

## Introduction

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.

## **Information Sources**

Information on Canada Post products and services is available on the Canada Post website at:

Addressed Admail<sup>TM</sup> – www.canadapost.ca/aasupportdocuments
Business Reply Mail<sup>TM</sup> – www.canadapost.ca/brmsupportdocuments
Catalogue Mail<sup>TM</sup> – www.canadapost.ca/catsupportdocuments
Incentive Lettermail<sup>TM</sup> – www.canadapost.ca/ilmsupportdocuments
Publications Mail<sup>TM</sup> – www.canadapost.ca/pmsupportdocuments
Unaddressed Admail<sup>TM</sup> – www.canadapost.ca/uasupportdocuments

|  | Addressed<br>Admail | Business<br>Reply Mail | Catalogue<br>Mail | Incentive<br>Lettermail | Publications<br>Mail | Unaddressed<br>Admail |
|--|---------------------|------------------------|-------------------|-------------------------|----------------------|-----------------------|
| Address Accuracy Program<br>Customer Guide                                 | ×                   |                        | ×                 | х                       | х                    |                       |
| AdCard™ Services   | Х                   |                        |                   |                         |                      | Х                     |
| Canada Postal Guide  | Х                   | Х                      | х                 | Х                       | Х                    | х                     |
| Canadian Addressing Guide  | Х                   | Х                      | Х                 | Х                       | Х                    |                       |
| Canadian Postal Standards<br>Section of the Postal Guide                   | Х                   |                        |                   | х                       | х                    |                       |
| Customer Guide (including any amendments)                                  | Х                   | х                      | Х                 | х                       | х                    | х                     |
| Electronic Shipping Tools<br>User Guide                                    | Х                   |                        | Х                 | х                       | Х                    | Х                     |
| FSA and Letter Carrier<br>Walk Maps  |                     |                        |                   |                         |                      | x                     |
| GeoPost™ Plus  |                     |                        |                   |                         |                      | Х                     |
| Householder Counts<br>for Urban and Rural Delivery                         |                     |                        |                   |                         |                      | х                     |
| Lettermail National<br>Presortation Schematic (LNPS)                       |                     |                        |                   | х                       |                      |                       |
| List of Recognized<br>Presortation Software Vendors                        | Х                   |                        | Х                 | х                       | Х                    |                       |
| Mail Preparation and<br>Presortation Section of the<br>Canada Postal Guide | х                   |                        | Х                 | х                       | х                    | х                     |
| National Presortation<br>Schematic (NPS)                                   | Х                   |                        | Х                 |                         | Х                    | Х                     |
| When to say YES – That's<br>Addressed Admail                               | х                   |                        |                   |                         |                      |                       |
| Your Guide to Preparing<br>Unaddressed Admail                              |                     |                        |                   |                         |                      | x                     |

Refer to the following documents for specific details.

Address Accuracy Program Customer Guide – This guide identifies the various requirements of the Address Accuracy Program. An address is the information required to identify the specific location of a residence/business and/or the destination where a recipient receives mail.

AdCard™ Services – Provides information on Canada Post's advertising solution that combines convenience with the power of direct mail.

**Canada Postal Guide** – The *Canada Postal Guide* is the single source document containing detailed information on products and services offered by Canada Post, including to the U.S.A. and International destinations.

**Canadian Addressing Guide** – Standardized addressing ensures that mail is consistently "delivered on time, the first time, every time".

Canadian Postal Standards Chapter of the Postal Guide – The Canadian Postal Standards are primarily intended to assist mailers and their suppliers in properly preparing Items that will have the physical characteristics necessary for effective processing by Canada Post's automated mail processing equipment.

**Customer Guide (including any amendments)** – Electronic versions of these *Customer Guides* (including any amendments that may be published) are always available on the Canada Post website at **www.canadapost.ca/customer\_guides** 

**Electronic Shipping Tools User Guide** – The Electronic Shipping Tools User Guides/Check Lists provides a step-by-step walk-through of the Electronic Shipping Tools (EST) software.

**FSA** and Letter Carrier Walk Maps – These maps will provide Direct Marketers with information on how to target their audiences by providing data associated with the Forward Sortation Area (FSA) and Letter Carrier Walk (LCW) maps.

**GeoPost™ Plus** – GeoPost Plus is a program that uses geographic, demographic and lifestyle data so that you can target your Unaddressed Admail to reach only the neighbourhoods that match your customer profiles.

**Householder Counts for Urban and Rural Delivery** – Provides information on the number of houses, apartments, farms and business points of call. Use this information to determine the number of Items to prepare for your Unaddressed Admail mailing.

**Lettermail National Presortation Schematic (LNPS)** – This schematic will assist mailers and their suppliers in preparing their Lettermail mailings by defining how mail is consolidated to move across Canada.

**List of Recognized Presortation Software Vendors** – This list is the result of a program that evaluates and recognizes presortation and bar code recognition software products that are deemed acceptable by Canada Post standards.

Mail Preparation and Presortation Chapter of the Canada Postal Guide – The Mail Preparation and Presortation Guides have been developed to provide customers with a thorough understanding of Canada Post's mail preparation and presortation requirements.

**National Presortation Schematic (NPS)** – This schematic will assist mailers and their suppliers in preparing their mailings by defining how mail is consolidated to move across Canada.

When to say YES – That's Addressed Admail – Provides detailed information about the Addressed Admail definition, gives examples of the various Items that qualify and those that do not qualify as Addressed Admail.

Your Guide to Preparing Unaddressed Admail – Provides information required to help you understand and use Unaddressed Admail effectively, including but not limited to unaddressed flyers, brochures, catalogues, samples and coupons.

## **How to Reach Us**

For inquiries regarding

| Products and services           | Visit www.canadapost.ca  Commercial Service Network |  |  |
|---------------------------------|---|--|--|
| General information             |   |  |  |
|                                 | Call <b>1-800-260-7678</b>                          |  |  |
| Electronic Shipping Tools (EST) | Information/Registration                            |  |  |
|                                 | Visit www.canadapost.ca/obc  Technical Help Line    |  |  |
|                                 |   |  |  |
|                                 | Call <b>1-800-277-4799</b>                          |  |  |
| Payment and Account information | e-mail cmg@canadapost.ca                            |  |  |
|                                 | Credit Management Group                             |  |  |
|                                 | Call <b>1-800-267-7651</b>                          |  |  |

## **Postal Code and Other Data Products**

Customers may enter into a licence agreement with Canada Post to obtain Postal Code Address data, Delivery Mode data, Householder Counts data, and Householder Counts-Plus data. These products assist Customers in address validation and correction, Mail Preparation and Presortation, as well as Unaddressed Admail targeting.

For information on subscribing to these data products, Customers can contact a Canada Post Representative, visit the Canada Post Address Management Tools web page at www.canadapost.ca/am or send an e-mail to data.product@canadapost.ca

Customers can also write to the following address:

DATA LICENSING
CANADA POST
2701 RIVERSIDE DR SUITE B216
OTTAWA ON K1A 0B1

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Service Overview 1

## The Purpose of This *Unaddressed Admail™* Customer Guide

This *Customer Guide* has been designed to give Customers the detailed information needed to get the most from Canada Post's Unaddressed Admail service.

This *Customer Guide* forms part of the Agreement between the Customer and Canada Post. It explains the qualifications, and other terms and conditions under which this service is provided.

Customers should ensure they are using the most current version of the *Customer Guide*, which is posted at **www.canadapost.ca/customer\_guides** and includes all amendments. It is the Customer's obligation to meet all the requirements outlined in this *Unaddressed Admail Customer Guide*.

## 1.1 What is Unaddressed Admail?

## 1.1.1 A Targeted Direct Mail Service

Unaddressed Admail is one of Canada Post's targeted direct mail services. It consists of printed matter and product samples for delivery that are not addressed to a specific address in Canada. Items must be unaddressed but may bear wording, such as Householder, Occupant, Resident, or Boxholder, without any further address.

Our Unaddressed Admail service delivers advertising messages to more than 14 million addresses served by Canada Post. Unaddressed Admail provides geographic, demographic and lifestyle information to target mailings to neighbourhoods or localities that have the highest potential audience – without a customer database. Customers can target specific geographically defined areas in Canada, either locally or nationally, directing the message to an area as small as a single postal route (roughly 400 delivery points of call), and target the message to homes, apartments, farms or businesses, or any combination of the four.

The impact of an Unaddressed Admail Item is defined by the four Rs – the Item is received, read, recalled and responded to. Unaddressed Admail can help build customer traffic, develop relationship marketing with groups of customers, or advertise a special offer. Customers can easily measure the effectiveness of their campaign by including a Business Reply Mail™ card (see Section 2.1.2.1 on page 6-9 for more information).

Canada Post's Unaddressed Admail service puts the power of direct mail into the hands of every advertiser. Due to its vast delivery network, Canada Post is able to get the mailing received, read, recalled and responded to by more Canadians.

### 1.1.1.1 Reaching Your Customers

With Canada Post's targeting tools, Customers can determine the number of Items required to reach their audience (by Forward Sortation Area [FSA] and delivery mode [e.g., Letter Carrier Walk LC 0001]) and the postal facility that will be delivering their Unaddressed Admail. These tools include the following:

#### 1.1.1.2 GeoPost™ Plus

Canada Post's Unaddressed Admail service provides unduplicated coverage of both urban and rural markets. Customers can select and target the areas and neighbourhoods of their best prospects based on demographic and geographic profiles using Canada Post's postal code database and Statistics Canada data. As well as a combination of other data sources, such as MapInfo®'s Psyte, which includes consumer purchase behaviour, Canada Post offers a targeting Service, GeoPost Plus, that will help Customers define those areas. If Customers are looking for neighbourhoods of affluent families or young couples or neighbourhoods in which consumers are more likely to purchase expensive cars, for example, then GeoPost Plus can find the areas with concentrations of these target groups. Contact a Canada Post Representative for more information.

#### 1.1.1.3 Householder Counts

Householder data is information about the delivery areas served by Canada Post's delivery offices. The information is segmented into the number of houses, apartments, farms and business points of call, which will help the Customer determine the number of Items needed for their mailing.

The national database of householder counts is available on CD-ROM or by download from the Canada Post FTP site on a 12-month subscription basis, which includes monthly updates. Individual Householder Counts are available free-of-charge on the Canada Post website at www.canadapost.ca/uasupportdocuments

### 1.1.1.4 FSA Maps

FSA is the abbreviation for a Forward Sortation Area, and represents the first three characters of the postal code. FSA Maps, available for viewing online on the Canada Post website at www.canadapost.ca/uasupportdocuments, give Customers the specific geographic boundaries for every FSA in Canada. This information is invaluable for anyone trying to determine sales territories, plan coverage for a direct mail campaign, or study new locations for a retail store or business.

MapInfo® is a trademark of MapInfo Corporation and/or its affiliated companies.

Letter Carrier Walk Maps, available for viewing online on the Canada Post website at www.canadapost.ca/uasupportdocuments, give Customers the actual routes, or walks, covered by Letter Carriers. This is particularly useful for targeting local neighbourhoods. This information can be easily transferred to the *Unaddressed Admail Delivery Slip* to provide delivery instructions for Canada Post, to ensure Items are delivered to the specific target audience (see Section 4.1.3 on page 6-19).

## 1.1.2 A One-Stop Solution – AdCard™ for Unaddressed Admail

AdCard for Unaddressed Admail is an advertising medium that combines the strengths of Unaddressed Admail, the benefits of a one-stop solution and the impact of a high-quality card format. Simply provide us with your artwork, and leave the rest to us.

This one-stop solution includes\*:

- Targeting support: geographic/demographic/lifestyle
- Choice of card format with creative options available
- Printing of the card
- Mail preparation and deposit at a Canada Post facility
- Transportation of Items to delivery installation(s)
- Delivery with the regular mail in a low-clutter environment by professional carriers

#### Note

Items mailed using AdCard for Unaddressed Admail will apply towards the Customer's Unaddressed Admail annual volume commitment level if the Customer's Unaddressed Admail Agreement Number is provided on the AdCard Print Request Form.

\* Additional information and details on the applicable terms and conditions about AdCard for Unaddressed Admail are available at www.canadapost.ca/adcard or by calling the Commercial Service Network at 1-800-260-7678.

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## 1.2 Service Standards

#### 1.2.1 Service Standards Overview

Canada Post has developed service standards for properly prepared Unaddressed Admail Items.

Unaddressed Admail service standards are divided into two parts: transportation time and delivery cycle.

Service standards are estimates of how long it will take for the mail to be delivered from the point of deposit to the destination points. Service standards are not guaranteed.

#### Notes:

- The number of days excludes the day of mailing, weekends and statutory holidays.
- Weekend and statutory holiday deposits are considered deposited on the following business day.

The Customer can determine the service standard for their mailing by adding together: (Transportation Time + Delivery Cycle = Service Standard).

Customers must comply with the scheduling requirements specified in Section 4.1.2 on page 6-18 of this Guide to help ensure proper delivery arrangements are in place to meet Customer delivery requests.

Most urban and suburban areas are served by Canada Post Letter Carriers (Letter Carrier routes). Many rural areas or rapidly growing suburban areas are served by rural and suburban mail carriers with somewhat different delivery cycles (Non-Letter Carrier routes). If Customers are not sure which applies to their mailing, they can consult the Householder Data, which is available online at

### www.canadapost.ca/uasupportdocuments

Please refer to the *Canada Postal Guide* at **www.canadapost.ca/postalguide** for additional information on service standards, including transportation time and delivery cycle.

#### Note:

Service standards are subject to change without notice.

Transportation time is the number of business days normally required to move Unaddressed Admail Items from the Canada Post facility where the Customer deposits the Items to the Canada Post facility from which the Items will be delivered.

LOCAL\*2 business daysWITHIN A PROVINCE3 – 4 business daysNATIONAL\*\*3 – 14 business days

\* Within major centres, local means the geographic area served by the main Canada Post facility of that major centre. When Unaddressed Admail Items are deposited at this facility, the transportation time applies to moving the Items to the other facilities within that geographic area. In all other areas (e.g., rural), local means the specific delivery office from which the Items will be delivered.

If the Customer deposits at the same facility from where Items will be delivered, transportation time does not apply.

## 1.2.3 Delivery Cycle

#### 1.2.3.1 Letter Carrier Routes

The delivery cycle reflects the number of business days normally required to complete the delivery of properly prepared Unaddressed Admail Items. The delivery cycle varies based on the weight and size of the Item and the target area. Mailings must be deposited at the Letter Carrier delivery facility by 11:00 a.m. on the business day prior to the specified delivery cycle start date.

|                             |             |                     | Мах                | imum                 |                    |                    |
|-----------------------------|-------------|---------------------|--------------------|----------------------|--------------------|--------------------|
| Target Area                 | Weight      | Length              | Width              | Thickness            | Weight             | Delivery<br>Cycle  |
| Residential<br>Distribution | Up to 115 g | 35.56 cm<br>(14 in) | 15.24 cm<br>(6 in) | 1.91 cm<br>(0.75 in) | 115 g<br>(4.05 oz) | 3 business<br>days |
|                             | Over 115 g  | 35.56 cm<br>(14 in) | 15.24 cm<br>(6 in) | 1.91 cm<br>(0.75 in) | 230 g<br>(8.1 oz)  | 5 business<br>days |
| Business<br>Distribution    | Up to 115 g | 35.56 cm<br>(14 in) | 15.24 cm<br>(6 in) | 1.91 cm<br>(0.75 in) | 115 g<br>(4.05 oz) | 3 business<br>days |
|                             |             | 35.56 cm<br>(14 in) | 25.4 cm<br>(10 in) | 1.91 cm<br>(0.75 in) | 115 g<br>(4.05 oz) | 5 business<br>days |
|                             | Over 115 g  | 35.56 cm<br>(14 in) | 15.24 cm<br>(6 in) | 1.91 cm<br>(0.75 in) | 230 g<br>(8.1 oz)  | 5 business<br>days |
|                             |             | 35.56 cm<br>(14 in) | 25.4 cm<br>(10 in) | 1.91 cm<br>(0.75 in) | 230 g<br>(8.1 oz)  | 5 business<br>days |

Note:

Refer to Section 2.3 on page 6-12 for minimum size and thickness requirements.

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<sup>\*\*</sup> Includes Northern Regions and Remote Centres.

### 1.2.3.2 Non-Letter Carrier Routes

The delivery cycle for Non-Letter Carrier routes for Items weighing up to 500 grams normally will be completed the business day following receipt of the Items at the office of delivery, or on the date specified on the *Unaddressed Admail Delivery Slip*, whichever is later.

The delivery cycle for Non-Letter Carrier routes for Items weighing more than 500 grams up to 1,000 grams normally will be completed between five (5) and seven (7) business days following receipt of the Items at the office of delivery. Please refer to Section 4.2.3 on page 6-23.

## 1.3 Service Features and Options

#### 1.3.1 Features

### 1.3.1.1 Whom Can I Target?

Customers can reach their audience by selecting one or both of the following target areas.

| Target Area              |   |
|--------------------------|---|
| Residential distribution | Delivered to just the homes in your selected target area. Customers can choose houses only, apartments only, farms only, or any combination of the three. |
| Business distribution    | Delivered to just the businesses within the target area.  |

#### 1.3.1.2 Consumers' Choice

Customers can target more effectively by respecting the wishes of consumers who indicate, through a self-produced notice on their mailbox or mail receptacle, that they do not wish to receive unaddressed material. The only exemptions are materials from Elections Canada and Provincial Chief Electoral Officers, House of Commons mailings, municipal electoral mailings and community newspapers (defined below). Therefore, the Item is received by consumers who want to receive it. The breakdown of delivery points with and without these notices is available through our Householder Data, which is available online at www.canadapost.ca/uasupportdocuments

In order to be considered a community newspaper, the Item must:

- meet the Unaddressed Admail weight and size specifications;
- contain a maximum ratio of 70% advertising, including all inserts, to 30% news/editorial/community notices content;
- be published at least monthly but not more frequently than three times per week;
- serve the community in which it is published via its news and editorial content, and this news and editorial content must be relevant to any other communities to which the paper is distributed as a community newspaper;
- not simply be a newsletter that is intended for a special interest group and that consists of a printed sheet or pamphlet containing news or information.

If the content requirement is not met, it may qualify as an Unaddressed Admail Item, but will not be exempt from the Consumers' Choice program.

#### 1.3.1.3 Where the Items Will Be Delivered

Subject to Consumers' Choice (see Section 1.3.1.2 above), Unaddressed Admail Items are delivered to the consumers' regular mail location (e.g., to the door, mail receptacle, community mailbox, group mailbox and/or Post Office Box).

## 1.3.2 Options

#### 1.3.2.1 Parliamentary Mailings Using Unaddressed Admail

Parliamentary mailings using Unaddressed Admail may be used by members of the House of Commons to send free mailings to constituents up to four times each calendar year. These mailings must consist of printed matter only. Members of the House of Commons are entitled to Parliamentary Unaddressed Admail beginning on the day that their election to the House is announced in the *Canada Gazette* and up to 10 days after they leave office. All mailings must be mailed in Ottawa, through the House of Commons Post Office. Additional mailings are subject to the applicable price. Please contact a Canada Post Representative for further details and requirements.

### 1.3.2.2 Undeliverable Unaddressed Admail

If, for any reason, the Customer's Unaddressed Admail Items cannot be delivered, they may be returned to the Customer by specific request to do so. The cost for this additional service is the applicable Regular Parcel Counter Price. Alternatively, undeliverable Items will be disposed of or recycled as determined by Canada Post.

To obtain Regular Parcel Counter prices, please call a Canada Post Representative or our toll-free Commercial Service Network at **1-800-260-7678**.

## 2.1 Content

### 2.1.1 What is Acceptable as Unaddressed Admail?

Unaddressed Admail consists of printed matter and product samples for delivery that are not addressed to a specific address in Canada. In order to provide maximum flexibility and choice, the Customer's advertising piece can take on a variety of forms and content, including, but not limited to:

- flyers
- newspapers
- community newspapers (see Section 1.3.1.2 on page 6-7)
- cards
- coupons
- single sheets
- envelopes
- catalogues
- magazines
- brochures
- co-op mailings (see Section 2.2.2 on page 6-11)
- samples, including CDs and DVDs (see Section 2.1.2.2 below)
- inserts and enclosures (see Section 2.1.2 below and Section 3.4 on page 6-16)

#### 2.1.2 Inserts (Enclosures/Attachments)

### 2.1.2.1 Business Reply Mail

When Business Reply Mail cards are included as part of an Unaddressed Admail Item (including AdCard for Unaddressed Admail), the card must be folded inside or inserted in the Item 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.

#### **2.1.2.2 Samples**

A sealed envelope may contain only one sample at no additional charge. If more than one sample is enclosed, each additional sample will be charged as a separate Unaddressed Admail Item based on the Customer's annual volume commitment. Samples sent individually (i.e., not enclosed in an envelope) will be charged as a separate Unaddressed Admail Item based on the Customer's annual volume commitment. If the sample is scented, it must be packaged and sealed in a manner that prevents the scent from escaping.

Certain packaging restrictions apply to samples. For instance, CDs and DVDs are not acceptable in hard jewel cases.

## 2.1.3 What is Unacceptable as Unaddressed Admail?

To be eligible as Unaddressed Admail, the Items mailed must meet the criteria specified for Unaddressed Admail and must be prepared for mailing in such a manner as to prevent loss of or damage to any Item and to permit easy examination of each Item.

Magnets cannot be mailed as an Unaddressed Admail Item; however, they may be acceptable as inserts. The Item, including the magnet, must be reviewed for approval by an authorized Canada Post Representative prior to mailing.

## 2.1.4 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 or marking requirements;
- contains products or substances that could
  - cause injury to those handling the mail,
  - cause damage to postal equipment or other Items, or
  - cause entrapment of 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.

#### Note:

Solicitations that have the general appearance of a bill or statement of account must clearly indicate that there is no obligation to make a payment in relation to the offer unless it is accepted. Specific wording and format requirements are detailed in the Solicitations by Mail Regulations made under the Canada Post Corporation Act.

Further information respecting non-mailable matter restrictions is outlined in the Non-mailable Matter chapter of the Canada Postal Guide.

It is the Customer's obligation to ensure an Item does not constitute non-mailable matter and is otherwise acceptable for mailing.

See Section 4.2.2 on page 6-23 for information on how non-compliant Items will be handled.

#### 2.2.1 No Address on Unaddressed Admail Items

Items must be unaddressed but may bear wording, such as Householder, Occupant, Resident or Boxholder, without any further address.

## 2.2.2 Co-op Mailings

Co-op mailings are two or more Items/advertisements from different advertisers printed on a single sheet/card or coupon booklet, or mailed in a sealed bag, wrapper or envelope that prevents separation. When only two companies are sharing distribution costs of the advertisement of their company's products and services, each company must advertise on a minimum of 25% of the space on the Item.

When three or more companies are participating in a co-op mailing, the minimum advertising space requirement no longer applies. However, the owner of the co-op mailing must be an advertiser and the owner of the mailing must be identified on the Item as provided for in Section 2.2.3 below.

Customers cannot simply print their name at the bottom of the Item and be considered advertisers.

#### 2.2.3 Customer Identification

Each Unaddressed Admail Item must bear the Customer's name.

In the case of co-op mailings and/or mailings completed on behalf of a group, the name of the Customer (the owner of the co-op mailing or the mailing completed on behalf of the group) must be clearly identified on the Item, such as Mailed By "Name of Customer (sender)" in order to inform the recipient of the sender.

### 2.2.4 Markings

Customers may only use Canada Post postage indicia, logos, trademarks or markings if the Customer has obtained the prior written consent of Canada Post. Any use by the Customer must then be only in strict accordance with the consent granted. Any unauthorized use is an offence under the Canada Post Corporation Act.

service • Any la

Note that an Item will be non-mailable matter 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, franking impression or service label.
- 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.)
- 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 the Customer's obligation to obtain approval for any proposed endorsement or other markings from Canada Post prior to printing.

#### Note:

In no event may third parties use or replicate the tagline "From anywhere... to anyone<sup>TM</sup>". This tagline is Canada Post's corporate tagline and is reserved for the exclusive use of Canada Post. No third parties will be granted permission to use or replicate this tagline or permitted to create a "spin-off" of this tagline.

#### 2.2.4.1 No Postal Indicia

There is no postal indicia for the Unaddressed Admail service. Postal indicia markings are not acceptable on any Unaddressed Admail Item with the exception of the Business Reply Mail indicia, providing that the specifications are followed as described in Section 2.1.2.1 on page 6-9. Any Unaddressed Admail Items bearing an indicia marking, except for a Business Reply Mail indicia, will not be accepted as an Unaddressed Admail Item.

## 2.3 Physical Characteristics

Items delivered by Canada Post Letter Carriers have different size and weight specifications than those delivered on Non-Letter Carrier delivery modes.

Each Unaddressed Admail Item must meet the applicable size and weight requirements as outlined on the following page.

Questions concerning the mailing of Items should be directed to a Canada Post Representative.

| Letter Carrier              | Routes*             |                    |                       |                   |
|-----------------------------|---------------------|--------------------|-----------------------|-------------------|
| Maximum                     | Length              | Width              | Thickness             | Weight            |
| Residential<br>Distribution | 35.56 cm<br>(14 in) | 15.24 cm<br>(6 in) | 1.91 cm<br>(0.75 in)  | 230 g<br>(8.1 oz) |
| Business<br>Distribution    | 35.56 cm<br>(14 in) | 25.4 cm<br>(10 in) | 1.91 cm<br>(0.75 in)  | 230 g<br>(8.1 oz) |
| Minimum                     | 70 cm² area (10     | .85 in²)           | 0.18 mm<br>(0.007 in) | N/A               |

| Non-Letter Carrier Routes**                 |                     |                    |                     |                      |
|---|---------------------|--------------------|---------------------|----------------------|
| Maximum                                     | Length              | Width              | Thickness           | Weight               |
| Residential<br>and Business<br>Distribution | 35.56 cm<br>(14 in) | 28 cm<br>(11 in)   | 3.81 cm<br>(1.5 in) | 1,000 g<br>(35.3 oz) |
| Samples                                     | 22.86 cm<br>(9 in)  | 15.24 cm<br>(6 in) | 2.54 cm<br>(1 in)   | 500 g<br>(17.6 oz)   |
| Minimum                                     | N/A                 | N/A                | N/A                 | N/A                  |

Please note that for mailings destined to Non-Letter Carrier Routes containing Items weighing over 500 grams and up to 1,000 grams, the Customer must schedule the mailing by contacting a Canada Post Representative or calling our Commercial Service Network at 1-800-260-7678.

- \* The delivery mode that falls under the specifications of Letter Carrier Routes is simply "LC" (for Letter Carrier).
- \*\* All other delivery modes, which include RR (rural routes), SS (suburban services), GD (general delivery), LB (lock boxes), CF (call for), MR (motorized routes) and DIR (directs) fall under the specifications for "Non-Letter Carrier Routes".

## 3.1 Minimum Distribution

Distribution information is available through the Householder Counts Data (see Section 1.1.1.3 on page 6-2).

The minimum volume for distribution at a Letter Carrier or Non-Letter Carrier office is:

- The complete distribution of one route\*,
- The complete distribution to houses only, apartments only, farms only, businesses only, or any combination, on one route.
- \* Customers may provide lesser quantities than the required distribution within a Letter Carrier or Non-Letter Carrier office. In such cases, Canada Post will deliver Unaddressed Admail Items at the selected delivery installation(s) until the quantities are depleted, starting at the first Letter Carrier route or Non-Letter Carrier delivery mode. For example, if a Letter Carrier office requires 5,000 Unaddressed Admail Items to ensure full coverage of the office and the Customer chooses to mail only 4,000 Items, Canada Post will deliver the 4,000 Items starting with the first Letter Carrier route, as selected by the Customer, until the Items are depleted (in no particular order). However, a Customer may select the Letter Carrier routes or Non-Letter Carrier delivery modes that will receive less than full coverage provided the Customer submits the Order (Statement of Mailing) using the Electronic Shipping Tools (EST) or by indicating the quantities on the Unaddressed Admail Delivery Slip. For example, if a Letter Carrier office requires 5,000 Unaddressed Admail Items to ensure full coverage of the entire office and the Customer chooses to mail only 4,000 Items, the Customer may specify which Letter Carrier routes will receive less than full coverage. These Items will be delivered until depleted (in no particular order) on a given route.

In some cases, a Letter Carrier route may cover more than one Forward Sortation Area (FSA). This is referred to as a "split walk". Customers may choose which FSA (see Section 1.1.1.4 on page 6-2) within the split walk they wish to have covered by using the "fully featured" or "Express Order Entry" versions of the Electronic Shipping Tools (EST) or by indicating the selected FSA on the *Unaddressed Admail* Delivery Slip.

## 3.2 Version Specific

If Customers wish to have different versions of Items within an Unaddressed Admail mailing (e.g., identical envelopes with varying content) for delivery within the same delivery installation, Letter Carrier route or Non-Letter Carrier delivery mode, Customers may do so provided each different version:

- is bundled and containerized separately;
- has its own Unaddressed Admail Delivery Slip;
- has container labels that indicate the Unaddressed Admail Delivery Slip control number:
- is entered on separate lines on the Order (Statement of Mailing); and
- has the FSA and target area (i.e., houses, apartments, farms, businesses) printed on the piece, if there are different versions per Letter Carrier route or Non-Letter Carrier delivery mode.

## 3.3 Bundling and Containerization

Unaddressed Admail Items, including inserts and samples, must be bundled so that each bundle can be held comfortably in one hand. A bundle must not exceed 100 millimetres in height for Items weighing up to 500 grams and 200 millimetres in height for Items weighing over 500 grams and up to 1,000 grams. A bundle must not consist of more than 200 Items per bundle. All bundles should contain equal quantities, except the last bundle of a mailing, which may be smaller and is referred to as a "residue" bundle.

Each bundle must be securely tied or banded (double-strapped) to prevent breaking open during handling or while in transit. Bundles must then be enclosed in a suitable bag or Customer-supplied container.

To ensure that your bag or Customer-supplied container is suitable, please contact a Canada Post Representative or call our Commercial Service Network at 1-800-260-7678. The maximum weight of the bag or Customer-supplied container and enclosed bundles cannot exceed 25 kilograms. The appropriate Unaddressed Admail tie-on tag or vinyl label holder must be affixed to each bag and contain information on the destination office.

For proper specifications on creating your own label, please contact a Canada Post Representative or call our Commercial Service Network at 1-800-260-7678.

When using Customer-supplied containers, the appropriate adhesive label must be affixed to each container when it is deposited at a mail processing plant or postal outlet.

Each bag tag or adhesive label must be addressed to the postal installation of delivery and be consecutively numbered (1 of 5, 2 of 5, etc.) to indicate the total number of containers/bags in the shipment. Tie-on tags and adhesive labels are available through a Canada Post Representative, commercial outlet or by calling our Commercial Service Network at **1-800-260-7678**.

#### Note:

The "fully featured" or "Express Order Entry" versions of the Electronic Shipping Tools (EST) can be used to automatically generate all required bar-coded labels and documentation required for use, at the time of mailing.

## 3.4 Preparing Inserts/Enclosures

An insert placed in a newspaper, magazine or catalogue must be firmly attached or folded into the Unaddressed Admail Item in order to become an integral part of the Item and not become separated during normal handling of the mail.

To test whether an insert will separate from an Unaddressed Admail Item, use the thumb and index finger of the same hand to pinch along the middle of the spine (or fold) and shake the Item horizontally.

If the inserts separate during this test, one of the following options must be applied in the preparation of your Item:

- Enclose the Item, including inserts, within a "paper" wrapper or envelope.
- Enclose the Item, including inserts, within a "plastic" wrapper or envelope (also referred to as a polybag).
- Affix stickers, tape or tabs to the top and bottom open edges of a folded Item, or on the open edge opposite the fold or all the open edges.
- Enclose the inserts into a newspaper by enclosing all inserts within one insert or wrapper to create one spine and then placing the insert package within one quadrant of the newspaper ensuring the spine of the inserts is facing the outside edge of the newspaper.
- Place the inserts within the pages of the Item and then fold the Item to form a common fold.
- If there are two sections to the Item, place the insert between the two sections and then fold the Item to form a common fold.
- Staple the inserts, provided that the staples are enclosed or covered in a manner that prevents exposure during normal handling.
- Glue the inserts, provided that both the glue and the paper are strong enough to retain the insert within the Item.

If the enclosure still separates after having applied the test or any of the options above, the enclosure will not be delivered and will be recycled or disposed of in accordance with Canada Post policy (see Section 1.3.2.2 on page 6-8).

## 3.5 Distribution Plan

When the Customer's selected target area of delivery includes more than 10 delivery offices, and the Customer selects transportation for some but not all of the Items within the same mailing, a Distribution Plan must be submitted at the time of mailing.

A Distribution Plan can be generated when preparing the Order (Statement of Mailing) using the "fully featured" version of the Electronic Shipping Tools (EST). When preparing the Order (Statement of Mailing) manually or via "SOM Only", Canada Post does not provide a Distribution Plan form. The Distribution Plan can be prepared in any format as long as it includes the following information:

- Customer name;
- Customer Account Number:
- The serial number of the Order (Statement of Mailing);
- The control number(s) of each Unaddressed Admail Delivery Slip in the mailing (there may be more than one *Unaddressed Admail Delivery Slip* for a delivery facility, depending on the nature of the mailing);
- The postal code of the delivery facility listed on each Unaddressed Admail Delivery Slip;
- The volumes forwarded to each delivery facility.

## 4.1 Prior to Depositing

### 4.1.1 Provide a Sample Item

To confirm that the Item(s) meet Canada Post's specifications for Unaddressed Admail, Customers are required to provide one representative sample (including inserts identical to those being mailed) of each Item for each variation (e.g., weight, size, content).

Such sample(s) and two (2) printed copies of the *Order (Statement of Mailing)* prepared electronically or the original of a manually prepared *Order (Statement of Mailing)* must be provided to an authorized Canada Post Representative at an approved postal facility where mail will be deposited, on or before the time of deposit, to the office of payment as declared on the *Unaddressed Admail Delivery Slip*.

If the Customer elects to transport the Items directly to the local delivery facility, the Customer is required to provide one representative sample and the applicable copies of the *Order (Statement of Mailing)*, stated above, to the Receipt Verification Unit or Corporate Retail Counter (also known as the office of payment), before proceeding directly to the local delivery facility.

## 4.1.2 Scheduling

To ensure that Canada Post is ready to deliver larger mailings, Customers who sign a contract with Canada Post and expect to mail 100,000 or more Items per year must provide Canada Post with a mailing plan, for approval, at least five (5) business days prior to the deposit of any Items. This mailing plan must include:

- the proposed deposit locations;
- the dates and times of the deposits and the quantities to be deposited at each location; and
- a breakdown of the planned offices of delivery and the volumes for those offices, by Forward Sortation Area (FSA) and delivery mode.

If deposits are made daily, weekly, monthly or on an otherwise intermittent basis, a standing mailing plan should be provided to the Canada Post Representative where Items are deposited. When a standing mailing plan is used, the Canada Post Representative must be advised of any change at least two (2) business days prior to the deposit.

## 4.1.3 Creating an Order (Statement of Mailing)

An Order (Statement of Mailing) must be properly completed and submitted at the time of mailing, along with a sample (See Section 4.1.1 on page 6-18) of the Item, including all enclosures and/or inserts, identical to those to be mailed.

An Order (Statement of Mailing) should be prepared and submitted electronically using the Electronic Shipping Tools (EST) but can be submitted manually. Manually prepared Orders (Statements of Mailing) are subject to Non-Contract prices (see Section 4.1.3.2 on page 6-21).

Two (2) printed copies of the Order prepared electronically, or the original of a manually prepared Order (Statement of Mailing), must be provided to an authorized Canada Post representative at the postal facility approved by Canada Post at the time of mailing and deemed to be the office of payment, as declared on the Unaddressed Admail Delivery Slip.

Items weighing 115 grams or less and Items weighing more than 115 grams must be entered on separate Orders (Statements of Mailing).

4.1.3.1 Electronically Prepared *Orders* (Electronic Shipping Tools [EST]) In order to access Contract prices, Orders (Statements of Mailing) must be prepared using the Electronic Shipping Tools (EST).

Customers can obtain the Electronic Shipping Tools (EST), free of charge, by registering for a user ID and password at www.canadapost.ca/obc. For technical inquiries regarding the Electronic Shipping Tools (EST), please call the Technical Help Line at 1-800-277-4799.

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Customers have the option of using either the Electronic Shipping Tools (EST) online, or the desktop version, which can be downloaded to prepare *Orders* off-line and submitted later. This method reduces paperwork and opportunities for error, while providing added Customer convenience.

Canada Post has three versions of the Electronic Shipping Tools (EST) available for use for Unaddressed Admail services, which are:

- Fully featured
- Express Order Entry
- SOM Only

Visit the Canada Post website at www.canadapost.ca/est\_uam for more information on EST for Unaddressed Admail.

Using the fully featured or Express Order Entry versions of the EST will enable Customers to:

- have access to the applicable Contract price;
- have the entire Order (Statement of Mailing) automatically prepared, including the Unaddressed Admail Delivery Slip(s) and all bar-coded labels and documentation required for use, at the time of mailing. If the Fully Featured version of EST is used, the Statement of Mailing, Packing Slip, and Mailing Summary will be combined and printed as one form;
- have the delivery details specific to the mailing automatically printed on the applicable forms and labels;
- receive an automation incentive (see *Unaddressed Admail Price Sheet* for details);
- have the volumes identified on the automated *Order* count towards the Customer's annual volume commitment level;
- not be subject to the manual Order processing fee;
- not be required to have the *Unaddressed Admail Delivery Slip* back stamped at a Canada Post facility at the time of mailing, as proof of payment;
- have access to Track a Mailing.

#### Note:

Customers must access the fully featured version of the Electronic Shipping Tools (EST) when targeting more than one Delivery Installation.

- have access to the applicable Contract price;
- have only the *Order (Statement of Mailing)* electronically prepared, noting the Customer is still required to provide manually prepared copies of the *Unaddressed Admail Delivery Slip(s)*, container labels and mailing plan summary, as required, at the time of mailing;
- have the volumes identified on the automated Order count towards the Customer's annual volume commitment level;
- not be subject to the manual Order processing fee.

#### Note:

The Customer will still be required to have the *Unaddressed Admail Delivery Slip(s)* back stamped to certify payment, at the time of payment.

#### 4.1.3.2 Manual Order (Statement of Mailing)

Customers can choose to manually prepare an *Order (Statement of Mailing)* using a hard copy form. However, such manual *Orders (Statements of Mailing)* will be subject to Non-Contract prices.

Use of the Electronic Shipping Tools (EST) to prepare and submit *Orders (Statements of Mailing)* is mandatory to access Unaddressed Admail Contract prices. To ensure the Unaddressed Admail volumes contribute to the Customer's annual volume commitment level, if a manual *Order* is used, please refer to the *Unaddressed Admail Price Sheet* for conditions.

#### 4.1.3.3 Unaddressed Admail Delivery Slip(s)

Canada Post provides an *Unaddressed Admail Delivery Slip*, which the Customer must complete for each delivery facility within the mailing. The completion of this form is essential for providing the specific delivery instructions for our carriers, including the selected Forward Sortation Area (FSA) and route numbers. When completed, the Customer must take the *Unaddressed Admail Delivery Slip*, along with the *Order*, to the Canada Post facility. The *Unaddressed Admail Delivery Slip(s)* must be placed within the residue or smallest bundle, in the last Customer-supplied container or bag (i.e., 5 of 5) for each delivery installation selected. In the case of version-specific mailings, each version must have its own *Unaddressed Admail Delivery Slip*.

The back of the *Unaddressed Admail Delivery Slip* will be stamped as a validation of payment for *Orders* prepared and submitted manually or *Orders* submitted using the SOM Only version of EST.

## 4.1.4 Partial Mailings and Downstream Shipments

If an Unaddressed Admail mailing is deposited in more than one shipment, the total mailing cost must be reflected on the *Order (Statement of Mailing)* for the entire *Order*.

If an Unaddressed Admail mailing is deposited at approved downstream sites, the total mailing cost must be reflected on a single *Order* (*Statement of Mailing*) for the entire *Order*.

If an Unaddressed Admail mailing is to be deposited in more than one location or on more than one date, an Order must describe the entire mailing and accompany each deposit. If the Fully Featured version of the Electronic Shipping Tools (EST) is used, it will automatically produce an Order that describes the entire mailing and the portion being partially deposited.

#### Note:

Orders (Statements of Mailing) for partial mailings and downstream shipments cannot be prepared and submitted using the Express Order Entry version of the Electronic Shipping Tools (EST).

The Fully Featured version of EST will automatically generate the appropriate quantity of documents for your partial mailings and downstream shipments. Three (3) copies of the Order for the first shipment plus two (2) copies for each additional drop off location will be printed.

## 4.2 At the Time of Deposit

## 4.2.1 Where to Deposit

Unaddressed Admail Items must be deposited with an authorized representative of Canada Post at any postal facility approved by Canada Post, including Retail postal facilities. Unaddressed Admail Items cannot be deposited into street letter boxes or other mail receptacles. All Items of Unaddressed Admail destined for the same Canada Post delivery installation must be deposited on the same date. The delivery cycle start and end date will be adjusted based on the date that the mailing is actually received, where this is later than the planned deposit date.

Unaddressed Admail prices apply to Items destined for delivery within the area served by the delivery facility where the Items are deposited. If the Customer wishes to have Canada Post forward Items to any other delivery area, a Transportation fee will apply. Transportation fees apply to all Unaddressed Admail Items transported from a Canada Post facility to any other delivery facility (see Section 5.2 on page 6-24).

Please see General Terms and Conditions, Section 8, "Criteria for Qualification" for information on how non-compliant Items will be handled.

## 4.2.3 When to Deposit

### 4.2.3.1 "Delivery Start Date" Specified Mailings

When the delivery cycle (see Section 1.2.3 on page 6-5) start date is specified by the Customer and the mailing is to be deposited directly to a Letter Carrier Delivery Installation, for local delivery, the mailing must be deposited no later than 11:00 a.m., the day prior to the specified delivery start date. Deposits to Non-Letter Carrier offices for local delivery, or Retail Outlets or Depots (only at locations approved to accept Unaddressed Admail) can be deposited any time on the business day prior to the delivery start date. Mailings cannot be deposited earlier than 72 hours prior to the delivery start date.

The date of deposit for Items at a Receipt Verification Unit (RVU) for national or regional distribution and delivery is determined by the number of business days required by Canada Post service standards (see Section 1.2 on page 6-4) to meet the delivery start date specified by the Customer. Mailings cannot be deposited earlier than 48 hours prior to the determined deposit date.

The delivery start date as indicated in the Order (Statement of Mailing) will be adjusted for all mailings deposited earlier or later than the required times as indicated above.

#### 4.2.3.2 "Upon Receipt" Specified Mailings

When the Customer selects "Upon Receipt" and the mailing is to be deposited directly to a Letter Carrier Delivery Installation, for local delivery, the mailing must be deposited by 11:00 a.m., for delivery to begin the next business day. Mailings received after 11:00 a.m., will result in the delivery beginning the second business day after the deposit of the mailing. Deposits to Non-Letter Carrier offices or Retail Outlets and Depots (only at locations approved to accept Unaddressed Admail) can be made at any time on the business day prior to the commencement of the delivery.

## 5.1 Pricing

For the applicable published prices, please refer to the Unaddressed Admail Price Sheet available at www.canadapost.ca/customer\_guides

In order to take advantage of these prices, the Customer must meet all applicable requirements, including the specifications and mail preparation requirements for Unaddressed Admail, as outlined in this Agreement.

## **5.2 Transportation Fees**

If the Customer wishes to deposit the total mailing at a single Canada Post delivery facility, Canada Post will transport these Items to the offices of delivery for a fee. Transportation fees will apply to each Item at the prices indicated on the *Unaddressed* Admail Price Sheet (refer to www.canadapost.ca/customer\_guides. Alternatively, Customers can transport their Items directly to the appropriate local delivery facility(ies). When the Customer deposits their Unaddressed Admail Item(s) at a Distribution Centre Facility (DCF) for delivery to a Letter Carrier delivery office located in the same facility, Transportation fees will not apply.

## **Unaddressed Admail** Specific Terms and Conditions

## **6.1 Payment Terms**

For general payment terms, see "Making Payment" in Section 7.

## 6.2 General Terms and Conditions

For general terms and conditions, see "General Terms and Conditions" in Section 8, which are modified as follows:

#### Replace 8.3.6 Customer's Obligations

If so specified in the Customer Guide 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.

#### Add 8.24 Ownership of Mail

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.

# **Making Payment**



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## Making Payment

## 7.1 Payment Options

The following payment options are acceptable but not all methods of payment may be accepted at all Canada Post facilities.

#### 7.1.1 Credit Card

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

- a) 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.
- b) 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.

#### Notes:

- Some conditions and restrictions apply.
- 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.
- Credit cards are accepted at Canada Post facilities only where credit card authorization facilities are available.

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## 7.1.2 Postage Meter

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

- Addressed Admail Items, with the exception of Addressed Admail Items weighing over 50 grams, and for Dimensional Addressed Admail Items;
- Incentive Lettermail Items, with the exception of Incentive Lettermail Short and Long (S/L) Items over 50 grams and Incentive Lettermail Oversize (O/S) Items over 100 grams up to 500 grams; and
- Business Reply Mail Postage Due Receipt.

#### Notes:

- Payment by postage meter impression on the Item cannot be used to pay for Publications Mail, Unaddressed Admail or Catalogue Mail Items.
- The Return to Sender and Address Correction service options are not available if postage meter payment is used.

The Customer may elect "meter" as a method of payment for qualifying items:

- a) By placing a postage meter impression on each Item to sufficiently cover the cost of mailing, or
- b) For Addressed Admail Items by placing a postage meter impression on each Item at the lowest price. The Customer will be invoiced for the additional postage.

#### Notes:

- Payment by postage meter impression is not an acceptable method of payment for certain Products and Services 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.
- The postage meter impression must meet requirements as outlined in the Canada Postal Guide.

## 7.1.3 Account

Qualifying Customers 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. 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.

Accounts may be settled using one of the following:

- a) Pre-authorized bank payment;
- b) Pre-authorized credit card payment, upon Canada Post approval;
- c) Payment by cheque or money order; or
- d) Online payment, upon Canada Post approval.

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

If the Customer does not qualify for credit, the Customer must provide full payment at the time of mailing, otherwise, the items will not be accepted (refer to Section 7.1.4 below).

#### Notes:

Use of the Electronic Shipping Tools (EST) to prepare and submit an *Order* (Statement of Mailing) is mandatory to access:

- Addressed Admail Machineable and LCP (Letter Carrier Presort) prices
- Incentive Lettermail Machineable, High Density Presort and Low Density Presort prices
- Publications Mail Machineable and LCP (Letter Carrier Presort) prices
- Unaddressed Admail Contract prices

## 7.1.4 Payment 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 (Retail Outlets only)
- Money Order
- Meter (some conditions apply)
- Credit Card (some conditions apply)

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## 7.2 Payment Remittance

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 CORPORATION
2701 RIVERSIDE DR STATION 0680A
OTTAWA ON K1A 1L7

Customers should allow up to three (3) business days for payment processing.

## 7.3 Invoice and Statement of Account

Canada Post will provide the Customer with an invoice that summarizes the charges applicable for each *Order* processed unless the transactions were paid by credit card.

A Statement of Account will be provided monthly to the Customer providing the Customer has elected to use their account to pay for their mailing. The Statement of Account will summarize each of the invoices processed, any related adjustments and payments made during the month, as well as any balance owing at the end of the month.

#### Notes:

- For details supporting Credit Card transactions, Customers may sign up for epost (refer to www.epost.ca for details) or rely on their Credit Card statement for information.
- A manual *Order (Statement of Mailing)* for Unaddressed Admail Items submitted at Retail Outlet and Depot (locations approved to accept Unaddressed Admail) is also not reflected on the *Statement of Account*.

The Customer should advise the Credit Management Group at **1-800-267-7651** of any discrepancies within 15 days of the invoice date.

## 7.4 Manage My Accounts

Customers may view the status of their accounts and make payment online through the "Manage My Accounts" page at www.canadapost.ca/obc

Call the Credit Management Group at **1-800-267-7651** to obtain a user ID and password.

## 7.5 Late Payment Fees

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.

An administrative fee of \$25 will be applied on any payment that is dishonoured for any reason, including a payment returned due to Not Sufficient Funds (NSF). Canada Post may amend the amount of this fee at any time upon Notice to the Customer. 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.

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.

## 7.6 Authorized Users

The Customer may wish to allow another party to use their Agreement or Customer Number. A Canada Post Representative can explain under what conditions this is possible and who may be considered as an Authorized User.

The Customer must attach a list of all Authorized Users to their Agreement Activation Form. The list of Authorized Users may be amended with the consent of Canada Post. Whenever an Authorized User is added or removed, the Agreement holder must provide a signed notification of change to the Agreement so that Canada Post may update the applicable records. All Authorized Users will be required to complete the Customer Account Information Form and a Canada Post Credit Application Form. These two forms can be obtained from a Canada Post Representative or the Canada Post Credit Application Form can also be obtained at www.canadapost.ca/caf

The Authorized User will also be required to provide proof that the Customer has approved the use of their Agreement or Customer Number. In the event that an Authorized User fails to pay for services rendered under this Agreement, the Agreement holder will be responsible for paying the amounts owing.

For Customers who receive subsidies through the Publications Assistance Program (PAP) administered by the Department of Canadian Heritage (DCH), postage for PAP-eligible publications must be paid by the Customer who has been assigned the Registration Number by DCH. 7

## 7.7 Proof of Payment

For all methods of payment, except for postage meter impressions, Addressed Admail, Catalogue Mail, Incentive Lettermail and Business Reply Mail Items must bear the appropriate postal indicia on the addressed side of each Item. For Publications Mail, the use of a postal indicia is optional, however, the applicable "identifying information" described in the *Publications Mail Customer Guide* is required (refer to Section 2.2.1 on page 5-18). No postal indicia applies to Unaddressed Admail Items (refer to Section 2.2.4.1 on page 6-12 of the *Unaddressed Admail Customer Guide*).

The postal indicia must meet the requirements as outlined in the *Canada Postal Guide* for the applicable service.

#### Notes:

- Camera-ready artwork for postal indicia can be obtained through a Canada Post Representative or electronically from the *Canada Postal Guide*.
- Business Reply Mail artwork, which includes the postal indicia, is obtained through the Business Reply Mail Artwork Online tool available at www.canadapost.ca/obc
- Payment by postage meter refers to payment by placing a postage meter impression on each Item of mail qualifying for meter payment (refer to Section 7.1.2 on page 7-2).

# **General Terms** and Conditions





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## General Terms and Conditions

#### Note:

Also see the additional and/or replacement *Specific Terms and Conditions* in Section 6 of the *Customer Guide* applicable to each Product and Service.

## 8.1 Definitions

"Affiliate" means an affiliated body corporate as defined by the Canada Business Corporations Act as amended from time to time.

"Agreement" has the meaning set out in Section 8.13.

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

"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.

"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.

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

"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.

"Electronic Shipping Tools (EST)" means the software system made available under licence 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 on the www.canadapost.ca website.

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

"Products and Services" means any of the products and services offered for sale as described in the Canada Postal Guide or other Canada Post publication of application to commercial Customers generally, including the applicable Customer Guide.

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

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

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

## 8.2 Canada Post's Obligations

#### 8.2.1

Canada Post agrees to deliver Items of each Product and Service mailed under this Agreement according to the applicable service standards 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. Unless expressly stated in this Agreement, service standards established by Canada Post for its Products and Services are not performance guarantees.

#### 8.2.2

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 and Service, of general application to customers and any subsequent amendment thereto.

## 8.3 Customer's Obligations

## 8.3.1

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

#### 8.3.2

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.

## 8.3.3

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

## 8.3.4

The Customer agrees to meet the minimum volume of Items required per deposit or per annual commitment for each Product and Service as specified in the applicable *Customer Guide*.

## 8.3.5

If so specified in the *Customer Guide* for a Product or Service and if Canada Post determines that the Customer's pattern of business is not consistent with any agreed volume commitment, then Canada Post may amend the applicable prices on thirty (30) calendar days' written Notice.

#### 8.3.6

If so specified in the *Customer Guide* 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. Only volumes captured through an electronic order will count toward the Customer's minimum volume commitment for the Product or Service.

## 8.4 Exclusive Privilege

#### 8.4.1

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 prices, had the Agreement not been signed.

## 8.5 Criteria for Qualification

#### 8.5.1

All Items must comply with the requirements set out in this Agreement and, except for Purolator International Services, the *Canada Post Corporation Act* and *Regulations*; and, for international Items, the Universal Postal Union (UPU) requirements and any receiving Postal Administration 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. Each of Canada Post and Purolator retains the right to refuse to accept any Item that either Canada Post or Purolator, in its sole discretion, deems unacceptable.

## 8.5.2

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.

## 8.5.3

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.

#### 8.5.4

Canada Post may correct the Customer's order documentation for incomplete or incorrect information.

## 8.5.5

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

## 8.6 Surcharges

## 8.6.1

Oversize and Density Surcharges:

Items mailed under this Agreement may be subject to Oversize and/or Density surcharges established by Canada Post from time to time, applicable generally to its commercial Customers and as set out in the applicable *Customer Guide*. Canada Post may amend the Oversize and/or Density surcharges at any time immediately upon Notice to the Customer.

## 8.6.2

Fuel Surcharge:

Items mailed under this Agreement may be subject to a fuel surcharge, established by Canada Post from time to time, applicable generally to its commercial Customers and as set out in the *Customer Guide*. Canada Post may amend the fuel surcharge at any time immediately upon Notice to the Customer.

## 8.6.3

Non-compliance Surcharge:

If so specified in the applicable *Customer Guide*, Items mailed under this Agreement may be subject to surcharges for non-compliance with mail specification or preparation requirements.

## 8.7 Currency

#### 8.7.1

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

## 8.8 Audits

#### 8.8.1

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 Mailer, On Behalf of the Customer, under this Agreement.

## 8.9 Authorized Users

## 8.9.1

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 List of Authorized Users is set out in an appendix to this Agreement.

## 8.9.2

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

## 8.9.3

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 the Affiliate, Subsidiary or franchisee of the Customer.

## 8.9.4

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

## 8.10 Mailers, On Behalf Of

## 8.10.1

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.

## 8.11 Resale or Interlining

## 8.11.1

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, nor use the Products and Services offered under this Agreement for the purposes of interlining. Interlining is the process in which a carrier uses another carrier's transportation service in the course of a continuous freight movement.

## 8.12 Assignment

#### 8.12.1

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.

## 8.12.2

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.

## 8.13 Entire Agreement and Alterations

## 8.13.1

All references to this Agreement shall be deemed to include:

- (a) The applicable 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; and
- (g) Any appendices and any documents referenced therein, all as may be amended from time to time.

#### 8.13.2

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.

#### 8.13.3

No representations, 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 Waiver section 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.

## 8.14 Waiver

## 8.14.1

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.

## 8.15 Amendments

#### 8.15.1

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.

## 8.15.2

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

## 8.16 Survival

#### 8.16.1

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.

## 8.17 Governing Law

## 8.17.1

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.

#### 8.17.2

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.

## 8.18 Language

## 8.18.1

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.

## 8.19 Excusable Delay

## 8.19.1

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, labour disruptions or, if applicable, delays caused by customs authorities, provided that the party experiencing such circumstances immediately notifies the other party in writing of the circumstances and minimizes, to the extent reasonably practicable, the impact of such circumstances on the performance of the obligations under the Agreement.

## 8.20 Limitation of Liability

## 8.20.1

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.

#### 8.20.2

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.

## 8.21 Termination

## 8.21.1

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

## 8.21.2

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.

## 8.21.3

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.

## 8.21.4

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

## 8.22 Notices

#### 8.22.1

Any Notice given by either party shall be in writing and delivered personally, by Registered Mail, by Priority Courier™ with signature or by Xpresspost™ with signature. Alternatively Notices regarding Amendments to this Agreement by Canada Post may be sent to the Customer via e-mail or by Canada Post posting such changes on the Canada Post website (www.canadapost.ca) 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 e-mail address set out in the Agreement Activation Form.

#### 8.22.2

Notices delivered personally shall be deemed received at the time of delivery, Notices sent by Registered Mail shall be deemed received on the 4<sup>th</sup> Business Day following the date of mailing, and Notices sent by Priority Courier™ or Xpresspost™ with signature shall be deemed received on the 2<sup>nd</sup> Business Day following the date of mailing. Weekends and statutory holiday mailings will count as originating on the following Business Day.

## 8.22.3

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

## 8.22.4

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

## 8.23 Confidentiality

## 8.23.1

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.

## 8.23.2

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.