

## Mailbox Rental Agreement

This agreement is made between the **CorporateMailbox.ca**, referred to as the **Agent**, and the subscribing applicant, referred to as the **Customer**, made in the City of Toronto, Province of Ontario, and is governed by the laws of the province of Ontario, Canada.

1. The Agent is the sole provider of virtual mailboxes, and said mailboxes are available for rental to the general public (**the Service**).
2. The Customer is a person, partnership, trust, or a corporation desiring to rent one or more of said mailboxes and/or to purchase related services for due consideration as charged by the Agent.

**Therefore, it is agreed that:**

3. The Customer hereby rents a virtual mailbox at the CorporateMailbox.ca, Ontario, Canada and, if desired, subscribes to the mail forwarding services according to Customer's instructions.
4. The minimum mailbox rental period shall be no less than six months.
5. The Customer must use the exact mailing address for the Mailbox without modification as set forth by the Agent. Mail received by Customer must bear the delivery address that contains the following elements, in this order:

**Addressee's individual name or business name listed on the account**

**Street, Unit**

**City, Province, Postal Code**

The Postal Service will return any mail without a proper address to the sender endorsed "Undeliverable"

6. Upon signing this Agreement, the Customer shall provide two forms of valid identification, one of which shall include a photograph, a business registration document for each listed business name and one form of valid identification for each additional recipient name listed on the account.
  7. The Customer hereby agrees that the Customer will not use the Mailbox or any other service for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by Canadian federal and/or provincial regulations. The customer further agrees that any use of the Mailbox should be in conformity with all applicable federal, provincial and local laws.
    - 7.1 The Agent, in its sole discretion, reserves the right to refuse Service to anyone for any reason. The Customer agrees that the Agent shall not be liable to the Customer for loss or damages that may result from refusal to provide Service.
- The Agent reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with prior notice. You agree that the Agent shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
8. Only the person or persons identified on the account shall be authorized to access and remove the contents of the mailbox. To add or change an authorized person, the Customer must contact the Agent in writing with full details for the authorized person. In the event of death or incapacity of the Customer, the Agent will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to the requesting party.

9. The Customer agrees to pay an initial set-up fee of \$35. Upon expiration of the rental period, the Customer agrees to pay a renewal fee of \$35. **If the renewal occurs prior to the expiry date, the renewal fee will be waived.**

10. The Customer agrees to pay in advance all applicable rental fees according to the category of the mailbox chosen by the Customer and the duration of Customer's rental agreement. Mailbox service fees are all due and payable in advance and the Customer agrees that the Agent may hold mail and packages until the account is paid for in full. **There are no refunds for cancellation of any services.** Mailbox service fees and other related fees stated herein are subject to change. In the event of the Customer receives an unreasonably large volume of mail or packages at the Mailbox, in the sole opinion of the Agent, the Agent may require the Customer to upgrade to a larger size mailbox and pay an additional charge. The Agent reserves the right to increase the Mailbox service fees if the Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox.

11. In the event that the Customer wishes to have his mail forwarded, the Customer agrees to pay the applicable deposit according to the type of service and the frequency chosen by the Customer. This deposit shall be used for paying fees related to mail forwarding. Our service is mail forwarding only, and there is NO PICKUP SERVICE available.

12. Each time mail is forwarded, the Customer agrees to pay a minimum handling charge of \$10, plus applicable postage fees according to the type of service chosen by the Customer.

13. During the rental period, the Customer is permitted to change his mail forwarding address. In this event, the Customer must inform the Agent in writing of any change in forwarding address at least fifteen (15) business days in advance. For any change in mail forwarding address, the Customer agrees to pay an administrative fee of \$10, which will be deducted from the mailbox deposit balance.

14. All funds deposited into the Customer's account are **non-refundable**. The funds can be used for other services offered by the Agent.

15. The Customer agrees to pay an additional applicable forwarding fee, if the Customer requests for a delay of forwarding or if the Agent is not able to forward the mail for reasons under the Customer's control, beyond the regular mail-out date. Such reasons may include, but not limited to: Customer delays in service activation, insufficient deposit balance required for forwarding postage and not providing required shipping labels in time.

16. The Customer accepts that mail and parcels are considered as delivered upon their placement or placement of notice of availability in assigned mailbox and relieves the Agent of any further performance responsibilities.

17. The Agent shall refuse to accept on behalf of the Customer "postage due" mail and/or COD items unless special financial arrangements are made and in effect beforehand. It is expressly understood by the Customer that the Agent is in no way responsible for any customs services or brokerage charges associated with any package, unless special arrangements are made and in effect beforehand.

18. The Customer agrees that the Agent may terminate or cancel this Agreement for good cause at any time by providing the Customer with fifteen (15) days written notice. Good cause shall include but is not limited to:

- 1) Customer abandons the Mailbox;
- 2) Customer uses the Mailbox for unlawful, illegitimate or fraudulent purposes;
- 3) Customer fails to pay monies owed to the Agent when due;
- 4) Customer receives an unreasonably high volume of mail or packages;
- 5) Customer engages in offensive, abusive or disruptive behaviour toward other customers of the Agent or the Agent's employees; and
- 6) Customer violates any provision of this Agreement.

Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement, as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to the Customer.

19. Any written notice to the Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox, or when sent by email to the address on file, or at the time personally delivered to the Customer. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial courier service, or (b) five (5) days after placement in the Canadian Post Service, and addressed to Customer at Customer's address as set forth in the Application form.

20. As the Customer's authorized agent for receipt of mail, the Agent shall accept all mail, including registered, insured and certified items. Unless prior arrangements have been made, the Agent shall only be obligated to accept mail, or packages delivered by commercial courier services, which require a signature from the Agent as a condition of delivery. Packages not forwarded within the prescribed deadline will be subject to a storage fee of \$2 per day per package. This fee must be paid before the Customer can receive the package. In the event the Customer refuses to accept any mail or package, the Agent may return the mail or package to the sender and the Customer will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is made to the Agent.

21. The Customer hereby authorizes the Agent to accept on Customer's behalf, and without personal liability, items received by the Agent and accepted in the Customer's name and which have been deposited in the Customer's mailbox. The Customer hereby accepts proof of delivery to their mailbox as the delivery to the Agent by the carrier.

22. The Agent shall notify the Customer 30 days in advance of any changes in the Agent's address or services. In such case the Customer shall have the right to cancel this agreement effective from the date of change or renew the agreement under the new terms. In case of cancellation due to the Agent's notice of change of address or services, the Customer shall be reimbursed for any prepaid (but unused) mailbox rental, less any outstanding charges owed to the Agent. Under no circumstances will the Agent be liable for any costs, damages, losses incurred by the Customer due to the change of the Agent's address or services.

**23. THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT:**

23.1 YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE AGENT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

23.2 THE AGENT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT

(i) THE SERVICE WILL MEET YOUR REQUIREMENTS;

(ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;

(iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS;

23.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

23.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE AGENT OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

23.5 THE CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE AGENT, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100 (ONE HUNDRED) CANADIAN DOLLARS REGARDLESS OF THE NATURE OF THE CLAIM.

24. The Customer agrees to protect, indemnify, defend and hold harmless the Agent and it's respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the Canadian Postal Service or any commercial courier service to deliver on time or otherwise deliver any items (mail, packages, etc.) from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, and from any violation by Customer of applicable federal, provincial or local laws.

25. Upon expiration, cancellation or termination of this Agreement, the Agent may:

25.1 Forward the Customer's mail for one (1) month, provided the Customer pays the postage, packaging material, and forwarding fees in advance. Additionally, the Customer hereby agrees to pay a monthly storage fee of \$35 for the period of time during which the mail is forwarded. It is the Customer's responsibility to provide specific instructions to the Agent regarding any final mail forwarding needs prior to the expiration, cancellation or termination of this Agreement. The Customer agrees that his/her failure to prepay and/or provide clear instructions for mail forwarding prior to the end of the Agreement will automatically convey his/her desire not to forward and/or store their mail and authorizes the Agent to discard and/or destroy ALL mail received after the Agreement expiration date.

25.2 Discard or destroy any "Unsolicited Mail" (e.g., bulk mail; mail addressed as "occupant", "current resident" or similar designations; or coupons, advertising or other promotional material) delivered to or remaining at the Agent's location.

25.3 Retain Customer's mail, other than Unsolicited Mail, at the Agent for a period of thirty (30) days from the date of expiration, cancellation or termination of this Agreement, whichever comes first. After such time, any mail or package may be discarded or destroyed. In order to pick up any mail or package during the thirty (30) days, the Customer must pay a storage fee of \$35 Canadian for each month the Agent holds the mail or package(s).

25.4 Refuse any package addressed to Customer delivered by any party.

26. One (1) month after the expiration, cancellation or termination of this Agreement, the Agent may:

Refuse any mail or package addressed to Customer and delivered to the Agent.

Discard or destroy any of the Customer's mail or package delivered to or remaining at the Agent at such time.

27. The term of this Agreement shall be the initial term paid for by the Customer, plus any renewal term paid for by Customer from time to time. Renewal of this Agreement for additional term shall be at the sole discretion of the Agent.

28. Renewal of Rental Agreement. Month to month rental agreement shall be automatically renewed every month until cancelled by the Customer or the Agent. Any fixed term agreement shall be automatically renewed for an additional term unless cancelled by the Customer or the Agent thirty (30) days prior to the end of the rental agreement. Any renewal shall be in accordance with the terms of this Agreement.

29. This Agreement and terms of service may be amended or modified by the Agent at any time. The Customer hereby agrees that posting the amended agreement on the official website of the Agent shall serve as sufficient notice of such a change. If the Customer continues to use the Agent's services, that shall serve as an unconditional acceptance of the amended agreement and terms of service.

30. This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario, Canada. Any action to enforce this Agreement or any action arising from this Agreement, or the relationship created between the Customer and the Agent by this Agreement shall be brought in the provincial or federal courts of Toronto, Ontario, Canada. The Customer consents and stipulates to venue and personal jurisdiction in the provincial and federal courts in and for Toronto, Ontario, Canada as to any and all lawsuits or causes action arising from this Agreement or the relationship between Customer and the Agent created by this Agreement.

31. If any section or any portion of any section of this Agreement shall be construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement, but all other sections of this Agreement and the remaining portion of any section which is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect.

32. A failure of either party to enforce at any time any term, provision, or condition of this Agreement, or to exercise any right or option herein, shall in no way be interpreted as a waiver thereof.

33. YOU, THE CUSTOMER, ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT. BY SUBSCRIBING AND CONTINUING TO USE THIS SERVICE YOU ACCEPT THE TERMS OF THIS AGREEMENT AND ANY CHANGES OR UPDATES THEREOF.

I, \_\_\_\_\_ hereby agree to the terms of this agreement.  
(Print your name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date