

Pitney Bowes Terms and Conditions For Consumers

Last Updated: May 10, 2024

These Pitney Bowes Terms and Conditions (“**Terms**” or “**Agreement**”) are entered into between you (“**You**”) and Pitney Bowes Inc. and its affiliates and subsidiaries (“**Pitney Bowes**,” “**PBI**,” “**We**,” or “**Us**”) and govern your use and purchase of the PitneyShip® Cube label printer (“**PitneyShip Cube**”) and any other goods, equipment, or service (“**Order**” or “**Equipment**”) purchased through pitneybowes.com (“**Site**”), including your use and purchase of the PitneyShip Subscription (“**Subscription**”). Collectively, any purchase or use of the Site, Equipment, or Subscription are referred to as the “**Services**.”

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY COMPLETING AN ORDER OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS, THE PITNEY BOWES WEBSITE [TERMS OF USE](#), AND OUR [PRIVACY STATEMENT](#), EACH OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT COMPLETE AN ORDER OR USE THE SERVICES.

PLEASE NOTE THAT THESE TERMS REQUIRE THAT DISPUTES BE RESOLVED ONLY BY FINAL AND BINDING INDIVIDUAL ARBITRATION (AND NOT BY COURT LITIGATION). THIS MEANS THAT YOU WAIVE ANY RIGHT TO A JURY TRIAL AND WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN CLASS ACTIONS AGAINST US. IN ARBITRATION, THERE IS NO JURY, LESS DISCOVERY, AND LIMITED APPELLATE REVIEW AS COMPARED TO COURT LITIGATION. Please review the provision Arbitration Agreement and Class Action Waiver in Section I.K of these Terms for complete details.

Section I sets forth general terms that apply to your use of the Site and any purchase or use of Equipment or Services. Section II sets forth the limited warranty that applies to your purchase of Equipment. Section III sets forth the terms that govern the Subscription. Section IV sets forth the terms for PitneyShip™ Delivery Assurance.

These Terms are subject to change by Pitney Bowes in our sole discretion. For material changes to the Terms, we may update you by notifying you of such changes by any reasonable means, including posting the revised Terms to the Site. Your continued use of the Site or Services after a posted change in these Terms will constitute your acceptance of and agreement to such changes. The “Last Updated” legend above indicates when these Terms were last updated.

I. GENERAL TERMS

A. Eligibility and Use

In order to use the Services, you must be 18 years (or the age of majority set by applicable law, if greater than 18) or older and of legal age to form a binding contract, and must be located in the United States. No individual under this age limit may use the Services.

In order to use the Services, you must create an account. You agree to provide us with accurate, complete, and up to date registration and contact information, and agree to update your contact information if it changes. You may not transfer your account to anyone else without our prior

written permission. You will not share your account or password with anyone, and you must protect the security of your account and your password. You must notify us immediately of any unauthorized use of your password or any other breach of the security of your account. You are responsible for all activity associated with your account. You may not create multiple accounts and you cannot let others use your account.

You are not permitted to use the Services if you: (a) legally are unable or unqualified to enter into a binding contract with PBI; (b) are not located in the United States; or (c) have previously been banned from using any of our Services, unless we have reversed that ban, in our sole discretion.

B. Order Acceptance and Cancellation

By placing an Order or purchasing any Services, you represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. Prior to accepting any Order, we may request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any Order. We reserve the right to refuse or cancel any Order for any reason.

By placing an Order or purchasing any Services, you agree to accept and pay for the Order, as well as all shipping and handling charges and applicable taxes. After having received your Order, we will send you a confirmation email to the provided email address.

C. Prices and Payment Terms

All prices on this website are subject to change without notice. The price charged for Equipment will be the price in effect at the time the Order is placed and will be set out in your Order confirmation email. Price increases will only apply to Orders placed after such changes, except that prices for the Subscription are subject to change as set forth below. Prices do not include carrier, postage, or other third party charges, supplies, taxes or shipping and handling. All such taxes and charges will be added to your Order total and will be itemized in your shopping cart and in your Order confirmation email. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any Orders arising from such errors.

The terms of payment are within PBI's sole discretion and payment must be received by us before our acceptance of an Order. You must provide an approved payment method for any Order for it to be processed. You represent and warrant that (i) the payment information you supply to us is true, correct, and complete, and (ii) you are duly authorized to use such payment method for the purchase.

You agree to pay us for all applicable sales, use, property or other taxes related to the Order. We will estimate the amount of applicable taxes and other fees to be charged to you at the time of your Order.

D. Default and Remedies

You will be considered in default of this Agreement if your payment method fails and you do not correct it by providing a valid payment method within three days of placing your Order, you breach

any other obligation under this Agreement, or you become insolvent or file for bankruptcy. In such cases, we may take any remedy available to us, including:

- canceling this Agreement;
- requiring you to pay to us immediately all amounts payable under this Agreement, whether then due or payable in the future; and
- denying you access to the Site and Services.

You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.

E. Indemnity; Limitation of Liability

1. INDEMNIFICATION. You agree to indemnify and hold harmless PBI, its affiliates, and each of their respective directors, officers, employees, shareholders and agents (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, "Losses") to which an Indemnified Party may become subject and which Losses arise out of (a) breach of this Agreement, including but not limited to your use of the Equipment, the Subscription, or any other Services, (b) breach of any confidentiality obligation, or (c) any alleged infringement of any trademark, copyright, patent or other intellectual property right. You agree to reimburse the Indemnified Party for all legal and other expenses, including reasonable attorneys' fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party. This Section will survive any termination of this Agreement indefinitely.

2. LIMITATION OF LIABILITY. OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES IN THE LAST TWELVE (12) MONTHS. NEITHER PBI NOR PBI'S SUPPLIERS ARE LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR SERVICES, OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS OR REVENUE, WORK, BUSINESS, DATA, USE, GOODWILL, REPUTATION, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, INTERRUPTION, DELAY, BREACH OF DATA OR SYSTEM SECURITY, OR INABILITY TO USE, FOR ANY MATTER RELATING TO THIS AGREEMENT, EVEN IF FORESEEABLE OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES OR LOSSES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF SUCH A STATE.

F. Ownership of Intellectual Property

PBI and its licensors shall be the sole and exclusive owners of all intellectual property, and all derivatives thereof, that PBI and its licensors may develop in the course of providing the Equipment and Services, including the Subscription and its embedded software. You will not modify, publish, transmit, participate in the transfer or sale of, or, reproduce, create derivative works based on, reverse engineer, de-compile, attempt to unbundle, or otherwise exploit the Equipment and Services.

No license, right, title, or interest in the Equipment and Services is transferred to you as a result of your use of the Equipment and Services or your accessing, viewing, downloading, or printing of the Site.

G. Applications and Third-Party Sites

Certain Services and parts of the Site may provide you an opportunity to access applications or sites provided by us or a third party. These applications and third-party sites may have their own terms and conditions applicable to your use and PBI makes no representations or warranties related to the functionality or contents of any third-party application or site.

H. Prohibited Actions; Compliance with Laws

You will only use the Services for your own internal and personal use, and not on behalf of or for the benefit of any third party. You agree to only use the Site and the Services in a manner that complies with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and you will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

You represent and warrant that you have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of your use of the Services, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

I. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

J. Feedback; Data

You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our [Privacy Statement](#). We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you

or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.

You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.

You will ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

K. Dispute Resolution; Arbitration Agreement; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. IT LIMITS THE RIGHT TO OBTAIN DISCOVERY OTHER THAN AS PERMITTED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. (“JAMS”), AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR PITNEY BOWES WOULD HAVE IN COURT, SUCH AS APPELLATE REVIEW, ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

For purposes of this Section K, “Pitney Bowes” shall include its subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns.

1. MANDATORY NOTICE OF DISPUTE AND INFORMAL DISPUTE RESOLUTION PROCESS.

If you and Pitney Bowes have a Dispute (defined below), you and Pitney Bowes agree to make a good faith effort to resolve the Dispute informally prior to initiating a formal arbitration proceeding. Before initiating an arbitration, you and Pitney Bowes each agree to first provide the other with a detailed written notice (“Notice of Dispute”). The Notice of Dispute must include (i) the name, telephone number, mailing address, and email address of the person or entity providing the notice; (ii) a statement of the legal claims asserted and the factual basis for those claims; (iii) a description of the remedy sought and (iv) an accurate, good-faith calculation of the amount in controversy.

If you provide a Notice of Dispute to Pitney Bowes, the Notice of Dispute must be mailed via first-class mail, FedEx, or UPS to: Pitney Bowes, ATTN: Legal Department, 3001 Summer Street, Stamford, CT 06926. **Your Notice of Dispute must include your personal signature.** If Pitney Bowes provides you with a Notice of Dispute, Pitney Bowes will mail the notice via first-class mail, FedEx, or UPS to the billing address associated with your account and/or billing information (the “Notice Address”). If Pitney Bowes is unable to reach you at the Notice Address, it may provide a Notice of Dispute to you via email at the email address associated with your account.

If requested by the party that receives the Notice of Dispute, the other party must personally appear at and participate in a telephone settlement conference (if a party is represented by counsel, counsel may also participate) to discuss the Dispute.

For a period of sixty (60) days from the date of receipt of a complete Notice of Dispute, you and Pitney Bowes agree to make attempts to resolve the Dispute prior to commencing an arbitration and not to commence an arbitration proceeding until the sixty (60)-day post-notice resolution period expires, which period may be extended by agreement of the parties. If an agreement cannot be reached within sixty (60) days of receipt of the Notice of Dispute, you or Pitney Bowes may commence an arbitration proceeding, pursuant to the procedure outlined below. **Compliance with and completing this informal dispute resolution process is a condition precedent to filing any formal dispute resolution proceeding, including a demand for arbitration.** The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in this informal dispute resolution process.

2. ARBITRATION AGREEMENT.

IF WE ARE UNABLE TO RESOLVE ANY DISPUTE THROUGH THE INFORMAL DISPUTE RESOLUTION PROCESS, YOU AND WE AGREE THAT ALL CLAIMS, DISAGREEMENTS, DISPUTES OR CONTROVERSIES BETWEEN YOU AND ANY PITNEY BOWES PARTIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARENTS, AFFILIATES, SUBSIDIARIES AND/OR RELATED COMPANIES, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THE SITES, TO THE USE OR ACCESS THEREOF, TO THE EQUIPMENT, SERVICES, MATERIALS, PROMOTIONS, PROGRAMS OR OTHER FEATURES OFFERED ON OR THROUGH THE SITES, AND/OR TO THE APPLICATION, ENFORCEABILITY, SCOPE, OR INTERPRETATION OF THIS AGREEMENT TO ARBITRATE ("**DISPUTES**"), SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. THE SOLE EXCEPTIONS TO THIS REQUIREMENT ARE THAT (I) YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY, AS LONG AS THE MATTER REMAINS IN SUCH COURT AND IS NOT REMOVED OR APPEALED TO A COURT OF GENERAL JURISDICTION AND ADVANCES ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE BASIS); AND (II) EACH PARTY MAY BRING SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS. DISPUTE WILL BE GIVEN THE BROADEST POSSIBLE MEANING PERMITTED BY LAW. IT INCLUDES CLAIMS THAT AROSE BEFORE THIS OR ANY PRIOR AGREEMENT OR THAT ARISE AFTER THE TERMINATION OF THIS AGREEMENT.

ALL DISPUTES SHALL BE DETERMINED BY BINDING ARBITRATION (1) ADMINISTERED BY JAMS, PURSUANT TO THE JAMS STREAMLINED ARBITRATION RULES & PROCEDURES EFFECTIVE JUNE 1, 2021 (THE "JAMS RULES"), AND AS MODIFIED BY THIS AGREEMENT TO ARBITRATE; (2) CONDUCTED BY A SINGLE, NEUTRAL ARBITRATOR; AND (3) TAKE PLACE TELEPHONICALLY UNLESS AN IN-PERSON HEARING IS SPECIFICALLY REQUESTED BY EITHER PARTY. IF AN IN-PERSON HEARING IS REQUESTED, SUCH IN-PERSON HEARINGS SHALL TAKE PLACE IN THE COUNTY OF THE BILLING ADDRESS ASSOCIATED WITH YOUR ACCOUNT,

OR THE COUNTY WHERE YOU RESIDE, IN THE INSTANCE WHERE NO ACCOUNT EXISTS. TO THE EXTENT THAT THIS AGREEMENT TO ARBITRATE CONFLICTS WITH THE JAMS POLICY ON CONSUMER ARBITRATIONS PURSUANT TO PRE-DISPUTE CLAUSES MINIMUM STANDARDS OF PROCEDURAL FAIRNESS (THE “MINIMUM STANDARDS”), THE MINIMUM STANDARD IN THAT REGARD WILL APPLY.

The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/> or by calling JAMS at 800-352-5267. To commence an arbitration, a Demand for Arbitration is required to be executed pursuant to the instructions provided by JAMS to submit a Dispute for arbitration. Service of the Demand for Arbitration on you will be sent to the Notice Address.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages), and must follow the terms of these Terms.

Except as expressly provided in this Dispute Resolution section, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or formation of this Dispute Resolution section including, but not limited to, a claim that all or any part of it is void or voidable. The parties shall be responsible for their own attorneys' fees and costs in arbitration, unless they are authorized by law or the arbitrator determines that a claim was frivolous or brought for an improper purpose or in bad faith. The arbitrator shall have the authority under Federal Rule of Civil Procedure 11 to issue sanctions against any party and counsel as a court would. In addition, the provisions of Federal Rule of Civil Procedure 68 shall apply and be enforced by the arbitrator. Notwithstanding anything to the contrary, Pitney Bowes will pay all fees and costs that we are required by law to pay.

BECAUSE THE PRODUCTS AND SERVICES PROVIDED TO YOU BY PITNEY BOWES CONCERN INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT (“FAA”) GOVERNS THE ARBITRABILITY OF ALL DISPUTES. HOWEVER, APPLICABLE CONNECTICUT STATE OR U.S. FEDERAL LAW MAY ALSO APPLY TO THE SUBSTANCE OF ANY DISPUTES. YOU AND WE VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT YOU OR WE HAVE TO A JURY TRIAL.

3. NO CLASS ACTIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE AGREE THAT ANY AND ALL DISPUTES WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS, COLLECTIVE OR REPRESENTATIVE ACTION. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION OR ARBITRATE ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Further, unless both you and Pitney Bowes expressly agree otherwise, the arbitrator may not consolidate more than one person's claim and the arbitrator may not otherwise preside over any form of a class, consolidated, representative, collective, or private attorney general proceeding.

If a court determines that any of the prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation are unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), and all appeals from that decision have been exhausted (or the decision is otherwise final), then the parties agree that that particular claim or request for relief may proceed in court but shall be stayed pending arbitration of the remaining claims. Specifically, and notwithstanding anything to the contrary in this Section K, the arbitrator may not issue a "public injunction" and any such "public injunction," if permitted, may be awarded only by a federal or state court. If either party is permitted to seek a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any such prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive relief." In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator. If this prohibition of class, representative, or consolidated arbitration is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

4. Except as specifically provided in this Section, if any part or parts of the mandatory informal dispute resolution process, arbitration agreement, class action waiver, is/are found by a court of competent jurisdiction to be invalid or unenforceable as to your Dispute, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of this section shall continue in full force and effect. The mandatory informal dispute resolution process, arbitration agreement, and class action waiver will survive the termination of these Terms.

L. Privacy

We will use your information in accordance with our [Privacy Statement](#). By ordering any Equipment and using the Services, you acknowledge that you have reviewed and agree to the terms of the Privacy Statement.

M. Prohibitions and Exclusions of Use

You agree not to use the Services for, or make the Services available to, any third party. In addition, you agree not to use the Services to send infringing, obscene, defamatory, indecent, abusive, offensive, violent, hateful, inflammatory, threatening, objectionable, unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses or other material that is malicious or technologically harmful, or use of the Services to make unauthorized entry to any other device accessible via the Services.

For the Services and related software, you will not (i) make derivative works; (ii) license, sublicense, sell, rent, lease, lend, assign, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; (v) extract any data from the Services and use such data for any purpose other than for your use of the Services; (vi) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (vii) remove any proprietary notices from the Services or documentation; or (viii) use the Services or

documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

N. Miscellaneous.

1. **FORCE MAJEURE.** PBI shall not be liable for any delay or failure to provide the Services or the Site resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

2. **ASSIGNMENT.** You will not assign any of your rights or delegate any of your obligations under this Agreement without our prior written consent. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves you of any of your obligations under this Agreement. We may assign or subcontract our rights to any other individual or entity at our discretion.

3. **ENFORCEABILITY; WAIVER.** The failure by us to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Pitney Bowes.

4. **THIRD PARTY BENEFICIARY.** These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

5. **SEVERABILITY.** If any provision in this Agreement is found to be invalid, illegal, or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of this Agreement.

6. **SURVIVAL.** Our respective rights and obligations under Section F (Intellectual Property), Section K (Dispute Resolution), and this Section N (Miscellaneous) will survive termination of this Agreement, as will any other provisions which by their nature should survive.

7. **NOTICE.** Notices under this Agreement will be effective when we send it to the last email or physical address you gave us or any address you may later provide. We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email.

8. **CHOICE OF LAW; VENUE.** Unless expressly stated otherwise in this Agreement, all matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

9. **UPDATES TO TERMS.** We may update these Terms from time to time by notifying you of such changes by any reasonable means, including by posting revised Terms on the site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms incorporating such changes or otherwise notified you of such changes.

You agree that it is your responsibility to regularly check the site for any updated Terms. In addition, by continuing to use or access any of the Equipment or Services and/or engaging with PBI after we post any changes, you accept the updated Terms. The “Last Updated” legend above indicates when these Terms were last changed.

10. FINAL AGREEMENT. These Terms, our website [Terms of Use](#) and our [Privacy Statement](#) will be deemed the final and integrated agreement between you and us and govern our relationship in connection with any Equipment or Services.

II. Limited Warranty

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS RELATED TO EQUIPMENT PURCHASED FROM THE SITE OR PBI. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WE WARRANT THAT ALL EQUIPMENT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, AND WILL PERFORM ACCORDING TO THE USER GUIDE FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE THE EQUIPMENT IS DELIVERED TO YOU (“**WARRANTY PERIOD**”).

WE LIMIT THE DURATION AND REMEDIES OF THIS EXPRESS LIMITED WARRANTY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THE WARRANTY PERIOD.

SOME STATES DO NOT ALLOW LIMITATIONS ON AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF SUCH A STATE.

OUR RESPONSIBILITY FOR DEFECTIVE EQUIPMENT IS LIMITED TO, AT OUR ELECTION AND ONLY FOR THE DURATION OF THE WARRANTY PERIOD, EITHER PROVIDING A REPLACEMENT OR REFUNDING THE PURCHASE. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

1. WHO MAY USE THIS WARRANTY? This limited warranty extends only to the original purchaser of the Equipment from the Site. It does not extend to any subsequent or other owner or transferee of the Equipment or any transferee or other beneficiary.

2. WHAT DOES THIS WARRANTY COVER? This limited warranty applies during the Warranty Period, as defined above, to defects in materials and workmanship in Equipment purchased from PBI (“**Defective Equipment**”).

3. WHAT DOES THIS WARRANTY NOT COVER? This limited warranty does not cover any damages or defects due to (i) transportation by you or your agent; (ii) storage; (iii) improper use; (iv) failure to follow the product instructions or to perform any preventive maintenance; (v)

modifications; (vi) combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by PBI; (vii) unauthorized repair; (viii) normal wear and tear; or (ix) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

4. **WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?** With respect to any Defective Equipment during the Warranty Period, at our sole discretion, we will either replace the Defective Equipment or refund the amount paid for the Defective Equipment. In either case, we may require you to return the Equipment, in which case you will be responsible for shipping and handling fees.

5. **HOW DO YOU OBTAIN WARRANTY SERVICE?** To obtain warranty service, you must call Pitney Bowes Customer Service at (855) 327-6607 during the Warranty Period to obtain a Client Support Case number. No warranty service will be provided without a Client Support Case number.

III. ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT TERMS FOR PITNEYSHIP SUBSCRIPTION

This Section provides additional terms and conditions governing your use of the PitneyShip Subscription and your related online account (“Subscription”) and related services provided on the Site (“Services”). This Section supplements and operates in addition to Section I above, which provides terms and conditions governing use of the Site and Services generally.

A. Definitions

For the purposes of this Section:

“Carrier” means a third-party shipping vendor that you use within the Service.

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

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

“USPS” means the United States Postal Service.

B. Use of the Subscription

In order to use the Subscription, you must complete the registration process and sign-up for a Subscription. For as long as you continue to comply with the terms of this Agreement and unless and until we revoke the license in our sole discretion, we grant you a non-exclusive, non-transferable license to access and use the Subscription on a month-to-month basis for as long as you pay the required fees. We reserve all rights to the Subscription and Services not expressly granted to you in this Agreement.

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.

C. Monthly Subscription; Cancellation

You will be charged monthly at the then-current price for the Subscription as set forth when you enroll in the Subscription or in any subsequent notice of a price change. We will provide you notice of any material changes to the Subscription, including any change in price, prior to the effective date of the change to the email associated with your account. By declining to cancel the Subscription prior to the stated effective date of the change, you agree to be bound by the change in the Subscription terms.

Your Subscription will renew automatically each month at the then-current price unless you cancel. You can cancel anytime through your Subscription application or on the Site by navigating to “Plans & Subscriptions.” The cost of the Subscription does not include postage or shipping charges calculated and charged by Carriers separately.

D. Trial Period

If your Subscription offer includes a free trial period, you must cancel your subscription before the last day of the free trial period to avoid being automatically billed for the first month of the subscription. Pitney Bowes reserves the right to change or cancel this offer at any time.

E. Suspension; Termination

PBI may suspend or terminate your use of the Subscription at any time in its sole discretion, including but not limited to for violation of these Terms. Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, and (ii) you must immediately stop using the Service. In most cases of suspension or termination, your access to the Services will continue through the current billing period (the “Billing Period”) for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You will not be entitled to a refund under such circumstances.

Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

F. Changes

We may change the Services and any features from time to time in our sole discretion. If such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the email address associated with your account. By continuing to use the Services after any such changes, you agree to be bound

by such changes. If you do not wish to agree to the new terms or the new fees, you must cancel your Subscription as set forth above.

G. Account and Password

By registering for the Services, you will be prompted to create an account, and to create certain passwords and provide other information to enable you to use the Services. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to or use of your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We are not responsible for any losses due to stolen or hacked passwords.

You are liable for all liability that may arise from your failure to provide true, accurate, current and complete information and to maintain and promptly update your account information. If you provide any information that is, or we have reasonable grounds to suspect is, untrue, inaccurate, misleading, not current or incomplete, we may suspend or terminate or refuse any and all current or future use of the Service(s), or any portion thereof.

H. Account Ownership

We do not arbitrate disputes over who owns an account. You agree that you will not request access to or information about an account that is not lawfully yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

I. Fees; Payment Terms

In addition to the monthly Subscription charge discussed above, you agree to pay fees for the use of the Services which are posted on the Sites or described in the Order, and which may be changed from time to time. These fees generally do not cover: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; and (ii) charges for any services not contemplated by this Agreement.

J. Payment Method; Postage and Carrier Fees

You give us permission to automatically charge your provided payment method for the cost of your Subscription at the beginning of each Billing Period. We may receive updated billing information from your credit card company and you agree that we will continue to charge your account on file until you cancel your Subscription. You agree that you must continue to maintain on file a valid credit or debit card to maintain a Subscription and use the Services.

In addition to the cost of the Subscription, PBI may also charge postage or shipping charges on behalf of Carriers ("Shipping Charges"). Some charges for the sending of parcels may be billed directly by the Carrier.

For all Shipping Charges, we will charge your credit card or other payment method associated with your account when you authorize the transaction. Pitney Bowes may terminate the Service at any time in its sole discretion, if any charge to your credit card on file with Pitney Bowes is declined or reversed, your credit card expires and you have not provided Pitney Bowes with a valid replacement credit card, or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you fully liable to Pitney Bowes for all charges accrued before termination and for all costs incurred by Pitney Bowes in collecting such amounts.

K. Personal Information and Privacy

As noted above, we will use your information in accordance with our [Privacy Statement](#). Additionally, your use of the Subscription may involve submitting additional information to the Carriers. Each Carrier has its own privacy policy and their use of your information is subject to their respective privacy policies.

1. USPS Privacy Act Statement.

Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

2. Collection of Information.

You authorize us to access and download information from your PitneyShip account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

L. Product Support

As part of your access to the Services, we will provide you with the following product support for the Subscription:

1. SELF HELP. 24/7 access to web self-help and user and support articles.

2. TECHNICAL SUPPORT. We provide technical support via online chat ("Product Support") unless otherwise specified. When submitting an issue, you will be requested to provide sufficient detail for us to reproduce the problem.

- a. Chat Support. Contact us within the Services product if applicable or at <https://www.pitneybowes.com/us/support/contact-us.html>.
- b. Any issue escalated to us for technical support must be related to Services provided by us (and not to your operating environment or other hardware or software).

M. Prohibited Actions

You shall not transmit to Pitney Bowes or upload to the Services any Harmful Code or use or misappropriate the data on the Services for your own commercial gain. "Harmful Code" shall mean any software (sometimes referred to as "viruses," "worms," "trojan horses," "time bombs," "time locks," "drop dead devices," "traps," "access codes," "cancelbots" or "trap door devices") that: (a) is intentionally designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, (b) would enable an unauthorized person to cause such result, or (c) would enable an unauthorized person to access another person's information without such other person's knowledge and permission.

You may not use another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without Pitney Bowes's prior written permission.

You will only use the Services for your own internal and personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. You will ensure that the information you supply to us in connection with purchasing postage or otherwise ordering Carrier services is complete and accurate. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that violates the law. You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

You may not use your Pitney Bowes-issued User ID or password for any unauthorized purpose.

You may not use the Services, or any corresponding software for shipment of goods or items, or other activities that:

1. violate any law, statute, ordinance or regulation, including applicable export control laws, relating to sales of (i) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (ii) drug paraphernalia, (iii) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (iv) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (v) items that are considered obscene, (vi) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (vii) certain sexually oriented materials or services, or (viii) ammunition, firearms, or certain firearm parts or accessories, or (ix) certain weapons or knives regulated under applicable law;
2. relate to transactions that (i) display the personal information of third parties in violation of applicable law, (ii) support or relate to pyramid or Ponzi schemes, matrix programs, or other multi-level marketing programs, (iii) are associated with purchases of real property, annuities or

lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (iv) are for the sale of certain items before the seller has control or possession of the item, (v) is by payment processors to collect payments on behalf of merchants, (vi), are associated with the sale of traveler's checks or money orders, currency exchanges or check cashing, or (vii) provide certain credit repair or debt settlement services;

3. involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent;

4. violate applicable laws or industry regulations regarding the sale of (i) tobacco products, or (ii) prescription drugs and devices;

5. involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval and the operator and its customers are located exclusively in jurisdictions where such activities are permitted by law; or

6. Constitute a breach or otherwise conflict with any terms, conditions or policies of any Carrier.

N. User Contents

Between the parties, any content posted, uploaded, shared, stored, or otherwise provided through the Services by you is considered "User Content." You hereby grant Pitney Bowes a limited, royalty-free, perpetual, irrevocable, and worldwide license to translate, modify, and reproduce and otherwise act with respect to such User Content, to enable us to provide and operate the Services. You further acknowledge and agree that in performing the required technical steps to provide the Services, Pitney Bowes retains the necessary rights to make changes to your User Content to conform and adapt User Content to the technical requirements of connection networks, devices, services, or media, and the foregoing license grant includes the rights for Pitney Bowes to execute such requirements. You are responsible for all User Content submitted through the Services, and you represent and warrant to Pitney Bowes that you have all rights necessary to do so.

O. Service Availability; Disclaimers

YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY,

RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT WE WILL CORRECT ALL ERRORS OR DEFICIENCIES, OR THAT THE SERVICES AND THE CONTENT ON THE SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS

P. Carrier Requirements

As part of the Service, Pitney Bowes partners with Carriers that enable you to print shipping labels, and these Carriers are responsible for shipping your items. As part of your use of the Service, you must comply with the requirements of those Carriers. Each Carrier is solely responsible for its services.

If you use the Service for shipping with the USPS, 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. Rates are subject to change at any time.

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>.

Q. USPS Regulations

The PitneyShip subscription service is a PC Postage product approved and regulated by the USPS. If you use the Service to print postage or send parcels, letters, and flats ("Packages") with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; (e) offer, sell or allow the use of the shipping rates that we offer to you under this agreement to or by any other party, or (f) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an

example of a violation of these statutes. The USPS has granted to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of such Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so. You agree that you will not offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party.

HAZMAT Requirement. You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 34197), as well as replacement or supplemental regulations, and you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.

IV. PitneyShip™ Delivery Assurance Terms

From time to time in its sole discretion, Pitney Bowes may offer customers the ability to purchase PitneyShip Delivery Assurance for eligible United States Postal Service (“USPS”) Priority Mail packages and envelopes (“Parcels”) processed through PitneyShip (“Delivery Assurance”). Delivery Assurance is a Pitney Bowes product and is not offered by USPS. By utilizing Delivery Assurance, you agree to these terms and conditions.

A. Not Insurance

Delivery Assurance is not an insurance product and does not cover the value of your Parcel, nor does it provide protection if your Parcel is lost or stolen. Through Delivery Assurance, you may be eligible to request a reimbursement for the amount you paid to Pitney Bowes for the USPS Priority Mail label (not including special services) for eligible Parcels as set forth below.

B. Availability

Delivery Assurance is available for select eligible USPS Priority Mail Parcels as identified to you within your solution when you purchase your shipping label. Delivery Assurance is not available for all packages and is offered in Pitney Bowes’ sole discretion. Delivery Assurance entitles you to request a reimbursement from Pitney Bowes pursuant to these Terms if your Parcel is not delivered within the Delivery Assurance timeframe specified in your solution.

C. Parcel Requirements

You must ensure that the Parcels are properly packaged and meet the acceptance requirements of USPS for Priority Mail shipments, including any maximum size and weight limits, and content restrictions. Inclusion of hazardous materials, restricted matter, or perishable matter must be in accordance with USPS Publication 52 – Hazardous, Restricted, and Perishable Mail, available at <https://pe.usps.com/text/pub52/welcome.htm>, and all federal and state laws relating to the transportation of such content. You must use a Pitney Bowes compliant shipping label generated by your solution. Failure to comply with any of these requirements will void your Delivery Assurance coverage.

D. Timing of Claim and Claims Process

The Delivery Assurance timeframe specified in your solution is measured, based on days that USPS delivers, from the date of the first USPS scan to the date of the first recorded delivery attempt (including but not limited to actual delivery, notice left, unable to deliver, or left with agent scans), except if the first USPS scan is after 6:00 pm local time or if it is a peak delivery time as defined below. If the first USPS scan is after 6:00 pm local time or if it is a peak delivery time, defined as the period from Thanksgiving day until the day after Christmas, then we will add one day to the timeframe described in the previous sentence.

If the Parcel is not delivered within the 2 or 3 day period specified in your solution, then, we will, upon your request and subject to the conditions herein, credit your account for the amount you paid for the USPS Priority Mail label for that Parcel, not including any special services, such as Certified Mail.

You must notify us of an eligible claim for late or failed delivery through the claims link in your solution within 14 days of the delivery date or end date. You can submit an eligible claim by navigating to the relevant shipment in the History tab of your solution.

Within 60 days after you notify us, we will either:

- Provide you with a refund as a credit to the pre-paid postage account used for the related Delivery Assurance Parcel shipment label. The credit will be in the amount you paid for the USPS Priority Mail label for that Parcel, provided, however, we will not reimburse for the cost of special services, such as Certified Mail; or
- Provide you with a reason why the Parcel is not eligible for a reimbursement under Delivery Assurance, for example that the delivery was on time.

E. Limitations and Exclusions

Delivery Assurance does not offer protection for lost or stolen packages. If your package is lost or stolen, then your sole and exclusive remedy is to contact USPS related to your lost or stolen package.

Delivery Assurance will not apply where late delivery or failure to deliver is due to causes outside of our or the USPS's reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

Pitney Bowes' liability is limited to the amount you paid for the USPS Priority Mail label for the Parcel (excluding the cost of any special services) that is being claimed for late or non-delivery. We disclaim any other liability, whether direct or indirect, and we are not responsible for the value of the contents of your parcel.

We reserve the right to refuse to issue a credit to your account if the claim is made by, or based on information obtained by, any party other than you, such as an auditor or 3rd-party service provider. Delivery Assurance is not available for any Parcels shipped to or from locations outside of the 48 contiguous states or APO, DPO or FPO ZIP codes.

F. Other Terms

Pitney Bowes may elect to terminate this feature at any time.

Parcels will be delivered to the recipient address provided by you but not necessarily to the recipient personally. Shipments to addresses with a central receiving area will be delivered to that area. You authorize USPS to leave Parcels without signature at the recipient's address where the USPS deems safe, or alternatively with the recipient's neighbor, in either case at the discretion of the USPS, and delivery will be deemed to have been satisfied.