

# Business Reply Mail™



**Response**  
made easy

# 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™ – [www.canadapost.ca/aasupportdocuments](http://www.canadapost.ca/aasupportdocuments)

Business Reply Mail™ – [www.canadapost.ca/brmsupportdocuments](http://www.canadapost.ca/brmsupportdocuments)

Catalogue Mail™ – [www.canadapost.ca/catsupportdocuments](http://www.canadapost.ca/catsupportdocuments)

Incentive Lettermail™ – [www.canadapost.ca/ilmsupportdocuments](http://www.canadapost.ca/ilmsupportdocuments)

Publications Mail™ – [www.canadapost.ca/pmsupportdocuments](http://www.canadapost.ca/pmsupportdocuments)

Unaddressed Admail™ – [www.canadapost.ca/uasupportdocuments](http://www.canadapost.ca/uasupportdocuments)

	Addressed Admail	Business Reply Mail	Catalogue Mail	Incentive Lettermail	Publications Mail	Unaddressed Admail
Address Accuracy Program Customer Guide	X		X	X	X	
AdCard™ Services	X					X
Canada Postal Guide	X	X	X	X	X	X
Canadian Addressing Guide	X	X	X	X	X	
Canadian Postal Standards Section of the Postal Guide	X			X	X	
Customer Guide (including any amendments)	X	X	X	X	X	X
Electronic Shipping Tools User Guide	X		X	X	X	X
FSA and Letter Carrier Walk Maps						X
GeoPost™ Plus						X
Householder Counts for Urban and Rural Delivery						X
Lettermail National Presortation Schematic (LNPS)				X		
List of Recognized Presortation Software Vendors	X		X	X	X	
Mail Preparation and Presortation Section of the Canada Postal Guide	X		X	X	X	X
National Presortation Schematic (NPS)	X		X		X	X
When to say YES – That's Addressed Admail	X					
Your Guide to Preparing 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](http://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 <a href="http://www.canadapost.ca">www.canadapost.ca</a>
General information	Commercial Service Network Call <b>1-800-260-7678</b>
Electronic Shipping Tools (EST)	Information/Registration Visit <a href="http://www.canadapost.ca/obc">www.canadapost.ca/obc</a>
	Technical Help Line Call <b>1-800-277-4799</b>
Payment and Account information	e-mail <a href="mailto:cmg@canadapost.ca">cmg@canadapost.ca</a>
	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](http://www.canadapost.ca/am) or send an e-mail to [data.product@canadapost.ca](mailto: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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## **The Purpose of This *Business Reply Mail™* Customer Guide**

This *Customer Guide* has been designed to give Customers detailed information needed to get the most out of Canada Post's Business Reply Mail (BRM) 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](http://www.canadapost.ca/customer_guides) and includes all amendments. It is the Customer's obligation to meet all the requirements outlined in this *Business Reply Mail Customer Guide*.

### **1.1 What is Business Reply Mail?**

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

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

To use Business Reply Mail, Customers must have an active Business Reply Mail Agreement and access to the Business Reply Mail Artwork Online tool located within Canada Post's Online Business Centre.

To register for and use the Business Reply Mail Artwork Online tool, which is available to Customers at no charge, visit [www.canadapost.ca/brm](http://www.canadapost.ca/brm) or contact a Canada Post Representative.



## 1.2 Service Standards

Canada Post has developed service standards for properly prepared Business Reply Mail Items.

Standards for the delivery of the Business Reply Mail service are based on delivery from the time the Item is placed into the mail stream (by the recipient) or the time the Item enters the Canada Post mail stream from other postal administrations. Service standards are not guaranteed.

A general overview of the Business Reply Mail service standards are as follows:

<b>LOCAL</b>	3 business days
<b>WITHIN A PROVINCE</b>	4 business days
<b>NATIONAL</b>	5 - 9 business days

Notes: Once in the Canada Post mail stream

- 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;
- These service standards do not apply to redirected or returned Items;
- Service standards are subject to change without notice.

Please refer to the *Canada Postal Guide* at [www.canadapost.ca/postalguide](http://www.canadapost.ca/postalguide) for additional information on service standards.

## 1.3 Service Features

### 1.3.1 Redirected Items

If the Customer moves and files for a *Change of Address Notification* (COAN) with Canada Post, there is no extra charge for redirecting Business Reply Mail Items sent back by the recipient as long as the *Change of Address Notification* is in effect. Customers must provide a copy of their *Change of Address Notification* to their Canada Post Representative.

### 1.3.2 Undeliverable Business Reply Mail

A Business Reply Mail Item will not be provided to the Customer and will be treated as undeliverable if:

- the Item does not bear a complete and valid Business Reply Mail address;
- the addressee moves and the *Change of Address Notification* (COAN) has not been filed or has expired for the Business Reply Mail address;
- the Item cannot otherwise be delivered to the Business Reply Mail Address;
- delivery is prohibited by law;
- a Customer has chosen to cancel their Business Reply Mail Agreement; or
- a Customer does not pay their annual Business Reply Mail fee.

Undeliverable Mail will be disposed of or recycled as determined by Canada Post.



# Content, Format and Physical Characteristics

## 2.1 Content

### 2.1.1 Enclosures

If Customers are preparing a Business Reply Mail Item that will include content other than paper documents as part of the response from the recipient, the Customer must submit physical samples for testing (refer to Section 2.2.3 on page 2-6).

#### Coin

If your Domestic Business Reply Mail is expected to include a coin as part of the response from the recipient, the Business Reply Mail Item, including the coin enclosed by the recipient, must meet the following requirements:

- Secure coin (e.g., by means of a glue spot) in the top left-hand corner of the envelope insert
- The coin must be within 40 mm from the top edge and 60 mm from the left edge.

#### Film

Domestic Business Reply Mail may be used as a vehicle to accept films, negatives, and pictures by film processors, providing the envelope meets the requirements and specifications. Items will be charged the “Other Business Reply Mail” price depending on the size and weight of the envelope.

### 2.1.2 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 on page 2-18 for information on how non-compliant Items will be handled.

## 2.2 Format

Canada Post provides artwork for Business Reply Mail Items (envelope or card) in the desired format, bearing the appropriate design, physical characteristics and service type through the Business Reply Mail Artwork Online tool available online at [www.canadapost.ca/obc](http://www.canadapost.ca/obc)

To ensure your Items qualify for the Business Reply Mail service, refer to Section 2.2.3 on page 2-6.

### 2.2.1 Addressing Standards

The Business Reply Mail address and postal code must adhere to the Canadian Addressing Standards. Customers may only modify the first line (title) and, depending on the size of the envelope or card, a second line (title) may be available for customization (refer to Section 2.4.3 on page 2-11).

For information about fonts and maximum address lengths, refer to Section 3.3 on page 2-14.

Note:

One Business Reply Mail address is provided per Agreement. For additional Business Reply Mail addresses, please contact a Canada Post Representative.

### 2.2.2 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*.

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™". 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.

### **2.2.3 Confirmation of Artwork Placement and Certification of Machineability**

#### **2.2.3.1 Overview**

Canada Post provides two processes to help ensure Business Reply Mail Items qualify for the lowest applicable published Business Reply Mail price.

Prior to printing Business Reply Mail Items:

- 1) The **Confirmation of Artwork Placement** process is the first step Customers should take to ensure Business Reply Mail elements are positioned correctly on the Items.
- 2) The **Certification of Machineability** process is the final step Customers should take to ensure Business Reply Mail Items are certified as machineable.

Canada Post's Mail Standards and Testing group handles these processes. Send samples to:

**MAIL STANDARDS AND TESTING  
CANADA POST  
2701 RIVERSIDE DR SUITE N0550  
OTTAWA ON K1A 0B1**

Send electronic artwork to:  
**[mailstandardsandtesting@canadapost.ca](mailto:mailstandardsandtesting@canadapost.ca)**

### 2.2.3.2 Confirmation of Artwork Placement

Customers should submit an electronic sample of their Business Reply Mail artwork to the Mail Standards and Testing group (refer to Section 2.2.3.1 on page 2-6 for contact information) or alternatively to a Business Reply Mail Coordinator. Customers must send the electronic sample in PDF format at 1:1, capable of being read in Adobe Acrobat® version 5 or as otherwise required by Canada Post. Customers are to include the size of the envelope or card as well as the Customer's crop marks in the electronic file.

The artwork will be reviewed (using the Domestic or International Size/Rating Template) to determine if the Business Reply Mail elements are positioned correctly on the Item. The results are provided to the Customer. If issues with placement are identified, the Customer should correct the artwork and re-submit another electronic sample.

Customers remain responsible for any errors or omissions.

### 2.2.3.3 Certification of Machineability

Customers should submit a minimum of 50 physical samples of the Items to Canada Post's Mail Standards and Testing group (refer to Section 2.2.3.1 on page 2-6 for contact information).

The samples will be tested and Customers will be provided with the results. A result of "Pass" certifies the Items, as submitted, are machineable and should qualify for the lowest applicable published Machineable Business Reply Mail price.

A result of "Fail" indicates the Items, as submitted, cannot be certified as machineable. If this occurs, a list of deficiencies will be provided to the Customer. The Customer should correct the deficiencies and re-submit the Items for testing.

### 2.2.4 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. To use the template follow these steps:

- 1) Line up the bottom lower right corner of the template's indicated target marker with the bottom lower right corner of the Item (envelope or card). The top left corner of the Item must fall within the top left hand corner of the shaded area on the domestic or international template. The Business Reply Mail bar code must touch or fall within the Bar Code area.

#### Note:

If the corner of an Item or the bar code touches the boundary lines of its designated areas, the Item is still acceptable.

Adobe Acrobat® is a trademark of Adobe Systems Incorporated.

- 2) Line up the top right corner of the template's indicated target marker with the top right corner of the Item (envelope or card). The **extraction bars** must fall within the designated box. For International Items, place the "Reply Paid" designator box over the "Reply Paid" designation on the Item; the designation and its horizontal bars must fit within the designator box.
- 3) For International Items, line up the top left corner of the template's indicated target marker with the left corner of the Item (envelope or card). The "By Airmail" designation must fall within the designated box.

Customers must ensure all the Business Reply Mail elements are positioned in the appropriate locations. Otherwise, higher prices for Machineable and Other Business Reply Mail may apply or the Item(s) may not qualify as Business Reply Mail and/or the Customer's Agreement may be cancelled (refer to Section 5.1 on page 2-19).

Note:

To obtain the Business Reply Mail Size/Rating Templates, Domestic (Part # CPO31094) and International (Part # CPO34297), call the Commercial Service Network at **1-800-260-7678**.

## 2.3 Physical Characteristics

### 2.3.1 Overview

To qualify as Business Reply Mail, every Item must meet the size and weight requirements for its type of format (envelope or card) and type of service (Domestic or International).

To ensure your Items qualify for the Business Reply Mail service, refer to Section 2.2.3 on page 2-6.

### 2.3.2 Domestic Business Reply Mail

For your convenience, the following table provides size and weight specifications in both metric and imperial dimensions. All Canada Post transactions are in metric units.

Size & Weight		Length		Width		Thickness		Weight	
"Machineable" Envelopes	(max)	245 mm	9 5/8 in	156 mm	6 1/8 in	5 mm	0.2 in	50 g	1.77 oz
	(min)	140 mm	5 1/2 in	90 mm	3 9/16 in	0.18 mm	0.007 in	3 g	0.11 oz
"Machineable" Cards	(max)	235 mm	9 1/4 in	120 mm	4 3/4 in	5 mm	0.2 in	50 g	1.77 oz
	(min)	140 mm	5 1/2 in	90 mm	3 9/16 in	0.18 mm	0.007 in	N/A	N/A
"Other Business Reply Mail"	(max)	380 mm	15 in	270 mm	10 5/8 in	20 mm	0.787 in	500 g	17.65 oz
	(min)	140 mm	5 1/2 in	90 mm	3 9/16 in	0.18 mm	0.007 in	10 g	0.35 oz

**Maximum Weight**

Any Domestic Business Reply Mail Item weighing over 500 grams will not qualify for Business Reply Mail services. Such Items will be treated as parcels and will be subject to the applicable parcel prices.

**Shape**

To be considered Domestic Business Reply Mail, the Item must be rectangular with the length being greater than the width. The maximum length to width ratio for Domestic Business Reply Mail is 2.6:1, and 1.3:1 is the minimum.

**2.3.3 International Business Reply Mail**

For your convenience, the following table provides size and weight specifications in both metric and imperial dimensions. All Canada Post transactions are in metric units.

Size & Weight		Length		Width		Thickness		Weight	
"Machineable"	(max)	235 mm	9 ¼ in	120 mm	4 ¾ in	5 mm	0.2 in	50 g	1.77 oz
Envelopes or Cards	(min)	140 mm	5 ½ in	90 mm	3 ⅝ in	0.18 mm	0.007 in	3 g	0.11 oz

**Maximum Weight and Size**

Any International Business Reply Mail Item weighing over 50 grams or exceeding the size specifications of International Business Reply Mail may not be returned as International Business Reply Mail from other postal administrations, as per *Universal Postal Union Regulations*. Where Items weighing over 50 grams are returned, they will be considered as International Other Letter-post and will be subject to the applicable weight category and price.

**Shape**

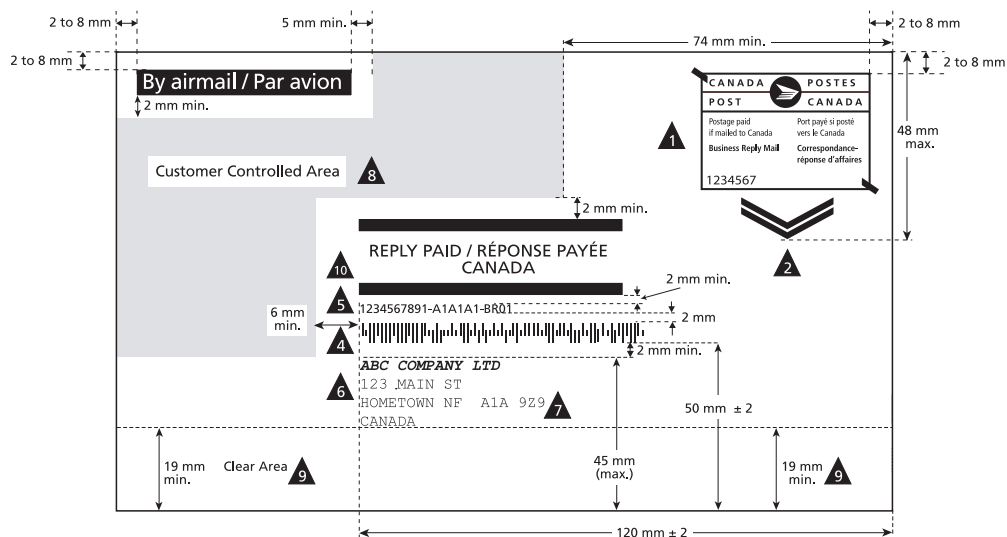
To be considered International Business Reply Mail, the Item must be rectangular with the length being greater than the width. The maximum length to width ratio for International Business Reply Mail is 2.6:1, and 1.4:1 is the minimum.





## 2.4.2 International Business Reply Mail Artwork (Responses from International destinations)

### 2.4.2.1 Machineable International Business Reply Mail



Artwork not to scale. For details, see ▲ in Section 2.4.3 below.

### 2.4.3 Legend

Note:

Elements indicated by a circle ○ are applicable to Domestic Business Reply Mail. Elements indicated by a triangle ▲ are applicable to International Business Reply Mail.

- ① **Business Reply Mail Indicia** – The Business Reply Mail indicia is the postage stamp. It contains the Customer Number and Customer Sortation Code. Do not alter.
- ▲ **International Business Reply Mail Indicia** – 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.

Note:

These chevrons are not to be used for any other Canada Post service. Do not alter.

- 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 equipment to extract Items for special handling.

Note:

These three vertical bars are not to be used on International Business Reply Mail. Do not alter.

- ④ **Business Reply Mail Bar Code and Human Readable Line** – The bar code and the human readable line directly above it contain customer identification information. These elements must be placed together on the Business Reply Mail Item as shown on the illustrations. Do not alter.
- ⑤ **Business Reply Mail Address** – This area is for the Customer's company name and the Business Reply Mail address. Customers can request the address block to 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. Customers may only modify the first line (title) and, depending on the size of the envelope or card, a second line (title) may be available for customization.
- ⑥ **Business Reply Mail Postal Code** – Customers may notice that their Business Reply Mail Postal Code may differ from their regular postal code. Do not alter the postal code provided to Customers for Business Reply Mail mailings.
- Note:
- For Customers who have rural addresses [e.g., "0" (zero)] as the second character of the postal code the postal code will remain the same.
- ⑦ **Customer Controlled Area** – The Customer Controlled Area is the area on the Item which is available for Customers to customize (e.g., add corporate logo or special message). Do not use fluorescent inks. International Business Reply Mail Items must include the "By Airmail / Par avion" indicator at the top left corner as shown on Illustration 2.4.2 on page 2-11.
- ⑧ **Clear Area** – This area must remain blank.
- ⑨ **"REPLY PAID / RÉPONSE PAYÉE" and "CANADA"** – This designation is printed immediately above the human readable line. This designation is required to meet international mailing requirements. Do not alter.

## 3.1 Preparing Business Reply Mail Items

If the Customer or the Customer's representative (e.g., graphics department, printing agency) alters any of the Business Reply Mail artwork (indicia, extraction bars, bar code, address, font, "By Airmail" designation, etc.) or alters the physical characteristics, rendering the Item out of specification, or places content or graphics (e.g., logos) outside of the designated Customer Controlled Area (refer to Section 2.4 on page 2-10), then higher prices for Machineable and Other Business Reply Mail may apply or the Item(s) may not qualify as Business Reply Mail and/or the Customer's Agreement may be cancelled (refer to Section 4.2 on page 2-18 and Section 5.1 on page 2-19).

To ensure your Items qualify for the Business Reply Mail service, refer to Section 2.2.3 on page 2-6.

## 3.2 Printing Guidelines

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 Suite<sup>®</sup> and QuarkXpress<sup>®</sup> version 4.1 (and upward).

To enquire about using alternate software, contact Canada Post's Mail Standards and Testing group (see Section 2.2.3 on page 2-6).

### Using QuarkXpress<sup>®</sup>, Adobe InDesign<sup>®</sup> and Adobe Photoshop<sup>®</sup>

- Print Business Reply Mail artwork using the eps file. The pdf file should only be used for reviewing artwork.
- Print the provided artwork at 100%.
- Print positives or negatives using the highest quality printer settings. Ensure there are adequate levels of toner or ink before printing positive or negatives. Without adequate levels, the extraction bars, bar code, and address block may be unreadable.
- Produce Machineable Business Reply Mail envelopes and cards using only the Courier New or Letter Gothic font. For more information, refer to Section 3.3 on page 2-14.

Adobe<sup>®</sup> Creative Suite, Adobe InDesign<sup>®</sup> and Adobe Photoshop<sup>®</sup> are trademarks of Adobe Systems Incorporated.

QuarkXpress<sup>®</sup> is a trademark of ©2005 Quark, Inc. and Quark Media House Sàrl, Switzerland.

### Using QuarkXpress® (PC version)

- Select Full Resolution Preview Resolution when printing from QuarkXpress to a non-postscript printer.

### Using Photoshop®

- When opening the eps file, 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.

## 3.3 Fonts

The address in the Business Reply Mail artwork is created with a fixed pitch font. This font provides the best results with Canada Post's sortation equipment's address recognition. Do not alter.

The Business Reply Mail Artwork Online tool provides Customers with the option to create artwork in three fonts: Courier New, Courier New Bold, and Letter Gothic.

However, the Courier New Bold font is not recommended for Machineable Business Reply Mail envelopes. Using this font, the address may encroach upon the left- and right-hand edges of the Clear Zone. As well, this font is difficult to read by Canada Post's address scanning equipment.

To ensure your Items qualify for the Business Reply Mail service, refer to Section 2.2.3 on page 2-6.

### 3.3.1 Acceptable Fonts and Maximum Address Lengths

Refer to the chart below for acceptable fonts and maximum address lengths (Canadian Standards).

Font	Font Size	Envelope Size #8 Maximum Address Length	Envelope Size #8.5 Maximum Address Length
Courier New	12	22 characters	24 characters
Courier New Bold	10	26 characters	29 characters
Letter Gothic	10	26 characters	29 characters

### 3.4 Inks

The inks identified in the chart below, when applied properly, are acceptable for use with Business Reply Mail Items. Fluorescent inks may not be used on Domestic or International Business Reply Mail Items.

#### Tested Inks

- Ganho Ink, Ultragloss Dense Black 6420/GS
- Ganho Ink, Open Black No. 5206/G
- Ganho Ink, Ultragloss All Purpose Black No. 501/36G
- Ganho Ink, Ultragloss Process Black No. 400/36G
- Sun Chemical, Special Translite Black W86-5037
- Sun Chemical, Dense Black (Offset)
- Sun Chemical, BLA-990785
- Bass, Flexo 491
- Bass, Gemglo Black
- Schmidt, F-6652
- Schmidt, Black 16940
- MacKintosh Flexo-Gravure Ltd., Aqua Envelope Black #2K7399
- J.F. Ink and Colour Co. Ltd., TW-9040 Black
- Lester Inks & Coatings Ltd., Lester System – Litho Web Heatset Process Black HG10-101
- Lester Inks, V1726
- Canada Fine Colour, PMS Black (Flexo)
- Canada Fine Colour, 0543-7010
- Canada Fine Colour, 0844-7018
- Canada Fine Colour, 07032-7005 Black (Water Base) Flexo
- Flint Ink, AL 191369
- Flint Ink, MAL 223989
- Rieger, A 3970
- Vanison, Rubber 10850 Black

Other black inks, in addition to those listed above, can meet requirements. To enquire about using alternative inks, contact Canada Post's Mail Standards and Testing group (see Section 2.2.3 on page 2-6).

### 3.5 Crop Marks

The Business Reply Mail artwork, provided by Canada Post, contains several crop marks. The crop marks identified by TL, BL, TR and BR represent the corners of the artwork.

TL = Top Left  
 BL = Bottom Left  
 TR = Top Right  
 BR = Bottom Right

### 3.6 Bar Code

The Business Reply Mail artwork, provided by Canada Post, contains a 4-state bar code with the human readable line located above the bar code. There should be 52 bars in the bar code, consistent in width and spacing. The bars on the bar code should be crisp (no ghost images or blurring). Do not alter.

### 3.7 Paper Stock

Customers must choose a paper stock that is optically “dead” or has very low minimum levels of luminescence (is not excessively bright). It must be uncoated (non-glossy), and have a weight that is at least 75g/m<sup>2</sup> for envelopes and 120g/m<sup>2</sup> for cards. Cards must be at least 0.18 mm (0.007 in) thick.

To ensure your Items qualify for the Business Reply Mail service, refer to Section 2.2.3 on page 2-6.

#### 3.7.1 Canadian and U.S. Envelope Standards

The Business Reply Mail Artwork Online tool produces artwork in Canadian Addressing standards. Standards vary between countries. For convenience, this table provides a comparison of the Canadian and U.S. envelope standards in both metric and imperial dimensions. All Canada Post transactions are in metric units.

Envelope #	Canadian (width x length)	U.S. (width x length)
10	4 1/8 x 9 1/2 in (105 mm x 241 mm)	4 1/8 x 9 1/2 in (105 mm x 241 mm)
9	4 x 9 in (102 mm x 229 mm)	3 7/8 x 8 7/8 in (98 mm x 225 mm)
8	3 5/8 x 6 1/2 in (92 mm x 165 mm)	3 5/8 x 8 5/8 in (92 mm x 219 mm)
8 1/2	3 3/4 x 6 3/4 in (95 mm x 171 mm)	N/A

### 3.8 Sealing

- All Business Reply Mail envelopes must be fully sealed.
- Self-mailers must be sealed with no more than 1 mm gap. If multi-web self-mailers are used, they must be closed on all four edges.
- Customers are responsible for providing sealing instructions on self-mailers.

### 3.9 Flexural Strength and Flexibility

“Machineable” Business Reply Mail Items must have sufficient flexural strength and flexibility so they sag no more than 10 mm when freely supported between two level supports that are located 10 mm from their left and right edges and can bend around a 140 mm radius without being damaged.

“Other Business Reply Mail” Items (i.e., Oversized) must have sufficient flexural strength so they remain horizontal when the edge of the Item is held in one hand.

Items that do not have to bend may be packaged in either flexible or rigid materials, such as paperboard or corrugated cardboard.

For more information, refer to Section 2.3 on page 2-8.





# 4 Distributing Business Reply Mail

## 4.1 Various Methods to Distribute Business Reply Mail Items

Customers may distribute Business Reply Mail envelopes and cards through free standing handouts or may use Canada Post's services. For example, in Canada, Customers may send Business Reply Mail Items as part of a Publications Mail™, Addressed Admail™, Unaddressed Admail™, AdCard™, Lettermail™, Priority Courier™ and Xpresspost™ Item.

When Business Reply Mail cards are included as part of another type of mailing (e.g., either loose or as an attached piece of an AdCard Item), the card must be folded inside or inserted in the mail piece 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.

International Business Reply Mail Customers may mail Items using International Incentive Letter-post™, basic USA and International Letter-post™, and USA and International Distribution services. Please contact a Canada Post Representative for more details.

## 4.2 Items That Do Not Meet Business Reply Mail Requirements

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

## 5.1 Annual Fee and Prices

For the applicable published prices, please refer to the *Business Reply Mail Price Sheet* at [www.canadapost.ca/customer\\_guides](http://www.canadapost.ca/customer_guides)

In order to take advantage of these prices, the Customer must meet all applicable requirements, including specifications for Business Reply Mail as outlined in this Agreement.

Customers will be billed an annual, non-refundable fee plus applicable taxes upon signing the *Business Reply Mail Agreement Activation Form* and upon renewal of their 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 Machineable and Other Business Reply Mail will be subject to higher prices (i.e., Out of Spec/OOS).

Payment, pickup, delivery, and invoicing vary depending on whether the Customer's delivery address, specified on the Business Reply Mail envelope or card, is handled by an automated or non-automated Canada Post site. To obtain detailed information, please contact a Canada Post Representative.

# 6 Business Reply Mail 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.



# Making Payment



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# Making Payment

## 7.1 Account

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.

Canada Post is not obliged to extend any credit to the Customer.

## 7.2 Payment if Business Reply Mail Processed at Automated Canada Post Sites

### 7.2.1 Annual Fee and Returns

Customers who have their Business Reply Mail processed at an automated Canada Post site will receive an invoice for their annual fee plus applicable taxes and a *Packing Slip* itemizing the transactions (number of Items and price) with the returned Items. An invoice will be issued providing details of transactions for each Business Reply Mail delivery address.

Accounts may be settled using one of the following:

- a) Pre-authorized bank payment,
- b) Pre-authorized credit card payment, upon Canada Post approval.

Amounts due will be settled on the invoice due date. Customers will need to complete and submit the appropriate form available at [www.canadapost.ca/caf](http://www.canadapost.ca/caf) or from a Canada Post Representative.

If the Customer does not qualify for credit, the Customer must have sufficient funds in their Canada Post account to cover the returned Items. If there are insufficient funds or full payment is not provided, the returned Items will be held until full payment is received.

Customers must send cheques in advance to ensure their account has sufficient funds. Cheques must be made payable to "Canada Post Corporation", and should include the Canada Post Customer Number and be accompanied by the remittance information. Cheques 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 (3) three business days for payment processing.

No interest will be paid by Canada Post on any funds held in the Customer's account.

#### **Invoice and Statement of Account**

Canada Post will provide the Customer an invoice that summarizes the charges applicable for each *Order* processed. A *Statement of Account* will be provided monthly to the Customer providing the customer used 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.

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

#### **Manage My Accounts**

Automated Invoicing Customers may view the status of their accounts online through the "Manage My Accounts" page at **[www.canadapost.ca/obc](http://www.canadapost.ca/obc)**

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



## **7.3 Payment if Business Reply Mail Processed at Non-automated Canada Post Sites**

### **7.3.1 Annual Fee**

Customers who have their Business Reply Mail processed at a non-automated Canada Post site, will receive an invoice for their annual fee, plus applicable taxes, that must be paid by cheque to their Canada Post account on the invoice due date. Payment for fees at Canada Post Retail Outlets will not be accepted. Cheques must be made payable to “Canada Post Corporation”, include the Canada Post Corporation Customer Number, be accompanied by the remittance information, and can be sent to the following address:

**PAYMENT PROCESSING  
CANADA POST CORPORATION  
2701 RIVERSIDE DR STATION 0680A  
OTTAWA ON K1A 1L7**

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

### **7.3.2 Returns**

Customers who have their Business Reply Mail processed at a non-automated Canada Post site are required to prepay using a local ledger account as provided for in this Agreement.

Customers must set up a ledger account at a local Canada Post location and ensure sufficient funds are in their local ledger account to cover payment for anticipated returned Items. Canada Post will automatically deduct amounts due for returned Items from their local ledger account and will provide a Postage Due Receipt to the Customer as proof of payment. No invoice will be sent. No interest will be paid by Canada Post on any funds held in the local ledger account. If there are insufficient funds, Customers will be notified and, once the local ledger account is replenished, Business Reply Mail Items will be delivered.

For more details, please contact a Canada Post Representative.



## **7.4 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.



# 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](http://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](http://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.