

# Mail Box Rental Agreement

This agreement is made between the Centaur Group Inc. operating as the **Business Development Centre**, 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.

1. The Agent is the sole owner of the mailboxes located on the Agent's premises, and said mailboxes are available for rental to the general public.
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 mailbox at the Business Development Centre located in the City of Toronto, 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 one month and it is renewable automatically from month to month. Fixed term rentals are available for 6 and 12 month periods. Fixed term rentals are automatically renewable upon expiration for additional term.
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:

Intended addressee's individual name or business name and full address.

Examples:

Michael Smith  
4915 Bathurst St. Unit 209-359.  
Toronto, ON. M2R 1X9

or

ABC Management Co.  
4915 Bathurst St. Unit 209-359.  
Toronto, ON. M2R 1X9

The Postal Service will return any mail without a proper address to the sender endorsed "Undeliverable". Furthermore, the name of the addressee must match the name registered on the account. The Agent would not be able to sort mail if the Agent does not have the proper name on record.

6. Upon signing this Agreement, the Customer shall provide two forms of valid identification, one of which shall include a photograph. If the client wishes to use a credit card for payment purposes, the client shall provide a photocopy or a scanned copy of the credit card, front and back.
7. The Customer hereby agrees that the Customer will not use the Mailbox or any other service of the Agent for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by Canadian federal and/or provincial regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, provincial and local laws.

8. Only the person or persons identified on the original application form shall be authorized to access and remove the contents of the mailbox. The Customer may be required to provide proper identification in order to access the mailbox. To add or change 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. The MailBox account is not transferable and cannot be assigned to any other party.

9. The Customer agrees to pay an initial set-up fee of \$35 to register for a Mailbox account. Upon termination of the fixed rental period, the Customer agrees to pay, a renewal fee of \$25. **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 in full. **There will be no proration and no refunds for cancellation of any services.** Any funds held as a deposit are refundable, however, the Agent shall have the right to first apply any existing deposits to outstanding fees and charges before issuing a refund. Mailbox service fees and other related fees stated herein are subject to change. In the event that 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 in the event that 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.

12. Each time mail is forwarded, the Customer agrees to pay a minimum handling charge of \$10, plus applicable transportation 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 administrative fee of \$10, which will be deducted from deposit paid for mail forwarding.

14. At the end of the rental period, the Agent shall reimburse the Customer for the unused part of deposit related to mail forwarding, paid by the Customer. In this event, with a delay of 8 weeks from the end of rental period, the Agent will send the Customer a check for the unused balance of the deposit, paid initially by the Customer. The delay of 8 weeks is needed to ensure that all mail arriving after the end of the Agreement will be forwarded to the Customer.

15. The Customer agrees to pay \$2.00 per day as a storage fee for any packages that remain on the Agent's premises for more than 48 hours. This fee applies to each package larger than 10" X 10" X 10" or if there is more than 1 package. In addition, any uncollected mail that remains in the box of the Customer for more than two weeks for regular customer and more than 4 weeks for Long Term Storage Customer shall be subject to a \$2.00 per day storage fee.

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. If the Customer requires the Agent to accept any packages with postage due, COD or customs fees, the Customer must have sufficient funds in the account to cover all applicable costs.

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, e-mail or other electronic 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; 6) Customer violates any provision of this Agreement; 7) Customer fails to cooperate or provide information in connections with any investigation undertaken by a local, provincial or federal agency. 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.

18.1 In order to prevent the Agent from becoming an unwitting party to fraud or other illegal activities, the Agent shall have the right to inspect all packages that may be considered suspicious at the sole discretion of the Agent. Furthermore, if the Agent receives allegations or complaints from any third party that the Customer may be using the MailBox service in any improper, illegal, or fraudulent manner as determined by the Agent, the Agent may at its sole discretion proceed to immediately terminate this Agreement and discontinue the service. In such case, any items received or remaining in the Customer's mailbox as of and after termination, are subject to be discarded, destroyed or otherwise disposed of at the Agent's sole discretion.

19. Any written notice to the Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after sending such notice to the Customer's e-mail address, within twenty-four hours (24) after delivery by fax to the Customer's fax number, 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. Customer must accept and sign for all mail and packages upon the request of the Agent. Packages not picked up or forwarded within prescribed delay as stipulated in Forwarding Agreement 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 provided 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 at least 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 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 AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (WHETHER EXPRESSED OR IMPLIED). USE OF THE MAIL SERVICE IS AT THE CUSTOMER'S SOLE RISK. THE AGENT MAKES NO WARRANTY THAT THE MAIL SERVICE WILL MEET USER'S REQUIREMENTS, THAT THE MAIL SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THE CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OR FROM AGENT'S WEBSITE IS DONE AT THE CUSTOMER'S OWN DISCRETION AND RISK AND THAT THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

CUSTOMER HEREIN AGREES THAT THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE EXPORT AND IMPORT OF ITS PACKAGES AND SHIPMENTS. CUSTOMER IS ALSO SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY AND ALL CUSTOMS, DUTIES, TARIFFS, TAXES, AND/OR OTHER CHARGES OR FEES OF ANY NATURE RELATING TO THE SHIPMENT OF MAIL AND/OR PACKAGES TO THE CUSTOMER.

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 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.

24.1 The Customer acknowledges and agrees that the Agent cooperates with all local, provincial and federal agencies and will share any and all information about the Customer and use of the Mailbox or any service with such agencies upon request. The Customer further acknowledges and agrees that the Agent may share any and all information about the Customer and use of the Mailbox or any service with any third party upon being presented with a civil or criminal subpoena. The Customer specifically indemnifies and holds harmless the Agent from any and all liability, claims, damages, losses or causes of actions arising from the release of information regarding the Customer or the Customer's use of the Mailbox to any representative of local, provincial or federal agency.

24.2 By subscribing and using the Agent's services the Customer consent to the Agent establishing and maintaining a file of personal information about the Customer and obtaining and exchanging, from time to time, any information about the Customer, including credit information with the Agent's branches,

affiliates and agents and with any credit reporting agency or credit bureau, person or corporation with whom the Customer has or may have financial relations, or supplier of services or benefits relating to the Account. This consent is valid where use of the Customer's personal information is needed to assist the Agent in: making a decision about the account; monitoring, evaluating, servicing and collecting the account; providing account related and other programs offered by the Agent or a third-party provider approved by the Agent; responding to Customer's inquiries about the account or Customer's file; and meeting legal and regulatory requirements.

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 \$25 for the period of time during which the mail is forwarded. It is the Customer's responsibility to provide the 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's location 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 \$25 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 the initial Agreement.

29. The Customer shall have the right to cancel a month to month agreement at any time by providing a written notice to the Agent at least 10 business days in advance of the cancellation. A fixed term agreement can be cancelled at any time by providing a written notice to the Agent at least thirty days (30) in advance of the cancellation. Please note that there are no refunds for fixed term agreements.

30. 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 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.

31. 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.

32. 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.

33. 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.

**34. By submitting the registration form and using Agent's services, the Customer agrees to be bound by the terms and conditions of this agreement.**

I, \_\_\_\_\_ hereby agree with the terms of this agreement.

\_\_\_\_\_  
Please print your name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please return the signed agreement to the Agent together with a copy of your picture identification, copy of your credit card (if applicable) and a copy of a business registration document (if applicable).