

TERMS OF SERVICE

These terms of service represent a legally binding agreement between you, the end user (“**you**” and “**your**”), and iPostal1 Canada Inc., including its subsidiaries and affiliates (collectively, “**us**”, “**we**” or “**our**”) with respect to your use of our digital mailbox solutions platform and related services, as further described herein. By accessing or using any of the services via our app “iPostal1” or our website at <https://ipostal1.com/> (collectively, the “**Platform**”), you agree to be bound by these terms of service, including our privacy policy at https://ipostal1.com/uszoom_privacy_policy.pdf (“**Privacy Policy**”) and any other rules, policies or guidelines posted on the Platform or incorporated or referred to herein, and any subsequent modifications or amendments thereto (collectively, the “**Terms**”).

If you do not agree to all of these Terms, you should not use the Services (as defined below) or the Platform.

Capitalized terms used in these Terms are to be interpreted as defined herein.

NOTABLE HIGHLIGHTS:

- We are a technology company that enables independent contractor mail centres (*e.g.*, big box retailers, coworking spaces, and mail and package centres) (“**MC**”), to license our Platform and service You as our end user with a virtual address, remote letter mail and package (collectively, “**Mail**”) management capabilities and other personal or business-related services (collectively, “**Services**”).
- Platform subscription payments are due and payable for access to your Account regardless of whether you receive any Mail at Your MC. Termination of your Account (as defined below) at any time is possible by informing us at: service@iPostal1.com or by selecting in the Platform: Account Settings -> Cancel Mailbox (see our refund policies at <https://ipostal1.com/faq-mailbox-account.php#signup-and-cancellation>).

You acknowledge and agree that, to the extent permitted by applicable law:

- A. the Services are provided “as is”, as available and without warranty;
- B. we and Your MC have no liability regarding the Services;
- C. you release and hold harmless us and Your MC from all liability based on Claims (as defined below) arising under these Terms or the use of the Services; and
- D. you shall indemnify us and Your MC from Claims due to your use or inability to use the Services and/or the Platform.

1. Model Overview and Relationships: Our digital mailbox (“**DM**”) adds a digital layer of access and services to a traditional private mailbox (“**PMB**”) located at a physical MC location. When you open an Account (as defined below), you will receive a PMB address at Your MC (as defined below) (without key-enabled access to a physical locked mailbox), also known also as a

“virtual address”, to which you may direct your Mail to be delivered, sorted, stored, and filed under your DM PMB account number (“**Address**”). Mail arrival notifications are available to you via the Platform. Viewing access and taking digital and physical possession of the Mail may be available to you: by issuing an in-Platform request for certain Processing (as defined below) services, from Your MC; such as scanning, forwarding; or scheduling an in-store pickup.

You shall communicate all Mail Processing requests to Your MC and pay us for Services in the Platform only. You acknowledge that Your MC controls the ownership rights and licensing of its MC street address and performs the actual receipt, opening, scanning, storage, uploading, shredding, and forwarding (“**Processing**”) of your Mail per your authorization and instructions. We do not take part in physical Mail Processing whatsoever; nor do we have any control over the delivery and distribution of your Mail, its assignment to a PMB, or the scanning for purposes of the Services. You acknowledge and agree that in any case in which Mail is not properly assigned, scanned, or otherwise handled (including damaged or lost items), you acknowledge that, to the extent permitted by applicable law, we are not liable whatsoever to you, to the sender or recipient of such Mail, nor to any other third party for such improper assignment, scanning and/or handling.

2. Subscription to the Platform: In order to receive access to the Services you must create an account on the Platform (“**Account**”). To open an Account, you must select a subscription plan; MC location (“**Your MC**”), pay the applicable subscription fee and provide us with your name, contact information, email address, and select a password (“**Registration**”). You are also required to complete an identity verification process facilitated through a third-party vendor. You acknowledge that all personal information you provide to us during Registration, and otherwise through your Account, is subject to the terms of our Privacy Policy. When Registration is complete, you will receive your Address, and you may access your Account via the Platform. You may not have delivered, receive at, nor forward to your Address any postal service mail prior to completing such steps as may be required by us or any applicable carrier. Any such mail received at your Address during this time shall be returned to the applicable carrier with the following endorsement: “Undeliverable, No Authorization to Receive Mail for this Addressee”. For the avoidance of doubt, under no circumstances will we be deemed to be an MC, in connection with the Services or the Platform.

3. Account, Password, Security: You are the sole authorized user of your Account. You are responsible for maintaining the confidentiality of any password and Account number or information provided by you or us for accessing the Services. You are solely and fully responsible for all activities that occur under your password and Account. We have no control over the use of your Account and, to the maximum extent permitted by applicable law, expressly disclaim any liability derived therefrom. We are not under any obligation to verify the actual identity or authority of the user of any login name or password. Should you suspect any unauthorized access to your Account, or you suspect any other breach of security, you must contact us immediately. We are not responsible for any failure or delay by you to notify us of such breaches.

4. Your Obligations for Use of Address and Mail Delivery: You will notify us within three (3) business days of any change of the information that you provided during your Registration. Any failure by you to: (a) provide us with accurate information on an initial and continual basis;

or (b) respond within three (3) business days to any inquiries made by us to determine the validity of information that you provide, will be considered a breach of these Terms and grounds for cancellation of your Account.

Under no circumstances will you list your Address as your business address, nor will you imply or seek to create any impression that you maintain a physical location at your Address, including but not limited to, a manner which violates applicable law or 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.

You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which you are required to pay to any governmental authority (and, at our request, you will provide to us evidence of such payment) and (ii) any taxes paid by us to any governmental authority, that are attributable to your Address.

We do not warrant or guarantee that you may be permitted to use your Address for the purpose of registering an address with a government agency, such as for company formation/incorporation services, procurement of business licenses, or loans. You acknowledge and agree that these uses (and other similar uses) depend on local laws and regulations of the particular jurisdiction in which you wish to establish an address, and you are solely responsible for confirming the acceptance of your Address for such purposes.

Unless you have paid us for the service of an Agent for Service, you may not name Your MC as your Agent for Service in any manner. Violation of this section may be grounds to terminate your Account and/or charge you fees for the Agent for Service, at our sole discretion.

5. Liquidated Damages. If you are a business user, and not a “consumer” under applicable law, you acknowledge prohibited use of an MC street address or your Address under these Terms will cause damage to us and Your MC in an amount that is difficult to quantify. To avoid waste of the time and expense to quantify damages, if you, negligently or intentionally, use Your MC (or other MCs) street address or your PMB address in violation of these Terms, then we shall be entitled to damages from you in the liquidated amount equal to \$100 (CAD) per violation.

6. MC Operations: In addition to the Services, you may request Your MC to perform additional fee-based Processing actions or photographing or repacking parcels and consolidating parcels for shipment. A Services fee chart is available on the Platform. For each Service request, you will be presented with the applicable fee for your consent prior to being charged.

Following Registration, Your MC will accept your incoming Mail, including registered, insured, certified, and restricted Mail, excluding collect on delivery Mail. You hereby consent to the information provided on Registration to be shared with Your MC for the limited purpose of serving as providing the Services. Mail arriving at Your MC must be addressed to you in your legal name as it appears on your submitted legal IDs. You must inform us of your recognized nickname upon Registration if you expect to receive Mail addresses to you as such, otherwise such Mail will be returned to the appropriate delivery service stating that the item was undeliverable.

7. Express Authorization:

- (a) You hereby authorize Your MC to receive and accept your Mail;
- (b) You hereby authorize Your MC to scan the outside of your Mail 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 Mail for any reason.
- (c) You hereby authorize Your MC to determine at its sole discretion whether to discard, recycle or insert into your DM your unaddressed advertising mail, which is commonly referred to as “junk mail,” such as flyers, circulars, advertising and catalogues.
- (d) You hereby authorize Your MC to Process and inspect your Mail as appropriate in Your MC’s discretion, including (without limitation) any Mail that may arrive damaged or suspicious.

8. Services and Permissions. We 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. In such case, rather than accept the changes, you may cancel your agreement with us, without cost, penalty or cancellation fees, by sending us written notice to that effect at service@iPostal1.com. From your Account you may direct Your MC to perform on your behalf or perform yourself as applicable, fee-based actions to your Mail including but not limited to:

- (a) Sign or notarize scanned documents electronically,
- (b) Unpack parcels for individual reshipment,
- (c) Consolidate parcels for shipment,
- (d) Hold Account,
- (e) Create and send mail
- (f) Any other Services offered or to be offered on the Platform.

A Services fee chart is available on the Platform. For each Service request, you will be presented with the applicable fee for your consent prior to being charged.

Note that you are responsible for all instructions to perform Services along with their expenses. For clarity, neither we nor Your MC are responsible for Mail items that are recycled or shredded per your request. Your MC will exercise due care while handling and processing your Mail; however, to the fullest extent permitted by applicable law, you explicitly agree that neither we nor Your MC shall be liable for any damage that may occur to your Mail while performing the Services or Processing your Mail.

You acknowledge and agree that any of your Mail in physical or digital storage at Your MC that you have not downloaded, requested forwarded or destroyed prior to the end of its applicable storage period per these Terms, may be destroyed or deleted, and neither us nor Your MC shall have any liability whatsoever for continued storage and/or any destruction of such Mail. Storage terms may be found on our website www.iPostal1.com and in the Platform in the designated pricing chart under “Services and Pricing”.

Upon your authorization and consent for Your MC to Process your Mail, you are granting Your MC and us all rights necessary to perform the Services per your instructions, specifically including but not limited to, any Mail that may be regarded or is labelled as confidential, personal data or special category personal information, or similar by any applicable privacy law, or may be covered by or contain health and healthcare related information protected under applicable privacy laws.

“The Service is not intended for Protected Health Information (“PHI”) as defined by HIPAA. By using the Services ,you represent that you will not transmit PHI to us.

By requesting the Services and Processing you are giving express and legally binding authorization to Your MC and/or us, as applicable, to perform such tasks. You also represent that you have obtained all necessary consents or another lawful basis to disclose any personal data contained in the Mail. You appoint us as a service provider/processor for the sole purpose of providing the Services.

You may not request the scanning of a bank or credit card. If a Mail item contains a PIN document, Your MC may refuse to scan the PIN document at its sole discretion.

9. Unauthorized Mail: You acknowledge that scanned copies of Mail are delivered to you via your Account and the Platform, which may be rendered to a searchable PDF format and not via email. If your Mail is mistakenly assigned by us or Your MC to another Account (“**Unauthorized Mail**”), we will notify both you and the unintended recipient, upon discovery of such error, and remove the item from the unintended recipient’s Account. We will also conduct an internal investigation to determine whether an event of Unauthorized Mail crosses the local jurisdiction’s threshold to constitute a real risk of significant harm to the affected users and if required, issue a report to the supervising agency accordingly.

If Unauthorized Mail appears in your Account, you must alert us and you may not request any action with respect to the Unauthorized Mail, including but not limited to, to view, read, copy, print or otherwise distribute, disseminate, disclose, or use for any purpose any content or other information on or within a piece of Unauthorized Mail. Violation of this provision may expose you to legal liability and monetary damages, as well as termination of your Account.

10. Forwarding Mail. If you request for your Mail to be forwarded by Your MC, live shipping quotes for specific carriers or delivery services may be available on the Platform. You acknowledge and agree that your purchase of Mail forwarding services is with your chosen Mail-carrying service and that the responsibility thereof and of the placement of your Mail is in the care of the selected Mail-carrying service, and neither we nor Your MC is responsible for such Mail, its arrival, and/or the speed of its delivery. You acknowledge and agree that we play no role in the physical delivery of Mail inside or outside Canada; and to that end, you further agree to indemnify and hold us harmless from any Claim (as defined below) against us that is related to such export and that you shall not name us as a “shipper of record,” “exporter,” or “forwarding agent,” or any similar term to that effect, on any document or form related to the export shipment of any Mail. You agree that you are solely responsible to update the address(es) to where you are forwarding Mail.

11. Illegal Activity. You must immediately notify us of any suspected fraudulent, unauthorized, illegal, or suspicious use of the Services or any other breach of security or unauthorized or illegal activity that you reasonably suspect in connection with the Platform. We may also block your access to, or terminate, your Account, in the event we have a reasonable basis to suspect or believe you are using your Account, the Services or the Platform for illegal purposes or in violation of the Terms.

12. Pricing. Our Platform displays the monthly and annual subscription pricing (“**Price Plan**”) as well as pricing for optional services not included in or above the included limits of a chosen Price Plan (“**Extras**”), which are incorporated into the Terms by reference. All fees resulting from Extras or Price Plans pursuant to the Terms are subject to change by us in accordance with these Terms. You acknowledge that you have web access to the schedule detailing the monthly fees and all other fees applicable to all Services, including Extras. In consideration of the Services, you agree to pay all applicable activation fees, Price Plans and Extras.

13. Billing: You agree that we may immediately charge you for all charges or monies owed by you to us. If you have chosen a monthly subscription to the Services, you will be billed for the applicable subscription fee at the start of each month and the billing merchant is “iPostal1 Canada Inc.” and that name will appear on your credit card statement. If you have chosen an annual subscription to the Services, you will be billed for the applicable subscription fee at the start of the applicable subscription year. By subscribing to or using the Services, you are expressly agreeing that we are permitted to bill you for charges associated with the Price Plan and Extras, any applicable tax, customs duties, and any other charges you may incur in connection with your use of the Services and the Platform.

As used in these Terms, “**billing**” shall indicate either a charge or debit, as applicable, against your payment method. If you want to use a different payment method or if there is a change in your credit card validity or expiration date, you may edit your payment method information in your Account. If your designated payment method reaches its expiration date, failure to update your payment method is deemed as your express agreement that we may continue, suspend, cancel, or terminate your Account at our sole discretion. Notwithstanding the foregoing, your continued use of the Services constitutes your authorization for us to continue billing your payment method and you remain responsible for any uncollected amounts. You agree not to attempt a chargeback without justified reason, and if such unjustified chargeback is attempted, we may, at our sole discretion, block, cancel, or disable your Account.

14. Duration of the Terms: You agree to be bound by these Terms upon Registration until your Account is terminated or cancelled as set forth herein and you cease to receive any of the Services and/or access to the Platform. Notwithstanding the foregoing, all unpaid amounts due to us from you shall survive the termination or cancellation of your Account and be due and payable in full immediately upon termination or cancellation of these Terms.

15. Termination and Subsequent Mail Forwarding: You may terminate your Account by giving due notice to us anytime by writing so to service@ipostal1.com or selecting Cancel Mailbox in your mailbox Account settings. There is no fee for cancelling your Account; however, you must promptly pay us any outstanding fees that are associated with your Account, and you are responsible to save, download, export, or remove all your Mail and scanned Mail data in your Account, and schedule your physical pickup of Mail of needed, prior to cancelling your Account. Upon selecting the Cancel Mailbox option, the Platform may advise you to save or and pickup your Mail prior to proceeding with the cancelation. If you decide to proceed and cancel your Account before saving your Mail or picking it up from your MC, the cancelation will take effect and , we will place your Account in “cancelled” status. Immediately upon putting an Account into cancelled status, you will no longer be able access the Platform or the Services and we will cancel

all pending Services and requests. The Mail data in your Account will be subsequently deleted and rendered unretrievable when your Account has been cancelled and your Address shall be dissociated with you and become available to other customers.

You hereby agree and acknowledge that we may, at our sole discretion, cancel the Services and terminate these Terms without cause at any time, upon at least sixty (60) days prior written notice to you. Any termination notices that we choose to give you may be provided via email, your Account, or in other electronic form.

Notwithstanding the above, we may also suspend or terminate your Account immediately if:

- (i) your behavior towards our employees, MCs, contractors, or other customers (including but not limited to those of Your MC) is deemed by us or Your MC as offensive, abusive, violent, threatening or disruptive;
- (ii) you fail to provide, or we are unable to validate, accurate contact/personal information that we require from you;
- (iii) you fail to cooperate or provide information on an investigation by a governmental agency; or
- (iv) you violate or breach any provision of the Terms or your representations or warranties provided hereunder.

You agree that the acts or omissions of any user in, on or through your Account will be attributed to you.

16. You hereby agree that upon expiration, cancellation, or termination of your Account for any reason whatsoever, and Mail addressed to you and delivered to Your MC will be rejected or returned to sender.

17. Services and Address usage after Account Closure: Immediately upon Account closure, you will no longer be able to log in to your Account and we will cancel all pending requests and Services and delete the corresponding Service requests from your Account. Upon Account closure, you are prohibited from using your Address. In the event of unauthorized use of your Address after the Account closure, if you are a business user and not a consumer under the applicable law, we may charge you a fee. We also reserve the right to initiate further legal action.

18. MC Closure, Address Change: You hereby agree that if Your MC temporarily or permanently closes its business for any reason, we may attempt to assist you with an Account transfer to an alternative MC, however we are not liable for your loss of usage of Address, any effect therefrom, nor for any physical Mail that is left in the custody of Your MC at the time of its closure. Your ability to retrieve such Mail shall be subject to applicable laws and applicable policies of Canada Post. In the event of any such transfer, we may assist you with the transfer process and you hereby 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. We also retain the right at any time to initiate a transfer of an Address from one MC to another based upon our reasonable judgment and sole discretion, change the address names; suite or office numbers; PMB numbers or other designations, in our sole discretion and without charge to you,

though we shall not be held liable for any direct or indirect impact these changes may have on you.

19. Compliance with Laws: With respect to any third parties, we will provide information about you only as required by valid legal process. In addition, you acknowledge and agree that we may share information about you, including your Registration and Account information, to the extent required to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the mental, emotional, physical, and financial safety or wellbeing of any person or legal entity, violations of these Terms or as otherwise required by law.

20. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

(a) WE DO NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION AVAILABLE ON OR THROUGH THE PLATFORM WILL BE CORRECT, ACCURATE, TIMELY OR OTHERWISE RELIABLE. WE MAY MAKE CHANGES TO THE FEATURES, FUNCTIONALITY, OR CONTENT OF THE PLATFORM AT ANY TIME. WE RESERVE THE RIGHT IN OUR SOLE DISCRETION TO EDIT OR DELETE ANY DOCUMENTS, INFORMATION OR OTHER CONTENT APPEARING ON THE PLATFORM.

(b) THE INFORMATION, CONTENT AND DOCUMENTS MADE AVAILABLE FROM OR THROUGH THE PLATFORM ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS, AND WE ARE NOT RESPONSIBLE FOR CORRUPTION OR LOSS OF DATA YOU SUBMIT THROUGH OUR SERVICES. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THE PLATFORM AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED OR OTHERWISE MADE AVAILABLE TO YOU WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE PLATFORM OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS.

(c) WE DO NOT WARRANT OR GUARANTEE THE ACCURATENESS, COMPLETENESS, ADEQUACY OR CURRENCY OF THE INFORMATION CONTAINED IN OR LINKED TO THE PLATFORM. YOUR USE OF INFORMATION ON THE PLATFORM OR MATERIALS LINKED TO THE WEBSITE IS

ENTIRELY AT YOUR OWN RISK. WE ARE NOT A LAW FIRM, AND THE PLATFORM IS NOT A LAWYER REFERRAL SERVICE. IF YOU HAVE LEGAL QUESTIONS, YOU SHOULD CONSULT COMPETENT LEGAL COUNSEL TO ENSURE THE APPROPRIATENESS, COMPLETENESS, ADEQUACY OR CURRENCY OF THE DOCUMENTS PROVIDED.

(d) YOU EXPRESSLY AGREE THAT THE TOTAL AMOUNT OF OUR LIABILITY AND THAT OF YOUR MC, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE PERFORMANCE OF THE PLATFORM AND/OR THE SERVICES HEREUNDER INCLUDING ANY DERIVATIVE CLAIMS AND ACTIONS STEMMING FROM OUR ACTIONS REGARDING OUR RELATIONSHIP WITH YOU SHALL NOT EXCEED \$100.00 (CAD) IN AGGREGATE, REGARDLESS OF THE NATURE OF THE CLAIM.

21. Fraud: You agree not to use the Services for any illegal purpose and to fully comply with all applicable laws and regulations in connection with your use of the Platform and the Services.

If we, in our sole discretion, suspect that your contact information is fraudulent or that you are attempting to use the Services or the Platform for any unlawful, fraudulent, or illegal activities, we may open and inspect your Mail and we may immediately suspend or terminate your Account and Services without refund. We may also turn over all information concerning you to applicable regulatory and/or law enforcement authorities.

You agree to indemnify us and hold us harmless from any and all Claims (as defined below) arising from such inspection of your Mail or from the release of information regarding you or your use of the Services or the Platform to such authorities, or otherwise as required by law.

22. Third Party Sites: We may periodically provide information to you, via the Platform, your Account or through emails directed to you in care of your Account, concerning other products and services provided by us or third parties for which services you may opt-in and enroll. We make this information available to you as a matter of convenience only and in doing so does not endorse any of the products, services or sites being linked or mentioned. Further we neither represent, warrant nor assume any liability or responsibility for the goods or services or the terms under which such third-party offerings are sold. We shall have no liability, obligation or responsibility for any correspondence, purchase, or promotion between you and any third party with respect to such goods and services and you agree to indemnify, defend, and hold us harmless in the event of any claim, loss or damage arising out of your communications or transactions with third parties identified on our Platform or through the Services. You acknowledge that some of our Services are provided at extra cost and in collaboration with selected business partners ("**Partner Services**"). Upon your election to enroll for any Partner Services you may be required and will acknowledge and agree in any event to the terms and conditions set forth by our partners and these serve as integral parts of the Terms. Depending on the level of our Platform's level of integration with the Partner Services, upon your enrollment for Partner Services, we will share necessary details with the relevant service provider or our business partners may contact you by email and/or phone in connection with such services. The collections, usage, and transfer of your information will be in accordance with the applicable laws, rules, regulations, agreements, and our Privacy Policy and the Privacy Policy of such Partner Service.

23. Unacceptable Use.

(a) You may not access or use the Platform or Services for or in connection with any activity that constitutes or encourages conduct that would (i) constitute a criminal offense; (ii) give rise to civil liability; (iii) violate any applicable law or industry standard, including, without limitation, any applicable laws and regulations governing intellectual property, privacy, defamation, fraud, mass email, spam, harassment, obscenity, hate-speech, export control, consumer protection, unfair competition and false advertising or any other deceptive practices; or (iv) provide us with content that may create materials that: (a) are pornographic, sexually explicit or violent; (b) reasonably likely to cause harm or could be reasonably considered as slanderous or libelous; (c) are defamatory of any person, obscene, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (d) infringe any copyright, design right, database right or trademark of any other person; (e) are likely to deceive any person, breach any legal duty owed to a third party, or promote any illegal activity; or (f) if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely blocked from our Platform.

(b) You may not access or use the Platform or Services to (i) upload, post, email, transmit, record, provide a recording or otherwise make available any information and materials that infringe a third party's right, especially privacy, publicity, and intellectual property rights; software viruses, trojan horses, worms and any other malicious application to computers and networks; or (ii) develop or create a similar or competitive product or service to the Platform or Services.

(c) You may not use the Platform or Services for any commercial or business purpose that is not expressly permitted by the Terms, including, without limitation, providing the Platform or Services to third parties by reselling, licensing, renting, leasing, transferring, lending, timesharing, assigning, mirroring, redistributing, or displaying the Platform, Services, or any part thereof, without our prior written and explicit permission.

(d) Without limiting the foregoing, you may not (i) modify any material or content that we make available on the Platform or Services, except as expressly permitted under these Terms; (ii) engage in or attempt to engage in any form of testing, scanning, crawling, scraping, probing, robotic navigating, bulk extracting or hacking the Platform or Services; (iii) interfere with, burden or disrupt the functionality of the Platform or Services; (iv) circumvent, impair or manipulate the operation of the Platform or Services; (v) work around or circumvent any technical limitations on the Platform or Services, or use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Platform or Services; (vi) embed, frame or otherwise link directly to the Platform or Services, from any other webpage, application or other resources, without our prior written permission; (vii) engage in any false, misleading or deceptive acts or practices involving the Platform or Services, or your identity, agency or affiliation with any person or entity; or (viii) breach the security of the Platform or Services, or any network or server used by the Platform or Services.

(e) To the maximum extent permitted by law, we may at any time, at our sole discretion, and without prior notice, delete, or modify any material from the Platform or Services, in whole or in part.

24. Intellectual Property Rights: Other than the Mail, all text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, and other content (collectively “**Proprietary Material**”) that you see or read on the Platform or through the Services is owned by us or our licensors. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. We own or otherwise have the right to use all Proprietary Material, as well as the coordination, selection, arrangement, and enhancement of such Proprietary Materials. The Proprietary Material is protected by the domestic and international laws of copyright, patents and other proprietary rights and laws. You may not copy, download, use, redesign, reconfigure or retransmit or reverse engineer, anything from the Services without our express prior written consent. Any use of such Proprietary Material, other than as permitted herein, is expressly prohibited without our prior, written permission. Our service marks and trademarks including, without limitation, USZoom, iPostal1 and the USZoom and iPostal1 logos are service marks owned by USZoom, LLC. Any other trademarks, service marks, logos and/or trade names appearing via the Services are the property of their respective owners. You may not copy or use any content off our Platform nor any of these marks, logos or trade names without the express prior written consent of the owner.

25. Personal Data: You hereby agree that we may process, store and transfer your personal data, including, but not limited to, your name, email address, postal address, phone number and any other Mail, documents or other information that you store in your Account (collectively, “**Personal Data**”) and use your Personal Data in the provision to you of the Services, in each case, subject to the Privacy Policy. You are entitled to revoke your permission to use your Personal Data or send us any instructions with respect to your Personal Data at any time by sending an email to dataprotection@uszoom.com with your request or instructions. Please note that revoking your permission to use your Personal Data per our Privacy Policy may trigger the immediate cancelation of your Account, if such consent is required to provide the Services.

26. Representations and Warranties: You represent, warrant and covenant that:

- (a) you have the legal power, authority and consent (if required) to Register your Account, accept these Terms and provide us with the personal information set out in your Account;
 - (b) you have not falsely identified yourself or provided any false information to gain access to the Services;
 - (c) your contact and billing information on your Account is correct and you will update it, as required in accordance with these Terms;
 - (d) you are not accessing and have not accessed the Services to commit illegal acts, or violate any provisions of these Terms, and you are not a competitor of ours and you are not acting on behalf of a competitor of ours;
 - (e) you are in full compliance with any laws, regulations, or rules applicable to the Services;
- and

(f) you are the authorized user and (if applicable) signatory to the payment mechanism used to open and maintain your Account, and agree that you are responsible for any use, activity and charges incurred by you and any other users under your Account.

You acknowledge and agree that your breach of any of these representations and warranties shall entitle us to injunctive relief (monetary damages not being sufficient remedy), as well as available monetary damages and attorneys' fees and costs, at our sole discretion.

27. Indemnity: You agree to protect, defend (at our option), indemnify and hold us, our respective affiliates, subsidiaries, parents, and their respective shareholders, officers, directors, agents, employees, independent contractors, assigns and representatives, and Your MC, harmless from and against any and all claims, losses, liabilities, causes of action, judgments, penalties, costs, damages and expenses personal injury or property damage (including reasonable legal and advisory fees) (collectively, "**Claims**") incurred by us including, without limitation other than as required by applicable law, any Claim arising from or related to:

- (a) these Terms;
- (b) the Services;
- (c) your use of, or inability to use, the Services or the Platform including, but not limited to, any copyright or privacy breach claims arising in connection with the Services;
- (d) the failure of any third party, Canada Post or any commercial delivery service to provide delivery services accurately and on time or non-delivery;
- (e) any loss, damage or destruction of your Mail by any cause whatsoever whether or not attributable to us or the Your MC (whether by negligence or omission) ;
- (f) any violation by you of any law or government regulation applicable to the Services; and
- (g) the consequences of success or attempt by third parties to serve you with legal process through the Services.

Neither we nor Your MC are liable or responsible for Mail for which Your MC has no record of receipt.

You also agree to indemnify us and Your MC from collection or remission of sales, use, or any other taxes, including, but not limited to, a failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, actions or status as your agent with respect to export transactions and filing of any shipper's export declaration on your behalf, and from any violation by you of applicable laws. In the event Your MC submits or processes any sales, use, or other tax refund claim on your behalf, you agree to cooperate fully with Your MC, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.

28. Governing Law. Regardless of your location or the location of your Mail or Your MC, these Terms are governed by the laws of the Province of Ontario and the applicable laws of Canada, without regard to any conflicts of law principles. Any references to statutes or regulations in these Terms will include any changes, amendments or extensions (as the case may be) of such statutes or regulations.

29. Electronic Communications. By using the Services or sending emails to us, you consent to receiving electronic communications from us for any communications required or permitted under the Terms. You agree that any notice, agreements, disclosure, or other communications that we send to you electronically will satisfy any legal requirements for written communication. You can opt out of receiving email communications at any time by using the unsubscribe mechanism at the bottom of each message. You can also contact us using the contact information below.

30. Non-Waiver. If any party to these Terms fails to enforce any provision hereof, or fails to exercise any right at any time, such failure shall not constitute a waiver of that or any other provision or right. Any waiver of any provision of these Terms will be effective only if in writing and signed by us and only applicable to the specific incident and occurrence so waived.

31. Assignment. You may not assign these Terms without our prior written consent. We may assign these Terms without your consent. These Terms will enure to the benefit of all successors and assigns.

32. Modification. We expressly reserve the right, at our sole and absolute discretion, to change, modify, add to, supplement or delete any of these Terms and review, improve, modify or discontinue, temporarily or permanently, the Services or any content or information provided through the Services at any time, and from time to time. Where required by applicable law, or at our discretion, we will endeavor to notify you of these changes by sending you a message to the email address (or other contact information at our discretion) associated with your Account, setting out the new clause, or the amended clause and the clause as it read formerly, and the date of the coming into force of the amendment, at least thirty (30) days in advance of the change. If any future changes to these Terms are unacceptable to you or cause you to no longer be in compliance with these Terms, you must terminate your Account and immediately stop using the Services. In such case, rather than accept the changes, you may cancel your agreement with us, without cost, penalty or cancellation indemnity, by sending us notice to that effect. Any continued use of the Services by you following any revision to these Terms constitutes your complete and unconditional acceptance of any and all such changes. We may change, modify, suspend or discontinue any aspect of the Services at any time without notice or liability other than as required by applicable law.

33. Entire Agreement, Severability. These Terms contain the entire agreement between you and us relative to the Services and supersedes all prior or contemporaneous oral or written understandings and agreements concerning its subject matter. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect.

34. Suggestions and Feedback. We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Platform and Services any suggestions, enhancement requests, recommendations or other feedback provided by you, relating to the operation of the Services or Platform. Further, you waive any moral rights you have in such feedback provided by you.

35. Force Majeure. Neither us nor Your MC will be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, pandemic, epidemic, public health emergency, natural disaster, blockage, embargo, riot, act or orders of government, act of terrorism, or war.

36. Third Party Beneficiaries. You acknowledge and agree that Your MC is a third-party beneficiary of these Terms, and that, upon your acceptance of these Terms, Your MC will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary hereof.

37. Contact Us. Our legal business name is iPostal1 Canada Inc. Please direct all comments, questions and inquiries to us at:

iPostal1 Canada Inc.

Email: service@iPostal1.com

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