

1. Introduction

- 1.1. We are **Stannp Direct Mail SaaS Incorporated**, an Ontario corporation with its principal office at **2727 Steeles Avenue West, Suite 1032, North York, Ontario, M3J3G9** (referring to ourselves as "**Stannp**", "**we**", "**us**" and "**our**" in these Terms).
- 1.2. These terms of service for www.stannp.com/ca (the "**Website**") constitute a legal agreement and are entered into by and between you and Stannp. The following terms, together with any documents and/or additional terms they expressly incorporate by reference (collectively, the "**Terms**") govern your access to and use of, including any applications, features, content, functionality, and services offered on or through the Website made available by us (collectively, the "**Services**"). We offer an online platform (the "**Platform**"), accessible via our Website, which enables access to the Services.
- 1.3. By accessing or using the Services, including signing up on the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms.
- 1.4. The provisions of the Carrier Terms (as defined below) are hereby incorporated into the Terms. In the event of any conflict or inconsistency between these Terms and the provisions of the Carrier Terms, these Terms shall prevail to the extent of such conflict or inconsistency, except as required by applicable law or the mandatory requirements of a third party carrier.
- 1.5. We may update these Terms from time to time for legal, regulatory, or business reasons, or to allow the proper operation of the Services. Any material updates will be notified to you via the email address provided when you signed up to our Platform and Service. Any other updates will only be notified to you via an announcement on the Platform. Such updates will apply to the use of the Services after we have given such notice. You may cease using our Platform and Services if you disagree with any update we make. Your continued use of our Platform and Services following the relevant notice shall mean that you accept and agree to the changes.
- 1.6. If you were previously a customer of Stannp Inc. ("**SI**"), your agreement with SI has been novated to us with effect from the date upon which you begin to use our Services (the "**Novation Date**"). From the Novation Date: (a) we assume all rights and obligations of SI under your existing agreement as if we were the original contracting party; (b) SI is fully released and discharged from all obligations under that agreement; (c) if you were mid-term on a Subscription Account at the Novation Date, your subscription shall continue on its existing terms with us until the end of the then-current subscription period; (d) any credit balance held by SI on your behalf shall be transferred to and honoured by us; and (e) any campaigns in draft stage at the Novation Date shall be treated as Customer Materials under these Terms and processed by us in accordance with these Terms. Your continued use of the Platform after the Novation Date constitutes acceptance of this novation.

2. Definitions and Interpretation

- 2.1. **Definitions:** In these Terms the following definitions and rules of interpretation shall apply:
 - 2.1.1. **Authorized User** means each individual user to whom an account administrator gives access to the Platform to utilize the Services, who has agreed to be bound by these Terms, and who may be any employee, contractor, agent or other authorized individuals of the Customer;

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- 2.1.2. **Business Contact Information** or **BCI** means an individual's name, title, business address, business telephone number, and business email address used for the purpose of communicating with that individual in relation to their employment, business, or profession.
- 2.1.3. **Carrier Terms** means the terms and conditions of Canada Post Corporation or such other third party postal carrier as Stannp may choose at its sole discretion relating to inland postal services, as published on their website from time to time;
- 2.1.4. **Charges** means the total amount payable by the Customer in connection with the Services and access to the Platform, comprising (a) Stannp Fees, being the fees charged by Stannp to remunerate it for providing the Services and the license granted to the Customer to access and use the Platform (including the Intellectual Property subsisting therein); (b) Third-Party Costs, being any fees or expenses incurred by Stannp in providing the Services that are payable to third parties, including, for example, Canada Post Corporation or other third-party carriers; (c) Taxes, being any applicable taxes, levies, duties, or governmental charges imposed in connection with the provision of the Services; and (d) Cancellation Fees, being any fees payable pursuant to Clause 7.4.2. The total Charges payable by the Customer will depend on the Customer's Payment Plan, as published on the Website from time to time, and as may be varied or supplemented under these Terms;
- 2.1.5. **Credit Account** has the meaning set out in Clause 3.3.2 below;
- 2.1.6. **Customer** means the legal entity or individual who creates an account on the Platform and agrees to be bound by these Terms, and who is the contracting party with Stannp for the provision of the Services, and includes each individual Authorized User of the Customer;
- 2.1.7. **Data Protection Legislation** means all applicable Canadian federal and provincial privacy laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA), applicable provincial Personal Information Protection Acts (PIPA), Quebec's Act respecting the protection of personal information in the private sector (Law 25), and all binding guidance and codes of practice issued by relevant privacy commissioners or supervisory authorities applicable to a party;
- 2.1.8. **Effective Date** means the date on which you sign up to access and use the Platform;
- 2.1.9. **Electronic Mailing Item** means an SMS, email or any other non hard-copy medium which is subsequently processed and sent by Stannp under the Service through means other than postal services;
- 2.1.10. **End Customer** means the Customer's recipient of Mailing Items or Electronic Mailing Items, to whom the mailing campaigns are directed;
- 2.1.11. **Indicator** means the marks, impressions, or other devices applied by Stannp on each Mailing Item and Electronic Mailing Item;
- 2.1.12. **Intellectual Property** means all present and future rights in inventions, designs, copyrights (including software), trade marks (including domain names and social media handles and

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associated goodwill), confidential information (including know-how and trade secrets), and all other intellectual property rights in Canada and worldwide, including extensions, renewals, applications, and licenses;

- 2.1.13. **Mailing Item** means a physical item, including a letter, postcard, greeting card or any other hard-copy medium processed and sent via physical delivery by Stannp (or such other third party postal carrier as Stannp may choose at its sole discretion);
- 2.1.14. **Mailing Profile** means the agreed parameters of each Mailing Item and Electronic Mailing Item (as applicable) to be electronically conveyed by the Customer to Stannp as set out on the Website and/or Platform and as may be varied or supplemented under the provisions of these Terms;
- 2.1.15. **PAYG Account** has the meaning set out in Clause 3.3.1 below;
- 2.1.16. **Payment Plan** means the Charges applicable to a Credit Account, PAYG Account or Subscription Account (as applicable);
- 2.1.17. **Quebec Language Laws** means the Quebec *Charter of the French Language*, as amended by Bill 96 (also known as *Law 14*), and any associated regulations, rules, or updates implemented within the Province of Quebec, Canada.
- 2.1.18. **Services** means the access to and use of the Platform and use of the Service Elements as further described in Clause 3;
- 2.1.19. **Service Elements** means the distinct parts of the overall Services, as further described in Clause 3, and published on the Website;
- 2.1.20. **Subscription Account** has the meaning set out in Clause 3.3.3 below;
- 2.1.21. **Support Service** means the Service Element which, if opted for, provides a Customer with support services in relation to the Services, subject to the subscription level chosen by the Customer;
- 2.1.22. **Term** has the meaning set out in Clause 9;
- 2.1.23. **you** means the Customer, or an Authorized User using the Platform on behalf of the Customer, as applicable; and
- 2.1.24. **VAR** means, Value Added Reseller, being a partner licensed to resell the Stannp product and provide additional services or products to the Customer.

- 2.2. **Interpretation:** Words denoting the singular include the plural and vice versa and words of any one gender include reference to both genders. References to a "person" include natural persons, corporations, companies, firms, associations and organizations. References to "including", "include" and "in particular" shall be construed as illustrative and deemed to mean respectively "including without limitation", "include without limitation", "In particular without limitation". References in these Terms to any statute, statutory provision or regulation include all amendments, extensions, re-enactments,

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consolidations, and statutory instruments or orders made under it. Clause headings are included for convenience of reference only and shall not affect the interpretation of these Terms.

3. The Service, the Service Elements and the Stannp Charges

- 3.1. **Service Elements:** Stannp offers various Service Elements as part of the Services that the Customer may opt to choose and benefit from depending on the Customer's Payment Plan. Stannp may add, modify, or remove existing or new Service Elements at its sole discretion, provided that, for Subscription Accounts, Stannp will use reasonable efforts to ensure that the Services remain substantially consistent with the subscription level selected by the Customer at the start of the subscription period. Access to certain Service Elements, or limitations on the quantity or rates of use, may require the Customer to maintain a Subscription Account. Functional details, permitted usage volumes, and any license limitations of Service Elements are available within the Platform and may be updated by Stannp from time to time.
- 3.2. **General:** Stannp offers the Services on either a free or on a paid Payment Plan depending upon the combination of Service Elements chosen by the Customer. All Customers are considered to have a 'free to use' account unless they select a paid Payment Plan. The availability of any Payment Plan may depend on the Customer satisfying credit, background, or other eligibility requirements as determined by Stannp in its sole discretion. Stannp may, from time to time, be required by law to perform checks on the Customer's creditworthiness and to verify that payments for Services comply with applicable anti-money laundering and terrorist financing laws, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. The Customer hereby authorizes Stannp to conduct such checks, to obtain information from third parties as necessary, and to share relevant information with regulatory authorities or financial institutions to comply with applicable legal obligations.
- 3.3. **Payment Plans:** Stannp offers various payment plans in respect of the Charges applicable to the use of the Services via the Platform, which invoicing and payment arrangements are as follows:
 - 3.3.1. **Pay-As-You-Go ('PAYG') Account:** The Customer must maintain a prepayment balance sufficient to cover Charges prior to using the relevant Service Element, using a payment method accepted by Stannp via the Platform. Stannp may require additional prepayments at its discretion.
 - 3.3.2. **Credit Account:** Credit Accounts are granted at Stannp's sole discretion, on a case-by-case basis, and subject to any credit requirements. Stannp may revoke or refuse to offer Credit Accounts at any time, including for failure to meet credit requirements.
 - 3.3.3. **Subscription Account:** Customers with a PAYG or Credit Account may opt to subscribe to an annual Subscription Account. Subscription Account options, including the combination of Service Elements offered, are detailed on the Website. Invoices for Subscription Accounts may be issued monthly or annually, as specified on the Platform, and are payable within 30 days of the invoice date. Upgrades to a higher Subscription Account may be activated via the Platform at any time; such upgrades will terminate the existing subscription and commence a new subscription term. Any remaining Charges from the prior subscription will be credited toward the new subscription invoice. Termination of a Subscription Account during an active subscription period will only take effect at the end of the subscription period. Charges already paid are non-refundable.

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3.4. Varying Charges

- 3.4.1. **For your non-compliance:** Stannp may vary the Charges, acting reasonably and upon written notice to the Customer, if Mailing Items or Electronic Mailing Items do not comply with the applicable Mailing Profile or other requirements under these Terms.
- 3.4.2. **For PAYG Accounts and Credit Accounts:** Charges may be increased with 14 days' written notice. The Customer may terminate their use of the Platform and Services under Clause 9.1 if they do not agree to any increase.
- 3.4.3. **For Subscription Accounts:** Charges in respect of Subscription Accounts are fixed for the applicable subscription period. However, from time to time, Stannp may change the Subscription Account Charges. You will be notified at least 45 days in advance of Stannp applying any such changes to your Service subscriptions. Unless otherwise set forth in your account details accessible via the Platform, such changes will not affect the prices for the current Service during the then-current subscription term and will only become effective upon your next renewal term that commences at least 45 days after Stannp's notification of such change. Notwithstanding the foregoing, Stannp may review and increase the direct mail prices based on price increases impacting our production and fulfilment services on 14 days' written notice.
- 3.4.4. **Add-On Subscriptions:** During a subscription term: (a) additional volume or licenses added to existing subscriptions will be billed pro-rata based on the remaining subscription period; and (b) new subscriptions for items not already subscribed to will be billed pro-rata at the then-current list price.
- 3.4.5. **Cancellation and Pricing Reversion:** Upon cancellation of a Subscription Account or downgrade to a PAYG or Credit Account, any previously applied custom pricing or discounts will no longer apply. Charges will revert to the standard rates in Stannp's then-current rate card unless otherwise agreed in writing.

3.5. Credit Card Surcharge Information

- 3.5.1. Stannp may apply a surcharge per order for credit card payment processing.
- 3.5.2. The surcharge covers the additional bank charges associated with handling, formatting, and processing credit card payments.
- 3.5.3. By submitting an order that includes a credit card, the Customer acknowledges and accepts this surcharge.
- 3.5.4. This surcharge does not apply to consumer transactions in Quebec, where credit card surcharges for consumers are prohibited by applicable law.

3.6. Management of Stock in Inactive Accounts:

- 3.6.1. If a Customer does not use the platform for a period of more than 90 days, Stannp reserves the right to provide the Customer with 30 days' notice to request instructions on how the Customer

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would like its stock to be managed. This notice will be sent to the email address associated with the Customer's account.

- 3.6.2. If no instructions are received within 30 days of such notice, Stannp may, at its discretion, take one or more of the following actions: continue storing stock and charge a monthly storage fee; return stock to the Customer at the last known shipping address, with all shipping costs charged to the Customer's account; or dispose of or recycle the stock with any disposal fees charged to the Customer's account.
- 3.6.3. Risk of loss or damage to the stock shall remain with the Customer at all times, except to the extent caused by Stannp's gross negligence or wilful misconduct.
- 3.6.4. Stannp shall have a possessory lien over the Customer's stock for any unpaid storage, handling, shipping, or disposal fees, and may exercise its rights under such lien until all outstanding amounts have been paid in full.
- 3.6.5. Stannp will make reasonable attempts to contact you using the information provided in your account before taking any action regarding your stock. It is your responsibility to ensure that your contact information is kept current and accurate.

4. Grant of Access and License to use the Platform

- 4.1. **Account Creation:** All users are required to create an account to access the Platform and the Services. Account creation may occur directly if you are an account administrator, or via an invitation sent by an account administrator following the administrator's account setup for the entity on whose behalf you are permitted to use the Platform and receive the Services.
- 4.2. **License Grant:** Subject to creating an account in accordance with Clause 4.1 above you are hereby granted a non-exclusive, non-sublicensable, non-transferable, revocable right to access and use the Platform to receive the Services for the entity on whose behalf you are authorized to act, solely for its business purposes and in accordance with these Terms. This right is limited to the Services selected and, where applicable, paid for by the Customer or its administrator.
- 4.3. **Administrator Responsibilities:** Account administrators shall ensure all Authorized Users are made aware of and comply with these Terms. Administrators are responsible and liable to Stannp for any breach of these Terms by Authorized Users, including any damages, costs, or losses incurred by Stannp as a result of such breaches.
- 4.4. **User Management:** Upon account creation, login credentials will be provided to access the Platform and the Services. Administrators must provide the first and last name, contact email, and permission level for each Authorized User through the Platform to grant access. Administrators shall promptly update this information to reflect any changes in Authorized Users.
- 4.5. **Prohibited Activities:** You shall not, except as expressly permitted under these Terms:
 - 4.5.1. license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available in any way any part of the Platform or its content;

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- 4.5.2. deploy within the Platform any spider, robot, web crawler or other automated query program;
 - 4.5.3. re-use and/or aggregate any content or material available via the Platform;
 - 4.5.4. introduce data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - 4.5.5. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form the Platform, except as may be allowed by any applicable law;
 - 4.5.6. attempt to obtain, or assist others in obtaining, access to or taking content from the Platform, other than as may be authorized under these Terms;
 - 4.5.7. introduce, disclose, or disseminate any data or content to or through the Services or Platform that: is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; promotes sexually explicit or pornographic material or violence, or promotes unlawful discrimination contrary to applicable human rights legislation; promotes any illegal activity, or advocates, promotes, or assists any unlawful act; causes annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person; impersonates any person, or misrepresents your identity or affiliation with any person or organization; or gives the impression that they emanate from or are endorsed by Stannp or any other person or entity, if this is not the case.
- 4.6. **Platform Acknowledgments:** You acknowledge that completion of registration, including agreement to these Terms, is required; you shall keep passwords issued to or set by you secure; if you discover that the Platform is being accessed and used by third parties who are not Authorized Users or have not entered into an agreement with us permitting them to use the Services, you agree to inform us immediately of such unauthorized use or any other known or suspected breach of security and to use reasonable efforts to stop immediately any such unauthorized use or breach that is known or suspected by you; and we may audit Authorized User access once per month with five business days' notice, and any unauthorized credentials identified must be immediately disabled by the Customer.
- 4.7. **Service Availability:** You acknowledge and agree that the Services are delivered online via the Platform. Stannp will use reasonable efforts to ensure availability and minimize disruption, but continuous access cannot be guaranteed. Stannp may modify features, operation, or appearance of the Platform at its sole discretion without prior notice.
- 4.8. **Error Reporting:** You shall promptly notify Stannp of any errors or incompleteness in the Platform. You agree not to exploit any such errors and Stannp may recover any advantage gained, including associated costs, damages, and expenses.
- 4.9. **Third Party Links:** Any links to third-party websites or platforms are accessed at your own risk. Stannp is not responsible for content, accuracy, or any loss or damage resulting from use of such links.

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4.10. **API and Developer Tools:** The following terms apply if Stannp permits you to use Stannp's API to connect the Services to a third-party service and/or to use the Developer Tools to develop application(s) that interoperate with the Services.

4.10.1. **Definitions:** For the purposes of this Clause 4.10:

4.10.1.1. **"API"** means Stannp's application programming interface for the Services, as updated from time to time at Stannp's sole discretion;

4.10.1.2. **"Developer Tools"** means the development components, developer tools, deployment tools and other documents and materials that Stannp makes available from time to time for the development, testing, operating or maintaining of applications that interoperate with the Service; and

4.10.1.3. **"FOSS"** (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying modification or redistribution, require such software or derivative works thereof to be disclosed and/or distributed in source code form, to be licensed for purposes of making derivative works, or to be redistributed free of charge.

4.10.2. **License Grant:** Subject to your compliance with these Terms, and the payment of any applicable fees, Stannp grants you a limited, revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable license to: (a) use the Developer Tools only to develop, test, operate and maintain software for your use with the Services ("**Your Software**"); and (ii) access the API to process, analyze or display Customer Data. Parts of the Developer Tools provided under open source licenses are governed by the terms of such licenses.

4.10.3. **Ownership:** Stannp owns all right, title and interest in the API and Developer Tools including any configurations, customizations, modifications, enhancements, updates and revisions thereof, and you own all right, title and interest in Your Software, including any configurations, customizations, modifications, enhancements, updates and revisions thereof.

4.10.4. **Responsibilities and Warranties:** You are responsible for protecting the confidentiality of any API access credentials in your possession or control. You may not share your API access credentials or otherwise act to circumvent any account limitations or restrictions. In using the API and Developer Tools, you agree to protect the privacy and legal rights of Authorized Users, End Customers, and third parties. You represent and warrant that your use of the Developer Tools, API and Your Software: (i) will comply with all applicable laws (including export laws) and regulations; (ii) will not contain any virus, malware, or spyware; (iii) will not violate these Terms or any policies established by us for the operation of interoperable applications; (iv) will not adversely impact the speed, security or integrity of the Services; (v) will not circumvent or render ineffective our technological and other measures to secure, protect and control the Services; and (vi) will not use any FOSS in a way that would cause the non-FOSS portions of the Services to be subject to any FOSS licensing terms or obligations.

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- 4.10.5. **Monitoring and Breach:** Any breach of this Clause 4.10 is a material breach of these Terms. Stannp may monitor use of the API for any reason. Stannp is not responsible for customer's misuse of End Customer data or other personal information obtained through the API.
- 4.11. **Purchase Through a VAR:** The following supplemental terms apply if you purchase a subscription to the Services through an authorized VAR.
- 4.11.1. **Order Terms:** If you place an order for the Services with a VAR:
- 4.11.1.1. such document shall constitute an "**Order**" hereunder;
 - 4.11.1.2. your payment obligations under such Order shall be to the VAR; and
 - 4.11.1.3. your acceptance of such Order shall be an acceptance of these Terms, provided that any transactions solely between you and the VAR are outside these Terms.
- 4.11.2. **VAR Administration:** The VAR may administrate the renewal of your subscriptions to the Services at their discretion.
- 4.11.3. **Support:** First-tier technical support for the Services will be provided by the VAR, unless otherwise set forth in the Order.
- 4.11.4. **Payment Obligations:** Non-payment of fees owed to a VAR under an Order shall constitute a material breach of these Terms.
- 4.11.5. **Data Access:** If you grant a VAR access to End Customer data or any other personal information or to your Services account, such access shall constitute consent to the disclosure of End Customer data and any other personal information to the VAR pursuant to Clause 11 below, and you will be responsible for terminating such access.
- 4.12. **API Calls and Contact Limits:** The number of API calls you can make is limited to that set out under your Subscription Account. Exceeding licensed limits may incur additional fees, billed at current list prices or contracted rates. Our failure to notify you of additional fees does not relieve you of such fees.
- 4.13. **Special Product Terms:** Certain Service Elements or modules may be governed by additional terms. Agreed terms become part of these Terms.

5. Stannp's Responsibilities

- 5.1. **Platform Availability:** Stannp shall use its reasonable efforts to make the Platform available, except for where:
- 5.1.1. planned downtime is scheduled for system repair or maintenance;
 - 5.1.2. unscheduled maintenance in the case of actual or anticipated emergency takes place, such as a security incident or a known or suspected personal data breach; or
 - 5.1.3. unavailability for reasons outside Stannp's reasonable and expected control occurs.

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- 5.2. **Service Performance:** Stannp shall, to the extent required for the provision of the Service under this Agreement:
- 5.2.1. perform the Service substantially in accordance with this Agreement and with reasonable care and skill;
 - 5.2.2. comply with all applicable laws, and
 - 5.2.3. maintain all licenses and consents that are needed to provide the Service and license the use of the Platform to you.
- 5.3. **Third Party Services:** Certain elements of the Service, including final sortation and delivery of Mailing Items, may be provided using Canada Post Corporation or any other third-party postal carrier at Stannp's sole discretion. Stannp will use reasonable care and skill in selecting and managing such third parties. However, Stannp makes no guarantees regarding the performance, reliability, or delivery timelines of any third-party service and shall not be liable for any delays, errors, or failures caused by such third parties.
- 5.4. **Cross Border Deliveries:** Where the Services involve the delivery of Mailing Items across international borders (including from Canada to the United States), the Customer acknowledges that: (a) such dispatches may be subject to the laws of the destination jurisdiction, including customs, postal, and consumer protection laws; (b) the Customer is solely responsible for ensuring compliance with all applicable laws of the destination jurisdiction, including any restrictions on the content or nature of Mailing Items; and (c) Stannp shall not be liable for any delays, seizures, or failures arising from cross-border regulatory requirements. Stannp will use reasonable efforts to notify the Customer of any known restrictions applicable to cross-border dispatches.
- 5.5. **Delivery Timelines:** Unless expressly stated otherwise, time is not of the essence for Service availability or delivery dates. Any delivery dates provided by Stannp are estimates only. Stannp shall not be liable for any failure to meet estimated delivery dates, whether arising under this Clause 5, for breach of contract, or otherwise, including for any consequential or indirect loss.

6. Your Obligations to Stannp

- 6.1. **Customer Warranties and Undertakings:** You hereby warrant, represent and undertake to Stannp that:
- 6.1.1. you shall submit each Mailing Item, Electronic Mailing Item and any other materials to Stannp in accordance with these Terms, including the applicable Mailing Profile, Platform specifications, and any instructions provided by Stannp. Stannp reserves the right, in its sole discretion, to reject or refuse to process any Mailing Item, Electronic Mailing Item, or other materials that fail to comply with this Clause 6.1.1;
 - 6.1.2. you shall ensure that each Mailing Item, Electronic Mailing Item and any other materials, and your use of the Services, comply with all applicable laws and regulations, including Data Protection Legislation, Canada's Anti-Spam Legislation (CASL) (including any applicable CRTC rules), the Competition Act, and all applicable federal and provincial laws governing electronic and physical communications and direct marketing. For greater certainty, you are the sender of each Mailing Item and Electronic Mailing Item and are solely responsible for obtaining,

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maintaining and being able to evidence all required consents, permissions and opt-in/opt-out records. Any breach of this Clause 6.1.2 shall constitute a material breach of these Terms, and Stannp shall have no liability for any failure of the Mailing Item, Electronic Mailing Item, or other materials to comply and where you rely on implied consent under CASL, you are solely responsible for ensuring that such implied consent has not expired and for maintaining records sufficient to evidence the basis and currency of any consent relied upon. Stannp, Canada Post Corporation, or any third-party postal carrier selected by Stannp may, at their discretion, open, inspect, or refuse to process Mailing Items and Electronic Mailing Items to verify compliance;

- 6.1.3. you shall, at your own expense, obtain and maintain, all equipment, software, and systems necessary to convey Mailing Items, Electronic Mailing Items, and other relevant materials to Stannp for processing under the Service, and shall ensure such equipment, software, and systems comply with specifications or requirements set out in these Terms;
- 6.1.4. you shall be responsible for ensuring that the Platform is compatible with your existing software applications and devices on which you access and use the Platform. Stannp shall not be liable to you where your use of the Platform is incompatible with such devices or existing software applications or where such use causes corruption, interruption, a breach of license or other errors in respect of your existing software applications, devices or systems;
- 6.1.5. you shall promptly provide any and all information that Stannp may reasonably request from you from time to time;
- 6.1.6. you are solely responsible for the quality, accuracy, format, and suitability of all artwork, designs, images, data, and creative materials (including address data and recipient data) that you or your Authorized Users provide to Stannp or upload to the Platform, including any defects, errors, or quality issues in such materials that may impact the final printed or electronic output. Stannp shall not be liable for problems arising from defective, inaccurate, incomplete or unsuitable materials or instructions provided by the Customer. For clarity, nothing in this Clause 6.1.6 limits Stannp's responsibility for errors caused by Stannp's processing, printing or production that materially deviate from the applicable Platform specifications or the Customer's compliant instructions.
- 6.1.7. you warrant that you have all rights and lawful authority (including all required consents, notices and permissions) to collect, use, disclose and provide to Stannp (and for Stannp to process on your behalf) any recipient data, End Customer data, address data, and other personal information or data that you upload to the Platform or otherwise provide in connection with the Services, and that your instructions to Stannp will not cause Stannp to breach any applicable law.
- 6.1.8. you shall provide, maintain and apply any required suppression lists, opt-out/unsubscribe lists, "do not contact" lists, change-of-address updates, and campaign targeting rules, and you are responsible for ensuring the accuracy and legality of recipient lists and campaign parameters. Stannp may rely on the accuracy and completeness of all information and instructions you provide, and has no obligation to independently verify consents, lawful basis, or recipient eligibility.

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- 6.2. **Intellectual Property and Customer Materials:** You warrant, represent and undertake to Stannp that you have (and will maintain) all rights, licences, consents and permissions necessary to provide to Stannp, and to authorize Stannp to use, reproduce, print, format, store, transmit and deliver, all Mailing Items, Electronic Mailing Items, templates, artwork, designs, images, trademarks and other materials that you or your Authorized Users upload to the Platform or otherwise convey to Stannp in connection with the Services (collectively, “**Customer Materials**”), including for Stannp to exercise the licence granted under Clause 8.3. You further warrant that the Customer Materials and Stannp’s use of the Customer Materials in accordance with your instructions and these Terms will not infringe, misappropriate or otherwise violate any Intellectual Property or other rights of any third party.
- 6.3. **Quebec Language Compliance (Bill 96)**
- 6.3.1. **Customer List Ownership and Control:** For all campaigns and deliverables involving delivery within Canada, Stannp provides a platform and software that transmits your digital print files and address data to independent, third-party printing and mailing facilities located inside Canada. The Customer maintains exclusive, 100% operational control over its mailing databases, list validation, address formatting, and final geographic recipient targeting.
- 6.3.2. **Quebec Language Warranties:** The Customer explicitly acknowledges that the physical distribution of printed materials within the Province of Quebec is regulated under Quebec Language Laws. The Customer warrants and represents that it will not utilize the Service to target or distribute physical mail to any address inside the Province of Quebec unless the printed materials—including all commercial, advertising, promotional, or marketing publications, catalogues, brochures, and folders—are drafted in both the French and English languages, or otherwise satisfy Quebec Language Laws' requirements for bilingual commercial advertising, in each case in accordance with Stannp's then-current Quebec content requirements as published on the Platform.
- 6.3.3. **Platform and Printer Indemnification:** The Customer agrees to defend, indemnify, and hold completely harmless Stannp, its corporate affiliates, directors, officers, employees, and its third-party Canadian printing, fulfillment, and logistics partners from and against any and all third-party claims, civil lawsuits, notices of non-compliance, material seizures at fulfillment hubs, or administrative penalties (including daily compounding statutory fines levied by the *Office québécoise de la langue française* (“**OQLF**”) or delivery holds by Canadian postal authorities) arising directly out of the Customer's breach of this Clause 6.3 or the transmission of non-compliant content into Quebec.
- 6.3.4. **Right to Intercept and Purge:** Stannp and its printing partners reserve the right, but not the obligation, to run automated string-parsing and postal code checks on all uploaded distribution lists to verify compliance with the bilingual requirement in Clause 6.3.2. Stannp reserves the right to immediately isolate, hold, or permanently purge any print files or target recipients matching Quebec postal code prefixes (**G, H, or J**) that fail to meet that bilingual requirement, without liability, credit, or refund obligations to the Customer.

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7. Stannp Payment Terms

- 7.1. **Payment Obligations:** The Customer shall pay all Charges in accordance with the applicable Payment Plan and as set out on the Website and in Clauses 3.3 to 3.5. All Charges are due in full and in cleared funds on or before the applicable due date, without set-off, counterclaim, deduction, or withholding of any kind, unless expressly agreed in writing by Stannp.
- 7.2. **Late Payments:** Without prejudice to any other rights or remedies available to Stannp under these Terms or at law, if the Customer fails to pay any Charges on or before their due date: the Customer shall pay interest on the overdue sum from the due date until payment in full, whether before or after judgment, at a rate equal to 4% per annum above the Bank of Canada policy rate (as may be amended from time to time), or the maximum rate permitted by applicable law, if lower, accruing daily and compounded monthly; and Stannp may, in its sole discretion, suspend access to part or all of the Services and Platform until payment has been made in full. Such suspension shall not affect the Customer's obligation to pay all Charges or limit Stannp's other rights under these Terms.
- 7.3. **Currency and Taxes:** All Charges payable to Stannp under these Terms are in Canadian Dollars (CAD) and, unless otherwise expressly agreed in writing, are exclusive of applicable taxes including Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), and any other applicable federal or provincial sales taxes, duties, levies, or other governmental charges. The Customer is solely responsible for all applicable taxes, and any currency conversion fees or bank charges arising from payment.
- 7.4. **Termination Charges:** This Clause 7.4 applies to PAYG Accounts and Credit Accounts only and does not apply to Subscription Accounts:
- 7.4.1. If the Customer terminates any PAYG Account or Credit Account Service Element after Stannp has commenced performance, the Customer remains responsible for (i) all Charges incurred up to the effective date of termination, and (ii) all pass-through or third-party charges, postage, carrier charges and supplier costs that have been incurred or irrevocably committed by Stannp in connection with the terminated Service Element.
- 7.4.2. In addition, where Stannp has incurred non-cancellable costs or administrative expenses in connection with the terminated Service Element (including production setup, fulfillment preparation, storage, handling, restocking, disposal, or return shipping), Stannp may charge a cancellation fee equal to Stannp's reasonable, documented costs and expenses attributable to the terminated Service Element. Any such cancellation fee will not exceed the Charges applicable to the terminated Service Element (excluding taxes) and will be invoiced and payable within 14 days of the invoice date.

8. Intellectual Property

- 8.1. **Stannp's Intellectual Property:** Stannp (and its licensors, where applicable) exclusively owns all right, title, and interest, including all Intellectual Property rights, in and to the Service and the Platform, and any suggestions, enhancement requests, recommendations, or other feedback provided by you or your Authorized Users relating to the Services or the Platform (collectively, "**Stannp IP**"). Nothing in these Terms transfers any ownership in Stannp IP to the Customer or any Authorized User.

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- 8.2. **Customer's Intellectual Property:** Subject to Clause 8.3, as between Stannp and the Customer, the Customer retains all right, title and interest in and to all templates, designs, artwork, images, trademarks, Mailing Items, Electronic Mailing Items and other materials provided by the Customer or its Authorized Users in connection with the Services (collectively, "**Customer IP**"). For clarity, End Customer data and any Personal Data (as defined in Clause 11) is governed by Clause 11 (Data Protection) and is not treated as Customer IP.
- 8.3. **License to Use Materials:** To enable Stannp to perform the Services, you hereby grant Stannp a non-exclusive, worldwide, royalty-free, sublicensable license to use, reproduce, modify, adapt, distribute, display, aggregate, or otherwise exploit the Customer IP or other materials you provide ("**Materials**") solely for the purposes of providing the Service. This license terminates automatically on termination of these Terms, except to the extent any continued use is reasonably required to wind down services or comply with legal obligations.
- 8.4. **Indicator Ownership:** The Customer acknowledges that all right, title and interest in and to the Indicators are and shall remain vested in Stannp, and that all goodwill arising from the use of the Indicators inures to the benefit of Stannp. The Customer shall not use the Indicators except as expressly permitted under these Terms or with Stannp's prior written consent.
- 8.5. **Limited Rights:** Except for the limited, revocable right to access the Platform and use the Services as expressly granted under Clause 4, you acquire no rights, title, or interest in or to the Platform, the Services, or Stannp IP.
- 8.6. **Third Party Infringement:** The Customer shall provide such reasonable assistance as Stannp may request (at Stannp's expense) in connection with the protection or enforcement of Stannp IP, provided that such assistance shall not require the Customer to disclose Customer Confidential Information or Customer Data except as reasonably necessary and subject to appropriate confidentiality protections.
- 8.7. **Feedback License:** You grant Stannp a non-exclusive, worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual license to use or incorporate any suggestions, feedback, or enhancement requests you provide regarding the Platform or Services for any purpose, including improving or developing the Services and Platform.
- 8.8. **Indemnity:** The Customer shall indemnify, defend, and hold harmless Stannp, its officers, directors, employees, and agents from and against any and all claims, demands, liabilities, losses, damages, costs, or expenses (including reasonable legal fees) arising out of or in connection with: any claim that the Customer IP, Materials, or any content provided by the Customer or its Authorized Users infringes, misappropriates, or otherwise violates the intellectual property rights, publicity rights, or other rights of any third party; the Customer's use of the Services in violation of these Terms or applicable law; or any breach by the Customer or its Authorized Users of Clauses 8.2 or 8.3. This indemnity shall survive the termination or expiration of these Terms.
- 8.9. **Use of Customer Brand and Marketing Materials for Promotional Purposes:** You grant Stannp a non-exclusive, royalty-free, worldwide licence to use your company name, logo, and representative examples of your campaigns to promote Stannp's services, including on its website, in sales materials, and in case

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studies. You warrant that you have authority to grant this licence and that its exercise will not infringe any third-party rights.

1. Term and Termination

1.1. Term Duration:

- 1.1.1. If you do not have a paid Subscription Account, these Terms (and your right to access and use the Platform and the Services) commences on the Effective Date and continues until terminated by either party upon 30 days' prior written notice.
- 1.1.2. If you have a paid Subscription Account, these Terms commence on the Effective Date and continue for an initial period of one year, automatically renewing for successive one-year periods (or such other renewal term specified in the applicable renewal order), unless either party provides written notice of non-renewal at least 30 days prior to the end of the relevant subscription period. Charges for any renewal will be at Stannp's then-current list price or formally quoted renewal pricing set out in the applicable renewal order (if any), subject to Clause 3.4, and will apply only to the renewal term.
- 1.1.3. If you terminate only the Subscription Account but continue to access and use the Platform and Services, payment obligations and terms will revert to those applicable to PAYG or Credit Accounts under Clauses 3.3, 3.3.1, and 3.3.2.
- 1.1.4. A Customer may elect not to renew a Subscription Account, or to downgrade from a Subscription Account to a PAYG Account or Credit Account, by providing notice of non-renewal in accordance with Clause 9.1.2. Any downgrade will be effective only at the end of the then-current subscription period unless Stannp agrees otherwise in writing.

1.2. **Stannp's Right to Suspend:** Stannp may, at its sole discretion and immediately upon written notice, suspend all or part of the Service if:

- 1.2.1. you breach or otherwise fail to comply with these Terms;
- 1.2.2. you fail to pay any undisputed amount due and remain in default 30 days after being notified in writing to make such payment;
- 1.2.3. you hold a PAYG Account or do not have a paid Subscription Account and you have not made use of any Service Element using such account for a period of no less than 6 months, provided that Stannp has given you at least 30 days' prior written notice of its intention to suspend or terminate the account for inactivity and you have not reactivated the account during such notice period.
- 1.2.4. you attempt to execute or submit any print campaign destined for physical addresses matching Quebec postal code prefixes (**G, H, or J**) containing unilingual English or non-compliant content in violation of Clause 6.3, or if Stannp exercises its purging rights under Clause 6.3.4 at any time for your account.

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- 1.3. **Termination for Cause:** Either party may terminate these Terms with immediate effect upon written notice if the other party:
- 1.3.1. breaches a term that is incapable of remedy, or, if capable of remedy, fails to remedy the breach within 14 days of notice;
 - 1.3.2. suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;
 - 1.3.3. commences negotiations with creditors for rescheduling debts, proposes or enters into any compromise or arrangement with creditors, other than for a solvent amalgamation or reconstruction;
 - 1.3.4. files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any Canadian federal or provincial bankruptcy or insolvency law;
 - 1.3.5. is subject to an application made to court, or an order is made, for the appointment of a receiver or receiver-manager, or a notice of intention to file a notice of intention to make a proposal under the Bankruptcy and Insolvency Act (Canada) is given or a receiver, receiver-manager or trustee is appointed;
 - 1.3.6. suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - 1.3.7. has a receiver appointed over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party; or
 - 1.3.8. any event analogous to the events described in Clauses 9.3.2 to 9.3.7 shall occur in any jurisdiction in which the other party is incorporated or resident or carries on business.
- 1.4. **Effect of Termination:** Upon termination:
- 1.4.1. all undisputed Charges that have been invoiced and remain unpaid, and all Charges accrued for Services performed up to the effective date of termination (including any pass-through third-party, carrier, postage, production, storage, handling, restocking, disposal and return shipping costs incurred or irrevocably committed by Stannp), shall become immediately payable as a debt on demand;
 - 1.4.2. where a Subscription Account is terminated by Stannp for cause under Clause 9.3, any unpaid subscription Charges for the remainder of the then-current subscription period shall become immediately payable;
 - 1.4.3. your rights to access the Platform and use the Services shall immediately cease and your account shall be terminated;
 - 1.4.4. where termination occurs under Clause 9.2.3, Stannp may apply any remaining credit balance against any outstanding Charges or fees owing by the Customer. Any remaining credit balance

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will expire only after Stannp has provided at least two notices to the Customer (at least 30 days apart) to the account email address and/or through the Platform, and the Customer has not reactivated the account or provided instructions to use such balance;

- 1.4.5. **Data on Termination:** Personal Data held by Stannp will be handled in accordance with Clause 11.10. For the avoidance of doubt, most Personal Data is deleted from live systems immediately on account deletion and from backup systems within 30 days; billing and tax records are retained for the minimum period required by applicable law, in each case as further described in Clause 11 and Stannp's Privacy Policy;
- 1.4.6. any rights and obligations that have accrued to either of us at the date of termination or are intended to come into or continue to be in force on or after termination (whether expressly or by implication) will remain enforceable after termination.

2. Allocation of Risk between you and Stannp

- 2.1. **Exclusion of Implied Terms:** The express terms of these Terms replace all warranties, representations, conditions, terms, undertakings, or obligations that would otherwise be implied by statute, common law, custom, trade usage, course of dealing, or otherwise, whether in these Terms or in any collateral agreement, all of which are excluded to the fullest extent permitted by law.
- 2.2. **Service Disclaimer:** Subject to the express provisions of these Terms, Stannp does not make any representation or warranty as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Services, including the Platform. Neither we nor our licensors represent or warrant that: the use of the Services, including the Platform, will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; the quality of the Services, including the Platform, will meet your requirements or expectations; the server(s) that make the Platform available are free of viruses or other harmful components (the Services, including the Platform, are provided to you strictly on an "as is" basis); any stored data will be accurate or reliable; or any errors or defects will be corrected.
- 2.3. **Data Prospecting:**
- 2.3.1. All orders are final and non-disputable once the mailing list has been purchased.
- 2.3.2. Once a mailing list has been purchased, it cannot be cancelled, and no refund can be issued.
- 2.3.3. Any purchased mailing list shall be used for marketing purposes only in accordance with all federal, provincial and local laws, and in a manner which gives due consideration to matters concerning privacy and confidentiality. Only one-time use of the data list is permitted.
- 2.4. **Limitation of Liability:** To the fullest extent provided by law, in no event will Stannp, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Platform, the Website, any websites or portals linked to it, any content on the website or such other websites or portals, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits,

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loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. The limitation of liability set out above does not apply to liability resulting from our gross negligence or wilful misconduct. The foregoing does not affect any liability that cannot be excluded or limited under applicable law, including consumer protection legislation.

- 2.5. **Mailing Item Compensation:** With respect to any lost or damaged Mailing Item, subject to the remainder of this Clause 10 and to the provision, within 28 days from the date Stannp accepted the relevant Mailing Item, of satisfactory proof: (a) that Stannp did accept such Mailing Item; and (b) of the loss or damage suffered by the Customer in relation to that Mailing Item, Stannp shall pay compensation to the Customer as follows: where Stannp has already handed over the relevant Mailing Item to Canada Post Corporation or such other third party postal carrier as Stannp may choose, the compensation shall be limited to any payment Stannp recovers from Canada Post Corporation or the third party postal carrier (as applicable) under the Carrier Terms in relation to that Mailing Item; and in any other event, the compensation in respect of the relevant Mailing Item shall be limited to the service fees paid by the Customer for such Mailing Item.
- 2.6. **Aggregate Liability Cap:** Stannp's maximum aggregate liability to you, whether in contract or tort (including in each case negligence) or otherwise shall, in respect of all claims, be limited to CAD \$10,000 in total in the aggregate.
- 2.7. **Customer Indemnification:** You shall indemnify Stannp against any and all losses, including all claims, damages, awards, back taxes, statutory interest, administrative fines (including fines levied by the OQLF), expenses (including legal expenses) and legal fees suffered or incurred by Stannp in respect of any and all matters arising out of or in connection with any breach by you of Clauses 6.1, 6.2 and 6.3 (Your Obligations to Stannp) and Clause 8.3 (Use by Stannp of your Materials).

3. Data Protection

- 3.1. **Compliance Obligations:** The Customer is responsible for compliance with all applicable Canadian privacy legislation, including PIPEDA and any applicable provincial privacy laws, in respect of Personal Data provided to Stannp. For greater certainty, Business Contact Information used solely for the purpose of communicating with an individual in relation to their employment, business, or profession is subject to applicable exemptions under such laws, and the obligations in this Clause 11 apply only to the extent required by applicable law.
- 3.2. **Data Processing Roles:** The Customer is the organization responsible for compliance with applicable Canadian privacy laws in respect of Personal Data provided to Stannp. Stannp acts as a service provider and will collect, use, store, and disclose Personal Data solely on the Customer's instructions and for the purposes of providing the Service.
- 3.3. **Customer Responsibilities:** The Customer warrants that it has obtained all necessary consents and provided all required notices to data subjects to enable Stannp to process Personal Data (as defined in applicable Data Protection Legislation) lawfully. The Customer is responsible for ensuring that Personal Data provided to Stannp is accurate, complete, and suitable for the Service.

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- 3.4. **Stannp's Obligations:** Stannp shall: implement appropriate technical and organizational measures to protect Personal Data; assist the Customer, at the Customer's expense, with data subject requests, security incidents, and compliance with Canadian privacy laws; and process Personal Data only as reasonably required to provide the Service and in accordance with the Customer's instructions.
- 3.5. **Sub-processors:** The Customer consents to Stannp appointing third-party service providers to process Personal Data on its behalf, provided that Stannp remains responsible for ensuring such providers meet comparable privacy standards.
- 3.6. **Privacy Policy:** Stannp's Privacy and Cookies Policy (the "**Privacy Policy**") is incorporated by reference and describes how Stannp collects, uses, discloses and retains Personal Data in connection with its website and business operations. The current Privacy Policy is available at: [insert Privacy Policy URL].
- 3.7. **Security Incident Notification:** Stannp will notify the Customer without undue delay after becoming aware of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data processed in connection with the Services, and will provide information reasonably required for the Customer to assess and meet any applicable legal obligations.
- 3.8. **Sub-processors:** The Customer authorizes Stannp to appoint third-party service providers to process Personal Data on Stannp's behalf in connection with the Services, provided that Stannp will impose written obligations on such service providers that are no less protective of Personal Data than those set out in this Clause 11 and will remain responsible for their performance.
- 3.9. **Deletion and backups:** Deletion of Personal Data under Clause 9.4.5 may include removal from active systems, with residual copies retained in backups for a limited period in accordance with Stannp's standard backup retention practices.
- 3.10. **Data Retention, Deletion and Purging**
- 3.10.1. **Retention Principles:** Stannp retains Personal Data only as long as necessary for its original purpose or as required by law. All purges are permanent and irreversible. Customers are responsible for retaining any data they wish to preserve before deletion occurs.
- 3.10.2. **Account Deletion:** Account deletion may be initiated at the Customer's request and takes effect immediately upon confirmation by the Primary User. Personal Data is deleted from live systems immediately and from backup systems within 30 days. Billing and tax records are retained for a minimum of 7 years as required by law. Sub-accounts are detached and continue as independent accounts.
- 3.10.3. **Scheduled Purging:** Stannp automatically purges: (a) Personal Data associated with a free account campaign 90 days after that campaign's completion, regardless of whether the account remains active; (b) mailing recipient data on paid accounts after 7 years; (c) payment card tokens upon card deactivation, per PCI DSS (billing and tax records are excluded); and (d) all other data for which no lawful retention basis applies is purged after [3 years].

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- 3.10.4. **Customer-Controlled Retention:** Customers may set shorter purge intervals via Platform settings, subject to Stannp's defaults and any applicable legal minimums. Data deleted from live systems may persist in automated backup systems for up to 30 days in accordance with Clause 11.10.2. All purges are permanent and irreversible.
- 3.10.5. **Deletion Requests:** Customers are responsible as businesses for handling consumer/data subject deletion requests in accordance with applicable law. Stannp will assist Customers in fulfilling such requests in its capacity as a service provider, and will act on confirmed deletion instructions from the Customer within the time period required by applicable privacy legislation, including the Personal Information Protection and Electronic Documents Act (PIPEDA) and Quebec's Act respecting the protection of personal information in the private sector, as applicable.

4. General

4.1. Confidentiality

- 4.1.1. **Definition:** For the purposes of these Terms, "**Confidential Information**" means these Terms and all information obtained by one party from the other pursuant to the Platform and Services and its performance which is marked, or ought reasonably to be regarded as confidential including Stannp's trade secrets, financial, technical and marketing information, software, specifications, intellectual property, ideas, technology, processes, knowledge and know-how, details of clients/customers, vendors, prices, discounts, margins and current trading performance and future business strategy.
- 4.1.2. **Confidentiality Obligations:** Each party shall: use its reasonable efforts to keep all Confidential Information confidential and not disclose any Confidential Information to any other person; and not use any Confidential Information for any purpose other than to comply with its obligations or exercise its rights under these Terms.
- 4.1.3. **Required Disclosures:** Any Confidential Information may be disclosed by either party to any governmental or other authority or regulatory body or any of its employees, officers or agents to such extent only as is necessary for the purposes contemplated by these Terms, or as is required by law and subject in each case to the relevant party using its best endeavors to ensure that the person to whom the Confidential Information is disclosed keeps this confidential and does not use it except for the purposes for which the disclosure is made.
- 4.1.4. **Public Information:** Any Confidential Information may be used by either party for any purpose, or disclosed by either party to any other person, to the extent only that: it is at the date hereof, or hereafter becomes, public knowledge through no fault of the receiving party (provided that in doing so the receiving party shall not disclose any Confidential Information which is not public knowledge); or it is or becomes available to the disclosing party otherwise than pursuant to these Terms and free from any restrictions as to its use or disclosure.
- 4.1.5. **Survival:** This Clause 12.1 shall survive termination.

4.2. Dealing with Rights and Obligations

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- 4.2.1. **Stannp's Rights:** Stannp may at any time assign, transfer, charge or otherwise deal in any way with its obligations and the benefit of all or any of its rights under these Terms. Stannp may sub-contract any of its obligations hereunder to any third party. In particular, you hereby acknowledge that Stannp will use Canada Post Corporation or other third-party postal providers with respect to the handling and final conveyance of Mailing Items.
- 4.2.2. **Customer's Rights:** Stannp acknowledges that the Customer may use agents to electronically convey Mailing Items or Electronic Mailing Items to Stannp (in which case the Customer shall remain responsible for any and all acts or omissions of the agent and the agent's compliance with these Terms). Other than as authorized in this Clause 12.2.2 the Customer shall not at any time assign, transfer, charge or otherwise deal in any way with its obligations or the benefit of all or any of its rights under these Terms without the prior written agreement of Stannp.
- 4.3. **Events Beyond our Control:** Stannp shall not be liable to you for any breach of these Terms or any failure to provide or delay in providing the Service resulting from any event or circumstance beyond our reasonable control including acts of God; war; riot; civil commotion; fire; flood; adverse weather; terrorist action; nuclear, chemical or biological contamination; governmental order, rule or regulation; failure of telecommunications that provide connectivity to the Platform from a public or private network such as the Internet; malicious damage or blockades; industrial disputes; and default of suppliers or sub-contractors.
- 4.4. **Entire Agreement:** These Terms and our Privacy Policy constitute the entire agreement between the parties in relation to its subject matter and supersede any previous agreement between the parties as to such subject matter.
- 4.5. **Variation:** Subject to Section 1.5, no variation of these Terms shall be effective unless it is in writing and signed by duly authorized representatives of the parties.
- 4.6. **Unenforceability:** If any provision in these Terms are, in whole or in part, held by a court or other authority of competent jurisdiction to be illegal, invalid or unenforceable under any enactment or rule of law then that provision or part thereof shall to that extent be deemed not to form part of these Terms and the enforceability and validity of the remainder of these Terms shall not be affected.
- 4.7. **Notices:** All notices given under or in connection with these Terms shall be in writing and shall be sent via the Platform (where applicable) or alternatively to the address of the recipient set out on the Website or the Platform or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice that is provided other than via the Platform may be delivered personally by hand (including by commercial courier) or by first class pre-paid letter or by e-mail, and shall be deemed to have been served, if by hand, when delivered; if by first class mail, 48 hours after posting; and if by e-mail, when successfully dispatched in full.
- 4.8. **Third Party Rights:** These Terms are made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.
- 4.9. **No Waiver:** No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the

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further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

4.10. Language of Contract and Choice of Language (Quebec)

4.10.1. **Explicit Request for English Terms:** The parties hereto explicitly acknowledge, agree, and confirm that it is their mutually expressed wish and operational requirement that these Terms, along with all associated order forms, platform workflows, invoices, receipts, and related digital documents, be drafted, executed, and delivered exclusively in the English language.

4.10.2. **Confirmation de volonté expresse:** Les parties aux présentes confirment leur volonté expresse que cette convention, ainsi que tous les documents, factures, reçus et avis s'y rattachant directement ou indirectement, soient rédigés exclusivement en langue anglaise.

4.10.3. **Enterprise Customer Acknowledgment:** If the Customer is accessing the Platform, utilizing the Service, or maintaining an active account from the Province of Quebec, the Customer acknowledges and warrants that it enters into these Terms strictly as a legal person or enterprise conducting commercial business operations. The Customer represents that it possesses an advanced understanding of the English language, acts as a commercial entity, and has actively accepted these Terms in English for its enterprise operational requirements.

4.11. **Standalone Survival of Crucial Terms:** Termination or expiration of these Terms for any reason shall not release either party from any liability or obligation which at the time of termination or expiration has already accrued or which by its nature is intended to survive; specifically, the provisions of Clause 6.1 and 6.2 (Your Obligations to Stannp), Clause 6.3 (Quebec Language Compliance), Clause 8.3 (License to Use Materials), Clause 10.6 (Aggregate Liability Cap), and Clause 10.7 (Customer Indemnification) shall survive the expiration or termination of these Terms indefinitely, and the Customer's indemnification and defense obligations thereunder shall remain fully enforceable regardless of whether the underlying Canadian regulatory enforcement actions or statutory penalties are discovered, investigated, or levied by Canadian authorities prior to or after the date of contract termination or expiration.

4.12. **Governing Law and Jurisdiction:** These Terms shall be governed by and interpreted in accordance with the federal laws of Canada and the laws of the Province of Ontario, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ontario.

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