



End User License Agreement

GENERAL TERMS AND CONDITIONS

These General Terms shall apply to the use of the Service by End Users.

1 DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions the following definitions shall apply:

“Affiliate”	means a business entity which directly or indirectly controls, is controlled by, or is under common control with a Party. A business entity controls another business entity if it possesses the direct or indirect power to lawfully direct the management and policies of the other entity through ownership of voting securities, contract, voting trust or otherwise.
“Agreement”	means these General Terms, Schedule A (Quote) and the Website (and any documents contained therein) which in the case of conflict rank in the order of precedence set out above.
“Business Day”	means a day other than Saturday, Sunday, a statutory holiday and any day normally observed as a holiday by Canada Post.
“Canada Post”	means the licensor of the Service.
“Confidential Information”	means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) information regarding the business, affairs, customers, clients, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information including the Output Material; (iii) the existence and terms of the Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

1.1 In these General Terms and Conditions the following definitions shall apply:

“Contract Start Date” means the date the Agreement becomes effective between the Parties.

“Credit” means a prepayment by Licensee to have access to the Service.

“Data Supplier” means Canada Post or third party data supplier(s) that provide Supplier Data for use in the Service.

“Event of Force Majeure” means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes ; failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of hackers that could not have been prevented by a Party acting reasonably); epidemic; compliance with any change of law or governmental order, rule, regulation or direction; or the insolvency of suppliers or sub-contractors.

“GBG” means either PCA Predict Inc. of 135 Madison Avenue, 5th Floor, New York, NY 10016-6759, United States or its Affiliates .

“GDPR” means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR.

1.1 In these General Terms and Conditions the following definitions shall apply:

- “Intellectual Property Rights”** means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognized in the future; and (iii) all applications, extensions and renewals to any such rights.
- “Licensee”** means the counterparty to this Agreement.
- “License Period”** means (1) in respect of each separately purchased Credit, the period starting from when the respective Credit is purchased by Licensee up until the earlier of the following: (a) a maximum period of twelve months from the date of purchasing the respective Credit ; or (b) when the Credit has been fully expended; or (2) where Licensee has instead paid Canada Post a separate licence fee in order to use the Service, then the “Licence Period” means that period of time associated with the licence fee entitling Licensee to use the Service.
- “Output Material”** means all information and/or Supplier Data provided to Licensee as a result of using the Service including the results of any enquiry or search.
- “Party”** means a party to the Agreement and “Parties” shall be construed accordingly.
- “Permitted User”** means anyone who has been given a unique, confidential, username and password to gain access to the Service by Canada Post in accordance with the terms of the Agreement.

1.1 In these General Terms and Conditions the following definitions shall apply:

“Privacy and Data Protection Requirements”	means all applicable laws and regulations relating to the processing of personal data and privacy in Canada.
“Service”	means the Address Complete Service, including softwares, guides and other information made available by Canada Post to Licensee on the Website pursuant to the Agreement.
“Supplier Data”	means any data provided to Licensee by the Data Supplier.
“Transaction”	means a single search, click, check or any other means of obtaining Output Material.
“Website”	means the website with the URL of: www.canadapost.ca/pca (or such other website URL as Canada Post notifies to Licensee from time to time).
“Year”	means (i) the twelve (12) month period commencing on the Contract Start Date, and (ii) each consecutive twelve (12) month period thereafter.

1.2 The headings in the Agreement do not affect its interpretation.

1.3 References to clauses, sections and appendices are to clauses, sections and appendices of the Agreement.

1.4 Words in the singular include the plural and vice versa.

1.5 A reference to “writing” or “written” does not include electronic mail or facsimiles.

2 TERM OF THE AGREEMENT

2.1 The Agreement will start on the Contract Start Date and will continue for the License Period and thereafter until terminated in accordance with the termination provisions of set out in these General Terms and Conditions.

3 PROVISION OF THE SERVICE

- 3.1 Canada Post hereby grants to Licensee the non-exclusive, non-transferable, revocable right to use the Service for its internal business purposes in accordance with the terms set out in the Agreement.
- 3.2 Where third party data provided by third party licensor is included in the Service, the Service may be subject to various other terms and conditions imposed by such third party licensor. Licensee agrees to comply with such terms and conditions which can be found at canadapost-postescanada.ca/cpc/en/support/kb/general-inquiries/general-information/address-complete ("**Additional Terms**").
- 3.3 Licensee acknowledges and accepts that occasionally Canada Post, in providing the Service, may be required to:
- (a) change the technical specification of the Service for operational reasons, however, Canada Post will ensure that any change to the technical specification does not materially reduce or detrimentally impact the performance of the Service;
 - (b) give Licensee instructions which it reasonably believes are necessary to enhance or maintain the quality of any Service provided by Canada Post and Canada Post shall not be responsible for any errors in the Service resulting from Licensee's non-compliance with such instructions; and
 - (c) suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency, in which case Canada Post will give Licensee as much on-line, written or oral notice as possible and shall ensure that the Service is restored as soon as possible following suspension.

4 USE OF THE SERVICE

- 4.1 The Service is protected by Intellectual Property Rights. Licensee must not do any of the following or permit anyone else to do any of the following:
- (a) copy, store, adapt, modify, transmit or distribute the Service except to Permitted Users or permit anyone else to do the same;
 - (b) sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available the Service to, or use it for the benefit of any third party.

- 4.2 Licensee shall not use the Service in any way that is unlawful, illegal, fraudulent or harmful and must not use the Service in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.3 Licensee warrants that it shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to Licensee and its use of the Service
- 4.4 Licensee is responsible for the acts and omissions of all Permitted Users of the Service and is liable for any failure by a Permitted User to perform or observe the terms and conditions of the Agreement.

5 SECURITY

- 5.1 Licensee is responsible for the security and proper use of all user identities (“User IDs”) and passwords used in connection with the Service (including maintaining and enforcing a robust password policy).
- 5.2 Licensee shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorized parties.
- 5.3 Licensee must immediately inform Canada Post if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorized to use it or is being or is likely to be used in an unauthorized way.
- 5.4 Canada Post reserves the right to suspend User ID and password access to the Service if at any time Canada Post reasonably considers that there is or is likely to be a breach of security or misuse of the Service, and/or to require Licensee to change any or all of the passwords used by Licensee in connection with the Service.

6 LICENSEE OBLIGATIONS

- 6.1 Licensee may only access the Service as permitted by Canada Post and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 6.2 Licensee shall ensure that any person associated with Licensee who is performing services in connection with the Agreement (including without limitation sub-contractors) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Licensee in the Agreement. Licensee shall in all circumstances be responsible for the observance and performance by such persons of such terms and shall in all circumstances be directly liable to Canada Post for any breach by such persons of any of such terms howsoever arising.

7 RELATIONSHIP BETWEEN PARTIES

- 7.1 Both Parties agree that this is an independent contractor relationship and that each Party is fully responsible for its acts or defaults.

8 PRICE AND PAYMENT

- 8.1 Generic prices for the Service are set out on the Website (as updated from time to time) whereas customized prices, if applicable, are set out in Schedule A (Quote).
- 8.2 Licensee confirms that it expressly authorises Canada Post to debit Licensee's credit card where such payment method is provided as part of the registration process if either: (1) the auto-top up payment option has been set up for Licensee; or (2) Licensee fails to make payment by the due date.
- 8.3 Licensee shall pay all invoices under the Agreement in advance on or before the date specified on the invoice.
- 8.4 Licensee shall make all payments due under the Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.
- 8.5 Canada Post may vary the prices applicable to the Service from time to time. For the avoidance of doubt, any changes to the prices pursuant to this section will not apply to any Credits purchased by Licensee prior to the date such price change becomes effective.
- 8.6 If Licensee issues a purchase order to Canada Post relating to the Service, the terms of such purchase order shall not apply and such purchase order shall be accepted by Canada Post for the sole purpose of referencing a purchase order reference in any invoices in order to facilitate payment by Licensee.
- 8.7 Except as expressly stated in this Agreement, no refunds are available in respect of any Credit including without limitation, with respect to any Credit that expires at the end of the respective Licence Period without the full prepayment being used by Licensee.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 Licensee acknowledges that all Intellectual Property Rights in the Service and the Output Materials belong and shall continue to belong to Canada Post and its licensor(s). No interest in Intellectual Property Rights is transferred pursuant to this Agreement other than the licence to use the Service as expressly granted by this Agreement

- 9.2 If any third party makes or threatens to make a claim against Canada Post or the Licensor that the use of the Service and/or Output Material or part thereof infringes any third party's Intellectual Property Rights, Canada Post shall be entitled to do one or more of the following:
- (a) suspend any part of the Service that is subject to the infringement claim made by the third party;
 - (b) modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service;
 - (c) terminate the Agreement upon written notice to Licensee.
- 9.3 Licensee warrants that it will not use or exploit the Intellectual Property Rights in the Service or Output Material or permit others to use or exploit the Intellectual Property Rights in the Service or Output Material outside of the terms of the license granted to Licensee under the Agreement;

10 CONFIDENTIALITY AND PUBLICITY

- 10.1 Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted herein or to the extent necessary for the proper performance of the Agreement.
- 10.2 Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.
- 10.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
- 10.4 Each Party may disclose the other Party's Confidential Information:
- (a) to its employees or its Affiliates' employees, officers, representatives, advisers and third party suppliers who need to know such information to perform its obligations under the Agreement. Each Party shall ensure that its employees and its Affiliates' employees, officers, representatives, advisers and third party suppliers to whom it discloses the other Party's Confidential Information comply with this clause 10; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.

- 10.5 For the purposes of section 10.1, Confidential Information shall not include information which:
- (a) is or becomes generally available to the public (other than through a breach of the Agreement);
 - (b) is lawfully in the possession of the other Party before the disclosure under the Agreement took place;
 - (c) is obtained from a third party who is free to disclose it; or
 - (d) the Parties agree in writing is not confidential or may be disclosed or
 - (e) the disclosure by the receiving Party is required pursuant to an order of a court, administrative tribunal or other governmental authority body having by law the power to compel the production of Confidential Information. Such disclosure shall be made only to the extent so ordered and provided that the Party receiving such an order promptly notifies the disclosing Party so that the disclosing Party may intervene in response to such order, or if timely notice cannot be given, seeks to obtain a protective order from the court or government for such Confidential Information

11 DATA PROTECTION

- 11.1 Both Parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements and the terms of the Agreement.
- 11.2 Licensee acknowledges and agrees that certain data protection terms should be in place between GBG, a Canada Post licensor, and Licensee with respect to the GDPR. Such terms can be found on the following URL: www.gbgplc.com/canadapost/enduser-gdpr-terms

12 LIABILITY AND INDEMNITY AND WARRANTY

- 12.1 Neither Party excludes or limits its liability for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other type of liability that cannot by law be excluded or limited.
- 12.2 Subject to Clause 12.1, Canada Post's aggregate liability to Licensee for any claims, demands or causes of action whatsoever from any losses or damages arising out of, or resulting from, the Agreement will not exceed the fees paid by Licensee for the Service in the 12 month period immediately preceding the issue giving rise to the loss or claim.

- 12.3 Canada Post will not be liable for loss of profits, business or anticipated savings, destruction or deletion of data, loss of use of data, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage.
- 12.4 Licensee shall indemnify and defend Canada Post against all claims, damages, losses, liabilities, demands, judgments, causes of action or legal proceedings arising out of, or resulting from, Licensee's breach of the Agreement.
- 12.5 To the extent permitted by law, and except as expressly set out in the Agreement, Canada Post excludes all implied assurances (including without limitation, warranties and conditions) with respect to the Service, including without limitation any implied assurances relating to satisfactory quality, merchantable quality, quality or fitness for any particular purpose; whether implied or arising by statute, common law, custom, a course of dealing, usage of trade or otherwise.
- 12.6 Licensee acknowledge that damages alone may not be an adequate remedy for a breach of the Agreement in certain instance. Accordingly, without prejudice to any other rights and remedies it may have, Canada Post shall be entitled to seek specific performance and/or injunctive or other equitable relief.

13 SUSPENSION AND TERMINATION

- 13.1 Canada Post may suspend all or part of the Service immediately and without notice in the event that Licensee breaches or Canada Post, acting reasonably, suspects that Licensee has committed a material breach of the Agreement.
- 13.2 Either Party may terminate the Agreement for convenience by giving at least 30 days' prior written notice to the other.
- 13.3 Canada Post may terminate the Agreement on immediate notice in writing to Licensee if Canada Post is no longer able to provide the Service in whole or in part due to (1) the termination of Canada Post's agreement with its licensor(s); or (2) the acts or omissions of Canada Post's licensor(s).
- 13.4 Either Party may terminate the Agreement on immediate notice in writing to the other if any of the following applies:
- (a) the other Party commits a material or persistent breach of the Agreement, which is capable of remedy, and it fails to remedy the breach within 10 Business Days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;

- (b) the other Party commits a material or persistent breach of the Agreement which cannot be remedied;
- (c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including where the directors of a company (other than one which is in administration or being wound up) may make a proposal to the company and to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);
- (d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts under applicable legislation;
- (e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;
- (f) an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
- (g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
- (h) an application for an administration order is issued at court in respect of the other Party;
- (i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party; or
- (j) any event analogous to any of clauses 13.4 (c) to (i) above occurs in any jurisdiction.

13.5 When the Agreement is terminated;

- (a) Licensee will:
 - cease using the Service; and
 - promptly pay any outstanding and unpaid invoices due for the Service whether the invoice was submitted before or after the termination of the Agreement.

- 13.6 When the Agreement terminates the Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control.
- 13.7 The termination of this Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of the Agreement that is expressly or by implication intended to continue in force after termination.
- 13.8 Where (1) the Agreement is terminated by Canada Post pursuant to sections 9.2(c), 13.2 or 13.3 of these General Terms and Conditions; or (2) the Agreement is terminated by Licensee pursuant to section 13.4 of these General Terms and Conditions, then Licensee will be entitled to a pro-rata refund of the amount of any unused prepayments with regard to any unexpired Credit at the date of termination of the Agreement.

14 AUDIT RIGHTS

- 14.1 Upon receipt of Canada Post's reasonable request, Licensee shall provide Canada Post with any documentation or records which are reasonably required to enable Canada Post to verify and monitor Licensee's compliance with its obligations under the Agreement. Such information and records may be redacted to remove confidential commercial information not relevant to the request.
- 14.2 All information and records shall be provided without undue delay and where possible within 14 days of receipt of such request. Licensee shall also provide Canada Post with the name of the person within its organisation who will act as the point of contact for provision of the information required.
- 14.3 Subject to sections 14.5 and 14.6 of these General Terms and Conditions, where, in the reasonable opinion of the Canada Post, such documentation is not sufficient to demonstrate compliance or to meet Canada Post's obligations to its licensor(s), then Canada Post will be entitled, upon reasonable prior written notice and upon reasonable grounds, to conduct an on-site audit of Licensee's premises or to appoint a third party auditor to conduct an on-site audit for the purposes of investigating Licensee's compliance with its obligations under the Agreement.
- 14.4 Audits shall not be carried out on more than one occasion per year of the Agreement unless Canada Post reasonably believes that Licensee is in material breach of the Agreement or unless Canada Post is required to do so by any regulatory body with competent jurisdiction or by its licensor(s). Canada Post or its auditor may be accompanied by representatives of any such regulatory body or its licensor(s) in respect of any such audit imposed on Licensee.

- 14.5 All audits will be conducted in a manner that does not materially disrupt, delay or interfere with Licensee's performance of its business and shall be carried out at the expense Canada Post. Should the audit reveal a material breach of the Agreement by Canada Post, Licensee shall reimburse the Canada Post for the full cost of the audit.
- 14.6 Licensee shall provide Canada Post (or any third party auditor as relevant) with reasonable, supervised access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit.

15 EVENT OF FORCE MAJEURE

- 15.1 Neither Party shall be in breach of the Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from an Event of Force Majeure. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three consecutive months, the Party not affected may terminate the Agreement immediately by giving written notice to the affected Party.

16 NOTICES

- 16.1 Notices required to be given under the Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:
- (a) to Canada Post at its head office located at 2701 Riverside Drive, Ottawa, Ontario K1A 0B1 care of Data and Mail Services Director; and
 - (b) to Licensee at the address to which Licensee asks Canada Post to send invoices .
- 16.2 Any notice shall be deemed to have been duly received:
- (a) if delivered by hand or by courier, when left at the address referred to in section 16.1 above; or
 - (b) if sent by first class post, two Business Days after the date of posting.
- 16.3 This section does not apply to the service of any proceedings or other documents in any legal action.

17 MISCELLANEOUS

- 17.1 Agreed changes to the Agreement will be recorded in writing and will form part of the Agreement when signed by both Parties.
- 17.2 Neither Party may assign or transfer (in whole or in part) any of its rights or obligations under the Agreement, without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed).
- 17.3 Unless expressly stated otherwise in the Agreement, a person who is not party to the Agreement has no rights under the Agreement, including any right to enforce any term of the Agreement, as a third party beneficiary or otherwise.
- 17.4 The Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- 17.5 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 17.6 The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 17.7 No failure or delay by a Party to exercise any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.
- 17.8 Unless otherwise stated herein, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

18 GOVERNING LAW AND JURISDICTION

- 18.1 By entering into the Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of the Agreement and that they agree to be bound by these.
- 18.2 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of Ontario, Canada and both Parties submit to the exclusive jurisdiction of the Ontario Courts.