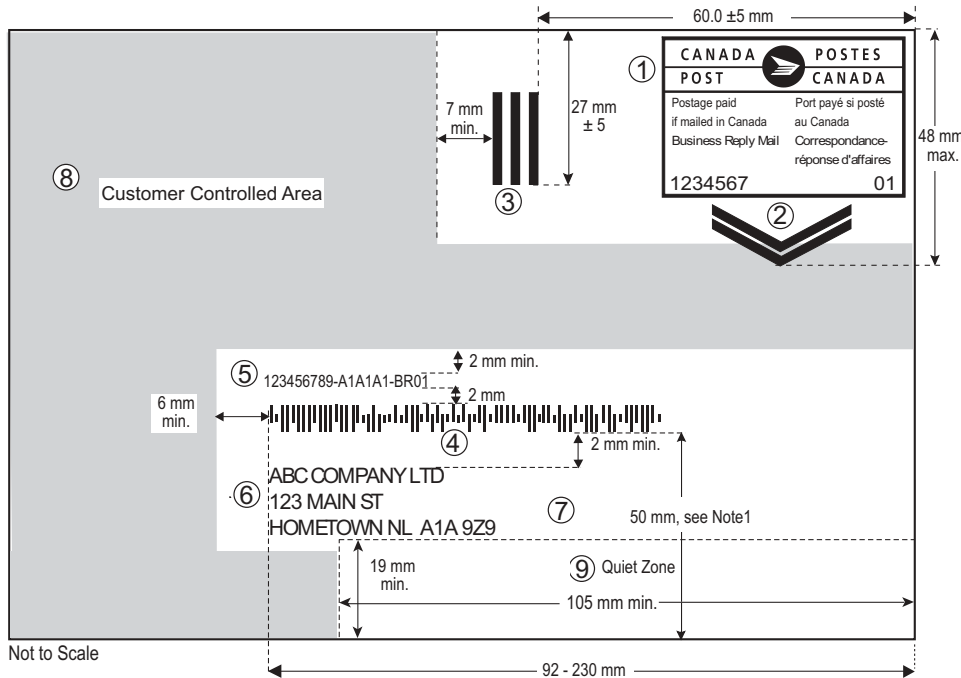
2.1 Illustrations

These illustrations are a visual aid to help you produce Business Reply Mail items that meet all the applicable specifications and requirements, while leveraging the areas available for customizing (i.e., Customer-Controlled Area, first line [title], etc.).

2.1.1 LEGEND

- ①  **Business Reply Mail Indicia** – The domestic Business Reply Mail indicia is the “postage stamp”. It contains the customer number and Customer Surtaxing Code. Do not alter. The international Business Reply Mail indicia is the “postage stamp”. It contains the customer number and has bars in both top/left and bottom/right corners. Do not alter.
- ②  **Chevrons** – The chevrons shown below the indicia are the Business Reply Mail service identifier. These chevrons are not to be used on any other Canada Post service. Do not alter them.
- ③ **Three Extraction Bars** – The three vertical bars to the left of the indicia on the domestic Business Reply Mail card or envelope prompt Canada Post's mail processing to extract items for special handling. Do not alter them. These three vertical bars are not to be used on international Business Reply Mail. Do not alter them.
- ④  **Business Reply Mail barcode and Human-Readable Line** – The barcode and the human-readable line directly above it contain customer identification information. These elements must be placed together on the Business Reply Mail item. Do not alter them.
- ⑤  **Business Reply Mail Address** – This area is for your company name and the Business Reply Mail address. You can request that the address block be provided in a single or bilingual (swiss style) format. Do not alter either the address or Postal Code provided by Canada Post for Business Reply Mail mailings. You may only modify the first line (title). Depending on the size of the envelope or card, a second line (title) may be available for customizing. When customizing the first line (title) or second line (title), customers are not permitted to include addressing information.
- ⑥  **Business Reply Mail Postal Code** – The Business Reply Mail Postal Code may differ from your regular Postal Code. **Do not alter the Postal Code provided for Business Reply Mail mailings.** For customers who have a rural address [e.g., Postal Code with a “0” (zero)] as the second character, the Postal Code will remain the same.
- ⑦  **Customer-Controlled Area** – The Customer-Controlled Area can be customized by adding your corporate logo or a special message. Fluorescent inks must not be used. International Business Reply Mail items must include the “BY AIRMAIL/PAR AVION” indicator at the top/left corner.
- ⑧  **Quiet Zones** – The areas that must be left clear of printing, images and dark colours:
 - Quiet Zone on the front: the area 19 mm high by 105 mm long measured from the bottom right edge.
 - VES barcode Area on the back: the area 15 mm high by 140 mm long measured from the bottom left edge.
- ⑨  **“REPLY PAID / RÉPONSE PAYÉE” and “CANADA”** – This designation is printed directly above the human-readable line. This designation is required to meet international mailing requirements. Do not alter.

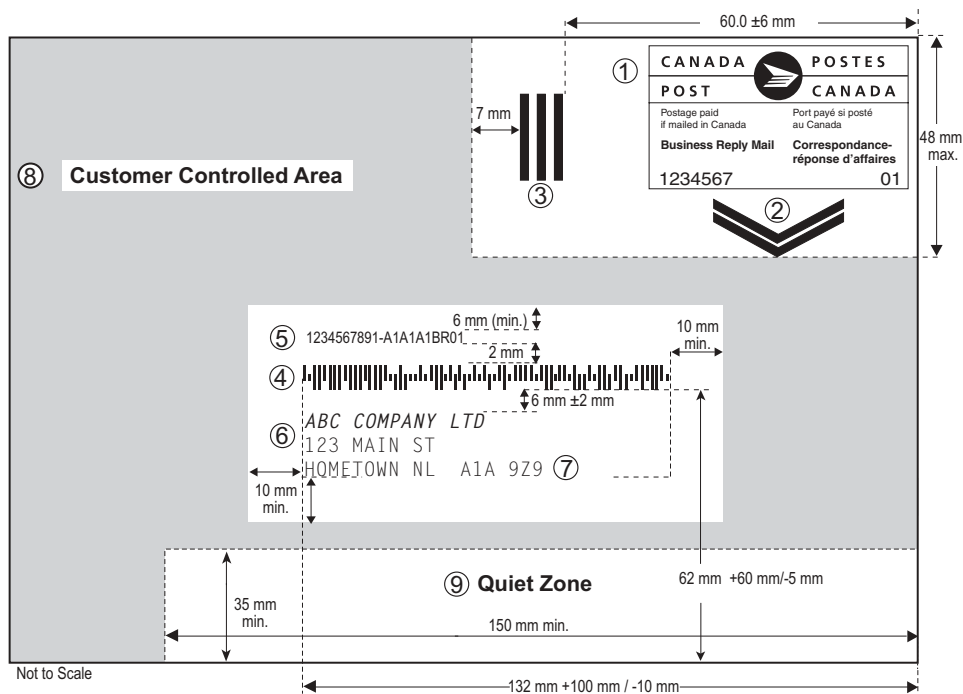
2.1.2 DOMESTIC BRM - MACHINEABLE STANDARD (RESPONSES WITHIN CANADA)



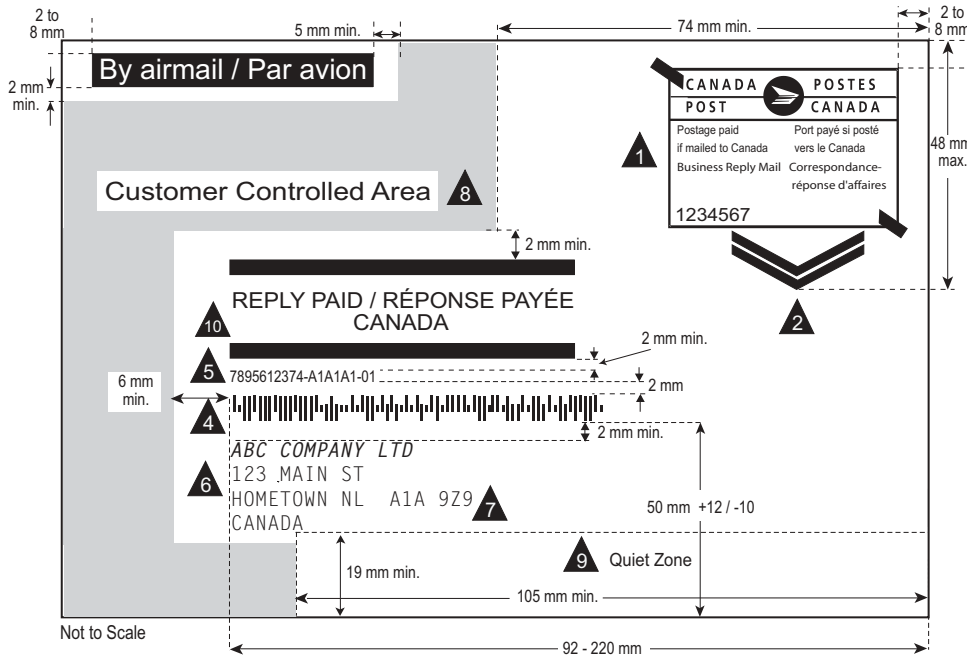
Maximum: 35 mm down from the top edge; Minimum: 40 mm from the bottom edge.

Maximum: left edge of barcode or address block, up to 15 mm from the left edge of the mail item; Minimum: right edge of barcode or address block, up to 15 mm from the right edge of the mail item.

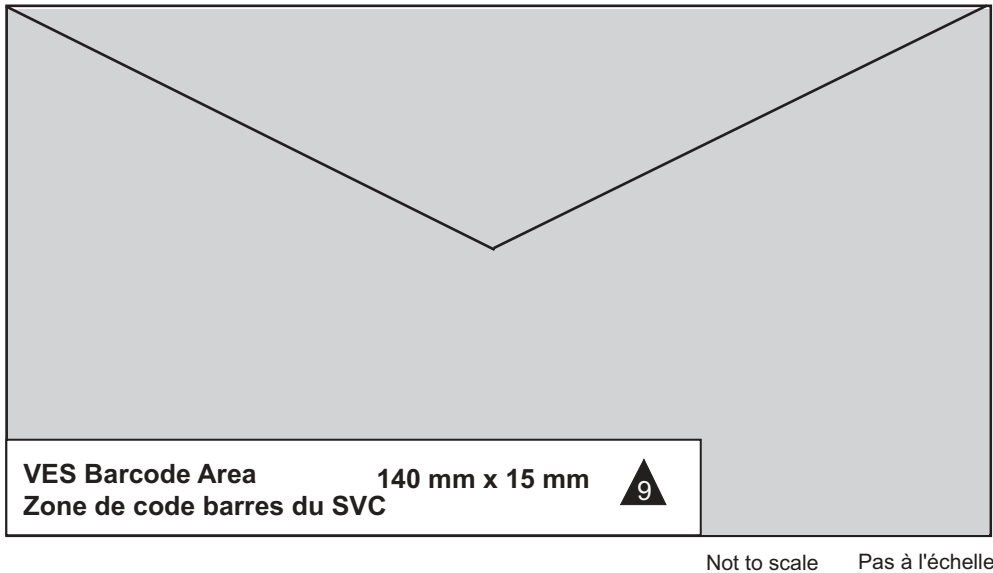
2.1.3 DOMESTIC BRM - MACHINEABLE OVERSIZE (RESPONSES WITHIN CANADA)



2.1.4 INTERNATIONAL BRM - MACHINEABLE STANDARD (RESPONSES FROM INTERNATIONAL DESTINATIONS)



2.1.5 LOCATION OF THE VES BARCODE ON THE BACK OF BRM ITEMS (DOMESTIC AND INTERNATIONAL)



Canada Post will print a fluorescent barcode on the back of machineable domestic and international mail items. This area for this barcode is defined as 140 mm long by 15 mm high, measured from the bottom left-hand corner. This area must be left clear of printing, images and dark colours.

3 CONTENT

If you are preparing a domestic Business Reply Mail item that will include content other than paper documents (e.g., Ink Jet cartridges, film, etc.) as part of the response from the recipient, you must submit physical samples for testing to Canada Post (see [Section 4.1.2 "Assessment of machineability"](#)).

If you are preparing an international Business Reply Mail item, only paper documents are accepted as part of the response from the recipient.

You may only modify the first line (title, logo) and, depending on the size of the item, a second line (name) may be available for customizing. When customizing the first line (title, logo) or second line (name), you are not permitted to change addressing information.

The Business Reply Mail customer must be the mail owner/mail receiver of the BRM return address.

Multiple BRM agreements at a shared address (including virtual offices) are only acceptable when customers have BRM items that are processed at Canada Post sites with automated billing. (Restrictions on *Mail Forwarding* requests may apply. Visit *Mailing Forwarding service - Section 6.11 Restrictions* of the *Canada Postal Guide*). Otherwise only one Business Reply Mail address is provided per agreement.

The Business Reply Mail address and Postal Code^{OM} provided are specific to the Business Reply Mail service. Do not use on any other mail items. See [Section 2.1 "Illustrations"](#) - item #6 and #7 of the Legend.

3.1 Markings

Customers may use the "Delivered by" logo on items delivered by Canada Post with the prior written consent of the Director, Marketing and Brand or her/his designate. They can be contacted at info.brand@canadapost.ca. Visit canadapost.ca/logo for available artwork.

Customers with a "Standing Offer Agreement" must use Canada Post Business Reply Mail postal indicia on items delivered by Canada Post.

Any unauthorized use is an offence under the [Canada Post Corporation Act and Regulations](#) as well as being an infringement of Canada Post's trade-marks and official marks.

An item will be considered non-mailable if, on the outside, it is marked or labelled with any of the following that were not provided or authorized by Canada Post:

- any design likely to be mistaken for a postage stamp, meter impression, service label or any other mark suggesting that postage has been paid
- any label or endorsement implying that it will be given special handling, delivered faster or be provided with any service that has not been purchased by the customer. However, customers may include labels on items that are directed to the addressee as an instruction that is clearly related only to the enclosure and would not otherwise result in the item being non-mailable matter. (Examples of acceptable wording include "URGENT", "RUSH" and "IMPORTANT COMMUNICATION ENCLOSED"), and
- any facsimile of any label, endorsement or marking used by Canada Post that might cause confusion so as to affect its handling, e.g., confusion as to the service the customer has paid for.

It is your obligation to obtain approval for any proposed endorsement or other markings from Canada Post prior to printing.

4 DESIGNING THE ITEM

If you or your representatives (e.g., graphics department, printing agency) alter any Business Reply Mail artwork (indicia, extraction bars, barcode, address, font, "BY AIRMAIL" designation, etc.) or physical characteristics, rendering the item out of specification, or place content or graphics (e.g., logos) outside of the designated Customer Controlled Area, Canada Post at its sole discretion may:

- apply a price adjustment and/or surcharge
- disqualify the mail item as Business Reply Mail and may process and charge at the next or most appropriate Product or Service
- cancel the customer's Agreement.

4.1 Confirmation of artwork placement and assessment of machineability

Prior to printing Business Reply Mail items, Canada Post provides two processes to help ensure Business Reply Mail items qualify for the lowest applicable published Business Reply Mail price:

1. The **Confirmation of artwork placement** process is the first recommended step to ensure Business Reply Mail elements are positioned correctly on the items.
2. The **Assessment of machineability** process is the final recommended step to ensure Business Reply Mail items are assessed as machineable.

4.1.1 CONFIRMATION OF ARTWORK PLACEMENT

We recommend that prior to printing you submit an electronic sample of your final Business Reply Mail artwork, to the Customer Account Services group at cdmpublic@canadapost.ca. You must send the electronic sample in PDF format at 1:1 ratio, capable of being read in Adobe®¹ Acrobat version 5 or as otherwise required by Canada Post. Include the size of the envelope or card as well as the customer's crop marks in the electronic file.

We will review the artwork (using the Size/Rating Template) to determine if the Business Reply Mail elements are positioned correctly on the item. We will provide you with those results. If issues with placement are identified, you should correct the artwork and re-submit another electronic sample.

Customers remain responsible for any errors or omissions.

4.1.2 ASSESSMENT OF MACHINEABILITY

To avoid surcharges and delays, Canada Post recommends you submit a minimum of 5 physical samples of the items to Canada Post.

We will test the samples and supply you with results. A result of "PASS" indicates the items, as submitted, qualify for the applicable Business Reply Mail price.

A result of "FAIL" indicates the items, as submitted, are not machineable. If this occurs, we will provide you with a list of detailed requirements. The requirements must be met in order to access machineable Business Reply Mail.

Contact a Commercial Service Network (CSN) Representative at 1-866-757-5480 to arrange for the testing and assessment of your items.

4.2 Size/rating templates

The [Domestic](#) and [International](#) size/rating templates can be used to verify whether an envelope or card is an acceptable size (length and width) for the Business Reply Mail service.

You must ensure all the Business Reply Mail elements are positioned in the appropriate locations. Otherwise, item(s) may not qualify as Business Reply Mail and you may face surcharges or the cancellation of your Agreement.

4.3 Printing Business Reply Mail

The Business Reply Mail Artwork Online tool provides artwork in encapsulated postscript file (eps, vector outline format) and portable document format (pdf). The artwork is designed to work with Adobe® Creative Suite² and QuarkXpress®³ version 4.1 (and upward).

To enquire about using alternate software, contact a Customer Service Network (CSN) Representative (refer to [Section 4.1.2 "Assessment of machineability"](#)).

Using **QuarkXpress®***, **Adobe® Indesign²** and **Adobe® Photoshop^{**2}**

- the artwork for Business Reply Mail should be printed using the eps file. The pdf file should only be used for reviewing artwork
- the artwork should be printed at 100%

1. Adobe® Acrobat is a trade-mark of Adobe Systems Incorporated.
 2. Adobe® Creative Suite, Adobe® Indesign and Adobe® Photoshop are trade-marks of Adobe Systems Incorporated.
 3. QuarkXPress® is a trade-mark of ©2005 Quark, Inc. and Quark Media House Sàrl, Switzerland.

- positives or negatives should be printed using the highest quality printer settings. Ensure that there are adequate levels of toner or ink before printing positive or negatives. Without adequate levels, the extraction bars, barcode, and address block may be unreadable
- * When printing from QuarkXpress (PC version) to a non-postscript printer, select Full Resolution Preview Resolution.
- ** When opening the eps file using Photoshop, ensure the **Resolution** is set to 600 dpi (dots per inch), the **Mode** is set to Grey Scale, the **Orientation** is set to portrait and the **Constrain Proportions** box is checked.

4.3.1 ACCEPTABLE FONTS AND MAXIMUM ADDRESS LENGTHS (CANADIAN STANDARDS)

FONT	FONT SIZE	MAXIMUM ADDRESS LENGTH	
		ENVELOPE SIZE - #8	ENVELOPE SIZE - #8.5
Courier New	12	22 characters	24 characters
Courier New Bold	10	26 characters	29 characters
Letter Gothic	10	26 characters	29 characters

4.3.2 CANADIAN AND U.S. ENVELOPE STANDARDS

The Business Reply Mail Artwork Online tool produces artwork in accordance with the *Addressing Guidelines* and Canada Post's mail processing equipment thresholds. Standards vary between countries. Imperial equivalents are provided for your convenience.

ENVELOPE #	CANADIAN (LENGTH X WIDTH)	U.S.A. (LENGTH X WIDTH)
10	9.5 x 4.1 in. (241 mm x 105 mm)	9.5 x 4.1 in. (241 mm x 105 mm)
9	8.9 x 3.9 in. (225 mm x 98 mm)	8.9 x 3.9 in. (225 mm x 98 mm)
8	6.5 x 3.6 in. (165 mm x 92 mm)	8.6 x 3.6 in. (219 mm x 92 mm)
8.5	7.7 x 3.7 in. (171 mm x 95 mm)	N/A

5 NON-MAILABLE MATTER

Generally, non-mailable matter means any item that:

- is prohibited by law (e.g., illegal, obscene, fraudulent)
- is non-mailable due to the fact that it fails to meet certain physical characteristics/dimensions or marking requirements
- contains products or substances that could:
 - injure a person handling the mail
 - damage postal equipment or other items
 - trap other items.

Any item bearing a modified postage stamp in contravention of Section 52, or bearing a word or mark in contravention of Section 58, of the *Canada Post Corporation Act* is also non-mailable matter. Dangerous substances or articles prohibited by law are not acceptable as Business Reply Mail.

It is your obligation to ensure an item does not constitute non-mailable matter (further to Canada Post's *Non-mailable Matter Regulations*) and is otherwise acceptable for mailing. Visit "[Non-mailable Matter](#)" of the *Canada Postal Guide* for more information.

5.1 Solicitations by mail

Solicitations (offers) having the general appearance of a bill, invoice, or statement of account where there is no obligation to make a payment in relation to the offer unless accepted, must adhere to the regulatory obligations detailing wording and format requirements. For the official requirements of the *Solicitations by Mail Regulations* made under the *Canada Post Corporation Act*, go to <http://laws.justice.gc.ca/en/showtdm/cr/C.R.C.-c.1295>.

PREPARING

The Preparing module provides information on how to prepare Business Reply Mail when included with one of the following services:

- Personalized Mail™ – canadapost.ca/cppmguides
- Incentive Lettermail™ – canadapost.ca/ilmguides
- International Incentive Letter-post™ – canadapost.ca/ilpguides
- Publications Mail™ – canadapost.ca/pmguides
- Neighbourhood Mail™ – canadapost.ca/cpnmguides
- Postal Code Targeting - canadapost.ca/pctguides
- Parcel Services - canadapost.ca/parcelservices

When you include Business Reply Mail cards as part of another type of mailing (e.g., either loose or attached to a Neighbourhood Mail item), the card must be folded inside or inserted in the mail item in order to cover the Business Reply Mail design elements and specific Business Reply Mail address. This will avoid confusion for the recipient and Canada Post at the time of processing.

CREATING AN ORDER

An *Order (Statement of Mailing)* is not required when using Business Reply Mail, as it is intended to be included with one of the following services.

- Personalized Mail™ – canadapost.ca/cppmguides
- Incentive Lettermail™ – canadapost.ca/ilmguides
- International Incentive Letter-post™ – canadapost.ca/ilpguides
- Publications Mail™ – canadapost.ca/pmguides
- Neighbourhood Mail™ – canadapost.ca/cpnmguides
- Postal Code Targeting - canadapost.ca/pctguides
- Parcel Services - canadapost.ca/parcelservices

DEPOSITING

Business Reply Mail items are intended to be included when you send mail using one of the following services:

- Canada Post Personalized Mail™ – canadapost.ca/cppmguides
- Incentive Lettermail™ – canadapost.ca/ilmguides
- International Incentive Letter-post™ – canadapost.ca/ilpguides
- Publications Mail™ – canadapost.ca/pmguides
- Canada Post Neighbourhood Mail™ – canadapost.ca/cpnmguides
- Postal Code Targeting - canadapost.ca/pctguides
- Parcel Services - canadapost.ca/parcelservices

Consumers / recipients deposit Business Reply Mail items into the Canada Post mail stream. Business Reply Mail items can also be transferred to the Canada Post mail stream from other Postal Administrations.

PAYING FOR YOUR MAILING

1 APPLICATION

The information found in *Paying for Your Mailing* applies to the following products and services: Personalized Mail™, Business Reply Mail™, Incentive Lettermail™, International Incentive Letter-post™, Publications Mail™ and Neighbourhood Mail™.

2 PAYMENT METHOD OPTIONS

The following describes various payment method options acceptable to Canada Post. However, not all options may be accepted at all Canada Post facilities.

2.1 Use of Account

2.1.1 PERSONALIZED MAIL™, INCENTIVE LETTERMAIL™, INTERNATIONAL INCENTIVE LETTER-POST™, POSTAL CODE TARGETING, PUBLICATIONS MAIL™ AND NEIGHBOURHOOD MAIL™

- Customers with pre-approved credit terms may elect "ACCOUNT" as a method of payment if the mailing is to be invoiced and charged to the customer's Account and for applicable credit terms to apply. See [Section 3 "Pre-Approved Credit Terms - Account"](#) for details.
- Customers who do not qualify for credit terms must provide full payment at the time of mailing. Otherwise, the mailing will not be accepted. See [Section 4 "Payment at Time of Mailing – No Credit Terms"](#) for details.

2.1.2 BUSINESS REPLY MAIL

Customers must use an Account to access and pay for Business Reply Mail services. See [Section 3 "Pre-Approved Credit Terms - Account"](#) for details.

3 PRE-APPROVED CREDIT TERMS - ACCOUNT

3.1 Use of Account

Customers with pre-approved credit terms may elect "ACCOUNT" as a method of payment if the mailing is to be invoiced and charged to the customer's Account and for applicable credit terms to apply or if Business Reply Mail services are used. Following approval by Canada Post and continued credit worthiness as determined by Canada Post, at its discretion, credit terms of net 15 days from date of invoice will apply.

3.2 Invoice

For Personalized Mail, Incentive Lettermail, International Incentive Letter-post, Postal Code Targeting, Publications Mail and Neighbourhood Mail, if Account was selected to pay for a mailing, Canada Post will provide the customer with an invoice that summarizes the charges posted to their account. The charges reflected on the invoice are a summary of the mailings/*Orders (Statements of Mailing)* that a customer has submitted to Canada Post with the following exceptions:

- a) Customers who elect to pay for services via credit card will not receive an invoice. However, Canada Post does provide details for credit card transactions via epost™. Visit epost.ca to sign up for epost or for more details on this service. For more information on credit card as a payment option, see [Section 4.2 "Credit card"](#).
- b) Manual *Orders (Statements of Mailing)* for Neighbourhood Mail items submitted at a post office and depot (locations approved to accept Neighbourhood Mail) are not reflected on the invoice.
- c) Customer's can access a copy of their invoice through our free online service. See [Section 3.6 "Manage My Accounts"](#) for further information.

For Business Reply Mail, Canada Post will provide the customer with an invoice for Business Reply Mail that summarizes the charges posted to their account. The charges reflected on the invoice are either of the annual fee and/or of a summary of the Business Reply Mail items returned to the customer. Large volume receivers of Business Reply Mail are eligible to receive their invoices on a weekly basis. To qualify, customers must receive over 35,000 items of Business Reply Mail annually.

To sign up for weekly invoicing, please contact the Credit Management Group at 1-800-267-7651.

For all services, the customer 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 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 or *Order*).

Canada Post reserves the right, at its sole discretion, to refuse a request for a refund or credit of charges for any *Order* when such request is made by any party other than the payer.

3.3 Account settlement

Accounts may be settled using one of the following:

- Pre-authorized bank payment
- Pre-authorized credit card payment, upon Canada Post approval
- Online payment (see [Section 3.6](#))
- 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 business days for payment processing.

3.4 Past due amounts and administration fees

3.4.1 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 month (18% per annum). Canada Post may amend the late payment fee rate at any time upon Notice to the customer.

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 towards 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.

3.4.2 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: Customer's requiring duplicate copies of invoices, may access them through our free online service. See [Section 3.6](#) for further information. Requests for duplicate invoices or other documentation [e.g. *Order (Statement of Mailing)*, Packing Slips, etc.] fulfilled through our Account Management Group are subject to service fees for items up to six months from their creation date. Additional fees will apply for items older than six months, if available.

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

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.

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 which Canada Post investigates and determines to be correctly charged as originally invoiced.

3.5 Statement of Account (SOA)

A Statement of Account (SOA) will be provided monthly to the customer if the customer used their Account to pay for their mailing or for Business Reply Mail services. Such a *Statement of Account (SOA)* 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.

3.6 Manage My Accounts

The "Manage My Accounts" section available on our "Online Business Centre (OBC)" at canadapost.ca/obc provides a convenient and secure environment through which:

- Customers can access their account information online
- Customers may view the status of their accounts and make payment online through the "Manage My Accounts" page
- Customers can update credit card information online through "Manage My Accounts" under "Manage My Profile".

Visit canadapost.ca/obc or call the Credit Management Group at 1-800-267-7651 to obtain a user ID and password for access to Manage My Accounts.

4 PAYMENT AT TIME OF MAILING – NO CREDIT TERMS

This section applies to Personalized Mail, Incentive Lettermail, International Incentive Letter-post, Publications Mail and Neighbourhood Mail. For Business Reply Mail, please refer to [Section 2.1.2 "Business Reply Mail"](#) and [Section 3 "Pre-Approved Credit Terms - Account"](#).

4.1 Overview of payment method options at time of mailing

For customers without pre-approved credit terms, full payment 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 4.2 "Credit card"](#). For updating credit card information only, please refer to [Section 3.6 "Manage My Accounts"](#)
- debit card (some conditions apply)
- meter (some conditions apply). See [Section 4.3 "Postage meter"](#).

4.2 Credit card

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

- when the Canada Post Electronic Shipping Tools (EST) is 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 1: Some conditions and restrictions apply.

- 2: 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.
- 3: Credit cards are accepted at Canada Post facilities only where credit card authorization facilities are available.

4.3 Postage meter

Payment by postage meter impression is an available method of payment only for the following:

- ▶ Personalized Mail (Standard Machineable 50 g and Standard Special Handling up to 100 g - excluding Dimensional Personalized Mail)
- ▶ Standard Lettermail
- ▶ Other Lettermail (Non-Standard and Oversize)
- ▶ Incentive Lettermail (Standard up to 50 g and Oversize up to 100 g).
- ▶ U.S.A. Standard Letter-post
- ▶ U.S.A. Other Letter-post (Non-Standard and Oversize)
- ▶ International Standard Letter-post
- ▶ International Other Letter-post (Non-Standard and Oversize).

NOTE 1: Payment by postage meter impression on the item cannot be used to pay for Publications Mail, International Incentive Letter-post or Neighbourhood Mail items.

- 2: The Return to Sender service options are not available if postage meter payment is used.

The customer may elect "METER" as a method of payment for qualifying items by placing a postage meter impression on each item to sufficiently cover the cost of mailing.

Personalized Mail Items need only the month and the year (the day can be omitted from the date stamp) shown as six numeric characters in the format YYYY.MM. The name of the service must appear to the left of the postage meter impression in English and French.

Incentive Lettermail The name of the service must appear to the left of the postage meter impression in English and French.

NOTE: For more information on postage meter impressions, visit Paying For Your Mailing, [Section 2.2 "Postage Meter Impression"](#) of the *Canada Postal Guide*. See [Section 5 "Proof of Payment and Use of Postal Indicia"](#) for additional information.

5 PROOF OF PAYMENT AND USE OF POSTAL INDICIA

Personalized Mail, Incentive Lettermail and Business Reply Mail items must bear the appropriate postal indicia on the addressed side of each item for all methods of payment options, unless the items are being paid using a postage meter impression. Payment by postage meter refers to payment by placing a postage meter impression on each item of mail qualifying for meter payment (see [Section 4.3 "Postage meter"](#)).

For Publications Mail, the use of a postal indicia or the applicable "Basic Identifying Information" is required as a proof of payment.

A postal indicia cannot be used for Neighbourhood Mail items (refer to the Neighbourhood Mail, Service Overview Module [Section 1.1.3.1 "No postal indicia"](#)).

NOTE 1: Postal Indicia requirements and artwork can be obtained through a Canada Post Representative or electronically at canadapost.ca/indicia.

- 2: Business Reply Mail artwork can be obtained at canadapost.ca/obc through the Business Reply Mail Artwork Online tool, which includes the postal indicia.

6 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 1 "Definitions"](#) and [Section 9 "Authorized Users \(excludes Business Reply Mail™ service\)"](#) 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.

NOTE: For the Business Reply Mail (BRM) service: authorized users are not permitted.

GENERAL TERMS AND CONDITIONS WITH A STANDING OFFER AGREEMENT

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 12 consecutive calendar months falling between two anniversary dates.

1.4

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

1.5

"**Authorized User**" means a party designated by the Customer and who is approved by Canada Post to have access to the Products and Services offered under this Agreement. Unless otherwise specified in this Agreement, an Authorized User has full access to the Products and Services offered under this Agreement.

1.6

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

1.7

"**Customer-Developed/Third-Party Shipping system**" means the suite 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.

1.8

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

1.9

"**Electronic 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, audio equipment, media recording devices, cameras, camcorders, GPS and car audio equipment.

1.10

"**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/est.

1.11

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

1.12

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

1.13

"**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*.

1.14

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

1.15

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

1.16

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 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 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 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.

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

Customized Postal Indicia

Use of Images

The image submitted must be suitable for family audiences.

The image cannot contain any trademarks, trade names, official marks and any other rights of another party ("the Marks") without the prior written authorization of such other party. 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 agents the right to use such Mark's as required in performing its obligations.

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

In the event that an image depicts one or more individuals is submitted, the customer represents and warrants that it has the permission of the individual(s) depicted to use the image. In the case of an image of a celebrity or an image that appears to have been taken without the knowledge of the individual being depicted, the customer may be asked to provide written proof of permission (by way of email or mail) to use the image.

Canada Post reserves the right to refuse any proposed Customized Postal Indicia design that it, at its sole discretion, deems unsuitable for any reason.

Items with Customized Postal Indicia are not considered postage paid and must be inducted with an *Order (Statement of Mailing)* at a Canada Post facility.

Customized Postal Indicia products designs are subject to change without notice.

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.

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 (OS) surcharge;
- Unpackaged surcharge;
- Non-transmitted Order surcharge;
- Non-manifested Item 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 (EXCLUDES BUSINESS REPLY MAIL™ SERVICE)

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.

The Customer may amend the List of Authorized Users upon consent of Canada Post.

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 30 calendar days of such change in relationship.

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 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.

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*, 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 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 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 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 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™ or by Xpresspost™. 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), including in particular 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 B0230
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™ or Xpresspost™ 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 *Mail Forwarding* request form submitted to Canada Post, for the purpose of contacting the Customer with respect to this Agreement.

23 CONFIDENTIALITY

23.1

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, pricing, finances, marketing or business plans and general affairs of the other party or any subsidiary of such other party.

23.1.1

For clarity, Confidential Information 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.

23.2

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.

23.3

Section 23.2 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.

23.4

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.

23.5

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.

23.6

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 D. 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.

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 (EXCLUDES BUSINESS REPLY MAIL™ SERVICE)

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.