

Pitney Bowes Line of Credit Terms for Shipping API Postage

You have enrolled in the Pitney Bowes Line of Credit Shipping API program (the “Line of Credit Shipping API Program”) for use in connection with the Pitney Bowes Shipping API program (the “Shipping API Program”). The following sets forth the terms and conditions of the agreement between you and The Pitney Bowes Bank, Inc. (the “Bank”) relating to your use of the Line of Credit Shipping API Program. Your use of the Line of Credit Shipping API Program will signify your acceptance of this Agreement.

1. Definitions. In this Agreement, the words “you,” “your” and “yours” means the corporation, partnership, sole proprietorship, or other business entity which participates in the Line of Credit Shipping API Program. The Line of Credit Shipping API Program is not available to individuals for personal, family or household purposes. “Account” means your Line of Credit Shipping API Account. “Agreement” means the terms and conditions stated below, or as amended by the Bank from time to time. Pitney Bowes Inc. and its subsidiaries are herein collectively called “Pitney Bowes”.

2. The Line of Credit Shipping API Program. You maintain a postage account with Pitney Bowes to fund the cost of shipping labels printed through your use of the Shipping API Program (such account, your “Postage Account”). Your Postage Account must be pre-funded to cover the costs of any shipping labels. From time to time as needed, you may effectuate credits to your Postage Account via advances made by the Bank hereunder. All credits to your Postage Account effected during each billing cycle and any applicable fees will be charged to the Account.

3. Billing. The Bank may establish billing cycles, and change them from time to time, in its sole discretion. A billing statement will be made available for each billing cycle in which there are amounts due in respect of the Account. The Bank will provide each billing statement for the Account to you on the pb.com website and will alert you via email that the statement is ready. The Bank also reserves the right to deliver any statement by mail at the address which you provided to the Bank or electronically to your email address that is then on file with the Bank. You agree to notify the Bank immediately of any unauthorized use of your Account by calling the Bank at 1-888-339-7228. If you think a billing statement is wrong, or need more information about a charge on a billing statement, call the Bank at: 1-800-243-7800. You can also notify the Bank in writing at: PO BOX 571677, Salt Lake City, UT 84157-1677. In either case, you must notify the Bank within 30 days of the receipt of the billing statement on which the error or problem first appears. Please provide to the Bank the following information: Your name and Account number; the dollar amount of the suspected error; and describe the error and explain why you believe there is an error.

4. Deferred Payment Terms. Whenever there is an advance on the Account, the Bank will charge you, and you agree to pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. There will be no grace period. The Annual Percentage Rate applicable to the Account will be the sum of (a) the highest “Prime Rate” published in the “Money Rates” section of *The Wall Street Journal* on the last business day of the month and (b) the margin referenced below (the sum of the margin and the Prime Rate is herein called the “Floating Rate”). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle, if applicable. The margin which will be added to the Prime Rate to determine the Floating Rate will be 5.00% (using the Prime Rate in effect as of July 31, 2023, the Floating Rate would be 13.50% and the corresponding daily periodic rate would be .03698%). The Account balance that is subject to a finance charge each day will include (i) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (ii) unpaid interest, fees, and other charges on the Account. The Bank will charge a minimum finance charge of one dollar in any billing cycle if the finance charge calculated above is less than one dollar. Each payment that you make will be applied to reduce the outstanding balance of the Account. The Bank will apply payments first to the portion of the balance subject to the highest finance charge and thereafter to the portion of the balance subject to the next highest finance charge until the payments have been applied in full. The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit line.

5. Account Charges. Unless prohibited by applicable law, if you do not pay the minimum payment by the due date, as such payment and due date are shown on your billing statement, you agree to pay a late charge of 0.5% of the statement balance. Unless prohibited by applicable law, if you exceed your credit limit, you agree to pay an over limit charge of \$39. If any check you give in payment of your Account is returned unpaid, for any reason, you agree to pay a fee of \$39. Unless prohibited by applicable law, if the Account has no transaction activity for a year or longer, you agree to pay an annual account maintenance fee of up to \$180. Unless prohibited by applicable law, the Bank may charge you and you agree to pay the Bank’s fees then in effect for copies of statements and other fee-based services provided by the Bank. The Bank may change the fees under the Agreement from time to time, as provided below.

6. Costs of Collection. If the Bank is required to take collection action or any other legal action in respect of amounts invoiced to you, you agree to pay all court and collection costs and reasonable attorney’s fees.

7. Financial and Other Information. Upon the request of the Bank, you agree to furnish it with current financial information about you. Upon the request of the Bank, you agree to provide your tax identification number, social security number, and other information. You understand the Bank may obtain credit reports in connection with your Account.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account, the Bank asks that you provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account to provide his/her name, address, date of birth, driver’s license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information. In order to participate in the Line of Credit Shipping API Program, you must provide the information described in this paragraph.

8. Account Cancellation and Suspension. The Bank may at any time in its sole discretion and without advance notice close or suspend the Account and refuse to allow further charges to the Account. You can close the Account by notifying the Bank in writing. Such closure shall be effective upon a reasonable period after the Bank receives notification of such closure request. No cancellation or suspension will affect your obligation to pay any amounts you owe under this Agreement.

9. Amendments to this Agreement; Notices; Termination. The Bank can amend this Agreement or any of its provisions in its sole discretion from time to time. You are consenting to the delivery of any amendments to this Agreement by mail at the address which you provided to the Bank or electronically to your email address that is then on file with the Bank. In addition, the Bank may deliver all other notices to you at any time by mail at the address which you provided to the Bank or electronically to your email address that is then on file with the Bank. Any amendment will become effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Line of Credit Shipping API Program at any time in its sole discretion and without any advance notice to you. In the event of any termination, the Bank will notify you within a reasonable period after such termination. Any outstanding obligation will survive termination of the Line of Credit Shipping API Program.

10. Miscellaneous. The Bank may accept late payments, partial payments, or checks and money orders marked “payment in full,” without compromising any rights under this Agreement. The Bank can choose not to exercise or to delay enforcement of any rights under this Agreement without compromising them. The Bank may assign the Account and this Agreement and any rights under this Agreement to a third party without notice. You may not assign this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions will remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

11. Events of Default. If you fail to meet any of the obligations due, or are in default with respect to any payments, under this Agreement or any other agreement with the Bank or its affiliates, the Bank may declare all loans, leases, or other agreements you have with the Bank due and payable at once without notice or demand, and the Bank may exercise any other rights it has. The Bank may also do this if you (a) have made any misrepresentations to the Bank, or (b) at any time, have done or allowed anything that indicates to the Bank that you may be unable or unwilling to repay the balance made under this Agreement. If you are in default of this Agreement or any payments under this Agreement or upon cancellation of the Account, whether such cancellation was made by you or by the Bank, the Bank shall not be obligated to continue to provide the Purchase Power service or extend further credit under this Agreement. If the Bank is required to take collection action or any other legal action under this Agreement or any other agreement you have with the Bank or any affiliate, you agree to pay all court and collection costs and reasonable attorney’s fees. You also agree that, subject to applicable law, the Bank and its affiliates have a lien and security interest in and right of setoff in your Account and any and all credits to and amounts in your Account. This means that if you owe money to the Bank, Pitney Bowes or their affiliates for any reason, the Bank may take the funds owed to us from any amounts in or credits due to your Account to the extent allowed by law, even without giving you prior notice.