



iPostal1 Canada Inc. Terms of Service

These Terms of Service are effective as of July 12, 2026.

PLEASE READ THESE TERMS OF SERVICE ("TERMS") CAREFULLY BEFORE USING THE IPOSTAL1 PLATFORM.

These Terms represent a binding agreement between you ("**You**" or "**Your**") and iPostal1 Canada Inc. (including its subsidiaries and affiliates, collectively, "**iPostal1**", and together with You, the "**Parties**" and each a "**Party**") with respect to Your access to and use of iPostal1's digital mailbox solutions platform and related Services (as defined in Article 1), whether accessed via an iPostal1 website at <https://ipostal1.com/>, <https://ipostal1.ca>, or <https://ca.ipostal1.com>, or via the iPostal1 mobile application, including its components, Platform Content (as defined in Article 13), and all enhancements, updates, versions and modifications thereto (collectively, the "**iPostal1 Platform**"). You acknowledge that iPostal1, its contractors and its licensors (and not Apple Inc. ("**Apple**"), Google Inc. ("**Google**") or any other third-party) are responsible for the iPostal1 Platform.

Your use of the iPostal1 Platform may also be subject to, if You have downloaded the iPostal1 Platform from the Apple Inc. store, Google Inc. store or any other third-party application store (each a "**Third-Party App Store**"), the applicable application store rules and policies (the "**App Store Rules**"). The App Store Rules will apply, to the extent applicable, where there are differences between the App Store Rules and these Terms.

By checking the "*I agree*" box, and/or downloading, installing, accessing or otherwise using the iPostal1 Platform in any manner, You: (a) indicate Your acceptance of and agreement to be legally bound by these Terms; (b) agree to comply with any applicable Third-Party App Store terms and conditions (including any App Store Rules) in connection with Your use of the iPostal1 Platform; and (c) if applicable, consent to the installation of the iPostal1 Platform and all related components and software on Your mobile or other compatible device ("**Device**").

If You access the Services in Your personal capacity, You shall be the "Customer" and are personally bound by these Terms. If You access the Services in Your capacity as an employee or representative of a Business as defined herein below, You warrant that You have authority to bind that Business to these Terms and that by accessing the Services, the Business is bound to these Terms.

WHERE APPLICABLE TO YOU, NOTHING IN THESE TERMS AFFECTS YOUR STATUTORY RIGHTS AS A CONSUMER UNDER APPLICABLE CANADIAN LAW, INCLUDING UNDER PROVINCIAL CONSUMER PROTECTION LEGISLATION. FOR INFORMATION ON YOUR RIGHTS AS A CANADIAN CONSUMER, PLEASE VISIT: [HTTPS://COMPETITION.CA/CONSUMER-INFORMATION](https://competition.ca/consumer-information).

IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT PERMITTED TO USE THE IPOSTAL1 PLATFORM.

1. Definitions

The following definitions apply in these Terms:

"Agreement" means the agreement between iPostal1 and You for the provision of the iPostal1 Platform and the purchase and sale of the Services as governed by these Terms;

"Consumer Protection Act" means the *Consumer Protection Act, 2002, S.O. 2002, c. 30, Sched. A* (Ontario), and equivalent consumer protection legislation in other applicable Canadian provinces and territories, including the *Consumer Protection Act* (British Columbia), *Consumer Protection Act* (Alberta), *Loi sur la protection du consommateur*, RLRQ c P-40.1 (Québec), and the *Consumer Protection and Business Practices Act, S.N.S. 2023, c. 5* (Nova Scotia), as amended or replaced from time to time;

"CAD" means Canadian dollars;

"Business" means an entity, company, partnership, trust or other body corporate;

"Business Day" means a day other than a Saturday, Sunday or public holiday in the province or territory in which the applicable iPostal1's office is located;

"Channel Operator" means a person or entity that operates an independently-owned Mail Centre;

"Consumer" has the meaning given to that term in Canada under the *Consumer Protection Act* applicable in Your province or territory (as defined in the definition of "Consumer Protection Act" above);

"Consumer Guarantees" means the Consumer guarantees applicable under the *Consumer Protection Act* applicable in Your province or territory (as defined above)

"Data Protection Legislation" means all applicable laws and regulations related to the processing of personal information, including *Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 ("PIPEDA")*, or where applicable, substantially similar provincial privacy legislation including the *Act respecting the protection of personal information in the private sector*, RLRQ c P-39.1 (Québec) ("**Law 25**") and the *Personal Information Protection Act, S.B.C. 2003, c. 63* (British Columbia) and *S.A. 2003, c. P-6.5* (Alberta), and any successor legislation including the *Consumer Privacy Protection Act* (Canada) upon proclamation, as amended or replaced from time to time;

"Fees" means the fees payable by You to iPostal1 for the Services as set out in Your Subscription Plan or, in respect of each Additional Service, as set out on the iPostal1 Platform at the time of Your request for the relevant Additional Service;

"GST / HST / QST / PST" has the meaning given to those terms in the *Excise Tax Act, R.S.C. 1985, c. E-15*, or otherwise under applicable equivalent provincial or territorial legislation, as amended or replaced from time to time ;

“Included Storage Period” means the Mail storage period as set out in Your Subscription Plan;

“Intellectual Property Rights” means patents, rights in inventions, copyright, trade marks, business names and domain names, rights in get-up and trade dress, goodwill, rights in designs, database rights, rights to use and protect confidential information (including know-how and trade secrets), and all other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of such rights, and all similar or equivalent rights existing now or in the future in any part of the world;

“iPostal1 Platform” means the digital mailbox solutions platform, including all enhancements and modifications, that provides a digital layer for accessing and managing services at a physical Mail Centre;

“Mail” means any letter mail and/or packages, including registered, insured, certified, and restricted mail, but excluding collect on delivery mail;

“Mail Centre / MC” means a physical mail centre in Canada (available to select on the iPostal1 Platform) from which certain of the Services will be provided to the Customer;

“Processing” means all Mail processing services, including receiving, opening, sorting, scanning, filing, storing, uploading, shredding and forwarding Mail, requested by you and performed by Your Channel Operator or iPostal1, as applicable, with the terms **“Process”** and **“Processed”** to be construed accordingly;

“Registration” means the process of creating an Account on the iPostal1 Platform;

“Services” means the mailbox services provided by Your Channel Operator or the digital mailbox services performed by iPostal1, as applicable, via the iPostal1 Platform;

“Subscription Plan” means a monthly or annual subscription plan as set out on the iPostal1 Platform;

“User” means, where the Customer is a Business, any employee or representative of such Customer that is given permission to use the Customer's Account;

“Your Channel Operator” means the Channel Operator You select during Registration pursuant to Article 3, and any subsequent or replacement Channel Operator You select; and

“Your MC” means the Mail Centre You select during Registration pursuant to Article 3, and any subsequent or replacement Mail Centre You select.

2. Modifications

iPostal1 may, in its sole discretion and for any reason, modify, supplement or amend these Terms from time to time. iPostal1 will, when required by applicable law, notify You at least thirty (30) days in advance of such change via the contact information associated with Your Account. If You do not agree to, or cannot comply with, any future changes to these Terms, You must terminate Your

Account and immediately stop using the iPostal1 Platform. Any such termination will be without cost or penalty to You. Your continued access to and/or use of the iPostal1 Platform after any such change signifies Your acceptance of, and agreement to be bound by, the revised Terms. Notwithstanding the foregoing, iPostal1 may change, modify, suspend or discontinue any aspect of the Services at any time without notice or liability to You, other than as required by applicable law.

3. Account Registration

To access or utilize certain aspects of the iPostal1 Platform, You are required to create and maintain an account on the iPostal1 Platform ("**Account**"), which may be a "personal" Account, which is solely intended for use by an individual in their individual capacity, or a "Business" Account, which is solely intended for use by a Business. If a "personal" Account is used to send or receive Business Mail, such mail may be returned to the sender. In this case, the account holder must upgrade to a "Business" Account. Each Business is permitted to maintain only one (1) "Business" Account. Failure to upgrade or comply with these requirements may result in account suspension, deactivation, or other actions at iPostal1's discretion.

To open an Account, You must: (a) select a subscription plan, as set out on the iPostal1 Platform ("**Subscription Plan**"); (b) select a physical MC; (c) provide certain personal information and select a username and password; (d) provide certain personal information, all of which is subject to the Privacy Policy (as defined in Article 14); and (e) provide payment details and pay the applicable subscription fee, as set out on the iPostal1 Platform (collectively, "**Registration**"). You must provide accurate and complete information when creating Your Account and promptly notify iPostal1 of any change to such information. iPostal1 may contact You to verify Your Registration information and You shall respond to any such inquiry within three (3) Business Days. iPostal1 is not under any obligation to verify the actual identity or authority of the user of any Account username or password. iPostal1 reserves the right to suspend or terminate Your Account if You, intentionally or otherwise, provide inaccurate or incomplete information or fail to comply with the Registration requirements.

Mail acceptance at your MC and subsequent Services are contingent upon completing an identity verification process and providing valid and current identification documents for "Know Your Customer" ("**KYC**") and anti-money laundering purposes under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, as applicable. You must provide accurate and complete information when creating Your Account and completing your KYC verification, and promptly notify iPostal1 of any change to such information. iPostal1 may contact You to verify Your Registration and KYC information and You shall respond to any such inquiry within three (3) Business Days. iPostal1 is not under any obligation to verify the actual identity or authority of the user of any Account username or password. iPostal1 reserves the right to suspend or terminate Your Account if You, intentionally or otherwise, provide inaccurate or incomplete information or fail to comply with the Registration requirements.

When you request Your Channel Operator to perform Services, you are contracting with Your Channel Operator to perform such Services in the iPostal1 Platform. To the fullest extent permitted by applicable law, iPostal1 shall have no liability for any liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs and expenses (including reasonable legal and advisory fees) of whatever kind or nature (collectively, "**Claims**") related to or arising out of any acts or omissions of

Your Channel Operator or any other Channel Operator in connection with the Services (as defined in Article 1).

When Registration is complete, You will receive the mailing address associated with Your private digital mailbox at Your MC ("**Your Address**") and You may access Your Account via the iPostal1 Platform. You acknowledge that in addition to the KYC requirements noted above, You may not have delivered, received, nor forwarded any Mail (as defined below) to Your Address prior to completing such steps as may be required by the applicable carrier or competent regulatory authority. Any Mail otherwise received at Your Address during this time shall be returned to the applicable carrier with a return to sender notice, such as: "Undeliverable, Commercial Mail Receiving Agency, No Authorization to Receive Mail for this Addressee".

You acknowledge that iPostal1 works alongside Your MC from time to time in order to provide the Services and that any information provided by You may be shared by iPostal1 with Your MC for the purpose of providing the Services. Mail arriving at Your MC must be addressed to You in Your legal name, nickname (as identified by You in Your Account), or Business name, otherwise such Mail may be returned to the appropriate delivery service as undeliverable and marked returned to sender.

Your Account may be accessed only by use of Your username and password. You are solely responsible and liable for any use and/or misuse of Your username and password and for all activities that occur under them. For security reasons, You must keep Your username, password and Account number confidential and not disclose them to any person or permit any other person to use them.. iPostal1 recommends that You choose a password that is unique to You and not easily guessed by others. You should change Your password on a regular basis, and You should log out at the end of each session. iPostal1 reserves the right to require You to change Your username and/or password.

YOU MUST IMMEDIATELY NOTIFY IPOSTAL1 OF ANY UNAUTHORISED DISCLOSURE OR USE OF YOUR USERNAME, PASSWORD OR ACCOUNT NUMBER, OR IF YOU KNOW OR SUSPECT THAT YOUR USERNAME, PASSWORD OR ACCOUNT NUMBER HAS BEEN LOST, STOLEN, OR BEEN OTHERWISE COMPROMISED.

3.1 Enterprise Accounts

Where an Account is opened by or on behalf of a Business or other legal entity that requires multiple Users to be managed under a single account (an "**Enterprise Client**" and "**Enterprise Account**", respectively), the following additional terms apply:

- (a) The Enterprise Client shall appoint one or more duly authorised enterprise administrators (each, an "**Enterprise Administrator**") to manage the Enterprise Account, subject to iPostal1's approval (which may be withheld at iPostal1's discretion) and any additional fees that may apply.
- (b) The Enterprise Client is responsible for all acts and omissions of each Enterprise Administrator and all Users of the Enterprise Account, as if they were the acts or omissions of the Enterprise Client itself.
- (c) Enterprise Accounts may include specific feature sets, pricing arrangements and additional terms, which may be customised to meet an Enterprise Client's unique

requirements as agreed in writing with iPostal1. To the extent of any inconsistency between any such agreed Enterprise Account terms and these Terms, the Enterprise Account terms shall prevail.

If You subscribe to the iPostal1 Platform via any one of iPostal1's authorised resellers or white-label distribution partners (each, a "**Reseller**"), You shall pay Your service Fees to such Reseller and be bound by that Reseller's terms of service as well as by these Terms, where applicable. Under no circumstances shall iPostal1's liability to You exceed the limits set out in Article 18 of these Terms, regardless of the terms prescribed by any Reseller, unless iPostal1 has given its explicit prior written consent to any greater liability.

4. iPostal1 Platform Functionality and Services

The iPostal1 Platform is a digital mailbox service that adds a digital layer of access and services to a traditional private mailbox located at a physical Mail Centre. iPostal1 provides the iPostal1 Platform to enable:

- iPostal1 and Channel Operators to provide You with:
 - a virtual address;
 - remote Processing services regarding Your Mail;
 - scheduled in-store Mail pick-up options;
 - storage of Mail for up to: (a) thirty (30) days for Mail under 28,317cm³; (b) ten (10) days for Mail between 28,317cm³ and 80,215cm³; and (c) five (5) days for Mail larger than 80,215cm³ (collectively, the "**Included Storage Period**");
 - Additional Services; and
 - such other services as may be set out in Your Subscription Plan;
- You, iPostal1 and Channel Operators to communicate regarding the Services;
- You to view and access Your Mail electronically, and track Processing, including the ability to set up Mail arrival notifications; and
- You to pay iPostal1 for Your access to and use of the iPostal1 Platform and the Services.

In addition to the Services, You may request, via the iPostal1 Platform, additional fee-based services that are available on the iPostal1 Platform from time to time (each, an "**Additional Service**"), such as the provision of a registered office address or business address. A description of, and the Fees applicable to, each Additional Service will be set out on the iPostal1 Platform. You acknowledge that: (a) Additional Services are offered at the discretion of iPostal1 and may be removed from the iPostal1 Platform or otherwise ceased at any time; and (b) the Fees for such Additional Services must be paid in advance. All Additional Services carried out shall be considered part of the "**Services**" for the purposes of these Terms.

5. Channel Operators

You acknowledge that iPostal1 works alongside Channel Operators from time to time in order to provide the Services and that any information provided by You may be shared by iPostal1 with the relevant Channel Operator for the purpose of providing the Services.

You acknowledge and agree that Channel Operators control the ownership rights and licensing of their respective Mail Centre addresses and are solely responsible for the operation of such Mail Centres. Where a Mail Centre is operated by a Channel Operator, iPostal1 does not take part in any physical Mail Processing whatsoever at that Mail Centre, nor does it have any control over, and shall have no liability to You in respect of, any activities at such Mail Centre pertaining to Your Account, including, without limitation, the delivery and distribution of Your Mail, or its Processing, its assignment to a private mailbox at such Mail Centre or the uploading of electronic copies of Your Mail received at such Mail Centre to Your Account.

To the fullest extent permitted by applicable law, iPostal1 shall have no liability for Your MC nor for any liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs and expenses (including reasonable legal and advisory fees) of whatever kind or nature (collectively, **"Claims"**) related to or arising out of any acts or omissions of Your MC or any other Mail Centre in connection with the Services. For the avoidance of doubt, under no circumstances will iPostal1 be deemed to be a Mail Centre in connection with these Terms or the iPostal1 Platform unless the Services are provided through an iPostal1 company-owned business centre location (an **"IBC"**).

6. Use of Address and Mail Delivery

You acknowledge that iPostal1 makes no warranty or representation as to whether or not You can use Your Address for the purposes of registering an address with any Canadian Government agency, regulatory authority or other authority (including Corporations Canada, a provincial or territorial corporate registrar, the Canada Revenue Agency (the **"CRA"**), or any provincial business registry). You acknowledge that You are solely responsible for confirming the acceptance of Your Address for any such purpose under applicable Canadian federal and provincial law and regulations.

Unless You have selected and paid for the Additional Service known as the "Virtual Business Address Plan", as set out on the iPostal1 Platform, You may not name Your MC as Your registered office address in any manner, including using Your Address as Your Business address or registered head office address. If You have not paid for such Additional Service, You will not imply or seek to create any impression that You maintain a physical location at Your Address, including in any a manner which violates the guidelines or terms of use for a listing on Google (whether for a "Business Profile" on Google My Business or for any other service that Google offers) or on or with any other online service, directory, marketplace or tool for listing or promoting businesses. Violation of this Article 6 may be grounds to terminate Your Account and/or charge You the then-current subscription fees for the "Virtual Office Plan", as set out on the iPostal1 Platform, at iPostal1's sole discretion. The "Virtual Office Plan" may not be an Additional Service that is available in Your jurisdiction or with Your MC.

If You are a Business and not a Consumer under applicable law, You acknowledge that if You use Your Address or the street address of Your MC in any manner contrary to these Terms, such use may cause damage to iPostal1 and Your MC in an amount that is difficult to quantify. Accordingly, if You use Your Address or the street address of Your MC in any manner contrary to these Terms, then iPostal1 shall be entitled to charge You a fee of \$150.00 (CAD) per unauthorised use.

7. Express Authorizations

In connection with the provision of the Services, You hereby grant iPostal1 and the Your MC a sub-licensable and transferable authorization to:

- (a) receive and accept Your Mail, including, for clarity, any Mail that may be regarded or labelled as confidential information, personal information or personal health information;
- (b) scan the outside and all contents of Your Mail, provided, however, that You acknowledge that Your MC may, in its sole discretion, decline to scan the outside or contents of Your Mail for any reason;
- (c) determine, in its sole discretion, whether to discard, recycle and/or upload into Your Account, any unaddressed advertising mail, commonly referred to as “junk mail,” such as flyers, circulars, advertising and catalogues;
- (d) Process, open, and inspect Your Mail as appropriate in its discretion, including any Mail that may arrive damaged or suspicious; and
- (e) Otherwise provide the Services.

In addition to the above authorizations, You acknowledge and agree that the declared value of any item sent to, received at, stored by, or shipped through Your MC or the iPostal1 Platform will not exceed one hundred Canadian Dollars (CAD \$100.00), unless You disclose a higher value in writing in advance and receive prior written confirmation and consent from Your MC and iPostal1. The You MC and iPostal1's liability for any loss, damage, theft, delay, or misdelivery of such item is limited accordingly.

8. Destruction of Mail

You are solely responsible for all instructions related to the Services, along with their expenses. Neither iPostal1 nor Your MC shall be responsible for Mail that is recycled or shredded pursuant to these Terms or per Your request. Although Your MC should exercise due care while Processing Your Mail, to the fullest extent permitted by applicable law (including the *Consumer Protection Act* applicable in Your province or territory), You explicitly agree that neither iPostal1 nor Your MC shall be liable for any damage that may occur to Your Mail while performing the Services or otherwise Processing Your Mail.

You acknowledge and agree that any of Your Mail that is physically stored at Your MC, or digitally stored on the iPostal1 Platform, that You have not downloaded, requested forwarded or destroyed prior to the end of its applicable Included Storage Period, may be destroyed or deleted, and neither iPostal1 nor Your MC shall have any liability whatsoever for the continued storage and/or any destruction of such Mail.

9. Unauthorized Mail

You acknowledge that scanned copies of Your Mail, which are delivered to You via the iPostal1

Platform, may be rendered to a searchable PDF format or similar format at the exclusive discretion of iPostal1. You acknowledge that Mail may be mistakenly assigned by iPostal1 or a Channel Operator to the wrong Account in the iPostal1 Platform (“**Unauthorised Mail**”). In such cases, iPostal1 shall notify You, the proper or unintended recipient of the Mail (as applicable), and, if applicable, any relevant regulatory agencies upon discovery of such error, and shall promptly remove or delete the item from the incorrect Account.

If Unauthorised Mail appears in Your Account, You must immediately notify iPostal1. You shall not view, read, copy, print or otherwise distribute, disseminate, disclose or use the Unauthorised Mail, in whole or in part, for any purpose. You further consent to iPostal1 and the Channel Operator accessing Your Account and permanently deleting any Unauthorised Mail uploaded to Your Account.

10. Forwarding Mail

If You request Your Mail to be forwarded, applicable shipping quotes for specific carriers or delivery services will be displayed on the iPostal1 Platform from time to time. In these circumstances, You acknowledge and agree that: (i) You are purchasing Mail forwarding services from Your chosen Mail-carrying service provider; (ii) Your contract in relation to the provision of such Mail forwarding services is with Your chosen Mail-carrying service provider; and (iii) the responsibility of providing such Mail forwarding services and of the placement of Your Mail is with the selected Mail-carrying service. You further acknowledge and agree that neither iPostal1 nor any Channel Operator shall be responsible for such Mail, its arrival and/or the speed of its delivery, and that: (a) neither iPostal1 nor any Channel Operator plays a role in the physical delivery of Mail; and (b) You are solely responsible for updating and ensuring the correctness of the address(es) to which You are forwarding Mail. You shall not name iPostal1 or any Channel Operator as a “shipper of record”, “exporter”, “forwarding agent”, or similar term on any document or form related to the shipment of any Mail.

Where You request Mail to be forwarded to an address outside of Canada, You expressly acknowledge and agree that such forwarding will subject Your Mail to the export laws and regulations of Canada ((including the *Customs Act*, R.S.C. 1985, c. 1 (2nd Supp.), the *Export and Import Permits Act*, R.S.C. 1985, c. E-19, and any applicable export controls and sanctions legislation, including the *Special Economic Measures Act*, S.C. 1992, c. 17, and the *United Nations Act*, R.S.C. 1985, c. U-2) and the laws and regulations of the destination jurisdiction. You are solely responsible for ensuring compliance with all applicable export laws, regulations, and any applicable iPostal1 export policies as published on the iPostal1 Platform from time to time. You further agree to indemnify iPostal1 and any Channel Operator from and against any and all claims, losses, liabilities, costs, and expenses (including legal costs) arising from or in connection with any international forwarding request made by You or arising from Your failure to comply with applicable export laws or regulations.

11. Technical Requirements

Your use of the iPostal1 Platform may require Your Device to be connected to the Internet. You are solely responsible for the cost and maintenance of any such Internet or mobile connection, including any data usage, roaming or other charges that You incur. You acknowledge that, from time to time, You may be unable to access or use the iPostal1 Platform (including for scheduled maintenance).

It is recommended that You enable iPostal1 Platform update notifications and install all updates to ensure that the iPostal1 Platform will function correctly. Your access or use of the iPostal1 Platform may be subject to certain minimum technical requirements. It is Your responsibility: (a) to ensure that You have access to the hardware and/or software platforms required to access and use the iPostal1 Platform; and (b) for updating and maintaining Your Device, Internet and/or mobile connection. iPostal1 reserves the right to change or cease support of any hardware or software platforms at any time.

12. Fees and Pricing

In consideration of Your access to and use of the iPostal1 Platform and Service, You agree to pay the monthly or annual price set out in Your Subscription Plan, in addition to the costs of any Additional Services (collectively, the **"Fees"**). You agree that iPostal1 may immediately charge You for all Fees and other amounts owed by You to iPostal1.

If You have chosen a monthly Subscription Plan, You will be Billed (as defined below) for the applicable Fees at the start of each month. If You have chosen an annual Subscription Plan, You will be Billed for the applicable Fees at the start of the applicable subscription year. Any other amounts which may be owed by You to iPostal1 pursuant to these Terms will be billed at the start of each month.

All Fees displayed on the iPostal1 Platform are exclusive of applicable Canadian federal and provincial taxes. By subscribing to or using the iPostal1 Platform, You expressly agree that iPostal1 may Bill You for the applicable Fees, in addition to any applicable taxes (including GST/HST, QST or PST, as applicable to Your province or territory), customs, duties, and any other charges You may incur in connection with Your use of the iPostal1 Platform. Where applicable, iPostal1 will issue You with an invoice compliant with the *Excise Tax Act* (Canada).

For the purposes of these Terms, **"Bill"** means either a charge or debit, as applicable, that is made against the payment method identified in Your Account. If You wish to change Your payment method, or if there is a change in the applicable validity or expiration date, You may edit Your payment method information in Your Account. If Your designated payment method reaches its expiration date, Your failure to update Your payment method shall be deemed as Your express agreement that iPostal1 may discontinue, suspend, cancel or terminate Your Account at its sole discretion. Notwithstanding the foregoing, Your continued use of the iPostal1 Platform constitutes Your authorization for iPostal1 to continue Billing Your payment method and You shall remain responsible for any uncollected amounts. You agree not to attempt a chargeback of any Fees without justified reason, and if such unjustified chargeback is attempted, iPostal1 may, at its sole discretion, block, disable or cancel Your Account. iPostal1 shall be entitled to increase and/or amend the Fees applicable to Your Subscription Plan from time to time. iPostal1 will give You at least thirty (30) days' prior written notice of any increase in Fees. If You do not wish to continue with Your Subscription Plan at the new price, You may terminate this Agreement in accordance with Article 31 of these Terms.

iPostal1 will use reasonable efforts to ensure the accuracy of the Fees displayed on the iPostal1 Platform. If there is an error so that the correct Fees are less than the stated and displayed Fees, iPostal1 will charge the lower amount. Where the correct Fees are higher than the stated and

displayed Fees, iPostal1 will contact You and give You the option of either paying the correct Fees or cancelling the relevant Service.

iPostal1 shall be entitled to increase and/or amend the Fees applicable to Your Subscription Plan from time to time. iPostal1 will give You at least thirty (30) days' prior written notice of an increase in Fees before You are charged the increased Fees. If You do not wish to continue with Your Subscription Plan at the new price, You may terminate this Agreement in accordance with Article 31 of these Terms and You will not be charged further amounts for Your Subscription Plan, provided that You have notified iPostal1 before the end of the current billing period.

Where You use PayPal or a similar third-party payment processor to fund Your Account, iPostal1 may require You to maintain a minimum credit balance in Your Account of an amount determined by iPostal1 from time to time and notified to You via the iPostal1 Platform. iPostal1 reserves the right to increase such minimum balance requirement in its sole discretion, provided that it gives You reasonable prior notice of any such increase. iPostal1 may change the payment processors available for use on the iPostal1 Platform at any time. Fee plans may vary depending on the currency and payment processor selected, and not necessarily in line with then-current currency exchange rates.

13. Ownership

The iPostal1 Platform consists of trademarks, service marks and brand names (collectively, "**Trademarks**"), as well as various graphics, texts, icons, buttons, videos, software, audio and other files, images, and other materials that have been provided by iPostal1 and/or various third-party providers ("**third-parties**"). Other than the Mail, iPostal1 and the applicable third-parties own all rights, title and interests in and to any and all content provided by such parties for the iPostal1 Platform (collectively, "**Platform Content**"). You acknowledge that the iPostal1 Platform is protected to the fullest extent permitted by applicable law, including copyright, trademark, patent and all other applicable intellectual property laws. You agree that You will not take any actions inconsistent with iPostal1's or any third-party's ownership of their respective Trademarks. Your use of the iPostal1 Platform does not grant or transfer to You any ownership rights in the iPostal1 Platform. Any rights not expressly granted to You in these Terms are expressly reserved by iPostal1 and/or the applicable third-party. The iPostal1 Platform may not, in whole or in part, be reproduced, adapted, stored, altered, republished, distributed, displayed, sold, transferred or modified without the express written permission of iPostal1 or the applicable third-parties.

14. Privacy

Without limiting the generality of these Terms, Your use of the iPostal1 Platform and Services is also subject to the terms of iPostal1's privacy policy, available at https://ipostal1.com/uszoom_privacy_policy.pdf ("**Privacy Policy**"), which is incorporated into and made part of these Terms. The Privacy Policy sets out how iPostal1 collects, holds, uses and discloses personal information in accordance with Canadian privacy laws.

By accessing or otherwise using the iPostal1 Platform, You acknowledge that You have read, fully understand and consent to the collection and use (as set forth in the Privacy Policy) of personal information in relation to the Services. iPostal1 shall maintain commercially reasonable security

measures to protect personal information on the iPostal1 Platform. Such security measures shall be no less than that used by iPostal1 to protect its own confidential information. The Privacy Policy sets out how iPostal1 collects, holds, uses and discloses personal information in accordance with the *Personal Information Protection and Electronic Documents Act* (Canada) ("**PIPEDA**") (or, where applicable, substantially similar provincial privacy legislation, including *the Act respecting the protection of personal information in the private sector* (Québec) and the *Personal Information Protection Act* (Alberta and British Columbia)) and any successor legislation including the *Consumer Privacy Protection Act* (Canada) ("**CPPA**") upon proclamation.

Where You are a Business, You shall comply with the Data Protection Legislation in relation to Your (and Your Users') use of the iPostal1 Platform and the Services.

15. Limited Licence

Subject to Your acceptance of these Terms, You are granted a personal, limited, non-sublicensable, non-assignable, non-exclusive, non-transferrable and revocable right and licence to view, use and access the iPostal1 Platform ("**Licence**") solely for the purpose of receiving Services on any Device that You own or control and as permitted by and subject to any applicable third-party usage rules including those set forth in the App Store Terms of Service and/or the Google Play Terms and Conditions or other app stores applicable to Your Device. To the maximum extent permitted by applicable law, iPostal1 may at any time, at its sole discretion, and without prior notice, delete or modify any material, including Mail, from the iPostal1 Platform, in whole or in part. This Licence does not allow You to use the iPostal1 Platform on any mobile or other device that You do not own or control. Your Licence to use the iPostal1 Platform is automatically revoked upon termination or expiration of these Terms.

16. Use of the App

Without limiting the generality of any other aspect of these Terms, You agree that You shall not, and where You maintain a Business Account, Your authorised agents and Users shall not:

- (a) use, copy (except as expressly permitted by these Terms and third-party usage rules or App Store Rules), modify, download, reproduce, republish, post, transmit or transfer the iPostal1 Platform, in whole or in part;
- (b) (i) reverse engineer, disassemble, decompile, or translate the iPostal1 Platform; (ii) attempt to derive the source code of the iPostal1 Platform; (iii) create any derivative work from the iPostal1 Platform; (iv) use the iPostal1 Platform to create a competing product; and/or (v) authorize or assist any third-party to do any of the foregoing;
- (c) circumvent any technical measures iPostal1 uses to provide the iPostal1 Platform, including violating the security of any computer network, cracking any passwords or security encryption codes, or using any robot, spider, scraper, or any other means, manual or automated, to access the iPostal1 Platform for any purpose;
- (d) rent, lease, loan, share, resell, distribute, or otherwise engage in any use of the iPostal1 Platform not contemplated herein;

- (e) provide, post, list or upload content that: (i) infringes or violates the intellectual property rights or any other rights of anyone else, including iPostal1; or (ii) contains a virus, bug, or other harmful item;
- (f) use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content; and/or
- (g) contribute, post or transmit to, by or through this iPostal1 Platform any infringing, unlawful, fraudulent, threatening, libelous, defamatory, offensive, obscene, indecent, inflammatory, pornographic or profane content or any content that could constitute or encourage conduct that may be considered a criminal offence, give rise to civil liability, or otherwise violate any law, or any content consisting of or containing software viruses, malicious exploits or other malicious code.

Further, You represent, warrant and covenant that:

- (a) You have the legal power and authority to Register Your Account, accept these Terms, and provide iPostal1 with the information set out in Your Account;
- (b) You, and where You maintain a Business Account, Your authorised agent shall at all times comply with these Terms and all applicable laws in connection with Your use of the iPostal1 Platform;
- (c) You are not a competitor of iPostal1 or acting on behalf of a competitor of iPostal1; and
- (d) You are not located in a region that is subject to a Canadian Government, United Nations or other applicable sanctions regime (including under the *Special Economic Measures Act* (Canada), the *Justice for Victims of Corrupt Foreign Officials Act* (Canada), or the *Freezing Assets of Corrupt Foreign Officials Act* (Canada)), and You are not listed on any applicable list of prohibited or restricted parties. You will not use the iPostal1 Platform or Services, directly or indirectly, to (i) ship, transfer, export or re-export any Mail to proscribed or embargoed countries or their nationals in contravention of any applicable export laws or regulations (including the *Export and Import Permits Act* (Canada)), nor (ii) in connection with any nuclear activities, chemical biological weapons or missile projects, unless authorised by the applicable Canadian Government authority.

17. Disclaimer of Warranties– Read the Following Carefully

EXCEPT AS EXPRESSLY SET OUT HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING APPLICABLE CANADIAN PROVINCIAL CONSUMER PROTECTION LEGISLATION), IPOSTAL1 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE IPOSTAL1 PLATFORM OR THE SERVICES, WHICH ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

IPOSTAL1 EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND RELATING TO THE IPOSTAL1 PLATFORM, SERVICES OR TO ANY CONTENT OR INFORMATION AVAILABLE ON OR THROUGH THE IPOSTAL1 PLATFORM, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT.

IN ADDITION, IPOSTAL1 MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE REGARDING THE ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY, SUITABILITY, TIMELINESS, USEFULNESS, SECURE NATURE, OR AVAILABILITY OF THE IPOSTAL1 PLATFORM OR SERVICES, OR THAT THE IPOSTAL1 PLATFORM OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR MEET YOUR REQUIREMENTS. ANY INFORMATION, SERVICES, PRODUCTS, OR OTHER ITEMS OBTAINED VIA THE IPOSTAL1 PLATFORM ARE PROVIDED TO YOU SOLELY AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY HARM TO YOU OR TO OTHERS THAT RESULTS FROM ANYTHING OBTAINED VIA ANY INTERACTIONS WITH THE IPOSTAL1 PLATFORM. IPOSTAL1 MAY MAKE CHANGES TO THE FEATURES, FUNCTIONALITY, OR CONTENT OF THE IPOSTAL1 PLATFORM AT ANY TIME AND RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO EDIT OR DELETE ANY DOCUMENTS, INFORMATION OR OTHER CONTENT APPEARING ON THE IPOSTAL1 PLATFORM.

IPOSTAL1 AND YOUR MC ARE NOT RESPONSIBLE FOR LATE, LOST, INCOMPLETE, ILLEGIBLE, MISDIRECTED, MISREPRESENTED OR STOLEN MESSAGES, PARCELS, MAIL OR OTHER DATA OF ANY KIND OR NATURE WHATSOEVER, UNAVAILABLE NETWORK CONNECTIONS, FAILED, INCOMPLETE, GARBLED OR DELAYED COMPUTER TRANSMISSIONS, ON-LINE FAILURES, HARDWARE, SOFTWARE OR OTHER TECHNICAL MALFUNCTIONS OR DISTURBANCES OR ANY OTHER COMMUNICATIONS FAILURES OR CIRCUMSTANCES AFFECTING, DISRUPTING OR CORRUPTING COMMUNICATIONS.

IPOSTAL1 AND YOUR MC ARE NOT RESPONSIBLE OR LIABLE, WHETHER IN TORT, CONTRACT OR ANY OTHER THEORY OF LAW, EQUITY OR CIVIL LAW, FOR ANY DAMAGES TO, OR ANY VIRUSES AFFECTING YOUR DEVICE OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE IPOSTAL1 PLATFORM OR YOUR DOWNLOADING OF ANY MAIL, MATERIALS, TEXT, IMAGES, VIDEO, AUDIO OR OTHER DATA FROM THE IPOSTAL1 PLATFORM, REGARDLESS OF WHETHER OR NOT IPOSTAL1 OR YOUR MC KNEW OR SHOULD HAVE FORESEEN OR KNOWN OF SAME.

18. Maximum Liability

In no event will iPostal1, Your MC and their respective affiliates, directors, officers, employees, agents and representatives (collectively, “**Releasees**”) be liable to You or any other person for any Claims or any special, exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including, economic loss, lost profits or lost savings), whether based in contract, tort, strict liability, equity, civil law, statutory liability or otherwise, which arise out of or are in any way connected with Your use of the iPostal1 Platform, the operation of the iPostal1 Platform, and/or any failure or delay in the operation of the iPostal1 Platform, even if the Releasees have been advised of the possibility of such damages.

Subject to the following Article 19 and to the extent permitted by applicable Canadian law:

- (a) in no event will iPostal1 be responsible to You or any other person for any loss that is not foreseeable; and
- (b) iPostal1’s total aggregate liability arising under or in connection with this Agreement shall be limited to the greater of: (i) the total aggregate sum of the Fees paid by You to iPostal1 in the twelve (12) months prior to the event giving rise to such claim; or (ii) one hundred Canadian dollars (CAD \$100.00).

Nothing in this Agreement shall limit or exclude any Party's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be lawfully limited or excluded under applicable Canadian federal or provincial law, including the *Consumer Protection Act* applicable in Your province or territory.

19. Indemnification

To the maximum extent permitted by applicable law, You agree to indemnify, defend (at iPostal1's option) and hold the Releasees harmless from and against any liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs and expenses (including reasonable legal and advisory fees) of whatever kind or nature arising from or in connection with: (a) Your use of the iPostal1 Platform or Services and Your activities in connection with the iPostal1 Platform and Services; (b) Your breach of this Agreement; (c) Your violation of any applicable laws in connection with Your use of the iPostal1 Platform and Services; and (d) information or material transmitted through Your Devices used to access the iPostal1 Platform, even if not submitted by You, that infringes, violates, or misappropriates any rights, including Intellectual Property Rights, of a third-party.

20. Illegal Activity

You must immediately notify iPostal1 of any suspected fraudulent, unauthorised, illegal or suspicious use of the iPostal1 Platform or any other breach, or potential breach, of security, or unauthorised or illegal activity that You reasonably suspect in connection with the iPostal1 Platform. iPostal1 may block Your access to, or terminate, Your Account, if it reasonably suspects that You are using Your Account or the iPostal1 Platform for illegal purposes or in violation of these Terms. If fraudulent or unlawful activity is suspected, iPostal1 may review relevant materials, suspend or terminate access without refund, and report information to appropriate Canadian authorities, including the Royal Canadian Mounted Police ("**RCMP**"), the Financial Transactions and Reports Analysis Centre of Canada ("**FINTRAC**"), the Competition Bureau of Canada, or other relevant regulatory bodies. iPostal1 may also disclose Your Account information if required by law, including in response to a valid court order or subpoena.

21. Feedback

iPostal1 welcomes Your feedback and comments regarding the iPostal1 Platform. By submitting or providing iPostal1 with comments, messages, suggestions, ideas, concepts, feedback or other information about the iPostal1 Platform, the Services, Your MC, iPostal1 and/or its operations (collectively, "**Submissions**"), You hereby: (a) represent and warrant that none of the Submissions are confidential or proprietary to You or to any other party; (b) represent and warrant that none of the Submissions breach any agreement to which You are a party; and (c) grant iPostal1 a non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, unrestricted, transferable, sub-licensable, worldwide right and licence to do with the Submissions anything that You could do, including use,

delete, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, display and commercialize the Submissions in any way and for any purpose whatsoever related to iPostal1's business. You also waive in favour of iPostal1 and its successors and assigns any and all of Your moral rights in and to all Submissions. Furthermore, You agree that iPostal1 is not responsible for the confidentiality of any Submissions.

22. Software– Third-Party Applications

If You have downloaded the iPostal1 Platform from a Third-Party App Store the following additional terms apply:

- (a) iPostal1 and You acknowledge that the Third-Party App Store has no obligation whatsoever to furnish any maintenance and support services with respect to the iPostal1 Platform;
- (b) Third-Party App Store has no warranty obligation with respect to the iPostal1 Platform, and any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty set forth in these Terms will be iPostal1's sole responsibility;
- (c) Third-Party App Store is not responsible for addressing any claims relating to the iPostal1 Platform or Your possession and/or use of the iPostal1 Platform, including: (i) product liability claims; (ii) any claim that the iPostal1 Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under Consumer protection, privacy, or similar legislation; and
- (d) Third-Party App Store is not responsible for any third-party intellectual property infringement claims relating to the iPostal1 Platform. In the event of any such claim, iPostal1, Third-Party App Store, will be solely responsible for the investigation, defence, settlement and discharge of such claim.

23. Third-Party Beneficiaries

This Agreement is between You and iPostal1. Except where expressly stated otherwise (including with respect to Channel Operators and any Third-Party App Store as contemplated in these Terms), a person who is not a Party to this Agreement has no rights under applicable law to enforce any term of this Agreement.

24. Links

The iPostal1 Platform may contain links to websites, platforms, applications or other software owned or operated by other entities which are not associated or affiliated with iPostal1 ("**Third-Party Sites**"). These links are provided solely as a convenience to You and the inclusion of any link to a Third-Party Site does not imply endorsement, investigation or verification by iPostal1 of the Third-Party Site or information contained therein, or of their security or privacy practices. iPostal1 will not be responsible for the content of any Third-Party Site and makes no representation or warranty regarding any Third-Party Site or the content therein.

If You decide to access Third-Party Sites You do so at Your own risk and iPostal1 will not be responsible or liable for any damages in connection with such access. In addition, iPostal1 does not endorse or approve of any Third-Party Sites linked from or to the iPostal1 Platform, except for other websites operated by iPostal1. You should review the terms of use of any site to which You navigate.

25. Partner Services

You may opt-in to periodically receive commercial electronic messages (“**CEMs**”), via email or the iPostal1 Platform, concerning other products and services provided by iPostal1 or third-parties. iPostal1’s transmission and Your receipt of CEMs will comply with *Canada’s Anti-Spam Legislation, S.C. 2010, c. 23 (“CASL”)*. You can opt out of receiving CEMs at any time by using the unsubscribe mechanism at the bottom of each CEM or by contacting iPostal1 using the contact information below.

iPostal1 makes this information available to You as a matter of convenience only and does not endorse any of the third-party products, services or sites being linked or mentioned. Further, iPostal1 neither represents, warrants nor assumes any liability or responsibility for such third-party goods or services or the terms under which such third-party offerings are provided. You acknowledge that some Third-Party Sites and services made available through the iPostal1 Platform are provided at extra cost and in collaboration with selected business partners (“**Partner Services**”). You will need to make Your own independent judgement about whether to use such Partner Services. Upon Your election to enroll for any Partner Services, You may be required to agree to the terms and conditions of the selected partner and any such agreement for Partner Services will be between you and the relevant third-party provider. iPostal1’s collection, use and transfer of Your information in connection with the Partner Services will be in accordance with the Privacy Policy and all applicable laws.

26. Electronic Communications

When You use the iPostal1 Platform or send electronic communications to iPostal1 or Your MC, You consent to receive communications required or permitted under these Terms electronically. iPostal1 or Your MC may communicate with You by e-mail or by posting notices on the iPostal1 Platform. You agree that all agreements, notices, disclosures and other communications that iPostal1 or Your MC provide to You electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by the *Electronic Commerce Act* applicable in Your province or territory and any applicable federal legislation.

27. Contact Information

The legal name of iPostal1 in Canada is “iPostal1 Canada Inc.” Any notice required or authorised to be given under this Agreement shall be in writing and shall be sent by email to:

iPostal1 Canada Inc.
110 Eglinton Ave West, Suite 401

Toronto, Ontario M4R 1A3 Canada
Attention: iPostal1 Legal Department
Email: canada@ipostal1.com; with a copy to legal@uszoom.com

Any notice so given shall be deemed to have been received at 9.00 am on the next Business Day after transmission, provided a failed transmission notification (or equivalent) is not received by the sender.

This Article 27 does not apply to the service of any proceedings or other documents in any legal action.

28. Change to the Services

iPostal1 or Your MC may elect to display or remove any of the Services available at Your MC at any time upon thirty (30) days' prior written notice to You. iPostal1 also retains the right, at any time, to initiate a transfer from one Mail Centre to another based upon its reasonable judgment and in its sole discretion, without charge to You. iPostal1 shall not be liable for Your loss of usage of Your Address in connection with such transfer or any effect therefrom. In any such case, rather than accept the changes, You may cancel Your Agreement with iPostal1, without cost, penalty or cancellation fees, by sending written notice to iPostal1 at service@ipostal1.com.

29. Relocation or Closure of Your MC

If Your MC relocates or closes its business (temporarily or permanently) for any reason, iPostal1 will inform you as soon as reasonably practicable, and will use its commercially reasonable efforts to assist You with an Account transfer to an alternative MC. However, iPostal1 is not liable for Your loss of usage of Your Address, any effect therefrom, nor for any physical Mail that is left in the custody of Your MC at the time of its relocation or closure. In the event of any such transfer, You agree to pay any costs associated with such transfer. If You do not wish to transfer to a different MC, You may cancel Your Account in accordance with these Terms.

iPostal1 also retains the right, at any time, to initiate a transfer of Your Address from Your MC to another MC based upon its reasonable judgment and in its sole discretion, without charge to You. iPostal1 shall not be liable for Your loss of usage of Your Address in connection with such transfer or any effect therefrom. If You do not wish to transfer Your Address to a different MC, You may cancel your Account in accordance with these Terms.

30. Cooling-off Period for Consumer Subscriptions

If You are a Consumer (as defined in Article 1) who has entered into a Subscription Plan with iPostal1 pursuant to these Terms, You may have the right to cancel Your Agreement and receive a refund of any Fees paid within the applicable cooling-off period prescribed by the *Consumer Protection Act* applicable in Your province or territory. The cooling-off rights applicable to Your Subscription Plan

vary by province and territory, as set out below. Nothing in these Terms limits or excludes any such cooling-off right that cannot lawfully be excluded.

30.1 Ontario

Under the *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A and *Ontario Regulation 17/05*, a Consumer who enters into an internet agreement for ongoing services may cancel without cause within ten (10) days of receiving a written copy of the agreement (ss. 43–44, *CPA, 2002*). Where iPostal1 fails to provide the mandatory internet agreement disclosures required under s. 38 of the *CPA, 2002*, the Consumer may cancel within one (1) year of entering into the agreement.

30.2 British Columbia

Under the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2 (“**BPCPA**”), a Consumer who enters into a distance contract for ongoing services may cancel within fourteen (14) days of entering into the contract or receiving a copy of the contract, whichever is later (s. 54, *BPCPA* and *Distance Sales Regulation*, B.C. Reg. 81/2016). If iPostal1 fails to disclose the mandatory information required under the *BPCPA*, the cancellation right may extend for one (1) year from the date of the contract.

30.3 Alberta

Under the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3, a Consumer may cancel a direct sales contract within ten (10) days of receiving a copy of the written contract. Where a direct sales contract for ongoing services does not comply with the mandatory disclosure requirements under the Act, the Consumer may cancel within one (1) year of the date the contract was entered into.

30.4 Québec

Under the *Loi sur la protection du consommateur*, RLRQ c P-40.1 (“**LPC**”), a Consumer who enters into a contract for services at a distance has a ten (10)-day right of resolution following the later of: (i) the date the contract is entered into; or (ii) the date the Consumer receives a copy of the contract (art. 54.8–54.16, *LPC*). The right of resolution may be exercised by any means that allows the Consumer to prove its exercise. Upon valid exercise, iPostal1 must refund all amounts paid within fifteen (15) days (art. 54.14, *LPC*).

30.5 Other Provinces and Territories

Consumer residents of other Canadian provinces and territories may also have cooling-off rights applicable to Subscription Plans under their respective consumer protection legislation. For example: (a) in Nova Scotia, under the *Consumer Protection and Business Practices Act*, S.N.S. 2023, c. 5, Consumers generally have a seven (7)-day cooling-off period from the date of a direct sales or internet agreement; (b) in Manitoba, under the *Consumer Protection Act*, C.C.S.M. c. C200, Consumers have a ten (10)-day cancellation right from receipt of a copy of the contract for certain

distance and internet agreements; and (c) in Saskatchewan, under the *Consumer Protection and Business Practices Act*, S.S. 2013, c. C-30.2, a Consumer generally has a cooling-off period of seven (7) days from entry into a direct sales contract. iPostal1 will comply with all such applicable cooling-off requirements. Where the cooling-off period is not prescribed in Your province or territory, iPostal1 voluntarily provides a minimum ten (10)-day cooling-off period from the date You first subscribe to a Subscription Plan.

30.6 How to Exercise Your Cooling-Off Right

To exercise Your cooling-off cancellation right, You must notify iPostal1 in writing (including by email) within the applicable cooling-off period to: canada@ipostal1.com, or by mail to iPostal1 Canada Inc., 110 Eglinton Ave West, Suite 401, Toronto, Ontario M4R 1A3, Attention: Legal Department. Your notice must clearly identify Your Account and state Your intent to cancel pursuant to the applicable cooling-off period. Where applicable law requires iPostal1 to refund Fees upon a valid cooling-off cancellation, iPostal1 will issue such refund using the same payment method You used for the original transaction, within the period prescribed by applicable law and in any event within fifteen (15) Business Days of receiving Your valid cancellation notice. For greater certainty, the right to cancel under this Article 30 is separate from and in addition to Your right to terminate Your Account under Article 31.

31. Termination

This Agreement shall commence on the date that You are first given access to the Services and shall remain in full force until the termination of the Agreement in accordance with these Terms.

You may terminate Your Account at anytime by emailing iPostal1 at service@ipostal1.com ("**Cancellation Notice**") or selecting "Cancel Mailbox" in Your Account settings. There is no fee for cancelling Your Account, however, You must promptly pay any outstanding Fees associated with Your Account and You are solely responsible to save, download, export, pick-up, forward and/or remove all Your Mail from Your Account and which may be stored at Your MC, prior to cancelling Your Account. Upon selecting the "Cancel Mailbox" button in Your Account settings, the iPostal1 Platform will advise You to save, download, export, pick-up, forward and/or remove Your Mail prior to proceeding with the cancellation. Once Your cancellation is confirmed via receipt of a Cancellation Notice or selection of the "Cancel Mailbox" button, as applicable: (a) Your Account will no longer accessible to You; (b) all pending Service requests will be cancelled; (c) the Mail in Your Account will be deleted and rendered unretrievable; and (d) Your Address will be dissociated with You and may become available to other Customers.

iPostal1 may, at its sole discretion, terminate this Agreement and Your use of the iPostal1 Platform, without cause at any time, upon at least sixty (60) days prior written notice to You. Any termination notice from iPostal1 shall be provided via email, posted in Your Account, or in other electronic form.

Without limiting the generality of the foregoing, iPostal1 may terminate Your Account and Your use of and access to the iPostal1 Platform immediately if:

- (a) Your behavior towards iPostal1 or Your MC, or their respective employees, contractors, personnel or other Customers is deemed by iPostal1, in its sole discretion, to be offensive, abusive, violent, threatening or disruptive;
- (b) You fail to provide, or iPostal1 is unable to validate, any information provided by You pursuant to these Terms;
- (c) You fail to cooperate or provide information on an investigation by a governmental agency; or
- (d) You breach any provision of these Terms; or
- (e) where You maintain a Business Account: (i) You make any proposal to Your creditors or a notice of intention to make a proposal is filed in respect of You under the *Bankruptcy and Insolvency Act* (Canada); (ii) a receiving order is made against You or You make an assignment in bankruptcy; (iii) proceedings are commenced against You under the *Companies' Creditors Arrangement Act* (Canada); (iv) a receiver or receiver-manager is appointed over any of Your assets or Business; or (v) You cease or threaten to cease to carry on business, or become or are deemed insolvent under applicable Canadian law.

If these Terms or Your permission to use the iPostal1 Platform is terminated by iPostal1 for any reason, the Agreement formed by Your acceptance of these Terms will nevertheless continue to apply and be binding upon You in respect of Your prior use of the iPostal1 Platform and anything relating to or arising from such use. If You are dissatisfied with the iPostal1 Platform, then Your sole and exclusive remedy is to discontinue using the iPostal1 Platform. Subject to iPostal1's consent, You are prohibited from establishing a new account if Your Account is deactivated, suspended or otherwise terminated by iPostal1 for any reason.

Upon expiration, cancellation or termination of Your Account for any reason: (a) You will immediately stop all use of Your Address; and (b) any Mail addressed to You and delivered to Your MC will be rejected or returned to sender. If You are a Business and not a Consumer under the applicable law, and You continue to use Your Address after the expiration, cancellation or termination of Your Account, iPostal1 may charge You a monthly subscription fee, at the applicable rates then in effect, for such continued use, notwithstanding that the iPostal1 Platform is no longer available to You. iPostal1 further reserves the right to initiate further legal action.

Following termination or cancellation of Your Account for any reason, Mail addressed to You that is subsequently delivered to Your MC shall be handled as follows: (a) iPostal1 and Your MC are authorised to accept and destroy any unsolicited Mail (including advertising, circulars, promotional material or Mail addressed to "occupant" or "current resident" or similar designation) and any Mail addressed to You, for a period of six (6) months from the date of termination; (b) prior to termination, You may elect, by written notice to iPostal1, to have Mail forwarded to a nominated address for up to six (6) months following termination, subject to Your payment in advance of all applicable postage, packaging and forwarding fees; and (c) if You do not make an election under paragraph (b), the default position shall apply and Mail shall be accepted and destroyed as received. You acknowledge and agree that it is Your responsibility to make all necessary forwarding arrangements prior to termination and that iPostal1 and Your MC shall have no liability whatsoever in respect of Mail received or handled after termination of this Agreement.

Subject to iPostal1's consent, You are prohibited from establishing a new Account if Your Account is deactivated, suspended or otherwise terminated by iPostal1 for any reason.

32. Survival

All provisions, which by their nature and surrounding circumstances, reasonably should survive expiration or termination of this Agreement and these Terms, will survive.

33. Assignment

The Agreement and these Terms will enure to the benefit of and are binding upon each Party and its respective successors and permitted assigns. You will not assign this Agreement or these Terms, in whole or in part, without iPostal1's prior written consent. iPostal1 may at any time assign, sub-licence, sub-contract, transfer, novate, mortgage, charge or otherwise deal in any manner with this Agreement or any of its rights, liabilities or obligations under this Agreement.

You shall not assign, sub-license, sub-contract, transfer, novate, mortgage, charge or otherwise deal in any manner with this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of iPostal1.

34. Relationship

The relationship between iPostal1 and You will be that of independent contractors, and neither Party nor any of their respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of this Agreement, these Terms or Your use of the iPostal1 Platform.

35. Governing Law; Jurisdiction

This Agreement, these Terms 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 by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to any conflict of laws principles. You expressly attorn to the exclusive jurisdiction of the courts located in the Province of Ontario, Canada, with respect to any dispute arising under this Agreement and these Terms.

36. Dispute Resolution

In the event of a breach of these Terms by any Party, the non-breaching Party shall be entitled to all appropriate equitable and legal relief available under applicable Canadian law, including, but not limited to: (a) an injunction to enforce these Terms or prevent conduct in violation of these Terms; (b) damages incurred by the non-breaching Party as a result of the breach; and (c) reasonable legal fees and disbursements (at all arbitral, trial, and appellate levels) incurred by the non-breaching Party in

enforcing these Terms. Nothing in this Article 36 excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by applicable provincial consumer protection legislation or any other applicable Canadian legislation that cannot lawfully be excluded or limited. To the extent of any inconsistency between this Article 36 and any non-excludable statutory right, the non-excludable statutory right prevails. In the event of a dispute arising out of or relating to these Terms, the Parties agree to first attempt to resolve the dispute through good-faith negotiation. If the dispute is not resolved within thirty (30) days of a written notice of dispute being provided by one Party to the other, either Party may refer the dispute to mediation administered by the ADR Institute of Canada, Inc. ("**ADRIC**") before resorting to arbitration or litigation.

***** THE FOLLOWING IS A MANDATORY ARBITRATION PROVISION *****

Dispute Resolution. Any issue, question, dispute, claim, or controversy arising out of or relating to the Terms or any provision thereof, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the Province of Ontario, in English, before a single arbitrator (the "**Arbitrator**"). The arbitration shall be administered by ADR Institute of Canada, Inc. ("**ADRIC**") pursuant to its National Arbitration Rules, or, if the parties agree, pursuant to the ADRIIC Expedited Arbitration Rules. Judgment on the Award may be entered in any court of competent jurisdiction. This dispute resolution provision shall include urgent or emergency arbitration relief and shall not preclude any Party from seeking provisional remedies in aid of such urgent or emergency arbitration relief from a court of competent jurisdiction or from an arbitrator in accordance herewith.

The Arbitrator shall have the power to award any remedy provided under applicable law, except that the Arbitrator shall have no power to award: (a) punitive, exemplary, or aggravated damages under any legal theory, except in the event of a Party's or its agent's gross negligence or intentional misconduct; (b) mandatory or prohibitory injunctive relief, except for temporary relief in aid of the arbitration or to secure the payment of an award; or (c) any damages in excess of the limits set forth in this Article 36 or the Maximum Liability limits under Article 18 of the Terms.

The Arbitrator shall issue a reasoned award explaining the decision and any damages awarded. The Arbitrator's decision will be final and binding upon the parties, subject only to the limited rights of appeal available under the *Arbitration Act, 1991* (Ontario) or other applicable arbitration legislation. The parties shall abide by and fully perform any award rendered by the Arbitrator. You have the right to opt-out of binding arbitration within thirty (30) days of the date You first accepted the terms of this Article 36 by sending, via prepaid registered mail, a written "Notice of Opt-Out" to: iPostal1 Canada Inc., 110 Eglinton Ave West, Suite 401, Toronto, Ontario M4R 1A3, Canada, Attention: Legal Department. To be effective, the "Notice of Opt-Out" must include Your full name and address and clearly indicate Your intent to opt-out of binding arbitration. By opting-out of binding arbitration, You agree to resolve Disputes through mediation as described in this Article 36 before commencing court proceedings in the Province of Ontario.

Fees and Costs. In the event of arbitration under the Terms, the fees charged by ADRIIC and the Arbitrator shall be borne by the parties as determined by the Arbitrator, except for any initial filing fee, which the parties shall share equally. Otherwise, the parties shall each bear their own costs, expenses, and legal fees incurred in arbitration, except as otherwise determined by the Arbitrator. The prevailing Party in any dispute arising under the Terms shall be entitled to recover its reasonable

legal costs and disbursements actually incurred in enforcing the Terms, including reasonable legal fees.

Confidentiality. All arbitration proceedings, including all filings, disclosure, and communications related to such proceedings, and any result of arbitration (including any arbitration award), shall be maintained as confidential by the parties, except as otherwise required by court order, applicable law, or as necessary to confirm, vacate, or enforce an award, and for disclosure in confidence to the parties' respective legal counsel, tax advisors, senior management, and other persons with a strict need to know.

Where a Party intends to seek arbitration of a dispute, that Party must provide the other Party with written notice of the dispute (the "**Dispute Notice**"). If the parties are unable or unwilling to resolve the dispute within thirty (30) days after a Dispute Notice is delivered, the dispute will be resolved by arbitration upon one Party sending the other Party or parties and the Arbitrator a written demand for arbitration. For the avoidance of doubt, no arbitration demand may be submitted until at least thirty (30) days after all parties to the dispute have received or are deemed to have received the Dispute Notice.

Effects of Mandatory Arbitration. The parties understand, acknowledge, and agree that by agreeing to arbitrate in the manner required under this Article 36, they are each waiving any right they may have to bring before a court (other than for injunctive relief as provided below) any claim arising out of, or for any violation of, any federal, provincial, territorial, or other applicable law, regulation, or ordinance, or any other rights protected or arising under applicable law. The parties agree to waive all such rights and to submit all disputes to binding arbitration in accordance with the terms of this Article 36.

Enforcement; Jurisdiction; Service of Process. To the extent court action is required to enforce any arbitration decision hereunder or the waiver of class proceedings, such action shall be brought in the courts of the Province of Ontario, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding may be served on any Party in accordance with applicable rules of court and the laws of the applicable jurisdiction.

You hereby agree to accept service of process by way of mail, iPostal1 Platform message, or email sent to your registered account. In the event of any dispute arising under the Terms, including a proceeding to collect amounts owing for services provided to you, the prevailing Party shall be entitled to recover reasonable legal fees and disbursements.

Litigation Claims. Notwithstanding the foregoing, the following claims ("**Litigation Claims**") shall be litigated and not arbitrated: (a) claims against a Party to this Agreement under provisions involving claims by third-parties; (b) claims by a Party for the unauthorised use, or misuse, by the other Party of the first Party's Confidential Information; (c) claims by us to collect fees or amounts owing for services rendered; and (d) claims for mandatory or prohibitory injunctive relief, except for temporary relief in aid of arbitration or to secure the payment of an arbitration award. The Litigation Claims are not subject to arbitration and are expressly excluded by the parties from arbitration unless otherwise agreed in writing.

***** THE FOLLOWING IS A WAIVER OF RIGHTS TO A CLASS PROCEEDING *****

Waiver of Class Proceedings. All dispute resolution under the Terms must be conducted on an individual basis. Neither Party may consolidate claims in arbitration by or against any other Party, nor litigate in court or arbitrate any dispute, claim, or controversy as a representative or member of a class, or in any representative capacity. To the extent that a dispute arises as to the validity or enforceability of this class proceeding waiver, only a court of competent jurisdiction in the Province of Ontario, and not the Arbitrator, shall determine the validity and effect of this waiver.

THE ENFORCEABILITY OF CLASS ACTION WAIVERS IN CANADIAN CONSUMER CONTRACTS MAY BE SUBJECT TO APPLICABLE PROVINCIAL CONSUMER PROTECTION LEGISLATION. NOTHING IN THIS ARTICLE 36 IS INTENDED TO LIMIT ANY RIGHTS THAT CANNOT BE WAIVED UNDER APPLICABLE LAW.

37. Force Majeure

Neither iPostal1 nor Your MC will be liable for any failure or delay in its performance of its obligations under this Agreement due to acts, events, omissions, accidents or any other cause beyond its reasonable control, including, without limitation, natural disasters, ice storms, floods, wildfires, epidemics, pandemics, public health emergencies declared under the *Quarantine Act* (Canada), the *Emergencies Act* (Canada), or applicable provincial public health legislation, delays in transportation, breakdown or unavailability of equipment or materials, network failure, lock-outs, strikes or other labour disputes (including those subject to the *Canada Labour Code*), explosions, wars, embargoes, riots, sabotage, terrorism, malicious damage or compliance with any law or governmental order, rule or regulation (not resulting from the actions or inactions of iPostal1), provided that You are notified of such an event and its expected duration.

38. Interpretation

The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms. Every use of the words “including” or “includes” in these Terms is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.

These Terms will be severable. In the event that any provision hereof is determined to be unenforceable or invalid by any court having competent jurisdiction, that provision will nonetheless be enforced to the fullest extent permitted by applicable law, and that determination will not affect the validity and enforceability of any other remaining provision of these Terms.

Any waiver of any provision of these Terms will be effective only if in writing and signed by iPostal1 and only applicable to the specific incident and occurrence so waived. The failure by iPostal1 to insist upon the strict performance of these Terms, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect. These Terms will enure to the benefit of iPostal1’s successors and assigns.

A reference in these Terms to a statute, statutory provision or subsidiary legislation is a reference to it as in force in Canada from time to time, including as amended, extended or re-enacted.

39. Injunctive Relief

You acknowledge that a breach of these Terms by You may cause irreparable harm to iPostal1, not adequately compensated by damages alone. Accordingly, iPostal1 will be entitled to seek urgent and permanent injunctive relief, specific performance, and other equitable remedies from a court of competent jurisdiction in the Province of Ontario (or such other jurisdiction as may be appropriate), in addition to any other relief to which it may be entitled, including under applicable Canadian law.

40. Confidentiality

iPostal1 agrees to keep all information of a confidential nature (including personal information relating to You) provided by You to iPostal1 confidential, and iPostal1 agrees not to disclose any such information to any third-party except: (a) as may be required by law or regulation (including under any order made pursuant to PIPEDA or any successor legislation); (b) in circumstances where iPostal1 (in its absolute discretion) believes that You are breaking the law or in breach of this Agreement; or (c) where You have authorised iPostal1 to do so. iPostal1 may disclose any such confidential information to its officers, employees, authorised agents, authorised contractors, authorised subcontractors (including Your MC), professional representatives, subcontractors, consultants or advisers who need to know such information for the purposes of this Agreement.

41. Entire Agreement

These Terms and any other rules, policies or guidelines posted on the iPostal1 Platform by iPostal1 or incorporated or referred to herein constitutes the entire Agreement between You and iPostal1 with respect to the subject matter hereof, and supersedes any prior agreements, understandings, negotiations and discussions, whether electronic, oral or written, regarding their subject matter, and may not be amended or modified except as set out herein. Each of iPostal1 and You acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in it.

42. Complaints

iPostal1 takes complaints seriously. Please notify us of any complaint as soon as possible so that we may endeavour to resolve it with You. If You have any complaints in relation to the Services, please contact Customer support at service@ipostal1.com. Live chat is available through the iPostal1 website at ipostal1.com via the "Chat with us" option. Alternatively, you may direct all comments, questions or inquiries to:

iPostal1 Canada Inc.
% USZoom, LLC (trading as iPostal1)

Attention: Customer Service Department
400 Rella Boulevard, Unit 205, Montebello, NY 10901, United States of America
Telephone: 1-845-579-5770

Email: service@ipostal1.com; with a copy to legal@uszoom.com

iPostal1 aims to acknowledge complaints within five (5) Business Days and to resolve complaints within twenty (20) Business Days where possible. If You remain unsatisfied after exhausting iPostal1's complaints process, You may also contact the Consumer protection authority in Your province or territory, or the Office of the Privacy Commissioner of Canada (www.priv.gc.ca) in respect of any privacy-related complaint.

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[END OF TERMS OF SERVICE]