



# Data-Pac Meter Rental Agreement

For use with all Data-Pac Meter Products 02/11

- BILLING** at a rate of \_\_\_\_\_ per month for \_\_\_\_\_ months  
**\$8.95 per Reset unless paying monthly rate for unlimited resets**
  - CHOOSE ONE OF THE FOLLOWING PAYMENT METHODS FOR RENTAL INVOICING
    - E-Mail me a rental invoice E-Mail Address \_\_\_\_\_
    - Mail me a rental invoice
    - Bill my credit card:  Visa  MC  Amex Expiration Date \_\_\_\_\_
- Acct# \_\_\_\_\_ Security Code \_\_\_\_\_  
 Name on Card \_\_\_\_\_  
 Address on Card \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

METER MODEL
BASE MODEL
BASE SERIAL NUMBER
LEASE/PURCHASE
DEALER NAME

The undersigned acknowledge that this pricing is valid for one year unless otherwise indicted above. After the first year the then current rental will be charged.

The undersigned understand that Data-Pac will establish an ePOSTAGE account on my behalf with the Postal Service as a prepayment account for postage. The undersigned agree to the terms and conditions specified in the USPS acknowledgement of deposits agreement, and understand that ACH Debits are payable to the USPS. The undersigned authorize Data-Pac to initiate an ACH Debit to my bank checking account to pay the USPS for postage each time funds are downloaded to my Data-Pac Meter. The undersigned agree to the terms and conditions specified in the ACH Authorization Agreement. The undersigned is not required to maintain a balance of funds in the ePOSTAGE account.

### PART A – CUSTOMER RECORD INFORMATION

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Mailing Address (if different from installation address in Part B) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code +4 \_\_\_\_\_

Telephone Number \_\_\_\_\_ Extension \_\_\_\_\_

Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

### PART B – POSTAGE METER LOCATION INFORMATION

Company Name (or name of Individual) \_\_\_\_\_

Contact Name (if different from Part A) \_\_\_\_\_

Installation Street Address (cannot be a P.O. Box) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code +4 \_\_\_\_\_

### PART C – PAYMENT METHOD

- ACH Debit (Please Fill Out Part D)
- Check (Please Follow the Attached Instructions)
- ACH Credit (Please Follow the Attached Instructions)
- Wire Transfer (Please Follow the Attached Instructions)

I agree to the terms of the Data-Pac Postage Meter Rental Agreement (the "Agreement"). I further agree to abide by the terms and conditions that are associated with use of postage meters, as specified by the United States Postal Service. I (We) have read, understand, and agree to abide by all terms and conditions as specified in the entirety of this agreement.

To the extent that the activities for which the Postal Service is obliged to perform particular functions, those functions will be governed by the Domestic Mail manual, as may be amended from time to time, or its successor, in effect at the time of the obligation. Specifically, to the extent that the Postal Service provides refunds to customers using postage evidencing devices, the policy and procedure governing the payment of refunds will be conducted in accordance with the Domestic Mail Manual, as amended, in effect at that time.

If the meter is used in any fraudulent or unlawful scheme or enterprise, or is not used for any consecutive 12 month period, or if the undersigned takes the meter or allows the meter to be taken outside the United States without proper written permission of the U.S. Postal Service, Washington, DC 20260-6807, or if the undersigned otherwise fails to abide by the signs of postal regulations and this lease regarding care and use of the meter, that this Agreement and any related postage meter rental may be revoked. The undersigned further acknowledge that any use of this meter that fraudulently deprives the U.S. Postal Service of revenue can cause me to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802). A false statement in this application or the mailing of matter bearing a fraudulent postage meter imprints are examples of violations of these statutes.

The undersigned is responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject of this agreement to the lessor. Failure to comply with this notification provision in a timely manner may result in the denial of refund any funds remaining on the postage meter at the time of loss or theft.

The undersigned understands that the rules and regulations regarding the use of this postage meter as documented in the Domestic Mail Manual may be updated from time to time by the United States Postal Service and it is the undersigned obligation to comply with any current and future rules and regulations regarding its use.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

ACKNOWLEDGED BY DATA-PAC \_\_\_\_\_ DATE \_\_\_\_\_

### PART D – ACH DEBIT ENROLLMENT

Name of Financial Institution \_\_\_\_\_

Financial Institution Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code+4 \_\_\_\_\_

Transit/ABA Routing Number (PLEASE INCLUDE A VOIDED CHECK) \_\_\_\_\_

Checking Account Number \_\_\_\_\_

- I already have an ePOSTAGE Account with Data-Pac and would like to fund this meter using my existing account.

My account number is: \_\_\_\_\_

Tax ID# \_\_\_\_\_

### PART E – ORIGIN ZIP CODE

#### ZIP CODE TO BE PRINTED ON THE ENVELOPE (REQUIRED)

Company's Primary Business Function \_\_\_\_\_

Your Post Office Zip Code +4 \_\_\_\_\_

Does Your Business Have an Authorization to Use Permit Imprints at this or any other Post Office?  Yes  No

Does Your Business Prepare and/or Mail for other (third) Parties?  Yes  No

## USPS APPLICATION TO RENT AND USE POSTAGE METERS

I, the undersigned meter licensee ("Customer"), agree to all terms and conditions as specified here and in the entirety of this Agreement. I acknowledge that the meter I have leased is owned by Data-Pac, the Lessor ("Company"), and that it will be surrendered to the Company immediately upon its demand. I further acknowledge that use of this meter is subject to the conditions established from time to time by the United States Postal Service and published in the Domestic Mail Manual.

I acknowledge my understanding of the fact that if the meter is used in any fraudulent or unlawful scheme or enterprise, or is not used for any consecutive 12 month period, or if I take the meter or allow the meter to be taken outside the United States without proper written permission of the U.S. Postal Service, Washington, DC 20260-6807, or if I otherwise fail to abide by the signs of postal regulations and this lease regarding care and use of the meter, that this Agreement and any related postage meter rental may be revoked. I further acknowledge that any use of this meter that fraudulently deprives the U.S. Postal Service of revenue can cause me to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802). A false statement in this application or the mailing of matter bearing a fraudulent postage meter imprint are examples of violations of these statutes.

## UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT REQUIREMENTS

The customer, electing to rent and uses computerized meter resetting system ("CMRS") meter equipment, hereby acknowledges that it must transfer funds to the United States Postal Service, through a lockbox bank, for the purpose of prepayment of postage of CMRS-equipment meters ("Deposit").

On or after the effective date of the CMRS option contained in the Postage Meter Rental Agreement ("CMRS Agreement") between the Customer and the Meter Manufacturer ("Company") authorized by the Postal Service to rent CMRS-equipped meters, the Customer may, from time to time, make Deposits in the lockbox bank account identified as follows: Citibank. The Postal Service may at its discretion designate itself or a successor as recipient of Deposits by the Customer.

Any Deposit made by the Customer shall be credited by the Postal Service only for the payment of postage through CMRS-equipped meters. Such Deposits may be commingled with Deposits of other Customers. The Customer shall not receive or be entitled to any interest or other income earned on such Deposits.

The USPS will provide a refund to the Customer for remaining meter balances. The MRC will provide a refund to the Customer for Deposits otherwise held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual Transition Book or its successor.

The lockbox bank, which shall collect funds on behalf of the Postal Service, shall provide the Company with whom the Customer has signed a CMRS Agreement, on each business day information as to the amount of each Deposit made to the Postal Service by the Customer, so the Company can update its records. The Company may deposit funds on behalf of the Customer. The Postal service will make so such advances. Any relationship concerning advances is between the Customer and the Company.

The Customer acknowledges that the terms of this acknowledgement may be changed, modified, or revoked by the Postal Service, with appropriate notice.

Postal regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual Transition Book or its successor. The Customer acknowledges that it shall be subject to all applicable rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The Postal Service rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

## POSTAGE METER RENTAL AGREEMENT

The rental cost of the Data-Pac Postage Meter is fixed for the first year. Thereafter, the meter rental charges will be those currently in effect. All charges are subject to change from that point on, upon 90 days notice.

The cost of moving meters from one Customer's location to another is not included in this Agreement and the Customer agrees to pay Company's then standard transaction fee for such movement of meters.

**TAXES.** Customer intends the rental payments hereunder to be net to Company and the Customer shall pay all sales, use, excise, personal property, stamp, documentary, and *ad valorem* taxes, fees or charges imposed on the shipment, transportation, delivery, ownership, leasing, rental, sale purchase, possession or use of the equipment (except Federal or State net income or franchise taxes imposed upon the company). Customer shall reimburse the Company upon demand for any taxes paid by or advanced by the Company. Customer shall file all returns required therefore and furnish copies to the Company.

**PROVISIONS AS TO USE.** By requirement of the U.S. Postal Service, the meter remains the property of the Company and grants the use of the meter only to the Customer upon issuance and continuance of a meter rental agreement /CMRS Agreement by the Company. The meter may be used for postage imprinting and recording purposes only. Tampering with or misuse of the meter is punishable under Federal law. USPS and /or the Company are not responsible for funds loaded on the meter in the event of tampering or misuse that leads to equipment failure. Customer agrees to promptly notify the Company's home office (1217 Bay Road, Webster, NY 14580) in writing of any change of installation address. An ePOSTAGE meter cannot be taken to USPS locations for initial or subsequent resetting. Cancellation of the postage meter rental agreement /CMRS Agreement shall require the Customer to return the meter(s) immediately to the Company. USPS and /or the Company are not liable for any loss of funds resulting from postage that is printed and not acceptable (i.e., poor print quality) by the USPS.

**MAINTENANCE AND INSPECTION.** The Company will maintain the meter/postage security device (PSD) in proper mechanical condition, either by replacement or repair during the Customer's normal business hours and shall have the right to inspect it at any time during the Customer's normal business hours. The Customer agrees to use reasonable care in the handling and operation of the meter, to run it only at its normal rate of speed, to employ no special attachments, printing plates or other devices unless approved by the Company, and to use only the supplies offered by or meeting the specifications of the Company. Consumable parts and supplies for the meter shall be paid for by the Customer. Repairs that are needed due to the use of unauthorized supplies will be charged to the Customer. Likewise, the Company reserves the right to replace the meter with re-manufactured equipment should a failure occur. Neither USPS nor the Company is responsible for funds loaded on the meter in the event of tampering or misuse that leads to equipment failure.

**CUSTOMER PAYMENT RESPONSIBILITIES.** The Company expects all payments to be made within 30 days for rental and resetting fees. The Company will charge a \$5.00 late fee on the 31<sup>st</sup> day and an additional late fee of \$5.00 for each subsequent 30 days that the invoice remains unpaid. In addition to the payment of all meter rental charges when due, the Customer agrees to pay all meter setting fees and charges incurred in the download of funds into the meter. In addition, the Customer agrees to pay all transaction fees (if applicable) associated with creating and sending an electronic ACH transaction, including fees from the banking institution and processing fees imposed by the Company.

**OWNERSHIP.** It is agreed that the meter/PSD shall remain the property of the Company, but the Customer shall be responsible for any loss or damage of, to, or by the meter including theft, fire, mishandling or any other cause (normal wear and tear only excepted). All replacements or repair costs will be charged at current prices.

**DURATION OF AGREEMENT.** This Agreement is effective from the date it is accepted and shall remain in force, except as otherwise provided, for one year from date of installation of the meter, and may be terminated by either party after that year has expired, provided that written notice is given to the Company 90 days prior to cancellation. In the case of multiple year contracts the Customer is responsible for the entire term of the contract.

However, notice of termination will be waived by the Company if the Customer requests that the Company exchange the meter for one of another model or denomination in combination for use on the same machine, and pays any exchange service charge established by the Dealer Representative.

In the event of failure by the Customer to carry out any provision of the Agreement at any time, to pay rental charges when due or upon the issuance of any writ or process in any proceedings against the Customer, whereby the meter may be levied or attached, the Company may terminate this Agreement and shall have the right to enter upon any premises where the meter may be and repossess it without legal process and in such event the Customer shall pay, upon demand of the company, the accrued charges up to the end of the current quarter, plus the company's expense of recovering the meter and reasonable attorneys' fees actually incurred.

Upon any termination of the Agreement, the Customer will return the meter to the Company in good condition, normal wear and tear accepted, using proper packaging at the Customer's expense.

**LIMITATION OF LIABILITY.** Company shall not be liable to Customer or any other person or entity for indirect, special, incidental, punitive or consequential damages or lost profits arising from this Agreement or the lease of the meter. Data-Pac's cumulative limit of liability for claims shall in no event exceed the rental paid by Customer for the meter in question.

**ACCEPTANCE.** Neither installation of the meter nor receipt of the Rental Agreement represents final acceptance by the Company. This Rental Agreement is subject to final acceptance by the Company at its home office in Webster, New York. The Customer acknowledges receipt of a copy of the Agreement and agrees that acceptance by the Company is to be shown by its invoice for initial interim period charges.

**ENTIRE AGREEMENT.** With respect to the meter specified herein, this Agreement contains the entire agreement of the parties hereto, supersedes any contract or Agreement of prior date between undersigned Customer and the Company, and may be modified only in writing executed by the Customer and the Company.

## ACH AUTHORIZATION AGREEMENT

The Customer authorizes Data-Pac Mailing Systems ("Company") to debit the bank checking account (identified on the reverse side of this Agreement) when a Company representative request to transfer of funds to the customer's Bank Account or initiates a download of funds to the Customer's postage meter. The Company will initiate an ACH direct debit from the aforementioned bank checking account after each download of postage to the Customer's postage meter. The Company will utilize the USPS PostageNow ACH Debit program for all deposits. The Company may charge a processing fee to cover fees associated with creating and sending an ACH transaction.

The Customer authorizes the Company to initiate credit and debit entries and adjustments to the Customer's specified checking account. This authority is to remain in full force and effect until the Company has received 30 days advance written notification of its termination. In addition, the Company, in its discretion, may terminate the Customer's participation in the PostageNow ACH debit program. Any termination will take effect after all entries originated by the Company have been honored.

This ACH Authorization Agreement is subject to, and the parties agree to be bound by, the National Automated Clearing House Association (NACHA) rules relating to corporate trade payment entries in administration of these debit entries. Debit entries will be initiated only as Authorized in the PostageNow – ACH Authorization Agreement. Any issues, objections or discrepancies regarding the amounts debited should be reported in writing by Certified Mail – Return Receipt Requested to Data-Pac Mailing Systems, Attn: ePOSTAGE /ACH, 1217 Bay Road, Webster, NY 14580, within 90 days from the debit date. Failure to deliver such notice within the prescribed period shall constitute an absolute waiver by the Customer of any and all remedies, causes of action and other forms of relief arising out of or in connection with each such debit transactions. The Company shall have 30 days following its receipt of such notice to respond. This Agreement requires 30 days advance notification to be terminated.



# Data-Pac Postage Payment Methods

To transfer funds into a Data-Pac postage meter, the meter communicates with the Data-Pac Computerized Meter Reset System (CMRS) over the internet using our approved cryptographically secure method. This proprietary reset method is called **ePOSTAGE**, and it provides the fastest resets in the industry.

The term "**ePOSTAGE account**" refers to your account within our CMRS. Your **ePostage account number** is specified on your **Postage Statements**. It is also the **DMS Account Number** specified in your eSmart-Mail options.

Whenever funds are transferred to a meter or your ePostage account, your Postage Statement will be emailed to the distribution that has been set up for your account. The Postage Statement shows the month-to-date activity.

There are 4 supported payment methods:

1. ACH Debit
2. Check
3. ACH Credit
4. Wire Transfer

## 1. ACH Debit

ACH Debit is distinctly different from all other payment methods in that the funds are transferred directly into your PSD. With all other payment methods, funds are first moved to your ePostage account with Data-Pac, and resets are performed against this account credit.

You enable ACH Debit on your ePostage account by completing the ACH Debit section on your **Meter Rental Agreement**. If you've already submitted your Meter Rental Agreement, but would now like to add ACH Debit support, please contact Data-Pac at 800-355-1775.

If ACH Debit is enabled on your account, you can still use the other payment methods as well. Whenever a reset is requested, our CMRS will always exhaust your account credit before creating an ACH Debit.

On resetting a meter with ACH Debit, the funds are immediately loaded into the meter. That night a record of the transaction is transmitted from Data-Pac to Citibank. When Citibank processes the transaction, the funds are moved electronically from your bank account to the Postal Service account, over the Automated Clearing House (ACH) network. With this method, the funds are never actually in your ePostage account.

## **2. Check**

To pay by check, you must mail a physical check to our Citibank lockbox address. Once the check is processed by Citibank, they send a record of the transaction to Data-Pac. When Data-Pac processes the transaction, the funds are available as credit in your ePostage account. Specific instructions follow.

Please make the check out as indicated below and send it to the address specified. You do not need to use any coupons or preprinted Data-Pac envelopes.

Once the check is processed through the bank and our CMRS system, the money is then available in your Data-Pac ePostage account for resetting your Data-Pac meters. It may take 5-7 business days from the time you mail the check until the funds are available within our reset system.

**To ensure proper crediting to your Data-Pac ePostage account, please follow these instructions exactly. \* Note that you need to supply your 7-digit Data-Pac ePostage account number in the Memo on the check. If there is no Memo field, it should be written in the Memo area. Alternatively, you can show it on the check skirt, prefaced by “ePostage Account: ”.**

**Make the check out as follows:**

Pay To: U.S. Postal Service (Data-Pac)  
Memo: 1234567 *(supply your 7-digit ePostage account number here)*

**Mail the check to:**

USPS DATA-PAC  
PO Box 7247-6362  
Philadelphia, PA 19170-6362

\* Your ePostage account number is specified on your Postage Statements. It is also the DMS Account Number specified in your eSmart-Mail options.

### **3. ACH Credit**

You must set up ACH Credit payments through your bank. They will give you specific instructions on how to initiate an ACH Credit. They will need the following information:

Citibank NA  
ABA: 021000089  
111 Wall Street  
New York, NY 10005

DDA: 30642952  
Account Name: USPS Data-Pac  
Lockbox Number: 6362

**Also, you must include your ePostage account number in the ACH addenda.**

**Example: "ePostage 1234567"**

This is just an example — please replace “1234567” with your ePostage account number. Your ePostage account number is specified on your Postage Statements. It is also the DMS Account Number specified in your eSmart-Mail options.

When your bank processes an ACH Credit for you, the funds are moved electronically from your bank account, through our Citibank lockbox to the Postal Service account, over the ACH network. Then Citibank sends a record of the transaction to Data-Pac. When Data-Pac processes the transaction, the funds are available as credit in your ePostage account.

#### **4. Wire Transfer**

You must set up Wire Transfer payments through your bank. They will give you specific instructions on how to initiate a Wire Transfer. They will need the following information:

Citibank NA  
ABA: 021000089  
111 Wall Street  
New York, NY 10005

DDA: 30642952  
Account Name: USPS Data-Pac  
Lockbox Number: 6362

**Also, you must include your ePostage account number in the Wire Transfer Details.**

**Example: "ePostage 1234567"**

This is just an example — please replace "1234567" with your ePostage account number. Your ePostage account number is specified on your Postage Statements. It is also the DMS Account Number specified in your eSmart-Mail options.

When your bank processes a Wire Transfer for you, the funds are moved electronically from your bank account, through our Citibank lockbox to the Postal Service account. Then Citibank sends a record of the transaction to Data-Pac. When Data-Pac processes the transaction, the funds are available as credit in your ePostage account.

Please note that your bank will assess a fee for performing each Wire Transfer.