Data Management Services
Terms and Conditions

1. Licence

Customer acknowledges that all proprietary rights in and to Data Management Services ("Services") and Service Reports (the summary report generated by the Services) not specifically granted herein remain with Canada Post at all times.

Except to prepare a mailing or for Customer's own internal business intelligence purposes, Customer may not: make copies of any Service Report or Statement of Accuracy (a statement of the percentage of correct addresses contained in the Service Report as compared to the then current Point of Call Address Database); use any element of a Service Report or Statement of Accuracy to create a derivative file; modify any Service Report or Statement of Accuracy.

The Customer grants Canada Post a non-exclusive, limited license to use any files it provides to Canada Post to carry out the Services and to produce a Service Report. The Customer represents that the Customer and/or its third party licensors own the content of all files it provides and has all required authority to grant Canada Post such license. Service Reports can only be created using files with a minimum of 100 address entries. **The Customer may not use the Services in relation to address files that it does not fully own or have the authority to license.**

2. Payment

Customer shall pay Canada Post the service fees plus all applicable taxes within 15 days of the date of the invoice. Unless otherwise stated, service fees are quoted in Canadian Dollars. Service fees are subject to change without notice.

3. Accounts

The Customer is responsible for maintaining the security and confidentiality of its Service account credentials. The Customer is solely responsible for all activities that occur via the use of its Service account credentials. Canada Post will not be responsible for any loss or damage arising from unauthorized use of the Customer's account. The Customer agrees to immediately notify Canada Post upon becoming aware of any unauthorized use of its account.

4. Non-Exclusivity

Services are offered on a non-exclusive basis.

5. Termination

Canada Post may immediately terminate at any time and for any reason Customer's access to the Services. Customer may terminate this agreement for any reason at any time by writing to Canada Post at data.solutionscentre@canadapost.ca and requesting that its account be closed. Sections 2 and 7 (Data Management Service Agreement), Disclaimers, Liability, Indemnity (Terms of Use) will survive this Agreement. Upon termination of the Service, Canada Post shall within (30) days destroy all copies of the Customer's address files.

6. Privacy

The provisions of the Canada Post Privacy Policy apply to this agreement.

7. Confidentiality

Subject to the exceptions stated below, neither party will (a) use information disclosed to it by the other party other than for the performance of this agreement, including without limitation address files; or (b) disclose that information without the other party's express written consent.

Section 7 does not apply to information:

a) in the public domain;

b) that the receiving party has developed independently without reference to the disclosing party's information;

c) that at the time of disclosure the receiving party already possesses without any restrictions in use or disclosure; or

d) the receiving party receives from a third party without any restrictions on use or disclosure.

Canada Post will within (30) days of delivery of the Customer's address files destroy all copies of the address files.

8. No Warranty

The Services and Service Reports are provided "as is" and Canada Post makes no representations or warranties, express or implied, with respect thereto, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

9. Limitation of Liability

Subject to applicable law, in no event will Canada Post be liable for any direct, indirect, consequential, incidental, special or exemplary damages of any kind, including any loss of use, loss of business profits, business interruption, lost data, property damage, personal injury or any other damages whatsoever, even if Canada Post is expressly advised of the possibility of such damages, resulting from, arising out of or relating in any way with this Agreement whether the action is in contract, tort (including negligence and or/gross negligence) or otherwise. .

10. Indemnity

To the maximum extent permitted by applicable law, the Customer will defend, indemnify and hold harmless Canada Post from and against all claims, demands, losses, fines, expenses (including all legal fees and costs) or any other type of liability (collectively. "Claims") Canada Post suffers or incurs as a result of the Customer's breach of this Agreement. Canada Post reserves the right, in its sole discretion, to assume the exclusive defence and control of any matter otherwise subject to indemnification. Even if Canada Post assumes the defence of a Claim, the Customer will remain responsible for the payment of the Claim and the Customer will cooperate as fully and as reasonable required in the defence of the Claim.

11. Legal Compliance

The Customer shall comply with all applicable laws, regarding its use of the Services and Service Reports.

12. No Agency

Customer and Canada Post are independent contractors.

13. Schedules

Schedules A is part of this Agreement. The Customer must agree to sign Schedule A if the Customer is providing any personal and private consumer information (files with consumer or business names). Before requesting any Service Report using National Change of Address data the Customer must agree to the terms and condition on www.canadapost.ca/moverdata and must be agreed to by the Customer every 12 months during the term of this agreement.

14. General

This Agreement shall be governed in all respects by the laws of the Province of Ontario and the federal laws of Canada applicable therein. If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Canada Post's failure to act with respect to a breach by the Customer does not waive Canada Post's right to act with respect to subsequent or similar breaches.

15. Counterparts

This Agreement may be executed in any number of counterparts, and or by facsimile or e-mail transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any party executing this agreement by fax or Adobe Acrobat file shall, immediately following a request by any other party, provide an originally executed counterpart of this agreement.