

Purolator Inc. Credit Card Consent Agreement (the "Consent Agreement")

Important: Please carefully read the following terms set out in this Consent Agreement. This Consent Agreement is between Purolator Inc. ("**Purolator**", "**we**" or "**us**") and you, the authorized individual or organization (the "**Cardholder**" or "**You**") which requires your consent to Purolator's inputting and storing your credit card credentials into Purolator's information technology systems (the "**Systems**") to be used to pay for and process transactions as described in this Consent Agreement. After reading this Consent Agreement, if you select the "I Consent" button below you acknowledge that you understand and agree to be bound by all the terms and conditions as set out herein.

01. Consent to Stored Credentials. You hereby consent to Purolator storing your credit card information (each such credit card and accompanying information being a "**Stored Credential**") in Purolator's Systems where your credit card will be stored and used to process payment transactions ("Payment Transactions") for Purolator services. You also consent to your Stored Credential being stored by Purolator's third party payment processor. You acknowledge that your Stored Credential(s) may contain personal information. You consent to Purolator and its third party payment processors using such personal information and Stored Credentials to process Payment Transactions in accordance with this Consent Agreement. You acknowledge and agree that you are responsible for the completeness and accuracy of the Stored Credential stored in Purolator's Systems. To the fullest extent permissible by applicable law, you acknowledge and agree that Purolator will have no liability associated with or arising from your failure to maintain accurate information, including your failure to receive important information and updates about or related to this Consent Agreement. If Purolator has reasonable grounds to suspect that any information you provided to us is untrue, inaccurate or incomplete, we may terminate or suspend this Consent Agreement without notice or liability and/or refuse to provide any Purolator services to you. We regularly review the security measures relating to our storage, however, we cannot guarantee that information you transmit or store via the Internet is entirely secure.
02. Use of Stored Credential. You hereby consent that your Stored Credential may be used by Purolator, or its third party payment processors i) to process Payment Transactions for Purolator services (whether individual shipments or pre-authorized or recurring shipments), including processing charges and other fees in accordance with section 6; (ii) as permitted in accordance with Purolator's Privacy Statement available here (<https://www.purolator.com/en/legal/privacy.page?>) and iii) to process any required refunds.
03. Modifications by you. You may make changes to your Stored Credential(s) through your customer profile. Each time that you add or replace a credit card, or a credit card detail, which form part of the Stored Credentials, you must review and consent to the then current version of this Consent Agreement in order to make such change.
04. Consent Duration, Withdraw and/or Termination. This Consent Agreement shall remain in effect until the later of the following: i) you withdraw your consent including by removing your Stored Credentials; ii) a Stored Credential is no longer effective (including but not limited to an expired or declined credit card) as reasonably determined by us. In each case this Agreement shall be deemed to have terminated, but not before your last order for services has been finally invoiced and processed including but not limited to processing any refunds or charges. You may withdraw your consent provided hereunder or remove all Stored Credential(s) through your account or by contacting Purolator using the "Live Chat" feature or appropriate telephone numbers on Purolator's website found at www.purolator.com. The Stored Credential may remain stored in a tokenized form by Purolator and/or its third party payment processors for a period of up to one year after your consent has been withdrawn. We may terminate or suspend this Consent Agreement at any time, with or without notice for any reason in our sole discretion, including, but not limited to, if your Purolator shipping account is not in good standing or any of your payments, whether partial or full, are in default. Upon termination (or suspension) of this Consent Agreement, you remain liable for all payments and other obligations you have incurred hereunder, in addition to any Purolator services you request after the date of termination or suspension.
05. Amendments. Purolator reserves the right, in its sole discretion, to amend the terms of this Consent Agreement at any time. We will notify you of any amendments made to this Consent Agreement by posting a new version with notice that we deem to be reasonable in the circumstances, including such notice on our website at www.purolator.com (<https://www.purolator.com/en/home.page>). To the fullest extent permitted under applicable law, your continued use after any such amendment(s) constitutes your acceptance of this Consent Agreement as amended.
06. Charges, Fees and Taxes. The charges/fees composing a Payment Transaction will be calculated in accordance with the rates applicable at the time of tendering your shipment, and will include all applicable taxes, charges and fuel and other surcharges as set out in the Purolator Terms and Conditions of Service available here (<https://www.purolator.com/en/legal/terms-conditions-service.page>) as amended from time to time (the "**Purolator Service Terms**"), or as otherwise set out in your Services Pricing Agreement (or similar agreement) in effect at the time such shipment is so tendered. You are also solely responsible for any interest, fees, charges or expenses related to any payment or any non-processed payment transaction for any reason other than due to our error or omission, as determined in our sole discretion.

07. Disputes. All disputes, including but not limited to, billing matters concerning Purolator services, shall be governed by the Purolator Terms and Conditions of Service available here (<https://www.purolator.com/en/legal/terms-conditions-service.page>) or a Services Pricing Agreement (or similar service agreement if any) in effect between us and you at the time of tendering the shipments in question but only to the extent where such agreement expressly supersedes the Purolator Service Terms.
08. Limitation of Liability. YOU UNDERSTAND AND AGREE THAT IN NO EVENT WILL PUROLATOR, ITS PARENT, AFFILIATE OR SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES OR AGENTS (EACH A "**PARTY**" ,TOGETHER, THE "**PARTIES**") BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY, AS RELATED TO THIS CONSENT AGREEMENT, A STORED CREDENTIAL OR A PAYMENT TRANSACTION, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR EARNINGS, LOSS OF ANTICIPATED PROFITS OR EARNINGS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED, REGARDLESS OF THE TYPE OF CLAIM OR CAUSE OF ACTION, WHETHER SUCH CLAIM OR CAUSE ARISES IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, OR COULD HAVE REASONABLY BEEN FORESEEN BY YOU OR ANY THIRD PARTY. NO PARTY WILL BE LIABLE TO YOU OR A THIRD PARTY FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS SET OUT HEREIN, WHETHER DIRECTLY OR INDIRECTLY, DUE TO THE FAILURE OF ANY EQUIPMENT, TRANSMISSION OR TECHNICAL PROBLEMS, LABOUR DISPUTES, WAR, NATURAL DISASTER, ACT OF TERRORISM, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR REASONABLE CONTROL.
09. Indemnification. To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless each Party from any loss, claim, liability, damages, demand, costs, charges and fines in connection with, arising out of or due to your breach of this Consent Agreement.
10. Eligibility and Conduct. By selecting "I Consent" below, you represent and warrant that you:
- are the age of majority in accordance with the laws of your province/territory of residence;
 - are the individual duly authorized on behalf of yourself or your organization to store any payment credential as a Stored Credential hereunder;
 - shall not breach the terms of this Consent Agreement;
 - shall only use the credit card credentials and provide the payment information, as permitted by law;
 - shall not consent to this Consent Agreement in order to conduct any fraudulent, unlawful or abusive acts;
 - shall not disrupt or interfere with the security operation of, or otherwise abuse the functionality of storing information on the Purolator Systems;
 - shall not attempt to obtain unauthorized access in relation to other Purolator Systems; and
 - shall comply with any other requirements, restrictions or limitations imposed by Purolator from time to time.
11. General Terms.
- This Consent Agreement shall be construed in accordance with and shall be governed by the laws of the Province of Ontario or the province or Territory where the cardholder resides and the laws of Canada applicable therein.
 - Our failure or delay to exercise or enforce any provision or right contained herein shall not be deemed a waiver or such provision or right; any waiver of any provision or right shall be expressly set out in writing to be effective.
 - Any provision of this Consent Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
 - Headings are for convenience only and not included for purposes of interpretation.
 - You may not assign this Consent Agreement, in whole or in part, at any time.
 - This Consent Agreement constitutes the entire agreement between you and us relating to the matters herein raised.
 - The terms of this Consent Agreement that by their nature are intended to survive the termination or expiration of this Consent Agreement (including liability, indemnification and privacy obligations) shall survive.
12. Contact. You may contact Purolator through the "Live Chat" feature or appropriate telephone numbers on Purolator's website found at www.purolator.com.