



PHONE LIST RENTAL TERMS AND CONDITIONS

IF THE CUSTOMER HAS REQUESTED TO RECEIVE A CANADA COMPLETE PHONE LIST AS PART OF THIS AGREEMENT, THEN THESE **ADDITIONAL** TERMS AND CONDITIONS APPLY.

1.0 LICENSE AND LIMITS ON LIST USE. Canada Post hereby grants the Customer a limited, non-exclusive, non-transferable license to use the Canada Complete phone list(s) identified in this agreement (the "Phone Lists"). The Customer understands and agrees that:

- (a) The Phone Lists are licensed to the Customer for the sole and exclusive purpose of the Customer conducting follow-ups to its direct mailings as outlined in this agreement;
- (b) The Customer may use the Phone Lists itself, or via a third party telemarketer that has both (a) been identified in this agreement, and (b) has signed the *Canada Complete Telemarketing Firm License Agreement* with Canada Post ("Telemarketer");
- (c) ~~At~~ The customer must follow up with telephone numbers within 90 days of receiving the mail file.
- (d) The Phone Lists may be seeded to ensure compliance with this agreement;
- (e) The Customer will not use the Phone Lists to create any derivative files;
- (f) The Customer will not disclose any Phone Lists to a third party;
- (g) The Customer will not use or copy the Phone Lists except as required for the purpose contemplated in this section; The Customer will only perform merge, purge, and suppression activities for the purposes permitted in this section;
- (h) The Customer must have a valid subscription to the National Do Not Call List ("DNCL"), including a valid subscription account number ("SAN"), registration access number ("RAN"), and download key for DNCL; required
- (i) The Customer may only use the Phone Lists via a Telemarketer that has the registration, subscription, and ability to access the DNCL as required by the DNCL rules.;
- (j) Immediately following the completion of the follow-ups, the Customer will cease to use the Phone Lists licensed to it pursuant to this agreement. Within 3 days of the date of completion of the follow ups, the Customer will destroy the Phone Lists and any copies its possession or control licensed pursuant to this agreement. The Customer will certify the destruction of the Phone Lists and any copies upon request by Canada Post.

- (k) Monetary damages may not be a sufficient remedy for any breach of this section by the Customer, and the Customer agrees that Canada Post will be entitled to interim and permanent equitable relief, including injunction and specific performance, as remedies for any breach. These remedies will not be deemed to be the exclusive remedies for any breach but will be in addition to all other remedies available at law or in equity.

2.0 PROVISION OF LISTS. Canada Post will, pursuant to this agreement, either deliver a copy of the Phone Lists to (a) the Customer or (b) the Telemarketer for use in relation to conducting follow-ups on the Customer's direct mailings.

3.0 TELEMARKETING RULES AND DO NOT CALL COMPLIANCE. The Customer agrees and warrants that the Phone Lists will be used only in strict compliance with all applicable law, rules, regulations, and ordinances, including those concerning privacy, telephone solicitation, telemarketing, and direct marketing. The Customer acknowledges that it is its sole responsibility to determine the applicability of any such law, rules, regulations, and ordinances and it will comply with all such applicable law, rules, regulations, and ordinances.

Without limiting the generality of the foregoing, it is understood that the Customer will be using data that may include the names and phone numbers of persons who appear on one or more do-not-contact lists maintained by the Canadian government, one or more Canadian provinces, or other governmental entities. The Customer acknowledges and agrees that it is its sole responsibility to determine the identity of any person whose name and/or phone number are listed or registered on the DNCL, and the Customer agrees and warrants Phone Lists will be used only in strict compliance with all applicable federal, provincial, and local laws, rules, regulations, and ordinances concerning persons whose name and/or phone number are listed or registered on the DNCL.

4.0 PROPRIETARY RIGHTS. Phone Lists are the property of Canada Post and/or its licensors and remain at all times the exclusive property of Canada Post and/or its licensors. The Customer will, at the request of Canada Post, sign all

documents as may be required to ensure that ownership of Phone Lists remains with Canada Post and/or its licensors.

5.0 DNCL SUPPRESSION SERVICES BY CANADA POST.

In the event the Customer requests Phone Lists suppression services as part of this agreement and provides Canada Post with the Customer’s SAN, RAN and download key for the DNCL, the Customer hereby grants Canada Post a non-exclusive, limited license to access the DNCL on behalf of the Customer to perform the suppression services on behalf of the Customer. The Customer represents that it has the required authority to grant Canada Post such license. Upon completion of the suppression services, Canada Post will destroy all DNCL-related information obtained from the Customer to perform the suppression services on behalf of the Customer.

6.0 SECURITY AND CONFIDENTIALITY.

The Customer will store the Phone Lists in a secure and segregated location, separate from all other data assets in its possession. The Customer will take adequate security measures to prevent the unauthorized duplication, distribution, or use of the Phone Lists and to preserve the confidentiality of same. The Customer will only allow access to the Phone Lists to those of its employees and agents who have a need for such access in order to carry out the activities contemplated in section 1.0. The Customer will provide a list of locations, employees, and agents who have access to Phone Lists upon request by Canada Post.

7.0 FEE.

Any fee charged to the Customer by the Telemarketer is separate and apart from this agreement and is the sole responsibility of the Customer and the Telemarketer. Any DNCL fees, including DNCL subscription fees, charged to the Customer and/or the Telemarketer are separate and apart from this agreement and are the sole responsibility of the Customer, the Telemarketer and the DNCL operator.

8.0 LIABILITY.

Canada Post is providing the Phone Lists and suppression services on an “as is” basis, and makes no representations or warranties about them. The fees set out in this agreement reflect the “as is” nature of the Phone Lists and suppression services. The Customer will indemnify and hold Canada Post harmless from any and all claims, damages, losses, or expenses (including lawyer’s fees) which Canada Post may occur as a result of the use of the Phone Lists by the Customer or the Telemarketer in violation of this agreement. For greater certainty, Canada Post will not be liable to the Customer for consumer complaints regarding unwanted phone calls.

9.0 TERMINATION. The license granted in section 1.0 is terminated upon any breach of this agreement by the Customer becoming known to Canada Post. Canada Post may terminate the license on 30 days’ written notice to the Customer. Upon termination of the license, the Customer will immediately cease to use, and will have no further rights to use, the Lists.

Please initial here that you have read and understood these terms and conditions_____