

SendPro[®] Enterprise Subscription

Product Terms

(Last modified July 5, 2024)

Defined Terms

“**Package(s)**” means parcels, letters, and flats shipped under this Agreement.

“**Carrier**” means a third-party shipping vendor selected by you through the Service.

“**Tender**” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

Use of the Service

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

Fees

The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the Carrier for printing postage or labels and sending Packages through the United States Postal Service (the “USPS”) or another Carrier.

Using USPS

If you use the Service for shipping with the USPS, the USPS must approve your registration prior to use of their shipping services and you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. These rates will be programmed into the Service and will be made available to you for the duration of this Agreement. Rates are subject to change at any time.

When you print USPS postage or labels using the Service, the following information is collected in order to generate valid postage indicia: (1) the date and time of the transaction; (2) the destination ZIP Code™; (3) the rate

category of each indicium created and the details of any associated special services, such as special handling or restricted delivery; and (4) the amount of postage printed.

If you use the Service to print electronic USPS Tracking (formerly Delivery Confirmation), Signature Confirmation™, or the electronic Priority Mail Express® label, complete return and destination address data, package descriptions, reference IDs, and delivery statuses for each label printed by you is maintained by us for accounting and reporting purposes.

Non-USPS Carrier Requirements

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier.

Pitney Bowes Delivery Guarantee

If your Order for SendPro Enterprise contains Pitney Bowes Delivery Guarantee, these additional terms apply <https://www.pitneybowes.com/us/sendtech-terms/on-premise-product-terms-pbd.html>.

HIPAA

If you will be providing Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996) to us in connection with your use of the Services (such as names and addresses of medical patients), then the Business Associate Agreement Addendum available at <https://www.pitneybowes.com/us/sendtech-shipping-saas-product-terms/baa.html> applies and is incorporated into this Agreement by reference.