

PUROLATOR WEB SERVICES END USER AGREEMENT

(Version 2.0)

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS WHICH GOVERN THE USE OF YOUR APPLICATION TO INTERFACE WITH THE SYSTEMS OF PUROLATOR COURIER LTD. (“**PUROLATOR**”) AND YOUR USE OF CERTAIN WEB SERVICES. UPON SIGNING THIS AGREEMENT BELOW, YOU AGREE THAT THIS DOCUMENT WILL CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN PUROLATOR AND YOU AS THE PUROLATOR ACCOUNT HOLDER. THE PERSON SIGNING BELOW REPRESENTS AND WARRANTS TO PUROLATOR THAT THEY HAVE THE LEGAL AUTHORITY TO BIND THE PUROLATOR ACCOUNT HOLDER TO THIS AGREEMENT.

IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT SIGN THIS AGREEMENT AND YOU MAY NOT INTERFACE WITH THE SYSTEMS OF PUROLATOR OR USE THE WEB SERVICES.

“**YOU**” REFERS TO THE PUROLATOR ACCOUNT HOLDER IDENTIFIED AT THE END OF THIS AGREEMENT OR IDENTIFIED DURING THE ELECTRONIC REGISTRATION PROCESS, AND “**YOUR**” HAS A CORRESPONDING MEANING.

1. Definitions. All capitalized terms used in this Agreement are either defined in this Section 1 or elsewhere in this Agreement.

“**Agreement**” means the combination of: (1) this Purolator Web Services End User Agreement; and (2) all other related terms and conditions applicable to the Web Services (including all manuals, policies and procedure published by Purolator, including on its web site at www.purolator.com); all of which may be updated, supplemented or otherwise modified by Purolator or its affiliates in its sole discretion at any time by posting a revised version of the Agreement or any of its components at www.purolator.com. You acknowledge that it is Your obligation and responsibility to periodically review the terms and conditions of the Agreement at www.purolator.com for any updates and revisions thereto.

“**including**” or “**includes**” means including (or includes) without limitation.

“**Materials**” means any technical resource materials provided or made available from time to time by Purolator in connection with the Web Services. Materials include any text, tools, graphics, manuals, software, specifications, programming and all updates and modifications thereto.

“**Person**” means an individual, sole proprietorship, partnership, firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, limited liability company, unlimited liability company or any other legal entity.

“**Web Services**” means Purolator’s web based services to support and facilitate shipping, tracking, estimates and return services, access to which has been integrated directly into Your website or on-line store through Your Application.

“Your Application” means a software application developed by You or another Person on your behalf, and approved by Purolator pursuant to the Purolator E-Ship Resource Centre Agreement that will enable You to interface with Purolator’s systems and use the Web Services.

2. Grant.

(a) Purolator grants You, upon and subject to the terms and conditions of this Agreement, a no fee, limited, revocable, non-exclusive, non-transferable license to use the Materials and one or more of Your Applications for the purpose of accessing and using the Web Services. This license is only granted in those countries and locations designated by Purolator.

(b) You will comply with all applicable laws of all applicable jurisdictions. You agree not to use the Web Services or any of Your Application in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; or (ii) may be considered defamatory, discriminatory or otherwise malicious or harmful to any person or entity.

3. Intellectual Property Rights.

(a) You acknowledge that Purolator holds and retains all rights, title and interest, including all intellectual property rights, in and to the Web Services and the Materials (including any derivative works thereof) and is not transferring any right, title or interest to You.

(b) You will not copy, modify, adapt or reproduce the Materials other than to create one or more of Your Applications solely in the form and in the manner permitted by Purolator.

(c) Purolator grants You, upon and subject to the terms and conditions of this Agreement, a no fee, limited, revocable, non-exclusive, non-transferable license to use the Purolator trade names, product names, word marks, service marks and logos (hereinafter collectively the "**Purolator Marks**") as specified by Purolator in the Materials. You may not use the Purolator Marks for any other purpose. You may not alter in any way any Purolator Mark, including by distorting, animating or changing the color, font or proportions of any Purolator Mark, combining it with any other name, mark or logo, or changing any Purolator Mark in any manner that is likely to cause confusion, mistake or deception regarding any products and/or services offered by Purolator.

(d) You acknowledge that Purolator holds and retains all rights, title and interest in and to the Purolator Marks, and that all use of the Purolator Marks by You shall inure to the benefit of Purolator. You will not claim, whether in whole or in part, any right, title or interest in the Purolator Marks. You may not use the Purolator Marks in any manner that is likely to cause confusion, mistake, or deception regarding whether Purolator sponsors or endorses Your Application or whether Your Application is affiliated, associated, or connected with Purolator. You may not use the Purolator Marks to advertise, sell, market or otherwise distribute any products or services.

(e) Upon Purolator’s request, You agree to submit to Purolator (or a Person designated by Purolator) for review and approval, any screen shots and other content included in Your Application used by You to access and use the Web Services. You agree to make any changes to Your Application requested by Purolator in order to conform to the requirements set out in this Agreement. All submissions and changes are at Your sole expense.

(f) Your Applications will include only accurate references to Purolator and the Web Services. Your Application, Materials and Purolator Marks may not be used in such a way that, in Purolator's sole judgment, may damage Purolator's reputation or goodwill. You will not at any time do or knowingly permit to be done any act or thing that would in any way impair Purolator's right, title and/or interest in the Web Services, the Materials or the Purolator Marks.

(g) Purolator acknowledges that, although Purolator holds and retains all rights, title and interest in and to the Web Services, the Materials (and any derivative works thereof) and the Purolator Marks, all rights, title and interest in and to Your Application is held and remains with You.

4. Use Requirements and Restrictions

(a) You agree and warrant that the name, address and account information provided by You or on Your behalf when You register for the Web Services is correct and You agree immediately to notify Purolator of any changes in the name, address and/or account information details.

(b) You will be provided with a password upon completing the production registration process for the Web Services. You are responsible for maintaining the confidentiality of the password and account, and for all activities that occur under Your password or account including for payment of all charges generated through the use of Web Services under Your account number. Purolator reserves the right to change access requirements without prior notice including if Purolator has any security concerns. You agree to immediately notify Purolator of any unauthorized use of Your password or account or any other breach of security.

(c) You will follow the instructions provided by Purolator in writing from time to time governing the use of the Materials, the Purolator Marks, and/or the Web Services.

(d) You may not remove, obscure, or alter any trademark or copyright notice of any Purolator Mark, or other notice of any intellectual property or proprietary right appearing on or contained within the Web Services and/or Materials.

(e) You will not use or allow Your Application to be used in any manner which adversely affects the functionality of the Web Services or Purolator's computer servers or systems.

(f) You agree to provide any information or materials relating to Your Application that is requested by Purolator for the purpose of verifying Your compliance with this Agreement. You agree that Purolator may track and monitor Your Application for the purpose of verifying Your compliance with this Agreement. You agree not to block or interfere with such tracking or monitoring. In the event that You fail to comply with this requirement, You agree that Purolator will have the right to use any available technical means to overcome such blocking or interference.

(g) You will not, without the prior written consent of Purolator, store or retain any component of the Web Services or the Materials in a database, server network or other similar repository, either with or without a central location, in a manner that allows other Persons, not authorized by Purolator, to share or access the Web Services or the Materials. In addition, You shall not use or facilitate the use of any alternative means (i.e., robots, spiders, scraping, or other technology) to use, query or access the Web Services or the Materials to obtain any information, other than as expressly allowed under this Agreement.

5. Term, Suspension and Termination.

(a) The term of this Agreement will commence upon your acceptance of the terms and conditions of this Agreement and will continue in full force and effect (subject to the rights of termination set out in this Agreement) until You are no longer using the Materials, Your Application and/or the Web Services.

(b) This Agreement may be terminated at any time by either You or Purolator effective five (5) days upon written notice to the other party. This Agreement may be terminated immediately by Purolator without notice if You or anyone for whom You are responsible fails to comply with any provision of this Agreement or any instructions regarding the Web Services, the Purolator Marks or the Materials.

(c) If Your Application is suspected or determined by Purolator, in its sole discretion, to interfere in any manner with the functionality or proper working of the Web Services or to be otherwise unsuitable or incompatible (including due to Your failure to make changes and upgrades to Your Application) Purolator may, without any notice to You, immediately: (i) suspend Your access to and use of the Web Services; and/or (ii) terminate this Agreement.

(d) Upon termination of this Agreement for any reason, You must cease all use of the Web Services, the Materials and the Purolator Marks (including those Materials and Purolator Marks included in Your Application) and destroy all copies and derivative works thereof.

6. Purolator Systems, Downtime and Service Suspensions.

(a) You acknowledge that: (i) Your access to and use of the Web Services and/or the Materials may be suspended from time to time for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Web Services and/or the Materials for any reason, including as a result of power outages, system failures or other interruptions; and (ii) Purolator may, but is not required to, suspend access to any portion or all of the Web Services and/or the Materials at any time: (A) to permit Purolator to conduct maintenance or make modifications to any portion of the Web Services or the Materials; (B) in the event of a denial of service attack or other attack on the Web Services or any other event that Purolator determines, in its sole discretion, may create a risk to the Web Services, the Materials, to You or to any of its other customers if access to the Web Services or the Materials are not suspended; or (C) in the event that Purolator determines that any Web Service, or any portion of the Materials, is prohibited by law or Purolator otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). Purolator shall have no liability whatsoever as a result of any Service Suspension under any circumstances.

(b) Purolator makes no assurance that the Purolator computer servers and systems will continue to be operated or configured in such a way that allows Your Application to continue to be able to connect to Purolator and access and use the Web Services using the methods described in the Materials, and Purolator reserves the right to make changes in its computer servers and systems, in whole or in part. If You are required to make any programming changes to Your internal hardware and software systems or Your Application to enable You to use the Materials, Your Application and/or the Web Services, such changes shall be at Your sole expense and risk.

7. Feedback.

In the event that You elect to communicate to Purolator any data, comments, suggestions or other information relating to improvements to the Web Services, the Materials, or to the Purolator Marks (collectively, "**Feedback**"), Purolator will own all rights, title, and interest in and to the same, even if You have designated the Feedback as confidential, and Purolator will be entitled to use the Feedback without restriction or compensation to You. You agree not to assert that the copying, modifying, making derivative works of, use, sale, licensing, offer for sale or license, import or exploitation of any Feedback by Purolator infringes or violates any of your rights including contractual, proprietary or intellectual property rights. Nothing contained in this Agreement shall restrict Purolator from using any ideas, concepts, know-how, processes or methodologies relating to the Web Services, the Materials or the Purolator Marks that You may disclose in connection with this Agreement.

8. Confidentiality and Public Announcements.

(a) The Materials provided to you under this Agreement are confidential and proprietary to Purolator ("**Confidential Information**"). You will hold all such Confidential Information in strict confidence and not use such Confidential Information other than in connection with the use of the Web Services under this Agreement. You will not disclose such Confidential Information to any Person without the prior written consent of Purolator. Notwithstanding the foregoing, You may disclose the Confidential Information to Your employees, advisors and agents (collectively, the "**Representatives**"), having a need to know the Confidential Information in order for You to carry out the activities authorized by this Agreement. You will be responsible for any breach of these confidentiality provisions by Your Representatives.

(b) You acknowledge that disclosure of any Confidential Information of Purolator in contravention of this Section may cause significant harm to Purolator and that remedies at law may be inadequate to protect against a breach. Accordingly, Purolator will be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it.

(c) Upon expiry or termination of this Agreement, or within fourteen (14) days after receipt of a request from Purolator, You will destroy or permanently delete (at Purolator's option) all or any part of the Confidential Information.

(d) You will not make any public announcements regarding this Agreement or any of the subject matter hereof without the prior written consent of Purolator, which consent may be unreasonably withheld.

9. Access and Use by Your Representatives.

Where You permit your Representatives access to and Use of the Materials and the Web Services, You will: (1) make them aware of the terms and conditions of access and use set out in this Agreement; (2) be fully responsible for any breach of this Agreement by Your Representatives; and (3) be fully responsible for payment of all charges generated through their use of Web Services.

10. Disclaimer of Warranty.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE, ON YOUR BEHALF AND ON BEHALF OF YOUR REPRESENTATIVES, THAT THE WEB SERVICES, THE MATERIALS AND ALL OTHER DATA, INSTRUCTIONS AND INFORMATION PROVIDED BY PUROLATOR IN CONNECTION WITH THE WEB SERVICES ARE PROVIDED ON AN "AS IS" AND "AS

AVAILABLE" BASIS, AND THAT ANY USE BY YOU AND YOUR REPRESENTATIVES (IF APPLICABLE) IS AT YOUR SOLE RISK.

PUROLATOR EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (1) PUROLATOR DOES NOT WARRANT OR REPRESENT THAT (A) THE WEB SERVICES OR THE MATERIALS WILL MEET ALL OR ANY OF YOUR REQUIREMENTS; (B) THAT THE OPERATION OF THE WEB SERVICES OR THE MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE; (C) THAT ANY DEFECT IN THE WEB SERVICES OR THE MATERIALS WILL BE CORRECTED; OR (D) THAT ITS SYSTEMS WILL NEVER BE INFILTRATED BY HACKERS OR OTHER UNAUTHORIZED USERS. FURTHERMORE, AND (2) PUROLATOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RESULTS OF YOUR USE OF THE WEB SERVICES OR THE MATERIALS IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY, RESPONSE TIME OR OTHERWISE.

11. Indemnification.

You will indemnify and hold harmless, Purolator, its affiliates and their respective officers, directors, employees, agents, representatives, successors and assigns from all fines, costs, actions, claims, losses, damages, demands, expenses, orders and judgments, including reasonable legal fees (collectively "**Claims**") arising out of or relating to: (A) any and all Applications; or (B) Your or Your Representatives' installation, use and/or removal of the Web Services, the Materials and the Purolator Marks.

12. Limitation of Liability.

Under no circumstances will Purolator or any of its affiliates or any of their respective employees, officers, directors, agents, representatives, successors or assigns be liable for any direct, indirect, special, incidental, punitive, exemplary, consequential or other damages or for loss of use, profits, data or business arising in any way connection with this Agreement whether based in tort (including negligence), contract (even if based upon a claim of fundamental breach or breach of a fundamental term), product liability, statute or under any other theory of law even if Purolator, or an authorized representative or agent of Purolator, has been advised of the possibility of such damages or losses. You acknowledge that Purolator does not charge for the Web Services or the other rights and benefits provided under this Agreement and that the forgoing limitation of liability is reasonable in the circumstances and that Purolator would not have entered into this Agreement without the benefit of such limitations.

13. Notices.

Any notice, request, consent or approval required or permitted to be given in connection with this Agreement (for the purposes of this Section 13, a "**Notice**") will be given in writing and will be sufficiently given if delivered as set out below by mail, electronic mail, facsimile, or via Purolator's courier services.

If to Purolator:

Purolator Courier Ltd.
5995 Avebury Road
Suite 100
Mississauga, ON L5R 3T8

Attention: Purolator Account Holder Sales Representative
Fax: (905) 712-6775
Email: webservices@purolator.com

If to You: by general posting at www.purolator.com or to the name and address, email address or facsimile number set out below or provided by You in the registration process.

Notwithstanding the above, Purolator may provide notice by general electronic posting to the various Purolator web sites. Any such notice shall be effective and deemed received when posted.

You agree to maintain an email address throughout the term of this Agreement and not unsubscribe or otherwise interfere with your receipt of electronic communications from Purolator including any notices relating to the Web Services.

14. Relationship of Parties.

Neither party will act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way bind or commit the other to any obligations. Nothing contained in this Agreement will be construed as creating a partnership, joint venture, agency, trust or other association of any kind, nor as creating any obligations of exclusivity between the parties. Neither party is responsible to any end user for the quality of services or products provided directly by the other party or warranties or claims relating to such products.

15. Waiver.

Failure by Purolator to exercise promptly any right granted herein, or to require strict performance of any obligation imposed hereunder, will not be deemed a waiver of such right unless made in writing by Purolator, and no waiver will be deemed a continuing waiver unless it is expressly stated to be a continuing waiver.

16. Severability.

The provisions of this Agreement are to be considered separately, and if any provision hereof should be found by any court of competent jurisdiction to be invalid or unenforceable, this Agreement will be deemed to have effect as if such provision were severed from this Agreement.

17. Assignment.

Purolator retains the right to assign, transfer or sublicense all or any part of this Agreement to any Person at any time without notice to You. You may not assign, transfer or sublicense this Agreement to any third party without the prior written consent of Purolator.

18. Export.

You (i) assume all responsibility for compliance with, and are in compliance with all laws and regulations of Canada or the country in which You accessed the Web Services and the Materials regarding export, re-export and import of the Web Services or the Materials and any related or underlying information, technology, process, product or service; and (ii) will not export or re-export any technology or information from the Web Services or in the Materials.

19. Privacy and Data.

In the event that you provide Purolator with any **Personal Information** (as such term is defined in the *Personal Information Protection and Electronic Documents Act*) Purolator will: (A) limit its uses, disclosure and retention of the Personal Information to that set out in the Purolator Privacy Statement published on Purolator's web site at www.purolator.com (as amended from time to time) or as reasonably required for the purposes of providing access and use of the Web Services and/or the Materials; and (ii) use commercially reasonable efforts to safeguard the Personal Information while it is in Purolator's possession or under its control. You will, prior to providing the Personal Information to Purolator, obtain any consent that may be required from an individual in respect of Purolator's collection, use or disclosure of the information.

20. Governing Law.

The Web Services and the Materials are administered by Purolator in Ontario, Canada. You agree that this Agreement and all disputes or other matters arising out of it shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. You agree to attorn to the jurisdiction of the courts of the Province of Ontario.

21. Entire Agreement.

This Agreement (and ,where applicable, the Purolator Web Services Soft Launch Agreement and the Purolator E-Ship Resource Centre Agreement): (i) constitutes the entire agreement between You and Purolator with respect to the Web Services, the Materials, the Purolator Marks and Your Applications and supersedes all other prior agreements or understandings, both written and oral; and (ii) is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

22. Shipping Services.

This Agreement does not cover the provision of any shipping services. The terms governing Your shipments are contained in the terms and conditions of service set out at www.purolator.com, the terms and conditions set out on any applicable Bill of Lading and the terms and conditions set out in any agreement You have with Purolator governing the provision of shipping services (collectively, the "**Shipping Terms and Condition**"). Notwithstanding the foregoing, You acknowledge and agree that any of your customers or end users using Your Application to send shipments do so on Your behalf (in each case "**Your Agents**") and, as such Your Agents are bound by the Shipping Terms and Conditions.

23. Survival.

The applicable provisions of Sections 1, 3, 5, 7, 8, 9, 10, 11, 12, 13, 15, 18, 19, 20, 22 and 23 will survive the expiration or termination of this Agreement together with any other provision which is expressly or by its nature survives termination.

24. Amendments.

No amendment, supplement, modification or waiver of this Agreement will be binding on Purolator unless executed in writing by Purolator to be bound thereby.

By signing below You agree to be bound by and subject to the terms and conditions of this Agreement. The effective date of this Agreement will be the date on which Purolator receives an executed copy of this Agreement pursuant to the Notice provisions set out in Section 13 (unless otherwise agreed to by the parties).

COMPANY NAME: _____

Signature of person authorized to sign: _____

Printed Name of person signing: _____

Title: _____

Date: _____