# Terms and Conditions

30th October 2026

**Article 1. Legal Agreement**

1) You ("You" or "Customer") are deemed to have read, understood and agreed to be legally bound to all of this Terms and Conditions of Service ("T&C") by implementing any of the following:
   (a) clicking a button of "Accept", "Agree" or equivalent on a Service Provider's website for Service;
   (b) entering into a contract regarding the use of Service with Service Provider; or
   (c) starting to use Service.
2) In some Services, Service Provider may add special terms and conditions which reflect the unique specifications or requirements ("Additional Terms") to T&C. Additional Terms shall automatically be incorporated into and become a part of T&C.
3) If You agree or are deemed to have agreed to T&C on behalf of a third party (including a company/organization of which You are an employee), You hereby acknowledge that You have the necessary authority to do so and are responsible for doing so. In this case, references of 'You' and 'Customer' shall be taken as references to such third party.
4) Service Provider may change T&C (including Additional Terms that apply to Service) at any time. When Service Provider changes T&C, Service Provider shall notify You of such change via the website specified by Service Provider, by e-mail or any other means. Customer shall be bound by any changed terms from the day they are first made available by Service Provider. It is Customer's responsibility to monitor any changed term.
5) In the case that there is any conflict between Additional Terms and the other terms of T&C, Additional Terms shall prevail in relation to such Service.
6) Nothing in T&C shall be construed as limiting, excluding or modifying any warranty, guarantee or other right enjoyed by Customer which cannot lawfully be limited, excluded or modified, including any statutory guarantee under the applicable law.

**Article 2. Definition**

The capitalized terms herein are defined as follows:

(a) "FUJIFILM Business Innovation" means FUJIFILM Business Innovation Corp., a Japanese company which has its principle office at 9-7-3 Akasaka Minato-ku Tokyo107-0052, Japan.
(b) "Service" means service(s), with or without charge, which is provided by FUJIFILM Business Innovation or its sales subsidiary to Customer through the Internet and whose order/ application document issued or submitted by Customer (or screen display, if Customer orders or applies for the service via Internet) refers to or shows T&C as condition of use of the service.
(c) "Service Provider" means FUJIFILM Business Innovation or its sales subsidiary who provides Service to Customer specified in the order/ application document (or screen display, if Customer orders or applies Service via Internet) which Customer issues or submits for use of Service.

**Article 3. Use of Service**

1) You may have access to and use Service subject to compliance with all of T&C.
2) Service Provider may set reasonable restrictions on Customer's use of Service, such as limits on file size, data storage space, data processing capacity, and other technical limitations. Customer shall further acknowledge that Service may be

suspended due to technical requirements even if data storage capacity allotted to Customer is not fully occupied.

3) Service is provided for customers in the Asia Pacific/Oceania* region. Those who are outside of the area cannot carry out user registration for Service in principle. For the avoidance of doubt, the foregoing shall not prevent customers from using Service outside of the Asia Pacific/Oceania* region.

   * Australia, China (including Hong Kong and Taiwan), Japan, Indonesia, South Korea, Laos, Malaysia, New Zealand, Philippines, Singapore, Thailand, Vietnam, Myanmar and Cambodia

**Article 4. Required Environments for Use**

1) Service may require a specific technical environment for use, such as applicable hardware devices, Internet access, and software designated by Service Provider (the royalty, if any, shall be borne by Customer). The above requirement includes its periodical updates and renewals, which may affect the performance of Service.

   Customer agrees that it is Customer's sole responsibility to meet the requirement, and that neither Service Provider nor FUJIFILM Business Innovation shall be responsible for such requirement.

2) Service may be accessed using an external service's credentials as a result of ID federation between Service and said external service. However, FUJIFILM Business Innovation makes no warranties and bears no responsibilities in the event that Service cannot be accessed because of said external service.

**Article 5. Software for Service**

1) Service Provider may grant Customer, with or without royalty, a non-assignable and non-exclusive license to use software to be installed on Customer's device as a part of or accompanied with Service ("Software for Service"). Software for Service shall be used for the sole purpose of Service and in the manner separately permitted by Service Provider.
2) Customer shall be strictly prohibited from copying, modifying, distributing, selling, or leasing the whole or a part of Software for Service. Also, Customer shall neither attempt to extract the source code of nor reverse engineer Software for Service.
3) Customer shall fully acknowledge that Customer has agreed to comply with the license terms and conditions of Software for Service designated by Service Provider or FUJIFILM Business Innovation separately at the time of the installation or start of use.

**Article 6. Inquiries from Customer**

Service Provider shall respond to Customer's inquiries sent to the contact address specified by Service Provider. Unless stated in Additional Terms, Customer may inquire only on how to use Service. Service Provider may also make available other support which may, at its sole discretion, be subject to additional charges.

**Article 7. Subcontract of Service**

Service Provider may, at its sole discretion, subcontract the whole or a part of Service to third parties, provided that such subcontract shall not release Service Provider from its obligations in T&C.

**Article 8. Modification of Service**

Service Provider may, at its sole discretion, modify, update or discontinue the whole or a part of Service at any time without liability to Customer. Service Provider shall make reasonable efforts to notify Customer of such modification, update or discontinuance. If Service Provider discontinues Service in its entirety, Service Provider shall refund, on a pro rata basis, Service Fees equivalent to the amount of unperformed portion.

**Article 9. Service Fees and Payment Terms**

1) The fees, charges and other amounts to be invoiced by the Service Provider under T&C ("Service Fees") are stated in (i) the ordering documents stating the purchase of the Service agreed to between the parties in writing from time to time or (ii) the ordering confirmation displayed on Customer's computer when purchasing the Service online ("Order Form").
2) All Service Fees payable by Customer are exclusive of applicable taxes and duties.
3) The Service Fees and applicable taxes (collectively referred to as "Invoiced Amount") shall be stated in an invoice issued by the Service Provider to Customer after the execution of T&C, for the Service rendered.
4) The Invoiced Amount is due immediately and payable by Customer within fifteen (15) days from the date of the invoice. Payment may be by way of telegraphic transfer or such other mode of payment as mutually agreed by both parties, with Customer bearing the relevant bank charges (if any).
5) In the event that the Customer fails to pay the Invoiced Amount by the due date, the Customer agrees to pay the Service Provider interest at a rate of 12% per annum (or the maximum rate of interest allowed under the relevant law) on the overdue amount, until the overdue amount is paid in full.
6) Customer shall, at its responsibility, pay any applicable third-party fees (including telephone toll charges, mobile carrier fees, ISP charges, data plan charges, bank transfer fees, credit card fees, foreign exchange fees, if any) to the third parties. Service Provider are NOT responsible for these fees.
7) To the maximum extent permitted by applicable laws and regulations, all Service Fees are non-refundable whether Customer uses Service or not.
8) In the case that (a) economic conditions undergo extreme change after execution of this agreement, (b) price rates of Service Provider's alliance company are revised, or (c) any other matters which outstandingly raise costs of Service occur, Service Provider may revise Service Fees by giving notice of the revision to Customer at least two (2) months prior to the date of the revision. However, when the revision of Service Fees doesn't constitute disadvantages for Customer, Service Provider may revise Service Fees by giving notice of the revision to Customer at least one (1) day prior to the date of the revision.

**Article 10. Management of User and User ID**

1) User. Customer acknowledges and agrees that Service Provider considers an individual who uses User ID and its password as the user of Service ("User"), and Customer shall make content of T&C known to User and impose on User the same obligations under T&C, and shall be responsible for any User's action and result caused by User. IF ANY DISPUTE, LAWSUIT OR OTHER PROBLEMS ARISE BETWEEN CUSTOMER AND USER, IN NO EVENT SHALL SERVICE PROVIDER AND FUJIFILM BUSINESS INNOVATION BE RESPONSIBLE FOR THEM.
2) Administrator. Service Provider may have Customer appoint an administrator in charge of the following ("Administrator"): (i) registration and management of identification required for User to access to Service ("User ID") and (ii) Communication liaison with Service Provider. Customer shall notify Service Provider of its Administrator's information. When Customer changes Administrator, Customer shall notify Service Provider of such change in advance.
3) Customer shall be responsible for using and managing User ID and its password, and maintaining the security of them. IN NO EVENT SHALL SERVICE PROVIDER AND FUJIFILM BUSINESS INNOVATION BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY USING OR MANAGING USER ID AND ITS PASSWORD, INCLUDING BUT NOT LIMITED TO INSUFFICIENT MANAGEMENT, INPROPER USE AND USE BY A THIRD PARTY OF THEM.
4) Customer agrees that Service Provider may assume anyone who uses User ID and/or its password to be such User.

5) User ID shall be given to and used for only one (1) User, and shall not be shared by two (2) or more Users. Customer shall acknowledge that User ID and its password shall not be disclosed to, assigned to, lent to, exchanged with or shared with any third party, and shall manage its Administrator and User not to let their User ID and its password be disclosed to, assigned to, lent to, exchanged with or shared with any third party.
6) Even though a third party uses Service as User, Customer shall pay Service Provider Service Fees and applicable taxes as long as such User ID and its password match.
7) Customer acknowledges that Service Provider reserve the right to delete User ID of User who does not access Service again within a specified period after date of last access. IN NO EVENT SHALL SERVICE PROVIDER BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY DELETION OF SUCH USER ID.

**Article 11. Customer's Data and Contents**

1) CUSTOMER SHALL AGREE THAT SERVICE PROVIDER AND FUJIFILM BUSINESS INNOVATION IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENTS STORED OR UPLOADED BY USER AND/OR ANY THIRD PARTY ON SERVICE.
2) CUSTOMER SHALL ACKNOWLEDGE THAT SERVICE PROVIDER AND FUJIFILM BUSINESS INNOVATION SHALL HAS NO DUTY AND OBLIGATION TO PRE-SCREEN AND WATCH ANY CUSTOMER'S DATA STORED OR PROVIDED BY CUSTOMER AND/OR USER ON SERVICE. Service Provider and FUJIFILM Business Innovation reserve the right at all times to determine whether Customer's data is appropriate and in compliance with T&C, and may, at its sole discretion, pre-screen, move, refuse, modify and/or remove Customer's data at any time without any prior notice to Customer in case that such Customer's data is found to be in violation of T&C or is otherwise socially objectionable.
3) Service Provider and FUJIFILM Business Innovation are not responsible or liable for any corruption or loss of customer data and programs.

**Article 12. Restrictions on Use**

1) Except as expressly stated herein, Customer shall NOT;
   (a) assign or create security interests on Customer's right or title hereunder for any third party;
   (b) create any computer programs which the whole or any part of Service is embedded as component, and (i) disclose, sell or rent such computer programs or (ii) grant any third party a license to use them;
   (c) reverse-engineer the whole or any part of Service or any component;
   (d) access to Service by any means other than the interface provided or authorized by Service Provider;
   (e) act as a service provider through passing the use or benefit of Service to any third party;
   (f) violate or infringe any property right, copyright, privacy or other rights of Service Provider, FUJIFILM Business Innovation and/or any third party;
   (g) give Service Provider, FUJIFILM Business Innovation and/or any third party disadvantage and/or damage;
   (h) hinder the provision of Service by Service Provider;
   (i) use, transmit or propagate any computer worms, trojans, viruses, harmful or malicious codes or any similar damaging codes (collectively, 'Harmful Codes')
   (j) use Service to engage in conduct that is unlawful, defamatory, libelous, invasive of another's privacy, threatening, tortious, abusive, harassing, hateful,

racially or ethnically offensive, pornographic, obscene or otherwise socially objectionable;
(k) violate laws and regulations applicable to Customer;
(l) try to implement any of the above actions; or
(m) permit any other person to do anything listed above.

2) Customer agrees to:
(a) follow any instructions and Documentation provided by Service Provider and/or FUJIFILM Business Innovation concerning Service; or
(b) use reasonable care not to damage Service or expose any person to injury through the use thereof.

3) Customer is solely responsible for: (i) procuring devices necessary for Service to operate on; (ii) using any data, content, information or material that Customer uploads, downloads, transmits or stores using Service; (iii) regularly backing-up all data and continuously maintaining such back-ups; and (iv) taking its own precautions in respect of virus prevention and detection.

**Article 13. Intellectual Property Rights.**

1) T&C herein shall provide the conditions for Customer only to use Service, NOT to transfer any right and title of Service (including Software for Service, hereinafter the same shall apply in this Article) hereunder from Service Provider or FUJIFILM Business Innovation to Customer. All rights, title and interest in and to Service (including any back-up copies for Service) and any documentation and reports provided by Service Provider or FUJIFILM Business Innovation (including documentation made available on-line or with Service) ('Documentation') will at all times reside exclusively with Service Provider, FUJIFILM Business Innovation and/or its licensors. Customer shall, at Service Provider's expense, provide reasonable cooperation to enable Service Provider to perfect and maintain its rights in such property. All rights not specifically granted in T&C are reserved by Service Provider or FUJIFILM Business Innovation and/or its licensors.
2) Service is protected by any and all laws and regulations, including but not limited to domestic copyright laws of Japan and other countries, and international treaties.
3) Customer shall acknowledge that any Service's structure and organization, and source codes of Software for Service shall be proprietary trade secrets and/or confidential information exclusively owned by Service Provider, FUJIFILM Business Innovation and/or its licensors, and be so treated and protected.

**Article 14. Suspension of Service**

1) Force majeure. SERVICE PROVIDER WILL NOT BE LIABLE FOR STOP, SUSPENSION OR INADEQUATE PERFORMANCE OF THE WHOLE OR PART OF SERVICE TO THE EXTENT CAUSED BY CONDITIONS THAT ARE BEYOND SERVICE PROVIDER'S REASONABLE CONTROL (FOR EXAMPLE, NATURAL DISASTER, ACT OF WAR OR TERRORISM, RIOT, LABOR DISPUTE, GOVERNMENTAL ACTION, AND INTERNET DISTURBANCE).
2) Suspension of Service. Service Provider may suspend the whole or a part of Service for unavoidable or reasonable events, such as maintenance (including update), construction, periodical inspection, and unexpected failure and/or error of equipment and/or software necessary for Service including Software for Service. If Service Provider suspends the whole or a part of Service due to the events stipulated above, Service Provider shall notify Customer of such suspension of Service in advance, except for emergency.
3) Suspension due to Customer. Service Provider may suspend the whole or a part of Service, when Customer falls within any of the following conditions: (i) Customer violates any duties and obligations under T&C; or (ii) regarding Customer's use of Service, Customer, directly or indirectly, gives or is likely to give serious damage to

Service Provider's and/or third parties' business (including but not limited to damage of equipment and data).

**Article 15. Disclaimers of Warranties**

1) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, SERVICE (INCLUDING SOFTWARE FOR SERVICE, HEREINAFTER THE SAME SHALL APPLY IN THIS ARTICLE) IS PROVIDED "AS IS" AND "AS AVAILABLE". SERVICE PROVIDER, FUJIFILM BUSINESS INNOVATION AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO SERVICE, EITHER EXPRESSLY, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY AND NONINFRINGEMENT OF ANY THIRD PARTY RIGHTS. SERVICE PROVIDER AND FUJIFILM BUSINESS INNOVATION FURTHER DISCLAIM ANY WARRANTY THAT (A) SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, FREE FROM EXTERNAL INTRUSION, OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SERVICE WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (C) THE QUALITY OF SERVICE WILL MEET CUSTOMER'S EXPECTATIONS; OR THAT (D) ANY ERROR OR DEFECT IN SERVICE WILL BE CORRECTED.
2) SERVICE, OR ANY FEATURE OR PART THEREOF, MAY NOT BE AVAILABLE IN ALL LANGUAGES OR IN ALL COUNTRIES. SERVICE PROVIDER AND FUJIFILM BUSINESS INNOVATION MAKES NO REPRESENTATION THAT SERVICE, OR ANY FEATURE OR PART THEREOF, IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR LOCATION. TO THE EXTENT CUSTOMER CHOOSES TO ACCESS AND USE SERVICE, CUSTOMER DOES SO AT CUSTOMER'S OWN INITIATIVE AND IS RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS.

**Article 16. Indemnification by Customer**

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SERVICE PROVIDER, FUJIFILM BUSINESS INNOVATION AND ITS LICENSORS AGAINST ANY CLAIM BY ANY THIRD PARTY (EXCEPT TO THE EXTENT SUCH CLAIM IS CAUSED BY A NONEXCUSABLE BREACH BY FUJIFILM BUSINESS INNOVATION OF THIS AGREEMENT) IN RESPECT OF OR ARISING FROM; (I) DATA LOSS, DATA CORRUPTION OR DELAY OF DATA DELIVERY; (II) ANY HARMFUL CODES THAT MAY BE INTRODUCED INTO CUSTOMER'S SYSTEMS OR DEVICES THROUGH USE OF SERVICE; OR (III) ALL ACTS AND OMISSIONS, INCLUDING BUT NOT LIMITED TO ANY WRONGFUL ACTS, OF ANY PERSON ACCESSING OR USING SERVICE (OTHER THAN EMPLOYEES OF SERVICE PROVIDER, FUJIFILM BUSINESS INNOVATION OR ITS SUBCONTRACTOR) AS IF THEY WERE CUSTOMER'S ACTS OR OMISSIONS.

**Article 17. Limitation of Liability**

1) TO THE FULLEST EXTENT PERMITTED BY LAW, FUJIFILM BUSINESS INNOVATION AND SERVICE PROVIDER DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES (AND THEIR EQUIVALENTS UNDER THE RESPECTIVE APPLICABLE LAW), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, IMPLIED WARRANTY OF MERCHANTABILITY OR SATISFACTORY QUALITY.

2) IN NO EVENT WILL FUJIFILM BUSINESS INNOVATION OR SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY CUSTOMER DUE TO (A) ANY HACKERS, VIRUSES, MALWARE OR ILLEGAL ATTACKS; (B) ANY UNAUTHORISED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF THE CONTENT OR OTHER DATA; (C) ANY INABILITY TO USE THE SERVICE AS A RESULT OF TERMINATION OR SUSPENSION OF T&C OR SERVICE PROVIDER'S DISCONTINUATION OF THE SERVICE.

3) IN NO EVENT WILL FUJIFILM BUSINESS INNOVATION OR SERVICE PROVIDER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO DATA LOSS, LOST PROFITS, OR BUSINESS INTERRUPTION ALLEGED TO BE CAUSED BY THE SERVICES), IN ANY WAY ARISING OUT OF OR RELATING TO THE SERVICE.

4) FUJIFILM BUSINESS INNOVATION AND SERVICE PROVIDER DO NOT MAKE ANY WARRANTY OR GUARANTEE AS TO THE ACCURACY, SAFETY AND AVAILABILITY OF THE SERVICE, OR THAT THE SERVICE IS FIT FOR A PARTICULAR PURPOSE OR FREE FROM TRANSLATION ARTEFACTS, AND IN NO EVENT WILL FUJIFILM BUSINESS INNOVATION OR SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY THE CUSTOMER THEREBY.

5) IN ANY EVENT, FUJIFILM BUSINESS INNOVATION, SERVICE PROVIDER AND THEIR LICENSORS' AGGREGATE LIABILITY UNDER T&C WILL BE LIMITED TO THE AMOUNT WHICH CUSTOMER ACTUALLY PAYS THE SERVICE PROVIDER UNDER T&C FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 1 MONTH PRECEDING THE CLAIM.

**Article 18. Termination of Service**

1) Either party may terminate T&C for breach of any clause of T&C, by giving thirty (30) days' prior written notice specifically identifying the breach, unless the breach is cured within the said thirty (30) day period.

2) Either party may terminate T&C with immediate effect upon written notice, if the other party ceases or threatens to cease to carry on its business or if a receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the other party; or if the other party makes any arrangement for the benefit of its creditors; or if the other party goes into liquidation (save for the purposes of a genuine amalgamation or reconstruction).

3) Notwithstanding Articles 18(1) and 18(2) above, Service Provider may suspend or terminate Customer’s access to and use of the Service at any time, where Customer is, in Service Provider's sole opinion, a repeat infringer of the terms of T&C.

4) Unless stated in Additional Terms, Service Provider may, at its sole discretion, terminate the whole or a part of Service at any time based upon any of the following events:
   (a) Customer has breached any of T&C or has acted in a manner that clearly shows that Customer doesn’t intend to, or is unable to, comply with T&C;
   (b) Customer has failed to timely pay Service Fees to Service Provider;

(c) Service Provider or FUJIFILM Business Innovation has been required to terminate Service by law (for example, where the provision of Service to Customer is, or becomes, unlawful);
(d) Service Provider or FUJIFILM Business Innovation has determined to discontinue Service, in whole or a part, (such as if it becomes impractical for Service Provider or FUJIFILM Business Innovation to continue offering Service in Customer's country or area due to change of law);
(e) Customer's account for charge-free Service, if applicable, has been inactive for six (6) months or longer; or
(f) Service Provider has reasonably determined it inappropriate to continue to provide Service.

**Article 19. After Termination of Service**

Upon termination of T&C, Customer shall pay Service Provider for all Service rendered, up to the last day of T&C. When Service is terminated, Service Provider may disable Customer's User ID, halt logging into Service by Customer and delete all remaining Customer's data stored on Service, if any. Customer shall, on its cost and responsibility, back up or move Customer's data to Costumer's own storage before the termination date of Service.

**Article 20. Miscellaneous**

1) Governing Law. If Service Provider is located in Japan, T&C shall be governed and interpreted in accordance with the laws of Japan. Any dispute arising out of or in connection with T&C shall be subject to the first and exclusive jurisdiction of Tokyo District Court. If Service Provider is located outside of Japan, T&C shall be governed and interpreted in accordance with the laws of the country, state or province in which such Service Provider is located. Any dispute arising out of or in connection with T&C shall be subject to the first and exclusive jurisdiction of the court having jurisdiction over the location of the head office of Service Provider.
2) Privacy. Regarding the collection, use and management of personal information provided by customers, the service provider and FUJIFILM Business Innovation will comply with the applicable laws and regulations on the protection of personal information, and the privacy policy described below separately provided to customers.
https://direct-fb.fujifilm.com/ap2/sc/privacy_policy_fbd/
3) No Assignment. Customer shall not assign or otherwise transfer the whole or a part of Customer's rights and obligations under T&C, without Service Provider's prior written consent. Service Provider or FUJIFILM Business Innovation may assign its rights under T&C to any of its affiliate companies without obtaining the Customer's prior written consent so long as such affiliate company agrees to comply with T&C.
4) Export Control. Use of Service, including, transferring, posting, or uploading data, software or other content via Service, may be subject to the laws and regulations for export control of the country in which Customer is located and other countries. Customer agrees to comply with all applicable laws and regulations related to export control.
5) No Waiver. No waiver of the whole or a part of Service Provider's rights and titles herein shall be effective and binding unless such waiver is executed in writing by Service Provider against Customer. No waiver by Service Provider of any right and title hereunder shall be deemed to be a waiver of the same right and title on any other occasion.

6) Severability. If any part of T&C is held invalid, voidable, illegal or unenforceable, such part shall be construed in a manner consistent with applicable laws to reflect, as nearly as possible, the original intention of the parties hereof, and the remaining parts shall remain in full force and effect.
7) Entire Agreement. T&C constitutes the entire agreement between Customer and Service Provider, governs Customer's use of Service and completely replaces any prior agreements between Customer and Service Provider in relation to Service.
8) Survival of Terms. Any clauses hereof which by their nature are supposed to survive the termination or expiration of T&C should be so interpreted.

# Additional Article for FUJIFILM IWpro

This Additional Article constitutes part of the agreement between Customer and Service Provider regarding "FUJIFILM IWpro" in addition to the T&C, with said T&C already in effect.

Except as otherwise provided in this Additional Article, the capitalized terms used in this Additional Article shall have the same meaning as the ones defined as set forth in T&C.

(1) In this Agreement, the following terms shall be defined as follows:

(a) "Tenant" means a collection of online data for organizing user management, user group management, "Multifunction Devices" management, "Multifunction Devices" usage data and other data handled by this service.

(b) "Administrator" refers to someone designated by the Ordering Party to administer the Tenant.

(c) "User" refers to an individual designated by the Ordering Party as an user of the Services.

(d) "Multifunction Devices" refers to a multifunction device manufactured by FUJIFILM Business Innovation. and/or its affiliates installed a Special Service Module, registered to the service by a predetermined method of Service Provider.

(e) "Third-party devices" mean multifunction devices or printers other than those made by FUJIFILM Business Innovation.

(f) "Printer MIB" information means the number of prints, the number of scans, the number of copies, etc.

(g) "Service Software" means the software that is provided to Customer as part of this Service or together with this Service.

(h) “Third Party Service” means the service provided or operated by a third party which the Service has a function to connect to. The list of Third Party Services is set forth in Article (3) of this Additional Article.

(i) “Third Party Service Provider” means an entity (and its affiliates, if applicable) that provides or operates Third Party Service. The list of Third Party Service Providers is set forth in Article (3) of this Additional Article.

(j) “Cabinets” means units of document database used in file management features of this service.

(2) Customer shall not do the following:

(a) Duplicate, distribute, sell, transfer, or rent all or part of the Service Software;

(b) Modify, delete, or otherwise alter all or part of the Service Software;

(c) Disassemble, decompile, reverse engineer, or otherwise attempt to extract the source code of all or part of the Service Software;

(d) Disclose, sell, rent, or sublicense all or part of the Service Software to any third party.

(3) Third Party Services and corresponding Third Party Service Providers are as follows:

| Third Party Service | Third Party Service Provider | Description |
|---|---|---|
| DocuSign | DocuSign Inc. | Electronic contract service |
| Box | Box Inc. | Cloud content management service |
| OneDrive for Business | Microsoft Corporation | Corporate-oriented data storage service. |
| Office for the web | Microsoft Corporation | The service that opens Microsoft Corporation Office documents in a web browser |
| kintone | Cybozu, Inc. | A web-based business groupware |
| Adobe Sign | Adobe Inc. | A web-based e-signature service |
| Google Drive | Google LLC | A web-based file storage service |
| Dropbox | Dropbox, Inc. | A web-based file storage service |
| Microsoft SharePoint Online | Microsoft Corporation | A web-based collaborative platform |
| Microsoft Teams | Microsoft Corporation | A web-based communication platform |
| Salesforce | Salesforce, Inc. | A web-based CRM-centric business applications |

(4) In order to use the linking function with the "Third Party Service", the Customer must have his or her own account with the "Third Party Service". The terms and conditions for using the "Third Party Service" and inquiries, etc. shall be in accordance with the terms and conditions established by the service provider of the "Third Party Service".

(5) If Service Provider, FUJIFILM Business Innovation or Third Party Service Provider determines that this Service or a solution using this Service will adversely affect the Third Party Service, Service Provider or FUJIFILM Business Innovation may instruct the Customer to suspend its use or make changes to avoid said adverse effects, and the Customer shall comply with the instructions.

(6) If Third Party Service Provider terminates the provision of the Third Party Service, the provision of the linkage feature to the Third Party Service in this Service will also be terminated.

(7) Customers who use the linkage feature to Third Party Service in this Service shall comply with the applicable terms and conditions of the Third Party Service and privacy policy provided by the Third Party Service Provider.

(8) The time period when the Service Provider will provide the services is from 0:00 to 24:00, every day. However, this does not apply if the matters stipulated in Articles 8, 14 or 18 of the T&C are applicable.

(9) The Service inquiries shall be accepted only from the "Administrator" on the dedicated website (and telephone) during the following hours.

(a) For queries via telephone: every day during normal working hours, excluding weekends and public holidays (in the country/territory where the Services are provided).

(b) For queries via website: within one (1) business day. If the query is received during weekends or public holidays, then the reply will be given by the next business day.

(10) The second sentence in Section 2 of Article 11 of the T&C shall not apply to FUJIFILM IWpro.

(11) For FUJIFILM IWpro, Article 19 of the T&C shall be deleted and replaced in its entirety by this Section 11.
Upon termination of T&C, Customer shall pay Service Provider for all Service rendered, up to the last day of T&C.
Upon termination of T&C for any reason, the Service Provider shall disable the Customer's access to the Service and, if any data or other information remains in the Service, delete such data and information. Notwithstanding the foregoing, if the Customer subscribes to another service provided by FUJIFILM Business Innovation that uses the same Tenant as the Service (the "Other Service"), FUJIFILM Business Innovation may retain the Service settings, Multifunction Device's information, and other information necessary for the provision of the Other Service for so long as the agreement for the Other Service remains in effect. The Customer shall, at its own cost and responsibility, back up or transfer the Customer's data to its own storage device by the termination of T&C.

(12) Service Provider and FUJIFILM Business Innovation cannot manage or verify the data stored in FUJIFILM IWpro at all when customer use the service.

(13) Any document data provided by Customer will be protected by implementing reasonable organizational, personnel, physical and technical security measures in accordance with relevant laws and company rules of Service Provider.

(14) In this service, the personal information of the user will be transferred to Japan for the registration of the user ID and for the purpose of recovering our service from failures. If the user ID cannot be registered for this service, the user cannot use this service. If customer or the user wishes to withdraw your consent to the transfer of personal information to a foreign country, customer or the user must stop using this service or cancel this service. Even if customer cancels this service, the customer is not exempt from the obligation to pay the unpaid service charge, and the service charge paid by the customer before the cancellation is not refundable.

(15) Notwithstanding the provisions of Article 9, Paragraph 4 and Article 18, Paragraph 1 of the T&C, if all or part of the Service is terminated during the contract period stated in the Service Contract, the Service Provider will refund to the Customer a portion of the service fee already paid, which amount shall be calculated in correspondence to the number of days remaining in the contract period.

(16) We may not be able to provide the usage information of multifunction devices and Printer MIB information of third-party devices if any of the following are true:

(a) When the multifunction device is not connected to the network

(b) When the power of the multifunction device is not turned on

(c) When the accounting setting of the multifunction device is not turned on.

(17) This service shall not guarantee that the counter value of the usage data of the MFP shown in this service is same as the counter value shown in the invoice of the MFPs contracts between Customer and the Service Provider.

(18) The maximum number of Service users, number of Multifunction Devices, and Data capacity (and number of Cabinets linked to it) are as indicated in the Service contract. If Customer wishes to change said limit, this shall require a separate written agreement.

(19) If Customer wishes to reduce the maximum number of Service users, number of Multifunction Devices, or Data capacity (and number of Cabinets linked to it),

Customer shall reduce the quantity of them to the desired limit before the change is agreed upon. The Service Provider shall not agree to the change unless the quantity of them is equal to or less than the desired limit.

(20)The service related to time stamp is only available in Japan.

(21)The right to use the "Service Software" takes effect from the time the customer agrees to this T&C during the validity period of the contract regarding the use of this service, and shall remain in effect until the end of the contract.

(22)The validity of the usage rights set forth in the preceding paragraph will be confirmed via the Internet from the client to the server managed by FUJIFILM Business Innovation each time the Service Software is activated. If validity cannot be confirmed continuously for a predetermined period of time due to reasons such as poor internet connection, the customer will be unable to use the "Service Software" and will be required to login again to use it.

(23)Service Provider shall be able to change or terminate specifications of the Services or portions of the content of the Services provided without the consent of Customer for the purpose of improving the features or responding to the emergence of new attack methods such as unauthorized attacks and viruses. In this case, Service Provider shall notify Customer of the changed contents in advance, and the contents of the notification shall take precedence over this Agreement.

(24)If the "Administrator" designates a third party as a user, the customer shall pay the service fee stated in the contract details of the contract regarding the use of this service and the amount equivalent to consumption tax and local consumption tax.

(25)Designating a third party as a user does not correspond to the transfer of a third party in Article 12, Paragraph 1 of this T&C.

(26)In order for Customer to evaluate the Services, Service Provider may provide a free trial of Service (hereinafter referred to as "Free Trial Edition"), based on the following conditions:

(a) If the Customer applies for a free trial of the Service in accordance with the procedures prescribed by the Service Provider, and the Service Provider accepts the trial, the Customer may use the Service free of charge for a period of 30 days from the date of acceptance.

(b) Service Provider can specify the number of Service users, number of Multifunction Devices, and Data capacity (and number of Cabinets linked to it) that Customer can use in the Free Trial Edition.

(c) During the Free Trial period, Customer shall comply with the T&C and this Additional Article. However, Articles 18, 19, and 20 of this Additional Article shall not apply.

(d) If the Free Trial Edition is to be used by a third party other than workers who are under the business chain-of-command, the Customer shall impose on that third party the same obligations that are imposed on Customer based on this agreement, and the Service Provider shall bear no responsibility for any problems such as disputes or lawsuits between the third party and the Customer.

(e) The companies operating the communication line and Internet connection used by the Customer in the Free Trial Edition shall each be contracted at the Customer's expense and responsibility, and the Service Provider shall bear no

responsibility for the quality of services provided by the communication line and Internet connection companies.

(f) Operating environment and other related information are the same as that of FUJIFILM IWpro (paid version) posted on the Service Provider's official website.

(g) Notwithstanding Articles 14 and 18 Section 2 of the T&C, Service Provider may, at its sole discretion and at any time, suspend or terminate Customer's Free Trial Edition.

(h) The customer shall not conduct load tests, benchmark tests, etc. that place an excessive load on the service provider's facilities, networks, etc.

(i) If Customer wishes to continue using the Service after the end of the free trial period, Customer shall apply for paid use of the Service.

(j) Customer is deemed to allow Service Provider to send emails on provision of the Free Trial Edition and information on how to use the Free Trial Edition more effectively to Users who apply through the application website.

(k) The following actions shall be taken when the period of use of the Free Trial Edition expires. After the period of use of the Free Trial Edition ends, there is a period for application of the paid version. When this period ends, the Data remaining in the Free Trial Edition shall be deleted. Service Provider will not be liable for the deleted data. The customer shall, at own responsibility, remove necessary data. from the Service by the end date of the free trial period, and remove any Service Software installed on the Multifunction Devices or the PC in order to use the Service.

(27) In order to use the multifunction device linkage feature on Multifunction Devices, the Customer must install the corresponding software on Multifunction Devices in advance.

(28) In addition to the privacy policy provided to the customer in accordance with Article 20, Clause 3, the Customer is deemed to agree to the implementation of the following matters by the service providers and FUJIFILM Business Innovation.

(a) The Customer agrees that the Service Provider may maintain a log of the Customer’s usage of the Services, for purposes of enhancing the Services or Service level.

(b) For the purpose of recovering our service from failures, the usage logs including document data when the Customer uses our service are store for a period of time.

(c) When Customer uses this service by logging in to Multifunction Devices with IC card authentication, this service acquires IC card information and stores it in this service.

(29) This Service is provided only for customers in the countries/regions (*) below. Those who are not in the area cannot register and use Service.

* Hong Kong, Taiwan, South Korea, Australia, New Zealand, Singapore, Thailand, Malaysia, Vietnam, Philippines, and Japan

(30) The following governs the redistribution of font software included in this Service ("Font Software").

(a) Electronic distribution of Font Software is permitted via Customer-created documents whose format allows either the embedding of static images that contain Font Software or the embedding of Font Software for the purpose of

document display and printing (but not editing, modification, improvement, and revision).

(b) Customer must not embed Font Software in documents that are distributed in exchange for any form of compensation. (For example, Customer must not embed Font Software in electronic documents that are provided to the public in exchange for a fee.)

(31) The following applies to the copyrights of font programs included in this Service. Font program copyrights are protected under the Copyright Act and international law.

(a) The Yu Gothic and Yu Mincho fonts included in this Service are provided by JIYUKOBO Ltd., which owns the font program copyrights.

(b) The BIZ UD Gothic, BIZ UD Mincho and UD Digi Kyokasho fonts included in this Service are provided by Morisawa Inc., which owns the font program copyrights.

(c) The font program copyrights related to Adobe PDF Converter Pro SDK and PDF included in this Service belong to Adobe Inc. or its suppliers.

(d) The font program copyrights related to Monotype included in this Service belong to Monotype Imaging Inc. or its suppliers.

(32) If Customer purchases the right to use Service through Service Provider's distributor, the following terms and conditions shall apply.

(a) The third Sentence of Article 8, Paragraph 3, Paragraph 5 and Paragraph 8 of Article 9, Paragraph 6 of Article 10, and Paragraph 1 and Paragraph 4(b) of Article 18 of the T&C shall not apply.

(b) Article 9, Paragraph 7 of the T&C herein shall be modified as follows.

To the maximum extent permitted by applicable laws and regulations and except as provided otherwise in these T&C, all Service Fees paid by the Customer to a distributor are non-refundable whether Customer uses the Service or not.

(c) Article 17, Paragraph 5 of the T&C shall be modified as follows.

THE TOTAL LIABILITY OF SERVICE PROVIDER AND FUJIFILM BUSINESS INNOVATION FOR ANY MATTER CAUSED BY OR RELATED TO THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE AMOUNT BY DIVIDING THE SERVICE FEE PAID BY THE CUSTOMER TO THE DISTRIBUTOR TO USE THE SERVICE BY THE NUMBER OF MONTHS OF THE CONTRACT PERIOD.

(d) Article 18 of Additional Article for FUJIFILM IWpro shall be modified as follows.

The number of Service users, number of Multifunction Devices, and Data capacity (and number of Cabinets linked to it) are as indicated in the Service contract. If Customer wishes to add the number of services, this shall require an agreement between the customer and the distributor.

(e) Article 19 of Additional Article for FUJIFILM IWpro shall not apply.

(33) The following conditions shall apply to programs consisting of script files, configuration files, etc. created by Customer, the Service Provider, or other third parties for the purpose of extending the functionality of Service (hereinafter referred to as "extension plug-in").

(1) Here we define the following terms:

① An "extension plug-in provider" means the corporation (and, if applicable, its affiliates) that provide(s) or manage(s) an extension plug-in.

② An "extension plug-in linked service" means a service provided or managed by a third party that can be linked to Service with an extension plug-in.

③ An "extension plug-in linked service provider" means the entity (and, if applicable, its affiliates) that provide(s) or manage(s) an extension plug-in linked service.

(2) If there are other terms of use or conditions set by the extension plug-in provider for the extension plug-in, the customer shall use the extension plug-in in accordance with the contents of those terms of use or conditions.

(3) Regarding the handling of data in the extension plug-in, the terms of use and privacy policy stipulated by the extension plug-in provider shall apply.

(4) Customer shall use the extension plug-in at Customer's discretion and responsibility, and the service provider shall not be liable for any consequences that may occur from the use of the extension plug-in.

(5) If there is a different provision of warranty or liability by the extension plug-in provider with respect to the extension plug-in, Customer shall comply with it. However, even in such cases, the service provider shall not bear any responsibility.

(6) In order to use an extension plug-in linked service, Customer must have an account for the extension plug-in linked service. Regarding the conditions for and inquiries about using the extension plug-in linked service. Customer shall comply with the terms of use stipulated by the extension plug-in linked service provider. Regarding the handling of data in the extension plug-in, the terms of use and privacy policy stipulated by the extension plug-in provider shall apply.

(7) Regarding inquiries about the contents of the extension plug-in and the extension plug-in linked service, Customer shall contact the extension plug-in provider or the extension plug-in linked service provider in accordance with the inquiry conditions stipulated by the extension plug-in provider or the extension plug-in linked service provider, and the provisions of Section 9 of this Additional Terms shall not apply.

(34) Service Provider may provide the account information (Name, Email address, User ID) and user data which have been registered with Service to providers of extension plug-ins or third-party providers in order to provide the function provided by the provider of the extension plug-in or third-party providers.

(35) The aggregation function of the equipment management service will perform aggregation of the device log data only once a day at the time set by the Administrator (the “Aggregation Timing”). The Customer acknowledges that the aggregation results are based on the log data of the device sent at the Aggregation Timing. Furthermore, if at the Aggregation Timing, the log data cannot be sent due to the device’s condition, network status or other factors, there may be a difference of several days. Therefore, the aggregation results may not correspond exactly with the meter values of the machine. As such, Service Provider does not make any warranty or guarantee as to their accuracy or suitability to the Customer’s purpose, and in no event will Service Provider be liable for any damages or loss incurred by the Customer therefrom.

(36) Customers may register individuals who are not affiliated with their company as

guest users within the Customer’s Tenant. When registering individuals who are not affiliated with their company, Customers shall ensure compliance with all applicable laws, regulations, and related rules, and shall take any necessary actions to adhere to such laws, regulations, and rules. Furthermore, Customers shall ensure that such guest users are bound by the obligations outlined in these Terms of Use and shall assume responsibility for ensuring those obligations are fulfilled by such users.

(37) Customers who use the generative AI data extraction function and the conversational AI search function shall be subject to the following conditions in addition to the contents of these Terms and Conditions.

(1) Service Overview

The generative AI data extraction function is a service provided by the Service Provider or FUJIFILM Business Innovation as part of the FUJIFILM IWpro functionalities, which extracts data from forms using generative AI. The generative AI data extraction feature applies when the Extraction Method is set to "AI Extraction" or when Detail Extraction Settings are enabled.

The conversational AI search function is a service provided by the Service Provider or FUJIFILM Business Innovation as part of the FUJIFILM IWpro functionalities, which uses generative AI to respond to User's text-based questions by searching only the data within the relevant workspace, and then generates a summarized response based on the search results to answer the User’s question (hereinafter referred to as the "Generative AI Response").

Details of each service are stipulated in manuals separately provided by the Service Provider to customers.

In this clause, the generative AI data extraction function and the conversational AI search function are collectively referred to as the “AI Functions”, and the data created by the AI Functions including Generative AI Response are collectively referred to as the "Extraction Result Data".

(2) Service Usage Conditions
The AI Functions can be used within the monthly usage limits specified separately by FUJIFILM Business Innovation. The monthly usage volume of the AI Functions resets at the end of each month. Even if the Customer’s monthly usage of AI Functions does not reach the limits by the end of the month, unused usage cannot be carried over to the following month. If the Customer's usage exceeds the monthly limits, access to the relevant AI Functions will be restricted.

(3) Customer Consent
Customers agree that FUJIFILM Business Innovation may collect Customer data for investigation in case of malfunctions of the AI Functions.

(4) Data Access
Except as required by law, the Service Provider and FUJIFILM Business Innovation will not access Customer data or Extraction Result Data without Customer consent.

(5) Use of Uploaded Data
Data uploaded by Customers to the AI Functions and Extraction Result Data will not be used for training, tuning, or similar purposes of the generative AI embedded in the AI Functions.

(6) Disclaimer

The AI Functions may produce biased, varying, incorrect, or misleading, results or responses depending on the customer data used or malfunctions in connected services. The Extraction Result Data shall be used at the Customer's discretion and responsibility. The Service Provider and FUJIFILM Business Innovation make no warranties regarding:

① the Extraction Result Data will meet Customer requirements or will always be available without interruption, timely, secure, free from unauthorized access, or error-free;

② the validity, accuracy, or reliability of the Extraction Result Data;

③ the quality of Extraction Result Data meeting Customer expectations; or

④ correction of errors or defects in the Extraction Result Data.

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Supplementary Provisions

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