

Paying and Terms



Postage Meter Users

IMPORTANT UPDATES

Any description of change is provided for reference and convenience purposes only. The description of change does not form part of the Agreement between the customer and Canada Post.

Important Updates:

DESCRIPTION OF CHANGE		LOCATION
Amendment v1.0	Posted on November 18, 2016	Effective on January 16, 2017

No changes.

Please note that when there is an amendment or a revision to the document, the version number will be modified as follows:

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

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POSTAGE METER USERS TERMS AND CONDITIONS

The following General Terms and Conditions constitute the agreement (the "Agreement") between Meter User and Canada Post with regard to use of a postage Meter and associated postage meter rates. In consideration of the mutual obligations specified in this Agreement, the parties agree to the following:

1 DEFINITIONS

1.1

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

1.2

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

1.3

"**Meter Supplier**" means the company that has entered into an agreement with Canada Post and has been granted permission to supply customers with postage meters.

1.4

"**Meter User**" means a person who has entered in a lease agreement with a Meter Supplier in order to lease a Postage Meter for the purpose of payment of postage and parties using the postage meter on behalf of that person.

1.5

"**Lease Agreement**" means the agreement entered into between the Meter User and the Meter Supplier in order to lease a postage meter.

1.6

"**Parties**" means the Meter User and Canada Post.

1.7

"**Postage Meter**" means a device that prints postage meter impressions and anything authorised to be printed under the *Postage Meter Regulations*, hereinafter referred to as "**Meter**"; and

1.8

"**Postage Meter Impressions**" means the postage barcode impression and the postmark impression.

2 GENERAL

2.1

Meter User's continued use of a Meter constitutes its acceptance of these terms and conditions. These terms may change from time to time at Canada Post's discretion.

3 CANADA POST RIGHTS AND OBLIGATIONS

3.1

In addition to and without affecting the rights and obligations created by the Lease Agreement, the Parties agree to the following:

- i Canada Post shall have no obligations or liability to Meter Supplier or Meter User under their lease agreement.
- ii Canada Post may inspect the Meter at any reasonable time on Meter User's premises.
- iii Canada Post may remove any Meter from Meter User's premises.
- iv Canada Post may enter, without legal process, upon premises where a Meter or any part of a Meter may be located (or where Canada Post has reasonable grounds for believing such may be located), for purposes of repossessing the Meter or parts of the Meter.
- v Canada Post shall notify Meter User of transaction fees, which fees may be amended from time to time, for any service that may be provided by Canada Post with respect to administration of the Meter.
- vi Canada Post shall set the postage meter rates ("Rates").

4 METER USER OBLIGATIONS

4.1

In addition to and without affecting the rights and obligations created by the Lease Agreement, the Parties agree to the following:

- i Meter User agrees that its use of the Meter is subject to the *Canada Post Corporation Act* and the regulations under the Act, including the *Postage Meter Regulations*.
- ii The Meter User agrees to use the Meter for business purposes only.
- iii The Meter remains the property of the Meter Supplier and may only be used in accordance with the terms and conditions of the Lease Agreement.
- iv Meter User shall maintain in good standing its Lease Agreement.
- v The Meter may only be used for postage imprinting and recording purposes.

- vi Meter User shall take the Meter to one of Canada Post's offices, or elsewhere as set out in the notice, for inspection, if Canada Post gives Meter User notice requiring the Meter user to do so.
- vii Meter User acknowledges that the Postage Meter Impression dye is the property of Canada Post.
- viii Meter User cannot assign or transfer its rights and obligations under this Agreement.
- ix Meter User agrees to pay for Rates in accordance with the procedure set out in this Agreement.
- x Meter User agrees to prepare and mail items in accordance with the *Canada Postal Guide*, as amended from time to time.

5 PREPARATION OF MAIL

5.1

Further to subsection 4.1 (ix) above, Meter User must comply with the applicable requirements set out in the *Canada Postal Guide* and the *Canada Post Corporation Act* and *Regulations*, including the *Non-Mailable Matter Regulations* as amended from time to time 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.

5.2

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:

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

6 AUDIT

Canada Post, through its authorized representative including but not limited to its internal auditors or external auditors engaged by Canada Post, may audit Meter User's mail preparation process and Meter User to determine compliance by Meter User of its obligations under this Agreement. Meter User shall provide Canada Post with such records, reports and access to premises as Canada Post may reasonably request for the purposes of conducting such audit.

7 POSTAGE METER RATES

7.1

The Rates are set by Canada Post and may be amended at Canada Post's sole discretion. Canada Post shall provide Meter User with a table setting out the Rates.

7.2

With respect to amendments to the Rates, Canada Post agrees to provide Meter User with at least thirty (30) days prior notice of the effective date of any new rates.

8 TERM AND TERMINATION

8.1

Term means the period set out in the Lease Agreement.

8.2

This Agreement is automatically deemed terminated upon the termination of the Lease Agreement.

9 USE OF MARKS

Except as specifically provided for in this Agreement, Meter User shall not use any trademarks, trade names, official marks and any other rights of Canada Post ("the Marks") without the prior written authorization of Canada Post. Nothing contained in this Agreement is intended as an assignment or grant of any right, title or interest in or to the Marks. Any use by Meter User of Canada Post's intellectual property or third-party intellectual property used under licence by Canada Post, including, but not limited to usage of any Canada Post logos or trade names must be approved in writing in advance by Canada Post.

10 CONFIDENTIALLY

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*. See Canada Post's Privacy Statement at canadapost.ca.

11 RESALE

Meter User agrees that the use of a Meter referenced under this Agreement is (1) for its own business use as an end user, and (2) for metering its customer's mail only if the Meter User's core business is providing mail preparation and induction services.

12 GOVERNING LAW

This Agreement shall be governed by, and interpreted under, the laws in force in the province of Ontario, Canada. The forum for any legal proceedings shall be the province of Ontario, Canada.