

Catalogue Mail™

Your store at their door



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.

1 INFORMATION SOURCES

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

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

Table 1: Quick Reference Chart

INFORMATION SOURCES	ADDRESSED ADMAIL	BUSINESS REPLY MAIL	CATALOGUE MAIL	INCENTIVE LETTERMAIL	PUBLICATIONS MAIL	UNADDRESSED ADMAIL
AdCard™ Services www.canadapost.ca/adcard	X					X
Address Accuracy Program Customer Guide www.canadapost.ca/am	X		X	X	X	
Canada Postal Guide www.canadapost.ca/postalguide	X	X	X	X	X	X
Canadian Postal Standards www.canadapost.ca/postalstandards	X			X	X	
Customer Guide (including all amendments) www.canadapost.ca/customer_guides	X	X	X	X	X	X
Electronic Shipping Tools (EST) User Guide www.canadapost.ca/obc	X		X	X	X	X
FSA and Letter Carrier Walk Maps www.canadapost.ca/uasupportdocuments						X
GeoPost™ Plus www.canadapost.ca/uasupportdocuments						X

INFORMATION SOURCES	ADDRESSED ADMAIL	BUSINESS REPLY MAIL	CATALOGUE MAIL	INCENTIVE LETTERMAIL	PUBLICATIONS MAIL	UNADDRESSED ADMAIL
Householder Counts for Urban and Rural Delivery www.canadapost.ca/uasupportdocuments						X
Lettermail National Presortation Schematic (LPNS) www.canadapost.ca/nps				X		
List of Recognized Presortation Software Vendors www.canadapost.ca/am_list	X		X	X	X	
Mail Preparation and Presortation Guides www.canadapost.ca/mailpreparation	X		X	X	X	X
National Presortation Schematic (NPS) www.canadapost.ca/nps	X		X		X	X
Small Publisher's Guide to Mailing Your Publication www.canadapost.ca/pmsupportdocuments					X	
When to say YES – That's Addressed Admail www.canadapost.ca/aasupportdocuments	X					
Your Guide to Preparing Unaddressed Admail www.canadapost.ca/uasupportdocuments						X

1.1 Information Sources Definitions

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

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.

Canada Postal Guide – This Guide is the single source document containing detailed information on products and services offered by Canada Post.

Canadian Postal Standards – These manuals 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 all amendments) – An electronic version of these Guides can be found on the Canada Post website.

Electronic Shipping Tools (EST) User Guide – This Guide 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 Customers can target their Unaddressed Admail to reach only the neighbourhoods that match their customer profiles.

Householder Counts for Urban and Rural Delivery – Provides information on the number of houses, apartments, farms and business points of call. Customers can use this information to determine the number of items to prepare their Unaddressed Admail mailing.

Lettermail National Presortation Schematic (LPNS) – 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 Guides – These 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.

Small Publisher's Guide to Mailing Your Publication – This Guide is intended for people who work on small magazines. Created and published as a collaborative effort of the Canadian Magazine Publishers Association, Canadian Business Press, Canada Post and the Department of Canadian Heritage.

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 Customers understand and use Unaddressed Admail effectively, including but not limited to unaddressed flyers, brochures, catalogues, samples and coupons.

2 COMMUNICATING WITH CANADA POST

Table 2: How to Reach Us

FOR ENQUIRIES REGARDING	WEBSITE	CALL
General Information on Products and Services	www.canadapost.ca	Commercial Service Network 1-800-260-7678
Electronic Shipping Tools (EST)	www.canadapost.ca/obc	Technical Help Line 1-800-277-4799
Payment and Account Information	email cmg@canadapost.ca	Credit Management Group 1-800-267-7651

3 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 email 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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CATALOGUE MAIL™

1 SERVICE OVERVIEW

1.1 The Purpose of This Catalogue Mail Customer Guide

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

1.2 What is Catalogue Mail?

Catalogue Mail refers to domestic mail (a category of mail which must be deposited in Canada for delivery in Canada) that must meet certain requirements in order to be eligible for the Catalogue Mail prices.

Catalogue Mail means printed matter of bound or sewn pages that are specifically designed to sell or promote products or services.

Examples of acceptable Catalogue Mail items include, but are not limited to, the following:

- promotional catalogues
- lists of products
- telephone directories
- university calendars.

Visit www.canadapost.ca/catsupportdocuments for a list of support documents detailing Catalogue Mail requirements.

1.3 Service Standards

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. These service standards are not guaranteed.

A general overview of the Catalogue Mail service standards is as follows:

LOCAL	3 business days
WITHIN A PROVINCE	4 – 5 business days
NATIONAL	4 – 15 business days

NOTE 1: The number of days excludes the day of mailing, weekends and statutory holidays.

2: Weekend and statutory holiday deposits are considered deposited on the following business day.

3: These service standards do not apply to redirected or returned items.

4: Service standards are subject to change without notice.

For more information on Service Standards, visit the *Canada Postal Guide* at www.canadapost.ca/postalguide under Service Standards > Communications Services.

1.4 Service Features and Options

1.4.1 FEATURES

A feature is provided as part of the basic service.

1.4.1.1 Redirection

Catalogue Mail items that cannot be delivered as originally addressed because the addressee has moved will be redirected to the addressee at no extra charge while there is a *Change of Address Notification* (COAN) in effect.

Mail bearing the name of the addressee followed by the words “or Occupant” or similar wording, or mail bearing a non-personalized descriptor, including “Occupant”, will not be redirected. In such cases, the item will be delivered to the original destination address.

1.4.2 OPTIONS

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

1.4.2.1 Return to Sender

Canada Post will return the item to the sender at the applicable Return to Sender price if:

- the item carries the correct RETURN POSTAGE GUARANTEED postal indicia. Visit www.canadapost.ca/postalservices for more information regarding the postal indicia
- the item is addressed to an address which does not have a *Change of Address Notification* (COAN) in effect for that addressee, and
- only one return address appears on the outside of the item and that address is Canadian.

Mail bearing the name of the addressee followed by the words “or Occupant” or similar wording, or mail bearing a non-personalized descriptor, including “Occupant”, will not be returned to the sender. In such cases, the item will be delivered to the original destination address.

If there is no *Change of Address Notification* (COAN) in effect for the addressee and if the item does not bear the correct RETURN POSTAGE GUARANTEED postal indicia, the item will be treated as undeliverable and disposed of or recycled, as determined by Canada Post.

1.4.2.2 Address Correction Service

Canada Post will return the item to the sender with the corrected address at the applicable Address Correction price if:

- the item carries the correct ADDRESS CORRECTION REQUESTED – RETURN POSTAGE GUARANTEED postal indicia. Visit www.canadapost.ca/postalservices for more information regarding the postal indicia
- the item is addressed to an address which has a *Change of Address Notification* (COAN) in effect for the addressee, and
- the addressee has consented that Canada Post provide their new address, and
- only one return address appears on the outside of the item and that address is Canadian.

If there is no *Change of Address Notification* (COAN) in effect for the addressee, the item will be returned to the sender without a corrected address and charged the applicable Return to Sender price.

If there is no *Change of Address Notification* (COAN) in effect and if the item does not bear the correct ADDRESS CORRECTION REQUESTED - RETURN POSTAGE GUARANTEED postal indicia, the item will be treated as undeliverable and disposed of or recycled, as determined by Canada Post.

If there is a *Change of Address Notification* (COAN) in effect for the addressee but the addressee has not consented that Canada Post provide their new address, the item will be forwarded to the addressee at the new address at no charge to the sender.

Mail bearing the name of the addressee followed by the words “ or Occupant” or similar wording, or mail bearing a non-personalized descriptor, including “ Occupant” , will not receive the Address Correction Service. In such cases, the item will be delivered to the original destination address.

1.4.3 UNDELIVERABLE CATALOGUE MAIL

Catalogue Mail is treated as undeliverable if:

- the item does not bear a complete and valid address
- the item is addressed to a non-existent address
- the addressee has moved without providing a forwarding address
- the addressee has moved and the *Change of Address Notification* (COAN) has expired
- the item is refused by the sender or the addressee
- neither the Return to Sender nor the Address Correction service option was selected
- postage due is not paid by the addressee on demand
- delivery is prohibited by law
- the item cannot otherwise be delivered to the addressee.

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

2 CONTENT, FORMAT AND PHYSICAL CHARACTERISTICS

To be eligible as Catalogue Mail, the items mailed must meet the criteria specified for Catalogue Mail and must be prepared for mailing in such a manner as to prevent loss or damage to any item and permit easy examination of each item.

Items submitted as Catalogue Mail that do not meet the content, format and physical characteristics specified for Addressed Admail and the various mail preparation and other requirements outlined in this Agreement, may be subject to price adjustments and/or surcharges or may not qualify for Catalogue Mail services and prices.

See Section 5 “ Criteria for Qualification” and Section 6 “ Surcharges” in the General Terms and Conditions at the end of this *Customer Guide*. Visit www.canadapost.ca/customer_guides for information on surcharges.

2.1 Content

2.1.1 WHAT IS ACCEPTABLE AS CATALOGUE MAIL?

To qualify as Catalogue Mail, a mailing must consist of items that are bound or sewn pages that are specifically designed to sell or promote products or services. This includes, but is not limited to, promotional catalogues, lists of products, telephone directories and university calendars.

2.1.2 ENCLOSURES AND INSERTS

For unsealed Catalogue Mail items, inserts are permitted only if securely bound to the catalogue. Inserts are defined as a paper or card securely bound to the catalogue.

The following may be enclosed with, or attached to, a sealed item of Catalogue Mail without payment of additional postage, other than for the additional weight of the enclosure (if applicable):

- a Business Reply Mail™ item (card or envelope), provided the Customer has entered into an appropriate Agreement with Canada Post for Business Reply Mail. The Business Reply Mail item must be folded inside or inserted in the Catalogue Mail item in order to cover the Business Reply Mail design elements, including the indicia, and the specific Business Reply Mail address. This will avoid confusion and ensure efficient induction, processing and delivery of the Catalogue Mail item

The Business Reply Mail addressing information must be printed on the uncoated (non-glossy, matte) side of the paper stock and must meet all requirements as stated in the Canada Post Agreement for Business Reply Mail

- a return card, envelope or wrapper, with or without return postage
- a coin enclosed for the purpose of prepaying the return postage for a reply. The RETURN POSTAGE GUARANTEED postal indicia must appear on the cover of the item so that it may be returned if it cannot be delivered or redirected. The Customer will be charged the applicable Return to Sender price for each item returned.

NOTE : It is the Customer's responsibility to confirm the eligibility of an enclosure and/or attachment with a Canada Post Representative prior to mailing.

2.1.2.1 Lettermail™ Enclosed

An item of mail which does not meet the requirements of Catalogue Mail but meets the requirements of Lettermail may be enclosed with, or attached to, an item of Catalogue Mail. In such cases, the applicable postage would be the combined price of Catalogue Mail and Lettermail, and would be paid by the application of a Catalogue Mail postal indicia to the outside of each Catalogue Mail item.

NOTE 1: When using a Catalogue Mail postal indicia, a separate *Order (Statement of Mailing)* for the Lettermail portion must accompany the mailing in addition to the *Order (Statement of Mailing)* for the Catalogue Mail portion.

2: Catalogue Mail items with Lettermail enclosures are processed as Catalogue Mail and Catalogue Mail service standards apply. Undeliverable items are recycled unless the Return to Sender or the Address Correction service option has been requested.

3: It is the Customer's responsibility to confirm the eligibility of an enclosure and/or attachment with a Canada Post Representative prior to mailing.

2.1.3 WHAT IS UNACCEPTABLE AS CATALOGUE MAIL?

Samples are not permitted in Catalogue Mail. Samples are defined as trial-size items or full-size specimens intended to indicate the nature of the product.

Canada Post retains the right to refuse any item that it, in its sole discretion, deems unacceptable.

Commingling of Catalogue Mail items is not permitted. See section “24 Ownership of Mail” on page 11.

2.1.4 NON-MAILABLE MATTER

Generally, non-mailable matter means any mail 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
 - 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*.

For further information respecting non-mailable matter restrictions, visit the *Canada Postal Guide* at www.canadapost.ca/postalguide under Non-mailable Matter.

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

2.2 Format

Each item of a Catalogue Mail mailing must have the same size, shape and physical characteristics, and originate from one sender.

2.2.1 ADDRESSING

Each Catalogue Mail item must be addressed to a specific individual or company name or to a non-personalized descriptor, including “Occupant” or similar wording. Each item must include the complete mailing address, including the valid postal code for that address.

2.2.1.1 Return Address

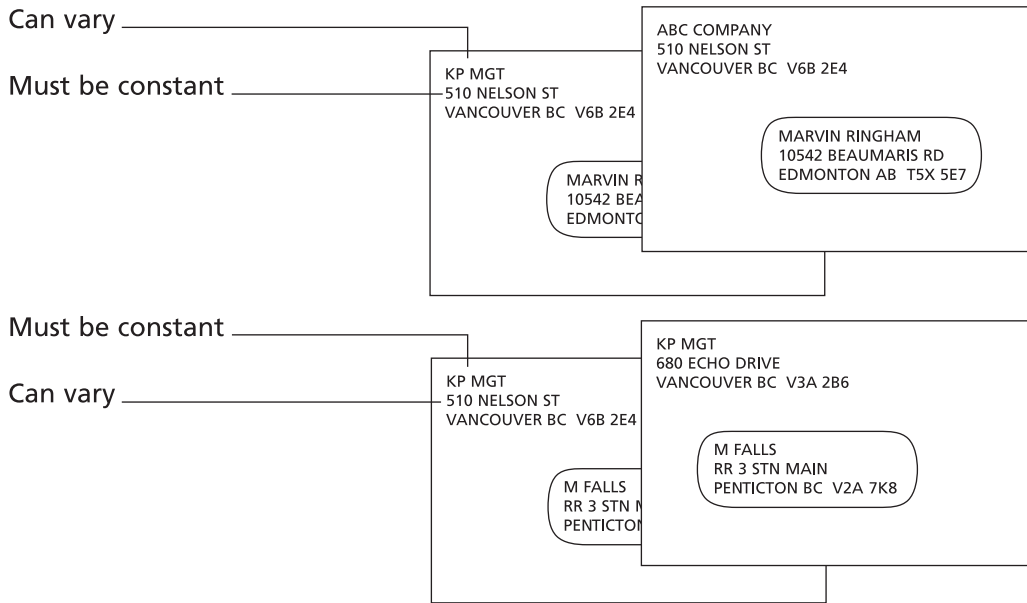
If a return address is used, it must be Canadian. Dual return addresses are acceptable on Catalogue Mail items as long as there is one Canadian return address. However, if either the Return to Sender or Address Correction service option is requested, there must be only one return address showing and it must be Canadian.

Return address(es) must be located either:

- on the same side of the item as the delivery address, in the upper left-hand corner (preferred location), or
- on the back of the item, near the top edge and centred between the left and right edges.

The return address may vary provided that either the physical return address or the name of the person or business to which items are to be returned remains constant on each item.

Figure 1: Example of return addresses



For more information on addressing, visit the *Canada Postal Guide* at www.canadapost.ca/postalguide under Addressing.

2.2.2 MARKINGS

Customers may only use Canada Post postal indicia, logos, trademarks or markings if the Customer has obtained the 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. Examples of acceptable wording include *Urgent*, *Rush* and *Important Communication Enclosed*.)
- 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.

2.3 Physical Characteristics

Each Catalogue Mail item must be identical in size, shape, weight and physical characteristics, and must meet the following size and weight requirements.

Table 1: Size and Weight

CATEGORY		SIZE	WEIGHT
Catalogue Mail	max.	Length, width or thickness: 1.1 m Length plus girth: 3 m	25 kg (bag and content)
	min.	N/A	500 g per item*

* An item weighing less than 500 g may be accepted; however, postage must be paid as if the item weighed 500 g.

3 PREPARING THE MAILING

Proper mail preparation is important to ensure that Catalogue Mail items are processed and delivered efficiently. Adjustments and/or surcharges may be applied to improperly prepared mailings.

3.1 Mail Preparation and Presortation

Mail preparation is the process of facing and containerizing the items and labelling the bags and containers. It helps ensure machineability of mail (where applicable), protection of mail, identification of the type of mail and ease of handling.

Mail presortation is the process of sequencing, grouping and containerizing the items and labelling the bags and containers to allow Canada Post to bypass various processing steps and facilities within its mail distribution network.

The NDG Presort option is the only option available to access Catalogue Mail prices.

Visit www.canadapost.ca/mailpreparation for more information on mail preparation and presortation.

3.2 Summary of Options and Key Requirements

3.2.1 NDG PRESORT MAIL

The NDG option is the basic mail presortation option that allows Customers to presort items by postal code sequence and group them according to the National Presortation Schematic (NPS). Visit www.canadapost.ca/nps for more information

Table 2: NDG Presort – Catalogue Mail.

KEY REQUIREMENTS
<ul style="list-style-type: none"> • the use of the Electronic Shipping Tools (EST) to prepare an <i>Order (Statement of Mailing)</i> is recommended when using Catalogue Mail, otherwise a manual <i>Order</i> processing fee will apply • a minimum of 2,500 items per deposit (phantom pricing is available) • a <i>Statement of Accuracy</i> (SOA) is required for mailings of more than 5,000 items • meets Catalogue Mail requirements • a minimum of four (4) items per grouping • levels of consolidation (groupings): Delivery Facility (DF), Distribution Centre Facility (DCF), Forward Consolidation Point (FCP) and Residue • levels of containerization (bags, pallets and/or monotainers): Delivery Facility (DF), City, Distribution Centre Facility (DCF), Forward Consolidation Point (FCP) and Residue • containerization: mail must be deposited in bags, pallets and/or monotainers • container label reads: CATALOGUE MAIL – NDG

3.3 Address Accuracy

Address Accuracy is a program designed to improve delivery by encouraging Customers to accurately address mail. Every item must be addressed to a specific individual or company, or to a non-personalized descriptor, such as “Occupant” or similar wording. Every item must display a complete mailing address, including any required suite or unit information as well as the valid postal code for that address. If the mailing address is not complete, the mail may be delayed or returned.

Consistent and accurate addressing eliminates the need for extra handling and/or redelivery. For Customers, this translates into a more efficient service and lower costs. Accurate addressing helps ensure the mail is delivered on time, every time.

Participation in the Address Accuracy Program is mandatory for all NDG Presort mailings greater than 5,000 items.

The standard for Address Accuracy is 95%. This means that 95% of the addresses on the Customer’s database are determined to be valid. This is done by using a Canada Post-recognized address validation and/or address validation and correction software. If the percentage on the *Statement of Accuracy* (SOA) produced by the software is less than 95%, an adjustment will be applied to the mailing.

Customers must record their Address Accuracy percentage and expiry date obtained from their *Statement of Accuracy* (SOA) on their *Order (Statement of Mailing)*. Failure to record the Address Accuracy percentage and expiry date on the *Order (Statement of Mailing)* will result in the application of a surcharge.

Customers are requested to keep a valid copy of the *Statement of Accuracy* (SOA) on file in the event that Canada Post requests a copy.

More information on the Address Accuracy Program can be found in the *Address Accuracy Program Customer Guide*, on the Canada Post website at www.canadapost.ca/am or from a Canada Post Representative.

4 DEPOSITING THE MAILING

4.1 Prior to Depositing

4.1.1 PROVIDE A SAMPLE

Prior to depositing mail, Customers must provide a representative sample of their items, including all enclosures and/or inserts, to the approved Canada Post facility where the mail will be deposited. This will allow Canada Post employees to confirm that the items meet Canada Post's specifications, and helps ensure there are no issues that may affect successful delivery of the items.

4.1.2 SCHEDULING

Catalogue Mail Customers are required to schedule mailings with Canada Post at least ten (10) business days (excluding weekends and statutory holidays) before the day of mailing. The schedule must include date, time and deposit location of mailing, and the estimated number of items in each complete mailing.

Customers who mail on a frequent basis will be identified by their local Canada Post Representative and may be required to provide a mailing plan and/or deposit schedule. This documentation will include details necessary to ensure efficient deposit and processing of their mailings.

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 of the item, including enclosures and/or inserts, identical to the item being mailed.

An *Order (Statement of Mailing)* should be prepared and submitted electronically using the Electronic Shipping Tools (EST) but can be submitted manually.

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 a postal facility approved by Canada Post at the time of mailing.

4.1.3.1 *Electronic Order (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.

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

Customers can go to www.canadapost.ca/obc for more information.

4.1.3.2 *Manual Order (Statement of Mailing)*

Customers can choose to manually prepare an *Order (Statement of Mailing)* using a hard copy *Statement of Mailing*. A processing fee per manual *Order (Statement of Mailing)* will apply.

4.1.4 PARTIAL MAILINGS

If a Catalogue Mail mailing is inducted in more than one (1) deposit, the total mailing cost must be reflected in the first *Order (Statement of Mailing)*; however, each individual partial mailing must meet the 2,500 minimum deposit requirement and be made within a maximum number of days specified by Canada Post. The Customer will be invoiced for the total mailing as provided for on the first *Order (Statement of Mailing)*.

4.2 At the Time of Deposit

4.2.1 REQUIRED AT TIME OF DEPOSIT

Each Catalogue Mail deposit must be accompanied by an *Order (Statement of Mailing)*, a sample of the item, including all enclosures and/or inserts, identical to the item being mailed, and a *Mailing Summary*, where applicable.

4.2.2 WHERE TO DEPOSIT

All Catalogue Mail items must be deposited with an authorized Representative at a postal facility approved by Canada Post.

Catalogue Mail cannot be deposited into street letter boxes or other mail receptacles.

5 PRICING

5.1 Catalogue Mail Pricing

In order to take advantage of Catalogue Mail prices, the Customer must meet all applicable requirements, including specifications, address accuracy, and mail preparation and presentation requirements for Catalogue Mail, as outlined in this Agreement.

The applicable published prices for Catalogue Mail are available at www.canadapost.ca/customer_guides on the *Catalogue Mail Price Sheet*.

5.1.1 MINIMUM VOLUME AND PHANTOM PRICING

The minimum volume requirement for Catalogue Mail is 2,500 items per deposit.

Customers may deposit less than the minimum volume requirement provided that the difference between the actual volume and the minimum volume is entered and paid at the price of 500 g per item.

NOTE : The phantom price is only available for single deposits (not available on partial mailings).

5.1.2 PROGRESSIVE PRICING

Progressive pricing is a pricing process that allows graduated prices when items exceed the base weight of 500 g for all Catalogue Mail. The process applies a charge per gram in addition to the base price for the portion of the weight that exceeds the 500 g base weight.

6 CATALOGUE MAIL SPECIFIC TERMS AND CONDITIONS

6.1 Payment Terms

For general payment terms, see “Making Payment” at the end of this *Customer Guide*.

6.2 General Terms and Conditions

For general terms and conditions, see “General Terms and Conditions” at the end of this *Customer Guide*, which are modified as follows:

Add:

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

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MAKING PAYMENT

The Making Payment information below applies to the following products: Addressed Admail™, Catalogue Mail™, Incentive Lettermail™, Publications Mail™ and Unaddressed Admail™.

For Business Reply Mail™, the Making Payment information can be found in the *Business Reply Mail Customer Guide* under section 6.1, Payment for Business Reply Mail.

1 PAYMENT OPTIONS

The following describes various methods of payment acceptable to Canada Post, however, not all methods of payment may be accepted at all Canada Post facilities.

1.1 Credit Card

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

- when the Canada Post Electronic Shipping Tools (EST) is used and the Customer chooses credit card. The credit card will be charged at the time of mailing
- as set out in the *Canada Postal Guide* or other material published by Canada Post and of general application to Canada Post's Customers, as amended from time to time.

NOTE 1: Some conditions and restrictions apply.

- 2: With the exception of Customers enrolled for pre-authorized credit card payment, credit cards are not accepted in payment of invoices or for settlement of Account balances.
- 3: Credit cards are accepted at Canada Post facilities only where credit card authorization facilities are available.

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

NOTE 1: Payment by postage meter impression on the item cannot be used to pay for Publications Mail, Unaddressed Admail or Catalogue Mail items.

- 2: 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:

- by placing a postage meter impression on each item to sufficiently cover the cost of mailing, or
- 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.

NOTE 1: 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.

2: The postage meter impression must meet requirements as outlined in the *Canada Postal Guide*.

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 fifteen days from date of invoice will apply.

Accounts may be settled using one of the following:

- pre-authorized bank payment
- pre-authorized credit card payment, upon Canada Post approval
- payment by cheque or money order
- 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. See section 1.4 “Payment at Time of Mailing” for more information.

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

- Addressed Admail Machineable and Letter Carrier Presort (LCP) prices
- Incentive Lettermail Machineable and Presort prices
- Publications Mail Machineable and Letter Carrier Presort (LCP) prices
- Unaddressed Admail contract prices.

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)
- debit card (some conditions apply)

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
2701 RIVERSIDE DR STATION 0680A
OTTAWA ON K1A 1L7

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

3 INVOICE AND STATEMENT OF ACCOUNT

Canada Post will provide the Customer with an invoice that summarizes the charges posted to their commercial Account. Customers who elect to pay for services via credit card may receive an electronic invoice using Canada Post's epost service. Visit www.epost.ca for more details on epost.

A *Statement of Account* (SOA) 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* (SOA) 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.

NOTE 1: For details supporting credit card transactions, Customers may sign up for epost (visit www.epost.ca for details) or rely on their credit card statement for information.

2: 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 fifteen days of the invoice date.

4 MANAGE MY ACCOUNT

Customers may view the status of their Accounts and make payment online by visiting www.canadapost.ca/obc through the “Manage My Accounts” page.

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

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.

6 AUTHORIZED USERS

The Customer may wish to allow another party to use their Agreement or Customer number. Please refer to the *Agreement Activation Form* and to Section 1 “Definitions” and Section 9 “Authorized Users” in the General Terms and Conditions at the end of this *Customer Guide*. A Canada Post Representative can explain under what conditions this is possible and who may be considered as an Authorized User.

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 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 of the *Publications Mail Customer Guide*). No postal indicia applies to Unaddressed Admail items (refer to Section 2.2.4.1 of the *Unaddressed Admail Customer Guide*).

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

NOTE 1: Camera-ready artwork for postal indicia can be obtained through a Canada Post Representative or electronically at www.canadapost.ca/postalservices under Postal Indicia.

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

3: Payment by postage meter refers to payment by placing a postage meter impression on each item of mail qualifying for meter payment. See section 1.2 “Postage Meter” on page 1.

General Terms and Conditions



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General Terms and Conditions

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GENERAL TERMS AND CONDITIONS

Also see the Specific Terms and Conditions for each product or service in each *Customer Guide*.

Canada Post is in the business of providing mail and other related delivery products and services. The parties wish to set out the terms by which Canada Post will provide and the Customer will use such products and services. In consideration of the mutual obligations specified in this Agreement, the parties agree to the following:

1 DEFINITIONS

1.1

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

1.2

“**Agreement**” has the meaning set out in section 13 “Entire Agreement and Alterations” on page 7.

1.3

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

1.4

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

1.5

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

1.6

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

1.7

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

1.8

“**Electronic Shipping Tools (EST)**” means the software system made available under license by Canada Post or a third party shipping system approved by Canada Post, which allows for automated preparation of shipping documentation including labels and contains other features to facilitate shipping with Canada Post, and which is further described on the www.canadapost.ca website.

1.9

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

1.10

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

1.11

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

1.12

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

1.13

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

2 CANADA POST’S OBLIGATIONS

2.1

Canada Post agrees to deliver Items of each Product and Service mailed under this Agreement according to the applicable 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.

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.

3 CUSTOMER'S OBLIGATIONS

3.1

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

3.2

The Customer agrees to purchase and pay for the Products and Services at the Applicable Published Prices specified in the *Price Sheet*, subject to any applicable rebates and including all applicable fees, charges, surcharges and taxes. The Applicable Published Prices charged are subject to verification, correction and adjustment for any applicable fees, charges, surcharges and taxes.

3.3

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

3.4

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*.

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.

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.

4 EXCLUSIVE PRIVILEGE

4.1

The Customer acknowledges that Canada Post has, pursuant to and in accordance with the *Canada Post Corporation Act and Regulations*, the sole and exclusive privilege of collecting, transmitting and delivering letters within Canada. Without prejudicing any other rights or remedies Canada Post may otherwise have, the Customer agrees that Canada Post may terminate the Agreement if the Customer, or any Authorized User of the Customer, directly or indirectly contravenes this privilege. If the Agreement is terminated for contravention of this privilege, then, in addition to any amounts otherwise due, the Customer shall pay to Canada Post an amount equal to the difference between the amount paid or payable for all Items mailed up to the date of termination and the amount that would have been payable for that volume, at current prices, had the Agreement not been signed.

5 CRITERIA FOR QUALIFICATION

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.

5.2

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

5.3

Items presented for mailing to Canada Post may be verified to determine compliance with applicable terms and conditions. Items determined not to be compliant may, at the discretion of Canada Post, be:

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

5.4

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

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.

6 SURCHARGES

6.1 Oversize and Volumetric Weight (Density)

Items mailed under this Agreement may be subject to Oversize and/or Volumetric Weight (Density) surcharges 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 Oversize and/or Volumetric Weight (Density) surcharges at any time immediately upon Notice to the Customer.

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.

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. Canada Post may amend the non-compliance surcharge at any time immediately upon Notice to the Customer.

7 CURRENCY

7.1

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

8 AUDITS

8.1

On request, the Customer shall permit Canada Post and its authorized representatives access to its premises, and if applicable those of Authorized Users and the Mailer, On Behalf Of the Customer, during the Term, and for a reasonable period of time after the expiry or earlier termination of this Agreement. The Customer agrees to facilitate Canada Post's access, examination and audit of the records, databases and information relating to the Items mailed under this Agreement and the Customer's obligations including if applicable those of Authorized Users and Mailer, On Behalf of the Customer, under this Agreement.

9 AUTHORIZED USERS

9.1

All references to the Customer include the Customer's Authorized Users and any actions taken by an Authorized User are deemed to be the actions of the Customer. The List of Authorized Users is set out in an appendix to this Agreement.

9.2

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

9.3

An Authorized User who ceases to be an Affiliate, Subsidiary or a franchisee of the Customer will no longer be entitled to mail Items under this Agreement as of the date upon which it ceases to be the Affiliate, Subsidiary or franchisee of the Customer. In the event that an Authorized User ceases to be an Affiliate, Subsidiary or a franchisee of the Customer, the Customer shall give notice to Canada Post within thirty (30) calendar days of such change in relationship.

9.4

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

10 MAILERS, ON BEHALF OF

10.1

Canada Post will accept Items mailed by another party on behalf of the Customer provided that the mailing of such Items complies with the terms and conditions of this Agreement. The Customer shall require a Mailer, On Behalf Of, to abide by the Agreement. The actions taken by the Mailer, On Behalf Of, are deemed to be the actions of the Customer.

11 RESALE OR INTERLINING

11.1

The Customer agrees that any Products and Services purchased under this Agreement are for its own use as an end user or for the use of an Authorized User and that it will not sell or permit the resale of any services, nor use the Products and Services offered under this Agreement for the purposes of interlining. Interlining is the process in which a carrier uses another carrier's transportation service in the course of a continuous freight movement.

12 ASSIGNMENT

12.1

The Customer shall not assign this Agreement without the prior written consent of Canada Post and any purported assignment without prior consent is void. Canada Post may assign the benefits of this Agreement or make any arrangements that would result in the performance, in whole or in part, of the obligations of Canada Post under this Agreement by a person other than Canada Post.

12.2

If the Customer amalgamates, merges or enters into a similar business combination with any other entity, including without limitation by means of (a) acquisition of all or substantially all of the assets of another entity; or (b) the sale of all or substantially all of the assets to another party, then, for the purpose of this Agreement, such amalgamation, merger or combination will be deemed to be an assignment requiring the prior written consent of Canada Post.

13 ENTIRE AGREEMENT AND ALTERATIONS

13.1

All references to this Agreement shall be deemed to include:

- the applicable *Agreement Activation Form(s)*
- these General Terms and Conditions
- the applicable *Customer Guide(s)*
- the applicable *Price Sheet(s)*
- the *Credit Application Form*, if applicable
- the *Canada Postal Guide*, and
- any appendices and any documents referenced therein, as all may be amended from time to time.

13.2

Without limiting the generality of the above, in the event of any inconsistency between this Agreement, and any document other than the *Canada Post Corporation Act* or its *Regulations* referred to herein, the terms of this Agreement shall prevail and be interpreted in the order of priority listed above.

13.3

No representations, negotiations, or conditions either verbal or written will bind the parties except as expressly set out in this Agreement. Except as set out in section 14 “Waiver” on page 8, no agent or representative of either party to this Agreement has authority to alter the provisions of this Agreement, and any such purported alteration shall not be binding.

14 WAIVER

14.1

Except as specifically stated in this Agreement, no waiver or amendment of this Agreement shall be binding unless executed in writing by the appropriate party's authorized representative. No waiver of any provision of this Agreement shall constitute a continuing waiver unless otherwise expressly provided. Acceptance of Items for mailing shall not constitute a waiver by Canada Post of the Customer's obligations under this Agreement.

15 AMENDMENTS

15.1

Canada Post reserves the right to modify, discontinue Products or Services or otherwise amend this Agreement, including prices, by giving the Customer thirty (30) calendar days' written Notice as specified in this Agreement.

15.2

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

16 SURVIVAL

16.1

The termination or expiry of this Agreement will not affect the survival and enforceability of any provision of this Agreement that is expressly or implicitly intended to remain in force after such termination or expiry.

17 GOVERNING LAW

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*.

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.

18 LANGUAGE

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.

19 EXCUSABLE DELAY

19.1

Except for the Customer's payment obligations, neither party shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under the Agreement due to causes beyond its reasonable control, including but not limited to, acts of God, 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.

20 LIMITATION OF LIABILITY

20.1

Canada Post reserves the right to independently review and verify any and all claims made by the Customer arising from missed delivery and/or service commitments.

20.2

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

21 TERMINATION

21.1

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

21.2

Either party may immediately terminate this Agreement upon written Notice to the other party if at any time during the Term:

- either party ceases to carry on business or makes a sale in bulk of all or substantially all of its assets; or
- either party becomes insolvent or bankrupt, or files any proposal or makes any assignment for the benefit of creditors; or
- a receiver, trustee or other person with like powers is appointed to handle the affairs or property of either party; or
- an order is made for the winding up or liquidation of either party; or
- either party continues to be in default of any of its obligations after being provided thirty (30) calendar days' Notice of the default.

21.3

Should the Customer fail to purchase Product and Services under this Agreement for a period of more than twenty-four (24) consecutive months, Canada Post may terminate the Agreement or amend the List of Authorized Users without notice.

21.4

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

21.5

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

22 NOTICES

22.1

Any Notice given by either party shall be in writing and delivered personally, by Registered Mail™, by Priority 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
2710 RIVERSIDE DR SUITE CO157
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*.

22.2

Notices delivered personally shall be deemed received at the time of delivery, Notices sent by Registered Mail shall be deemed received on the fourth Business Day following the date of mailing, and Notices sent by Priority Courier or Xpresspost with signature shall be deemed received on the second Business Day following the date of mailing. Weekends and statutory holiday mailings will count as originating on the following Business Day.

22.3

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

22.4

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

23 CONFIDENTIALITY

23.1

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

23.2

Canada Post has policies and procedures in place to protect the confidential information that it handles. Canada Post is subject to the federal *Privacy Act* and the *Canada Post Corporation Act*. Any third parties who are involved in handling confidential information on behalf of Canada Post are required to agree to appropriate contractual provisions.