

Mailbox Service Agreement

The Mailbox Service Agreement (the "Agreement") is entered between the Parties herein identified as the Customer and The UPS Store® identified on page two of this Agreement, (the "Store"). The Customer has entered into this Agreement to utilize the Personal Mailbox ("PMB") address printed below for receiving mail and parcel deliveries from Canada Post and Private Courier Companies such as UPS, and others. The Customer understands that the Store's facilities may not be used for any illegal or illegitimate purposes prohibited by the Canada Post Corporation Act or the regulations hereunder. The Customer agrees that the Store, acting as agent for the receipt of mail and parcels only, is authorized to sign for all shipments addressed to the Customer, or any Joint Holder included in this Agreement. The Customer acknowledges that the Store may not accept any mail or parcel deliveries on behalf of addressees not specifically listed on this Agreement. Additional names may be added to this Agreement at any time following the date of execution. The Customer acknowledges that delivery of items to names not previously provided to the Store on this Agreement may be returned to sender and listed as "Unknown at this Address".

The Customer further acknowledges that its use of the mailbox assigned under this Agreement shall be in conformity with all applicable Federal, Provincial, and local laws. The Store agrees that all information provided by the Customer is strictly confidential, and may not be disclosed, except when legally compelled or required. The Store is entitled, upon receipt of valid identification and a written order, or other authorization (where required) to provide a copy of this Agreement to law enforcement or governmental officials. The Store must also comply with any Court Orders requiring information, or access to mail or parcels being held on behalf of the Customer. Possession of a mailbox key is considered by the Store to be valid evidence that the possessor is duly authorized to remove any contents from any mailbox rented under this Agreement. The Customer acknowledges that for security purposes, the Store may require identification in cases where the Customer has requested access to the contents of their mailbox without their mailbox key.

Mailbox service fees are all due and payable at least 6 months in advance. There will be no proration's or refunds for early cancellation of service. Accounts are delinquent after the due date and mail will be held pending payment. A late fee of \$10.00 will be charged if payment is not received within five (5) days of the due date. Services may be terminated at the option of the Store fifteen (15) days after the due date. If arrangements are not made for the forwarding of mail when the relationship has expired, cancelled, or is terminated, the Customer's mail will be returned to sender. Upon cancelation of service, the Store will forward the Customer's mail for 30 days, provided the Customer pays the postage, packing materials, and service fees in advance. A pre-paid deposit is required for this service. Thereafter, if the Customer requires forwarding of mail, additional fees will be required and charged for this service. The Customer acknowledges that Canada Post regulations prohibit the execution of a Change of Address Order to facilitate the forwarding of mail from Commercial Mail Receiving Agencies such as The UPS Store®. Therefore, it is the responsibility of the Customer to advise people sending mail and parcels of a new address in the event the Customer cancels this Agreement at a future date.

The customer further agrees that the Store may terminate or cancel this Agreement for cause at any time by providing seven (7) days written notice. Cause shall include but is not limited to: 1) abandonment; (2) use for criminal, illegal, or illegitimate activity; 3) failure to pay monies owed the Store; 4) use of mailbox inconsistent with this Agreement, including receipt of unreasonable volume of mail. 5) Receipt of mail and packages inconsistent with mailbox size. If your box is full and has not been emptied, you will be called and asked to pick up your mail. If this is not done within 5 business days or we cannot reach you at the number you have provided, your mail box will be terminated, and all mail returned. Renewal of this Agreement for additional terms shall be at the Store's sole discretion.

Shipments imported into Canada from the US and other countries may require the payment of duties, taxes, and brokerage charges. These charges cannot be pre-determined by the Store. It is the Customer's responsibility to investigate the cost of importing goods prior to the shipment arriving in the Store. Such charges may be invoiced by the courier several weeks following the date of delivery. The Customer agrees to pay all applicable charges associated with the delivery of their goods to the Store upon receipt of invoice. C.O.D. items will be accepted *only* if prior arrangements have been made and payment in advance is left with the Store. The Customer further agrees to protect, indemnify, and save harmless the Store from and against all claims, demands, and causes of personal injury or property damage arising from such use or possession; for failure of Canada Post to deliver on time or otherwise any items including mail and parcels, for damage to or loss of mailbox contents by any cause whatsoever; and for any violation by the customer of applicable Federal, Provincial, or local laws.

The Customer herein agrees that the total liability of the Store for all claims is limited to \$50.00 regardless of the nature of the claim. (Customer's initials _____)

Your address for postal
and courier deliveries is:

Your Name and or Company Name
_____ - 250A Eglinton Ave East
Toronto, ON, M4P 1K2

Individuals or businesses herein referred to as Joint Holders may receive mail and parcels under the terms of this Agreement in addition to the Customer. Each Joint Holder must be listed in space provided below. In the event the Joint Holder is not a family member of the Customer, sharing the same family surname, the Joint Holder must complete a separate Mailbox Service Agreement and present identification. All mail or parcels received for individuals or businesses not listed under the terms of this agreement will be refused for delivery and returned to sender.

1. _____ 2. _____ 3. _____

I hereby agree to the terms and conditions set forth by this Agreement.

The Customer: _____ (Please Print)

Customer's daytime telephone number: _____ Email: _____

Customer's current physical address: _____

Signature: _____ Date: _____

For the Store Use, Only

Box Number: _____ Contract term: _____ Renewal date: _____

Personal Plus: _____ Business: _____ Corporate: _____ Rental fee: \$ _____

Set of Keys (Mailbox Key and Front Door Key) \$20.00: _____

The UPS Store® Associate: _____

Two forms of identification are required, one of which must include a photograph. Acceptable forms of identification include the following. (Identify which form of ID was presented for inspection)

- Canadian Forces Identity card
- Canadian National Institute for the Blind (CNIB) ID card*
- Canadian/Foreign Passport
- Certificate of Indian Status Card
- Driver's license (Canadian / Foreign)
- Firearm Acquisition / Firearm Possession card
- Health card with photo where not prohibited
- Permanent Resident card
- Provincial / Territorial Identification card

**Plus
One of these**

- Bank card
- Birth certificate
- Credit card
- Passport
- Student ID card

The UPS Store® #293
250A Eglinton Ave East. Toronto, ON M4P 1K2
Tel 416-482-5855 Fax 416-482-8141
store293@theupsstore.ca www.theupsstore.ca/293

The UPS Store® locations in Canada are independently owned and operated by licensed franchisees of MBEC Communications Inc., master licensee of The UPS Store, Inc., a subsidiary of United Parcel Service of America, Inc. The UPS Store® and other UPS® trademarks are owned by United Parcel Service of America, Inc. and used under license. Services and hours of operation may vary. The UPS Store® operates in full compliance with the Personal Information and Electronics Documents Act (PIPEDA) and all applicable Provincial legislation with respect to all personal information. A copy of our Privacy Policy is attached here for your reference.