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“Purolator E-Ship™ Online” means the software known as “Purolator E-Ship™ Online” which is accessible to Customer on a “software as a service” basis through the Site.

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“Purolator” means Purolator Inc.

“Site” means the world wide web site located at [www.purolator.com](http://www.purolator.com).

“Terms and Conditions of Service” means the Purolator Terms and Conditions of Service in effect from time to time, a current copy of which is available on the Site.

“Terms and Conditions of Site Use” means the Purolator Terms and Conditions of Site Use in effect from time to time, a current copy of which is available on the Site.

### **2. Grant of License**

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Customer also agrees not to interfere or attempt to interfere with the normal operations of Purolator E-Ship™ Online or any user of Purolator E-Ship™ Online use of it including by hacking, deleting, augmenting or altering Purolator E-Ship™ Online or any Purolator Materials.

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Shipping charge quotations generated by Purolator E-Ship™ Online are based upon the information estimated and provided by Customer and as a result, actual shipping charges may be different. Differences may occur based a number of factors including shipment weight and dimensions.

**10. Viruses**

The downloading of Purolator Materials is done at Customer's own risk. Purolator cannot and does not guarantee or warrant that the Purolator Materials are compatible with Customer's computer system(s) or that the Purolator Materials will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties ("Viruses"). Customer is responsible for implementing safeguards to protect the security and integrity of its computer system(s), and Customer is responsible for the entire cost of any service, repairs or connections of and to its computer system(s) that may be necessary as a result of Customer's use of the Purolator Materials.

**11. Communications not Confidential**

Purolator does not guarantee the confidentiality of any communications made by Customer via Purolator E-Ship™ Online.

**12. Address Book**

Subject to the terms of this Article X, Purolator will endeavour to retain addresses in Customer's address book as long as Customer uses Purolator E-Ship™ Online. If Customer fails to use Purolator E-Ship™ Online for a period of three (3) months, Purolator may delete Customer's addresses. A back-up copy of the addresses contained in Customer's Address Book should be maintained by Customer as Purolator will not be liable or responsible for the loss of addresses contained in Customer's Address Book no matter how occurring, including if caused by Purolator's negligence, gross negligence or wilful misconduct.

**13. Registration Information**

When registering to use Purolator E-Ship™ Online, Customer will provide Purolator registration information that is both accurate and complete. For as long as Customer uses Purolator E-Ship™ Online, Customer will keep its registration information up-to-date. Customer's failure to provide accurate and complete registration information or keep it up-to-date may result in problems with the provision of products or services by Purolator for which Purolator shall have no liability or responsibility. Customer may not select or use a screen name of another Purolator E-Ship™ Online user or one which, in Purolator's sole discretion, is distasteful, confusing or misleading. Customer agrees to immediately notify Purolator of any known or suspected unauthorized use of Customer's account.

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Customer agrees that if Customer sues Purolator and does not obtain judgment in Customer's favour, Customer will pay all of Purolator's costs, including reasonable fees for in-house and outside legal counsel.

**19. Currency**

All references in the Purolator Materials to currency (including, without limitation, all shipping charge quotations) shall be deemed to mean the lawful money of Canada.

**20. Language.**

**It is the express wish of the parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.**

"CUSTOMER AGREES"

"CUSTOMER DOES NOT AGREE"