

## DIRECT DEBIT TERMS AND CONDITIONS

These Direct Debit Terms and Conditions (“Terms”), which incorporate and include the [PB Shipping APIs Merchant Terms and Conditions (“Merchant Terms and Conditions”)], as they may be changed from time to time, govern debit transfers from your Financial Account to your Postage Account as authorized by you through the [Pitney Bowes’ Shipping API Merchant portal] (“Portal”). When you agree to authorize such transfers, you agree to these Terms. We may revise these Terms at any time by posting the revised Terms to the Portal, and your continued use of the Direct Debit capability under these Terms will constitute your agreement to such revised Terms.

**1. Definitions.** In these Terms, the words “us”, “we”, “our” and “Pitney Bowes” mean Pitney Bowes Inc. The words “you” and “your” mean the client of Pitney Bowes. The “Financial Account” means the account held by a 3rd party financial institution that you designated on the ACH set up page in your Portal account (the “ACH Set Up Page”). The “Postage Account” refers to your account to finance and track your postage funds, activities, balances and/or other handling and service fees as may be applicable, as defined in the Merchant Terms and Conditions.

**2. Direct Debit Authorization.** By agreeing to these Terms, you are authorizing Pitney Bowes to automatically initiate a debit from your Financial Account to fund the Postage Account in accordance with the settings you established in your Portal account (each a “Direct Debit”) (or, if necessary, electronically credit the Financial Account to correct erroneous debits). These Direct Debits shall continue to be processed, and your authorization will remain in full force and effect, until such time that you revoke your authorization as described in the “Revoking Your Authorization” section below or Pitney Bowes discontinues the Direct Debit capability. We may terminate or suspend your ability to fund your Postage Account with Direct Debits at any time and for any reason. You understand that the agreements and rules and regulations applicable to your Postage Account, including the Merchant Terms and Conditions, remain in effect and continue to be applicable.

You acknowledge and agree that (i) each Direct Debit will be transmitted through the Automated Clearing House (ACH); and (ii) your rights and obligations concerning a Direct Debit will be governed by, and construed in accordance with, the operating rules and guidelines of the National Automated Clearing House Association or any other regional ACH used to process payments (“NACHA Rules”), as such rules are in effect from time to time.

You further represent and warrant that (1) you agree to comply with the NACHA Rules as applicable; (2) all the information you provided on the ACH Set Up Page is true, complete and accurate; (3) the Financial Account that you designated on the ACH Set Up Page was established in the United States primarily for a business or commercial purpose and not for personal, family or household purposes; (4) the Direct Debits authorized by you under these Terms are solely to pay for postage costs pursuant to the Merchant Terms and Conditions and do not violate or would cause you or Pitney Bowes to be in violation of any laws of the United States, including, without limitation, the sanctions, laws, regulations and orders administered by OFAC, FinCEN and any state laws, regulations or orders; and (5) you will not initiate a chargeback or other request to reverse or return a Direct Debit with your financial institution except in the case of our mistake or default under these Terms.

**3. Limitation of Liability; Indemnification.** WE ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES AND PERSONAL INJURIES THAT YOU MAY SUFFER IN CONNECTION WITH YOUR USE OF

THE DIRECT DEBIT SERVICE OR ANY DIRECT DEBIT TRANSACTION, INCLUDING ANY FAILURE OR DELAY IN FUNDING YOUR POSTAGE ACCOUNT, EXCEPT TO THE EXTENT OF OUR MISTAKE OR OTHER DEFAULT UNDER THESE TERMS, AND IN SUCH CASE ONLY TO THE EXTENT OF THE AMOUNT OF THE IMPROPERLY OR FAILED DIRECT DEBIT. You agree to indemnify and hold Pitney Bowes, its employees, agents, and/or assigns harmless from and against any and all causes of action, claims, liabilities or costs (including reasonable attorneys’ fees) that arise against Pitney Bowes, its agents, employees and/or assigns by reason of (i) having relied on the information provided by you; (ii) related to Pitney Bowes providing the Direct Debit service pursuant to these Terms; or (iii) our inability to debit funds from your Financial Account or make funds available in your Postage Account except where such inability is directly due to our mistake or default under these Terms that was within our control.

**4. Availability of Funds.** Funds debited from your Financial Account will typically become available in your Postage Account within 3-5 business days. The availability of funds in your Postage Account may be delayed for any other reason, including but not limited to:

- We believe a Direct Debit transaction will not be successful (i.e. we could not validate your Financial Account);
- The Direct Debit is returned for insufficient funds;
- You previously had a Direct Debit that was returned unpaid;
- There is an emergency or circumstance beyond our control, such as failure of communications or computer equipment.

During a delay, where funds may not be available in your Postage Account, you may not be able to use your Postage Account for postage costs, as further described in the Merchant Terms and Conditions.

**5. Insufficient Funds.** Any insufficiency of available funds in your Financial Account with respect to a Direct Debit may result in the delayed funding or non-funding of your Postage Account. We are not responsible for such delays or non-funding or for any related fees assessed by your financial institution or other third-party, including but not limited to late payment fees or bank fees charged for insufficient funds.

If a Direct Debit transaction is returned or unpaid, we will assess a return fee of \$50.00. We will attempt to re-present the returned or rejected Direct Debit to your Financial Account up to two (2) additional times. The financial institution that holds your Financial Account may impose its own fee for each Direct Debit, including for any returned entries due to insufficient funds. You should refer to your financial institution’s account agreement for more information.

You agree to reimburse us immediately within two days for any losses arising directly or indirectly from any returned or rejected Direct Debit and will pay us any fee applicable to such returned or rejected Direct Debit.

**6. Revoking Your Authorization.** You may revoke your authorization for Pitney Bowes to automatically process Direct Debits under these Terms by calling us at 855.393.8874, Monday thru Friday except holidays between 7:00 a.m. and 7:00 p.m. Eastern Standard Time (EST). You must notify us at least 2-3 business days before the scheduled payment date. You acknowledge that once a Direct Debit transaction is submitted, your authorization for that Direct Debit may not be amended or modified and we have no obligation to honor any request for a stop payment, correction, reversal or recall of that Direct Debit.

