

NCOA ACKNOWLEDGEMENT FORM

NCOA Service Provider” _____

Address: _____ Telephone: _____

This form must be completed and signed by each organization (“Recipient”) requesting any National Change of Address (NCOA) Services before Recipient may receive the service (i.e. updated customer database) from the NCOA Service Provider. The NCOA Services are based on the Canada Post database that includes mover (personal) address information (where the mover has consented to such use.) The purpose of this Acknowledgement Form is to ensure that all parties who receive files in which the NCOA data has been incorporated are aware of restrictions on the use of NCOA data.

For the purpose of NCOA usage that is outlined in this agreement, the definition of customer for licensees or sub licensees of the NCOA data will follow the definition below. In order for a record to be updated on a NCOA licensee/sub licensee’s database, there must be an existing business relationship between the NCOA Licensee (or sub licensee) and the individual/business provided in the NCOA file.

Definition of Customer (in an existing business relationship):

A consumer has made a purchase or donation, has rented, leased or contract for, or has otherwise participated in a organization’s provision of products or services within the past 18 months, or a period consistent with that organization’s normal buying cycle; and an existing business/consumer relationship is also defined as continuing for six months from the date of an inquiry or application from a consumer.

Although NCOA data may only be used for mailing purposes, if the licensee (or sublicensee) has an existing business relationship with a customer, it may use NCOA data to update its customer database in order to maintain correct addressing information.

The Recipient **SHALL NOT**, among other things:

- a) use NCOA information to augment its customer database in the absence of an existing business relationship with that customer or create a movers’ or other sub-list (e.g. to target certain individuals or groups)
- b) verify mover information (e.g. for “skip tracing” or correcting individual mail items)
- c) conduct any statistical activities or analyze mover patterns within Canada.

The Recipient shall ensure that additional recipients of the corrected list/information are aware that they are also subject to the limited use of this information under this Acknowledgement Form. The Recipient understands that Canada Post and/or NCOA Service Provider may take legal action if Recipient fails to comply with these obligations.

The Recipient understands that Canada Post makes no warranty or representation, either express or implied, with respect to the NCOA data file, including its correctness, quality, performance, merchantability, or fitness for particular purpose. Canada Post shall not be liable for direct, indirect, special, incidental, consequential or other damages arising out of use or inability to use the NCOA data, even if advised of the possibility of such damages.

The Recipient understands that if it has an ongoing relationship with an NCOA Service Provider, the Recipient will be required to re-acknowledge these obligations at least once every 12 months. The obligations described in this Agreement continue after any termination of any such arrangement.

- AGREED-

Recipient

Signature: _____
(Authorized Representative)

Name: _____
(please print)

Company Name: _____

Address: _____

Telephone: _____ Date: _____