

## EasyPermitPostage® Service Enrollment Form Mailing House Payment Service

Pitney Bowes enables you to pay your mailing vendors for your postage costs via its convenient online service, www.easypermitpostage.com. You'll enjoy the convenience of instant access to postage for your outsourced mailings. You simply transfer the funds needed and receive a bill later for the postage. You can combine payments for one or more vendors, permits and meters on one monthly invoice. And, you can choose to extend payment over time to better meet your business needs.

Please indicate below the information regarding each of the vendors you want linked to the EasyPermitPostage service:

Mailing Vendor(s) Name	Street Address	City	State	Zip Code	Contact Name	Phone Number

Please provide us with information about the outsourced mailings you wish to pay for using this service:

Annual Postage Dollars	Minimum Credit Line Requested (3-4 months of postage)	Annual Number of Mailings

- Please be aware that if your mailing vendor is not already enrolled in the EasyPermitPostage service, Pitney Bowes will contact the vendor to ask them to enroll in the program.
- As soon as your EasyPermitPostage service is established, Pitney Bowes will notify you and you can begin to send your postage payments quickly and easily through www.easypermitpostage.com.
- Please check here if you would like to receive one combined monthly invoice for your EasyPermitPostage and Purchase Power® accounts. \_\_\_\_Yes \_\_\_\_No (If only billed for metered postage by PB)
- > Please provide the following information and authorization to activate your EasyPermitPostage service:

Business Name:		
Tax ID Number:		
CAN:		
Address 1		
Address 2		
City:	State:	Zip:
Phone:		
Email Address:		
Contact Name:		

## **Customer's Authorized Signature:**

Date:

Sales Representative Name: Anthony Fabrizio

Source Code: 9N%/A @G

If you have any questions or require more information, please call 1-203-922-5036. <u>Note:</u> Please allow 30 days for your new EasyPermitPostage service to be enabled. Pitney Bowes will notify you by phone or e-mail when this process is complete so that you can begin using your account.

PLEASE FAX THIS FORM BACK TO ANTHONY FABRIZIO AT 203-617-6597

## PITNEY BOWES EASYPERMITPOSTAGE® SERVICE AGREEMENT

Effective March 1, 2013

This Agreement contains the terms and conditions governing the Pitney Bowes EasyPermitPostage<sup>®</sup> Account (the "Account") between you and The Pitney Bowes Bank, Inc. (the "Bank"). Please read this Agreement and save a copy for your records.

**DEFINITIONS.** "You" or "your" means the corporation, partnership, sole proprietorship or other business entity in whose name the Account is opened. The program is not available to individuals for personal, family, or household purposes. "Account Contact" refers to the person who signed the EasyPermitPostage Enrollment Form on your behalf. "Additional User" refers to an employee or employees designated by the Account Contact (in his or her discretion) to have access to the Account. "Business Day" means a day other than a Saturday, Sunday or other day on which banks are authorized or required to close in the State of Utah. "Transfer Date" means 1) the day on which the Bank, at your request, transfers funds to your designated mailing house, or 2) the day on which the United States Postal Service (the "USPS") debits the Bank's account to pay for the cost of permit or bulk postage in connection with a mailing conducted by you, as the case may be.

HOW THE PROGRAM WORKS. Under the EasyPermitPostage® Program (the "Program"), the Bank is granting you a line of credit that may be used for the purpose of paying for (i) permit or bulk postage and associated USPS permit fees (referred to herein as "postage costs") and (ii) for the Mailhouse Program described below, amounts payable to any mailing house included in the Program. Payment for postage will be made only to 1) a company which you designate as one of your mailing houses, provided that such mailing house is certified by the Bank to participate in the Program, or 2) the USPS through the USPS effecting a debit of the Bank's account for mailings through your permits that are linked to the Program.

<u>USPS Program (Direct)</u> - The Bank is linking certain of your USPS permits for payment of postage costs through the Bank under the Program.

Mailhouse Program - The Bank will provide the Account Contact and Additional User with the ability to authorize or advise the Bank of postage and other payments via a web interface. In the event that the web interface is unavailable, a customer service representative (a "CSR") also will be available for this purpose. In order to enter a transaction into the EasyPermitPostage® system, the Account Contact or Additional User must indicate the name of the mailing house, the amount of the payment, the designated Transfer Date and a description of the transaction of which payment is being made. A transaction entered on a day which is not a Business Day, or on or after 4:00 P.M. Eastern Time on a Business Day, will be processed by the EasyPermitPostage® system on the next succeeding Business Day. The Transfer Date may be no sooner than the first Business Day after the EasyPermitPostage® system processes the transaction and no later than 30 days after such date. The Account Contact or Additional User may cancel any scheduled payment before 4:00 PM Eastern time on the Business Day prior to the Transfer Date. The Bank will place a "hold" on your credit line in the amount of the transaction from the date you enter the transaction into the EasyPermitPostage® system until the Transfer Date. A loan will be deemed to be made to you by the Bank on the Transfer Date. On the Transfer Date, the Bank will notify the mailing house via email of the funds transfer. The Bank is providing an on-line tool for the Account Contact and Additional User to add or delete an additional mailing house to receive funds under the Program. The Account Contact and Additional User may also contact a CSR for that purpose. The Account Contact may also add or delete an Additional User via web interface or by contacting a CSR. The Bank is also providing an on-line reporting tool for you to view completed or pending transactions. The Bank is not responsible for any use of this information by you.

ACCEPTANCE AND AUTHORIZATION TO ENTER THIS AGREEMENT. By using the Account, you agree to be bound by and to comply with the terms and conditions of this Agreement. You understand that you are liable for all amounts due and owing under this Agreement.

CREDIT LIMIT. The credit limit for the Account is disclosed on the billing statement for the Account. From time to time, the Bank may adjust the credit limit on the Account in its discretion.

BILLING STATEMENTS AND PAYMENTS. You will receive a billing statement for each billing cycle in which there are amounts due in respect of the Account. The Bank reserves the right to deliver any statement by mail at the address which you provided to the Bank or electronically to the email address that is then on file for you with the Bank. The billing statement will state the payment due date and the minimum payment due for that billing period. You must pay at least the minimum payment by the payment due date each month. You may, at any time, pay more than the minimum payment, or the entire balance on the Account. The Bank may apply payments to the Account balance in any order it deems appropriate. You agree to pay the Bank in U.S. dollars from an account in a financial institution located in the United States. Payments must be sent to the Bank at the address shown on the billing statement or must be remitted electronically to the account specified by the Bank. The Bank may accept late payments, partial payments or payments marked as being "payment in full" or as a settlement of a dispute without losing any of its rights under this Agreement or under law. Accepting such payments does not change the obligations under this Agreement in any way.

TRANSACTION FEES. In addition to any other fees and charges provided for in this Agreement, you agree to pay a transaction fee which will be assessed in each billing statement in an amount equal to \$19.99, if the aggregate amount of all permit postage funded by loans hereunder during the period covered by such billing statement is less than \$2,500 and 1% of such aggregate amount if such aggregate amount is \$2,500 or greater. The Bank may change the transaction fees under this Agreement from time to time as provided below.

OTHER FEES AND CHARGES. Unless prohibited by applicable law, if you do not pay at least the minimum amount payable under this Agreement by the due date shown on your billing statement, you agree to pay a late charge of \$9.99 if your outstanding balance is less than \$30, \$29.99 if your outstanding balance is greater than or equal to \$30 but is less than \$400, \$39.99 if your outstanding balance is greater than or equal to \$400 but is less than \$2,500 and 1.99% of such outstanding balance, if such outstanding balance is greater than or equal to \$2,500. If you exceed your credit limit, you agree to pay an over limit charge of \$39. If any check you give in payment of the Account is returned unpaid, for any reason, you agree to pay a fee of \$39. If the Account has no transaction activity for a year or longer, you agree to pay an annual account maintenance fee of \$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.

**UNAUTHORIZED USE OF ACCOUNT.** You agree to notify the Bank immediately of any unauthorized use of the Account by calling Pitney Bowes at 1-888-737-6486. You understand the Bank may hold you liable even if the Account is used for an unauthorized purpose.

FINANCE CHARGES. Whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, 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. The Annual Percentage Rate applicable to the Account will be calculated as follows: the Bank will take the greater of (i) 22% and (ii) 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 set forth 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 if applicable 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. The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of November 30, 2012, the Floating Rate would be 18% and the corresponding daily periodic rate would be .049315%). 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 and replenish your available credit line. The Bank will apply payments first to the portion of the balance subject to the lowest 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.

**RESPONSIBILITY TO MAKE PAYMENT.** You understand and agree that, once the USPS debits the Bank's account on the Transfer Date, the Bank cannot reverse the payment. Upon any such debit, a loan will be deemed made by the Bank to you, and you are obligated to repay the loan in accordance with the terms of this Agreement. The Bank is not liable for any disputes you may have with the USPS concerning the mailing, the transaction or the postage amount.

**DEFAULT.** You will be in default of this Agreement if (a) you fail to comply with any of the terms or conditions of this Agreement, (b) you have made any false, inaccurate or misleading statement to the Bank or in the application for the Account, (c) you have at any time done or allowed anything that indicates to the Bank that you may be unable or unwilling to repay amounts you owe under this Agreement, or (d) you are in default of any other agreement with the Bank or with any affiliate of the Bank. If you are in default of this Agreement, the Bank may declare all amounts due on the Account to be due and payable, without notice. Upon your default, the Bank reserves the right to set-off any amount you owe under this Agreement against any amount you have on deposit with the Bank. You shall be liable for any costs and expenses, including but not limited to collection costs, attorney's fees, disbursements and costs of appeal, which the Bank may incur in enforcing its rights under this Agreement.

CANCELLATION AND RENEWAL. You may cancel the Account at any time by notifying the Bank in writing at the address on the billing statement. The Bank may suspend or cancel the Account at any time and for any reason without giving you notice, in which event the Bank shall not be obligated to continue to extend any loans to you. Even after the Account is closed, you remain liable for payment of any amounts owed on the Account according to the terms of this Agreement.

CREDIT INFORMATION. You authorize the Bank to obtain, from time to time, credit reports on you in connection with the establishment and maintenance of the Account. The Bank may share Account and other information as well as information contained in your Enrollment Form and in any credit report on you with any Bank affiliate for offers of other products or services and with third parties who may provide services in connection with the Account. As required by federal law, the Bank may request information to verify your identity.

**USA PATRIOT ACT:** 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, 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 thay your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or such other documents and information that will allow the Bank to identify him/her. In order to participate in the Program, you must provide the information described in this paragraph.

BILLING INQUIRIES. If you think a billing statement is wrong, or if you need more information about a transaction on a billing statement, notify the Bank in writing at the address that appears on the statement as soon as possible, but no later than 30 days after you received the billing statement on which the error or problem first appears. You can also call Pitney Bowes at 1-888-737-6486. Please provide to the Bank 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.

AMENDMENTS. The Bank may change the terms of this Agreement, including but not limited to the Annual Percentage Rate, at any time. Any change will apply to the balance on the Account at the time the change becomes effective as well as to any future loans. The Bank will notify you of any change in the terms of this Agreement by written notice at the address for the account which is shown on the Bank's records or by electronic notice via the email address that is then on the file for you with the Bank. You are consenting to electronic delivery of any amendments to the Program terms. If you do not consent to any change, you must cease using the Account and notify the Bank of the cancellation by the date the Bank specifies. If you use the Account on or after the date specified in the notice, you will be deemed to have consented to the change in terms. If you change your address or email address, you must provide the Bank with the new address promptly so that it may update its records.

GENERAL TERMS. You may not transfer the Account or assign this Agreement to any third party. The Bank may assign this Agreement or transfer the Account at any time to any other person or entity without notice to you. The Bank may delay enforcing this Agreement or fail to enforce any of its rights under this Agreement without losing them. This Agreement is governed by the laws of the State of Utah and applicable federal law.



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