

This document contains the following terms and conditions for each country and region.

( Australia, Hong Kong, Malaysia, New Zealand, Philippine, Singapore )

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## For Australia

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### **Cloud Service Hub - Terms and Conditions**

#### **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 (whichever occurs first):
  - (a) clicking a button of "Accept", "Agree" or equivalent on a Service Provider's website for Service;
  - (b) entering into an Order Form 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 BI" means FUJIFILM Business Innovation Corp. a Japanese company which has its principle office at 9-7-3 Akasaka Minato-ku Tokyo107-0052, Japan.
- (b) "GST" means goods and services tax and has the same meaning given to it in any law imposing a GST including A New Tax System (Goods & Services Tax) Act 1999 (Cth).
- (c) "Order Form" means the ordering mechanism used by the Customer (whether electronic or otherwise) stating the purchase of the Service and which expressly cross-references and incorporates these T&C.
- (d) "Non-Excludable Rights" has the meaning given in Article 17.
- (e) "Service" means service(s), with or without charge, which is provided by FUJIFILM BI 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.

- (f) "Service Provider" means FUJIFILM BI 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.

### **Article 4. Required Environments for Use**

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 BI shall be responsible for such requirement.

### **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 BI 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 the Order Form.
- 2) All Service Fees payable by Customer are exclusive of applicable taxes (including GST) and duties.
- 3) The Service Fees and applicable taxes, including GST (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 by the due date specified in the Order Form, or if not stated therein, within fifteen (15) days from the date of the invoice. Payment may be by way of electronic 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 own 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) The Service Provider may revise Service Fees by giving notice of the revision to Customer at least sixty (60) days 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 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 BI 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 BI 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.

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

- 1) CUSTOMER AGREES THAT SERVICE PROVIDER AND FUJIFILM BI IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENTS STORED OR UPLOADED BY USER AND/OR ANY THIRD PARTY ON SERVICE.
- 2) CUSTOMER AGREES THAT SERVICE PROVIDER AND FUJIFILM BI 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 BI 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.

#### **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 BI and/or any third party;
  - (g) give Service Provider, FUJIFILM BI 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 BI 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) and must at all times use commercially available anti-virus protection.

#### **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 BI 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 BI (including documentation made available on-line or with Service) ('Documentation') will at all times reside exclusively with Service Provider, FUJIFILM BI 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 BI 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 BI 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 BI 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 NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. SERVICE PROVIDER AND FUJIFILM BI 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 BI 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 BI AND ITS LICENSORS AGAINST ANY CLAIM BY ANY THIRD PARTY (EXCEPT TO THE EXTENT SUCH CLAIM IS CAUSED BY A NON-EXCUSABLE BREACH BY FUJIFILM BI 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 BI OR ITS SUBCONTRACTOR) AS IF THEY WERE CUSTOMER'S ACTS OR OMISSIONS.

**Article 17. Limitation of Liability**

- 1) NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING, EXCLUDING OR MODIFYING ANY WARRANTY, GUARANTEE OR OTHER RIGHT ENJOYED BY THE ORDERING PARTY WHICH CANNOT LAWFULLY BE LIMITED, EXCLUDED OR MODIFIED, INCLUDING ANY STATUTORY GUARANTEE PROVIDED TO 'CONSUMERS' UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH) ("NON-EXCLUDABLE RIGHTS"). WHERE PERMITTED BY LAW TO DO SO, SERVICE PROVIDER LIMITS ITS LIABILITY FOR ANY NON-EXCLUDABLE RIGHTS TO, AT SERVICE PROVIDER'S OPTION: (A) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; THE REPAIR OF THE GOODS; THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (B) IN THE CASE OF SERVICES, ANY ONE OR MORE OF THE FOLLOWING: SUPPLYING THE SERVICES AGAIN; OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.
- 2) TO THE FULLEST EXTENT PERMITTED BY LAW AND SUBJECT TO ANY NON-EXCLUDABLE RIGHTS, FUJIFILM BI 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.
- 3) IN NO EVENT WILL FUJIFILM BI 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.

- 4) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FUJIFILM BI OR SERVICE PROVIDER BE LIABLE FOR ANY: SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES: LOSS, CORRUPTION OR DELAY OF DATA; LOSS OF PROFITS, REVENUE, OPPORTUNITY OR GOODWILL; OR BUSINESS INTERRUPTION, IN ANY WAY ARISING OUT OF OR RELATING TO THE SERVICE.
- 5) FUJIFILM BI 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 BI OR SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY THE CUSTOMER THEREBY.
- 6) SUBJECT TO THE NON-EXCLUDABLE RIGHTS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ANY EVENT, FUJIFILM BI, SERVICE PROVIDER AND THEIR LICENSORS' AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE) 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 and requiring it be cured, 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, in breach of any of these T&C.
- 4) In addition to the above, Service Provider may 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 and 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 pay Service Fees to Service Provider as required by these T&C;
  - (c) Service Provider or FUJIFILM BI has been required to terminate the Service by law (for example, where the provision of Service to Customer is, or becomes, unlawful);

- (d) Service Provider or FUJIFILM BI has determined to discontinue Service, in whole or a part, (for example, if it becomes impractical for Service Provider or FUJIFILM BI to continue offering Service in Customer's country or area due to change of law);
- (e) Customer's account has been inactive for six (6) months or longer.

#### **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 Customer's own storage before the termination date of Service.

#### **Article 20. Miscellaneous**

- 1) Governing Law. The 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.
- 2) Privacy. Service Provider and FUJIFILM BI shall comply with the obligations of the applicable privacy protection law and its privacy policy in relation to collection, use or management of personal information provided by Customer. Customer may see the privacy policy of FUJIFILM BI on its web site at the following link  
["http://direct-fb.fujifilm.com/ap2/sc/no\\_login\\_privacy\\_policy/en/"](http://direct-fb.fujifilm.com/ap2/sc/no_login_privacy_policy/en/)
- 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 BI may assign its rights under T&C to any of its affiliate company 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 Terms for Cloud Service Hub (“Additional Terms”)**

**THESE** Additional Terms constitute part of agreement between Customer and Service Provider regarding Cloud Service Hub in addition to Terms and Conditions of Service.

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

### **Article 21. Definitions**

- (1) "Tenant" herein means the user administration function of Service, which is established on Service Provider's data center and allocated to Customer.
- (2) "FUJIFILM BI's Multifunction Device" herein means a multifunction device manufactured by FUJIFILM BI and/or its affiliates on which Service Provider or Customer installs Software for Service or which is available for use with "Print Utility for iOS 2.1 or higher" or "Print Utility for Android 2.1 or higher" or "Print & Scan Hub" provided by FUJIFILM BI and/or its affiliates.

### **Article 22. Scope of Services**

- (1) Service lets User to have online access to the multiple cloud services, the accounts of which the User has, with single sign on via FUJIFILM BI's Multifunction Device and/or Print Utility and/or Print & Scan Hub. Using Service, User may:
  - (i) upload its data directly to the multiple cloud services;
  - (ii) search on the multiple cloud services;
  - (iii) browse the multiple cloud services; and
  - (iv) download its data directly from the multiple cloud services.
- (2) In accordance with the information about the Administrator registered by Customer registered upon signing up for Service, Service Provider may allocate one (1) Tenant to Customer and let the Administrator to access it via internet.

### **Article 23. Precondition to Use**

- (1) When User wishes to use Services via a FUJIFILM BI's Multifunction Device, Customer must ensure that any such device is compatible to access the Services as specified in these T&C or as otherwise directed by the Service Provider and the Customer must request that Service Provider make available enabling Software to be installed on the device (at Customer's own cost).
- (2) To access a certain cloud service via Service, Customer may need to purchase and activate the connector function, which enables Service to connect with the cloud service, on FUJIFILM BI Direct.
- (3) Customer agrees that Service Provider may obtain and maintain the following information for the purpose of functional enhancement of Service:
  - (i) the usage logs of Service;
  - (ii) the machine information send by FUJIFILM BI's Multifunction Device, including but not limited to information about the model and machine number of it; and

(iii) the client device information send by Print Utility or Print & Scan Hub, including but not limited to information about the types and versions of Print Utility or Print & Scan Hub and operating system used by User.

- (4) This service is provided for the customers in Asia Pacific/Oceania\* region. Those who are outside of the area cannot carry out user registration nor use the services in principle.  
\* Australia, China (including Hong Kong and Taiwan), Japan, Indonesia, South Korea, Laos, Malaysia, New Zealand, Philippines, Singapore, Thailand, Vietnam, Myanmar and Cambodia

**Article 24. Term**

- (1) The initial term of the Service starts on the date the Service Provider first provides the Customer access to the Services and continues (unless otherwise stated in the Order Form) for one (1) year ("Initial Term").
- (2) At the end of the Initial Term, the Service will be renewed automatically for one (1) year each (each an "Extended Term"), unless either party gives at least one (1) month's prior written notice to the other party to terminate this Agreement.
- (3) In the event that the Ordering Party terminates this Agreement without cause during the Initial Term or during any Extended Term, the Ordering Party agrees to pay the Service Provider any unpaid Service Fees for the remaining period of the then current term (irrespective on the payment frequency for the Service Fees).
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**Cloud Service Hub**  
**Terms and Conditions**

Ver. 1.0.4 (October 1, 2021)

**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.
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**Article 2. Definition**

The capitalized terms herein are defined as follows:

- (a) "FB" 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 FB 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 FB 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.

#### **Article 4. Required Environments for Use**

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 FB shall be responsible for such requirement.

#### **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 FB 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"). For Macau Customer, invoice will be issued in MOP at current prevailing exchange rate unless otherwise specify. Service Provider reserves the right to change the MOP price due to a fluctuation in exchange between Hong Kong dollar and Macau Patacas without prior notice.

- 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 own 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 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 FB 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 FB 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.

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

- 1) CUSTOMER SHALL AGREE THAT SERVICE PROVIDER AND FB 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 FB 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 FB 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.

#### **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, FB and/or any third party;
  - (g) give Service Provider, FB 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 FB 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 FB 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 FB (including documentation made available on-line or with Service) ('Documentation') will at all times reside exclusively with Service Provider, FB 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 FB 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, FB 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, FB 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 NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. SERVICE PROVIDER AND FB 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 FB 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, FB AND ITS LICENSORS AGAINST ANY CLAIM BY ANY THIRD PARTY (EXCEPT TO THE EXTENT SUCH CLAIM IS CAUSED BY A NON-EXCUSABLE BREACH BY FB 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, FB 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, FB 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 FB 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 FB 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) FB 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 FB OR SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY THE CUSTOMER THEREBY.



- 5) IN ANY EVENT, FB, 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 FB 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 FB has determined to discontinue Service, in whole or a part, (such as if it becomes impractical for Service Provider or FB 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 the Service Fee for the year of termination and there shall be no refund of Service Fee for the remaining periods of the year of termination. 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 Customer'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. Service Provider and FB shall comply with the obligations of the applicable privacy protection law and its privacy policy in relation to collection, use or management of personal information provided by Customer. Customer may see the privacy policy of FB on its web site at the following link  
["http://direct-fb.fujifilm.com/ap2/sc/no\\_login\\_privacy\\_policy/en/"](http://direct-fb.fujifilm.com/ap2/sc/no_login_privacy_policy/en/)
- 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 FB may assign its rights under T&C to any of its affiliate company 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 Terms for Cloud Service Hub ("Additional Terms")**

(Payment term: Yearly)

**THESE** Additional Terms constitute part of agreement between Customer and Service Provider regarding Cloud Service Hub in addition to Terms and Conditions of Service.

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

#### **Article 21. Definitions**

- (1) "Tenant" herein means the user administration function of Service, which is established on Service Provider's data center and allocated to Customer.

- (2) "FB's Multifunction Device" herein means a multifunction device manufactured by FB and/or its affiliates on which Service Provider or Customer installs Software for Service or which is available for use with "Print Utility for iOS 2.1 or higher" or "Print Utility for Android 2.1 or higher" or "Print & Scan Hub" provided by FB and/or its affiliates.

#### **Article 22. Scope of Services**

- (1) Service lets User to have online access to the multiple cloud services, the accounts of which the User has, with single sign on via FB's Multifunction Device and/or Print Utility and/or Print & Scan Hub. Using Service, User may:
- (i) upload its data directly to the multiple cloud services;
  - (ii) search on the multiple cloud services;
  - (iii) browse the multiple cloud services; and
  - (iv) download its data directly from the multiple cloud services.
- (2) In accordance with the information about the Administrator registered by Customer registered upon signing up for Service, Service Provider may allocate one (1) Tenant to Customer and let the Administrator to access it via internet.

#### **Article 23. Precondition to Use**

- (1) When User wishes to use Services via a FB's Multifunction Device, Software for Service needs to be installed on the device.
- (2) To access a certain cloud service via Service, Customer may need to purchase and activate the connector function, which enables Service to connect with the cloud service, on FUJIFILM BI Direct.
- (3) Customer agrees that Service Provider may obtain and maintain the following information for the purpose of functional enhancement of Service:
- (i) the usage logs of Service;
  - (ii) the machine information send by FB's Multifunction Device, including but not limited to information about the model and machine number of it; and
  - (iii) the client device information send by Print Utility or Print & Scan Hub, including but not limited to information about the types and versions of Print Utility or Print & Scan Hub and operating system used by User.
- (4) This service is provided for the customers in Asia Pacific/Oceania\* region. Those who are outside of the area cannot carry out user registration nor use the services in principle.
- \* Australia, China (including Hong Kong and Taiwan), Japan, Indonesia, South Korea, Laos, Malaysia, New Zealand, Philippines, Singapore, Thailand, Vietnam, Myanmar and Cambodia

#### **Article 24. Term**

- (1) **If Service is purchased from Service Provider's website or online portal:**
- (a) The Initial Term of T&C is one (1) year. Term shall be automatically renewed for successive one (1) year periods unless either Customer or Service Provider gives the other party at least one (1) months' notice in advance to cease renewal of the Term. Service Provider reserves

the right to charge for the service performed to Customer and coming year annual service charge if Customer fails to provide one (1) month prior termination notice for extended term.

(2) **If Service is not purchased from Service Provider's website or online portal:**

- (a) The Initial Term of T&C shall be set out in the Order Form. Any additional rights and/or obligations to renew or terminate T&C, or transfer or extend the Term of T&C, shall also be set out in the Order Form.
- (3) Notwithstanding the provisions in T&C, in the event that Customer terminates T&C, there shall be no refund of Service Fees for the remaining period of the Initial Term, if any, and there shall be no refund of any Service Fees which is due and payable by Customer prior to termination.
- (4) Notwithstanding provisions in T&C, Article 17 (5) shall be deleted in its entirety and replaced by the following provision:

"IN ANY EVENT, FB, 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 YEAR PRECEDING THE CLAIM."

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**Terms and Conditions**

Ver. 1.0.5 (October 1, 2021)

**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 BI" 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 BI 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 BI 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.

#### **Article 4. Required Environments for Use**

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 BI shall be responsible for such requirement.

#### **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 BI 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 subject to SST.
- 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 thirty (30) 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 0.04% per day (or the maximum rate of interest allowed under the relevant law) on the overdue amount, until the overdue amount is paid in full and will entitle Service Provider disclose default payment information to solicitors and credit bureau for the recovery of default payment.
- 6) Customer shall, at its own 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 nonrefundable 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 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 BI 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 BI 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.

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

- 1) CUSTOMER SHALL AGREE THAT SERVICE PROVIDER AND FUJIFILM BI 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 BI 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 BI 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.

#### **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 BI and/or any third party;
  - (g) give Service Provider, FUJIFILM BI 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 BI 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 BI 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 BI (including documentation made available on-line or with Service) ('Documentation') will at all times reside exclusively with Service Provider, FUJIFILM BI 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 BI 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 BI 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 BI 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 BI 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 BI 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 BI AND ITS LICENSORS AGAINST ANY CLAIM BY ANY THIRD PARTY (EXCEPT TO THE EXTENT SUCH CLAIM IS CAUSED BY A NON-EXCUSABLE BREACH BY FUJIFILM BI 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 BI 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 BI 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 BI 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 BI 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 BI 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 BI OR SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY THE CUSTOMER THEREBY.
- 5) IN ANY EVENT, FUJIFILM BI, 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 BI 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 BI has determined to discontinue Service, in whole or a part, (such as if it becomes impractical for Service Provider or FUJIFILM BI 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 Customer's own storage before the termination date of Service.

#### **Article 20. Miscellaneous**

- 1) Governing Law. This terms and conditions shall be governed by and construed in accordance with the laws of Malaysia. Both parties agree to submit to the exclusive jurisdiction of the Court of Malaysia. This terms and conditions shall be binding upon the respective successors in title, representatives and permitted assigns of Seller and Customer.
- 2) Privacy. Service Provider and FUJIFILM BI shall comply with the obligations of the applicable privacy protection law and its privacy policy in relation to collection, use or management of personal information provided by Customer. Customer may see the privacy policy of FUJIFILM BI on its web site at the following link "[https://direct-fb.fujifilm.com/ap2/sc/no\\_login\\_privacy\\_policy/en/](https://direct-fb.fujifilm.com/ap2/sc/no_login_privacy_policy/en/)"
- 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 BI may assign its rights under T&C to any of its affiliate company 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 Terms for Cloud Service Hub ("Additional Terms")**

(Payment term: Yearly)

**THESE** Additional Terms constitute part of agreement between Customer and Service Provider regarding Cloud Service Hub in addition to Terms and Conditions of Service.

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

#### **Article 21. Definitions**

- (1) "Tenant" herein means the user administration function of Service, which is established on Service Provider's data center and allocated to Customer.
- (2) "FUJIFILM BI's Multifunction Device" herein means a multifunction device manufactured by FUJIFILM BI and/or its affiliates on which Service Provider or Customer installs Software for Service or which is available for use with "Print Utility for iOS 2.1 or higher" or "Print Utility for Android 2.1 or higher" or "Print & Scan Hub" provided by FUJIFILM BI and/or its affiliates.

#### **Article 22. Scope of Services**

- (1) Service lets User to have online access to the multiple cloud services, the accounts of which the User has, with single sign on via FUJIFILM BI's Multifunction Device and/or Print Utility and/or Print & Scan Hub. Using Service, User may:
  - (i) upload its data directly to the multiple cloud services;
  - (ii) search on the multiple cloud services;
  - (iii) browse the multiple cloud services; and
  - (iv) download its data directly from the multiple cloud services.

- (2) In accordance with the information about the Administrator registered by Customer registered upon signing up for Service, Service Provider may allocate one (1) Tenant to Customer and let the Administrator to access it via internet.

#### **Article 23. Precondition to Use**

- (1) When User wishes to use Services via a FUJIFILM BI's Multifunction Device, Software for Service needs to be installed on the device.
- (2) To access a certain cloud service via Service, Customer may need to purchase and activate the connector function, which enables Service to connect with the cloud service, on FUJIFILM BI Direct.
- (3) Customer agrees that Service Provider may obtain and maintain the following information for the purpose of functional enhancement of Service:
- (i) the usage logs of Service;
  - (ii) the machine information send by FUJIFILM BI's Multifunction Device, including but not limited to information about the model and machine number of it; and
  - (iii) the client device information send by Print Utility or Print & Scan Hub, including but not limited to information about the types and versions of Print Utility or Print & Scan Hub and operating system used by User.
- (4) This service is provided for the customers in Asia Pacific/Oceania\* region. Those who are outside of the area cannot carry out user registration nor use the services in principle.
- \* Australia, China (including Hong Kong and Taiwan), Japan, Indonesia, South Korea, Laos, Malaysia, New Zealand, Philippines, Singapore, Thailand, Vietnam, Myanmar and Cambodia

#### **Article 24. Term**

- (1) **If Service is purchased from Service Provider's website or online portal:**
- (a) The Initial Term of T&C is one (1) year. Term shall be automatically renewed for successive one (1) year periods unless either Customer or Service Provider gives the other party at least one (2) months' notice in advance to cease renewal of the Term.
- (2) **If Service is not purchased from Service Provider's website or online portal:**
- (a) The Initial Term of T&C shall be set out in the Order Form. Any additional rights and/or obligations to renew or terminate T&C, or transfer or extend the Term of T&C, shall also be set out in the Order Form.
- (3) Notwithstanding the provisions in T&C, in the event that Customer terminates T&C, there shall be no refund of Service Fees for the remaining period of the Initial Term, if any, and there shall be no refund of any Service Fees which is due and payable by Customer prior to termination.
- (4) Notwithstanding provisions in T&C, Article 17 (5) shall be deleted in its entirety and replaced by the following provision:
- "IN ANY EVENT, FUJIFILM BI, 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 YEAR PRECEDING THE CLAIM."

**Article 25. Notification**

Both parties may effect service of any document (including legal) requiring personal service on the other party by leaving it at, or by sending it by registered post, to the other party's last known address and shall be deemed served. Nothing herein shall affect either party's right to serve legal process by any other manner permitted by law. Any notice so given shall be deemed to have been served seven (7) days after the notice has been posted.

**Article 26. Anti-Bribery**

Both Parties undertake not to offer bribe or facilitation payment to other party or any third party which includes employees of FUJIFILM BI or Customers in connection with this Agreement and agrees to comply with anti-corruption laws and regulations.

**Article 27. Free Trial**

- (1) Service Provider may provide a free trial of Service ("Free Trial") for Customer's evaluation of Service. When Customer applies to Free Trial according to the procedure designated by Service Provider and Service Provider accepts Customer's application, Customer may use Service free of charge for on one (1) month after the date of Service Provider's acceptance.
  - (2) During the use of the Services (on Free Trial or subscription basis), Customer shall at all time comply to the T&C. For avoidance of doubt, Article 9, Article 24 (1) and Article 24(2) shall not apply to Free Trial.
  - (3) When term of Free Trial expires, Customer shall immediately terminate access to and use of Services include the Software for Service. If Customer wishes to continue to use Service after the end of Free Trial, Customer shall apply to the paid Service separately.
  - (4) Notwithstanding Articles 14 and 18 (2), Service Provider may, at its solo discretion and at any time, suspend or terminate Customer's Free Trial.
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**Cloud Service Hub Terms and Conditions**

**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 (whichever occurs first):
  - (a) clicking a button of "Accept", "Agree" or equivalent on a Service Provider's website for Service;
  - (b) entering into an Order Form 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 BI" means FUJIFILM Business Innovation Corp. a Japanese company which has its principle office at 9-7-3 Akasaka Minato-ku Tokyo107-0052, Japan.
- (b) "GST" means goods and services tax and has the same meaning given to it in any law imposing a GST including Goods and Services Tax Act 1985.
- (c) "Order Form" means the ordering mechanism used by the Customer (whether electronic or otherwise) stating the purchase of the Service and which expressly cross-references and incorporates these T&C.
- (d) "Non-Excludable Rights" has the meaning given in Article 17.
- (e) "Service" means service(s), with or without charge, which is provided by FUJIFILM BI 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.
- (f) "Service Provider" means FUJIFILM Business Innovation New Zealand Limited 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.

### **Article 4. Required Environments for Use**

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 BI shall be responsible for such requirement.

### **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 BI 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 the Order Form.
- 2) All Service Fees payable by Customer are exclusive of applicable taxes (including GST) and duties.
- 3) The Service Fees and applicable taxes, including GST (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 by the due date specified in the Order Form, or if not stated therein, within fifteen (15) days from the date of the invoice. Payment may be by way of electronic 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 own 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) The Service Provider may revise Service Fees by giving notice of the revision to Customer at least sixty (60) days 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 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 BI 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 BI BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY USING OR MANAGING USER ID AND ITS PASSWORD, INCLUDING BUT NOT LIMITED TO INSUFFICIENT MANAGEMENT, IMPROPER 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.

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

- 1) CUSTOMER AGREES THAT SERVICE PROVIDER AND FUJIFILM BI IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENTS STORED OR UPLOADED BY USER AND/OR ANY THIRD PARTY ON SERVICE.
- 2) CUSTOMER AGREES THAT SERVICE PROVIDER AND FUJIFILM BI 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 BI 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.

**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 BI and/or any third party;
  - (g) give Service Provider, FUJIFILM BI 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 BI 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) and must at all times use commercially available anti-virus protection.

**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 BI 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 BI (including documentation made available on-line or with Service) ('Documentation') will at all times reside exclusively with Service Provider, FUJIFILM BI 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 BI 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 BI 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 BI 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 NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. SERVICE PROVIDER AND FUJIFILM BI 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 BI 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 BI AND ITS LICENSORS AGAINST ANY CLAIM BY ANY THIRD PARTY (EXCEPT TO THE EXTENT SUCH CLAIM IS CAUSED BY A NON-EXCUSABLE BREACH BY FUJIFILM BI 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 BI OR ITS SUBCONTRACTOR) AS IF THEY WERE CUSTOMER'S ACTS OR OMISSIONS.

#### **Article 17. Limitation of Liability**

- 1) NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING, EXCLUDING OR MODIFYING ANY WARRANTY, GUARANTEE OR OTHER RIGHT ENJOYED BY THE ORDERING PARTY WHICH CANNOT LAWFULLY BE LIMITED, EXCLUDED OR MODIFIED, INCLUDING ANY STATUTORY GUARANTEE PROVIDED TO 'CONSUMERS' UNDER THE CONSUMER GUARANTEES ACT 1993 ("NON-EXCLUDABLE RIGHTS"). WHERE PERMITTED BY LAW TO DO SO, SERVICE PROVIDER LIMITS ITS LIABILITY FOR ANY NON-EXCLUDABLE RIGHTS TO, AT SERVICE PROVIDER'S OPTION: (A) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; THE REPAIR OF THE GOODS; THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (B) IN THE CASE OF SERVICES, ANY ONE OR MORE OF THE FOLLOWING: SUPPLYING THE SERVICES AGAIN; OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.
- 2) TO THE FULLEST EXTENT PERMITTED BY LAW AND SUBJECT TO ANY NON-EXCLUDABLE RIGHTS, FUJIFILM BI 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.
- 3) IN NO EVENT WILL FUJIFILM BI 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.

- 4) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FUJIFILM BI OR SERVICE PROVIDER BE LIABLE FOR ANY: SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES: LOSS, CORRUPTION OR DELAY OF DATA; LOSS OF PROFITS, REVENUE, OPPORTUNITY OR GOODWILL; OR BUSINESS INTERRUPTION, IN ANY WAY ARISING OUT OF OR RELATING TO THE SERVICE.
- 5) FUJIFILM BI 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 BI OR SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY THE CUSTOMER THEREBY.
- 6) SUBJECT TO THE NON-EXCLUDABLE RIGHTS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ANY EVENT, FUJIFILM BI, SERVICE PROVIDER AND THEIR LICENSORS' AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUE OR OTHERWISE) 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 this Agreement for breach of any clause of this Agreement, by giving thirty (30) days' prior written notice specifically identifying the breach, and such breach is incapable of remedy, or is capable of remedy but the party fails to remedy the breach, 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, in breach of any of these T&C.
- 4) In addition to the above, Service Provider may 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 and 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 pay Service Fees to Service Provider as required by these T&C;
  - (c) Service Provider or FUJIFILM BI has been required to terminate the Service by law (for example, where the provision of Service to Customer is, or becomes, unlawful);

- (d) Service Provider or FUJIFILM BI has determined to discontinue Service, in whole or a part, (for example, if it becomes impractical for Service Provider or FUJIFILM BI to continue offering Service in Customer's country or area due to change of law);
- (e) Customer's account has been inactive for six (6) months or longer.

#### **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 Customer's own storage before the termination date of Service.

#### **Article 20. Miscellaneous**

- 1) Governing Law. The 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.
- 2) Privacy. Service Provider and FUJIFILM BI shall comply with the obligations of the applicable privacy protection law and its privacy policy in relation to collection, use or management of personal information provided by Customer. Customer may see the privacy policy of FUJIFILM BI on its web site at the following link  
["http://direct-fb.fujifilm.com/ap2/sc/no\\_login\\_privacy\\_policy/en/"](http://direct-fb.fujifilm.com/ap2/sc/no_login_privacy_policy/en/)
- 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 BI may assign its rights under T&C to any of its affiliate company 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 Terms for Cloud Service Hub (“Additional Terms”)**

**THESE** Additional Terms constitute part of agreement between Customer and Service Provider regarding Cloud Service Hub in addition to Terms and Conditions of Service.

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

### **Article 21. Definitions**

- (1) "Tenant" herein means the user administration function of Service, which is established on Service Provider's data center and allocated to Customer.
- (2) "FUJIFILM BI's Multifunction Device" herein means a multifunction device manufactured by FUJIFILM BI and/or its affiliates on which Service Provider or Customer installs Software for Service or which is available for use with "Print Utility for iOS 2.1 or higher" or "Print Utility for Android 2.1 or higher" or "Print & Scan Hub" provided by FUJIFILM BI and/or its affiliates.

### **Article 22. Scope of Services**

- (1) Service lets User to have online access to the multiple cloud services, the accounts of which the User has, with single sign on via FUJIFILM BI's Multifunction Device and/or Print Utility and/or Print & Scan Hub. Using Service, User may:
  - (i) upload its data directly to the multiple cloud services;
  - (ii) search on the multiple cloud services;
  - (iii) browse the multiple cloud services; and
  - (iv) download its data directly from the multiple cloud services.
- (2) In accordance with the information about the Administrator registered by Customer registered upon signing up for Service, Service Provider may allocate one (1) Tenant to Customer and let the Administrator to access it via internet.

### **Article 23. Precondition to Use**

- (1) When User wishes to use Services via a FUJIFILM BI's Multifunction Device, Customer must ensure that any such device is compatible to access the Services as specified in these T&C or as otherwise directed by the Service Provider and the Customer must request that Service Provider make available enabling Software to be installed on the device (at Customer's own cost).
- (2) To access a certain cloud service via Service, Customer may need to purchase and activate the connector function, which enables Service to connect with the cloud service, on FUJIFILM BI Direct.
- (3) Customer agrees that Service Provider may obtain and maintain the following information for the purpose of functional enhancement of Service:
  - (i) the usage logs of Service;
  - (ii) the machine information send by FUJIFILM BI's Multifunction Device, including but not limited to information about the model and machine number of it; and
  - (iii) the client device information send by Print Utility or Print & Scan Hub, including but not limited to information about the types and versions of Print Utility or Print & Scan Hub and operating system used by User.



- (4) This service is provided for the customers in Asia Pacific/Oceania\* region. Those who are outside of the area cannot carry out user registration nor use the services in principle.
- \* Australia, China (including Hong Kong and Taiwan), Japan, Indonesia, South Korea, Laos, Malaysia, New Zealand, Philippines, Singapore, Thailand, Vietnam, Myanmar and Cambodia

**Article 24. Term**

- (1) The initial term of the Service starts on the date the Service Provider first provides the Customer access to the Services and continues (unless otherwise stated in the Order Form) for one (1) year ("Initial Term").
- (2) At the end of the Initial Term, the Service will be renewed automatically for one (1) year each (each an "Extended Term"), unless either party gives at least one (1) month's prior written notice to the other party to terminate this Agreement.
- (3) In the event that the Ordering Party terminates this Agreement without cause during the Initial Term or during any Extended Term, the Ordering Party agrees to pay the Service Provider any unpaid Service Fees for the remaining period of the then current term (irrespective on the payment frequency for the Service Fees).
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**Terms and Conditions**

Ver. 1.0.5 (October 1, 2021)

**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 BI" 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 BI 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 BI 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**

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 BI shall be responsible for such requirement.

#### **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 BI 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 own 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 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 BI 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 BI BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY USING OR MANAGING USER ID AND ITS PASSWORD, INCLUDING BUT NOT LIMITED TO INSUFFICIENT MANAGEMENT, IMPROPER 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.

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

- 1) CUSTOMER SHALL AGREE THAT SERVICE PROVIDER AND FUJIFILM BI 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 BI 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 BI 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.

#### **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 BI and/or any third party;
  - (g) give Service Provider, FUJIFILM BI 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 BI 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 BI 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 BI (including documentation made available on-line or with Service) ('Documentation') will at all times reside exclusively with Service Provider, FUJIFILM BI 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 BI 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 BI 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 BI 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 BI 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 BI 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 BI AND ITS LICENSORS AGAINST ANY CLAIM BY ANY

THIRD PARTY (EXCEPT TO THE EXTENT SUCH CLAIM IS CAUSED BY A NONEXCUSABLE BREACH BY FUJIFILM BI 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 BI 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 BI 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 BI 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 BI 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 BI 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 BI OR SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY THE CUSTOMER THEREBY.
- 5) IN ANY EVENT, FUJIFILM BI, 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 BI 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 BI has determined to discontinue Service, in whole or a part, (such as if it becomes impractical for Service Provider or FUJIFILM BI 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 Customer'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. Service Provider and FUJIFILM BI shall comply with the obligations of the applicable privacy protection law and its privacy policy in relation to collection, use or management of personal information provided by Customer. Customer may see the privacy policy of FUJIFILM BI on its web site at the following link  
["https://direct-fb.fujifilm.com/ap2/sc/no\\_login\\_privacy\\_policy/en/"](https://direct-fb.fujifilm.com/ap2/sc/no_login_privacy_policy/en/)
- 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 BI may assign its rights under T&C to any of its affiliate company 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 Terms for Cloud Service Hub ("Additional Terms")**

(Payment term: Yearly)

**THESE** Additional Terms constitute part of agreement between Customer and Service Provider regarding Cloud Service Hub in addition to Terms and Conditions of Service.

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

#### **Article 21. Definitions**

- (1) "Tenant" herein means the user administration function of Service, which is established on Service Provider's data center and allocated to Customer.
- (2) "FUJIFILM BI's Multifunction Device" herein means a multifunction device manufactured by FUJIFILM BI and/or its affiliates on which Service Provider or Customer installs Software for Service or which is available for use with "Print Utility for iOS 2.1 or higher" or "Print Utility for Android 2.1 or higher" or "Print & Scan Hub" provided by FUJIFILM BI and/or its affiliates.

#### **Article 22. Scope of Services**

- (1) Service lets User to have online access to the multiple cloud services, the accounts of which the User has, with single sign on via FUJIFILM BI's Multifunction Device and/or Print Utility and/or Print & Scan Hub. Using Service, User may:
  - (i) upload its data directly to the multiple cloud services;
  - (ii) search on the multiple cloud services;
  - (iii) browse the multiple cloud services; and
  - (iv) download its data directly from the multiple cloud services.
- (2) In accordance with the information about the Administrator registered by Customer registered upon signing up for Service, Service Provider may allocate one (1) Tenant to Customer and let the Administrator to access it via internet.

#### **Article 23. Precondition to Use**

- (1) When User wishes to use Services via a FUJIFILM BI's Multifunction Device, Customer must ensure that any such device is compatible to access the Services as specified in these T&C or as otherwise directed by the Service Provider and the Customer must request that Service Provider make available enabling Software to be installed on the device (at Customer's own cost).
- (2) To access a certain cloud service via Service, Customer may need to purchase and activate the connector function, which enables Service to connect with the cloud service, on FUJIFILM BI Direct.
- (3) Customer agrees that Service Provider may obtain and maintain the following information for the purpose of quality improvement, functional enhancement, marketing, sales promotions and sales activities of Service and other products or services sold or provided by Service Provider:
  - (i) the usage logs of Service, including but not limited to details of Customer's contract, the number or status of Users and the number of certain jobs such as printing and copying;
  - (ii) the machine information sent by FUJIFILM BI's Multifunction Device, including but not limited to information about the model, version and machine number of it; and
  - (iii) the client device information sent by Print Utility or Print & Scan Hub, including but not limited to information about the types and versions of Print Utility or Print & Scan Hub and operating system used by User.

Please note that personal information of Users shall be treated in accordance with Terms and Conditions of FUJIFILM BI Direct.

**Article 24. Term**

**(1) If Service is purchased from Service Provider's website or online portal:**

- (a) The Initial Term of T&C is one (1) year. Term shall be automatically renewed for successive one (1) year periods unless either Customer or Service Provider gives the other party at least one (1) months' notice in advance to cease renewal of the Term.

**(2) If Service is not purchased from Service Provider's website or online portal:**

- (a) The Initial Term of T&C shall be set out in the Order Form. Any additional rights and/or obligations to renew or terminate T&C, or transfer or extend the Term of T&C, shall also be set out in the Order Form.
- (3) Notwithstanding the provisions in T&C, in the event that Customer terminates T&C, there shall be no refund of Service Fees for the remaining period of the Initial Term, if any, and there shall be no refund of any Service Fees which is due and payable by Customer prior to termination.
- (4) Notwithstanding provisions in T&C, Article 17 (5) shall be deleted in its entirety and replaced by the following provision:

“IN ANY EVENT, FUJIFILM BI, 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 YEAR PRECEDING THE CLAIM.”

**Article 25. Free Trial**

- (1) Service Provider may provide a free trial of Service (“Free Trial”) for Customer's evaluation of Service. When Customer applies to Free Trial according to the procedure designated by Service Provider and Service Provider accepts Customer's application, Customer may use Service free of charge for only one (1) month after the date of Service Provider's acceptance.
  - (2) During the term of Free Trial, Customer shall comply with T&C and this Additional Terms; provided that, Article 9 of T&C and Article 24 (1) and (2) of this Additional Terms shall not apply to Free Trial.
  - (3) When term of Free Trial expires, Customer shall immediately terminate access to and use of Service and Software for Service, and delete Software for Service. If Customer wishes to continue to use Service after the end of Free Trial, Customer shall apply to the paid Service separately.
  - (4) Notwithstanding Articles 14 and 18 (2) of T&C, Service Provider may, at its solo discretion and at any time, suspend or terminate Customer's Free Trial.
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**Terms and Conditions**

Ver. 1.0.5 (October 1, 2021)

**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 BI" 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 BI 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 BI 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.

**Article 4. Required Environments for Use**

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 BI shall be responsible for such requirement.

**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 BI 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 own 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 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 BI 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 BI BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY USING OR MANAGING USER ID AND ITS PASSWORD, INCLUDING BUT NOT LIMITED TO INSUFFICIENT MANAGEMENT, IMPROPER 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.

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

- 1) CUSTOMER SHALL AGREE THAT SERVICE PROVIDER AND FUJIFILM BI 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 BI 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 BI 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.

#### **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 BI and/or any third party;
  - (g) give Service Provider, FUJIFILM BI 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 BI 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 BI 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 BI (including documentation made available on-line or with Service) ('Documentation') will at all times reside exclusively with Service Provider, FUJIFILM BI 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 BI 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 BI 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 BI 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 NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. SERVICE PROVIDER AND FUJIFILM BI 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 BI 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 BI AND ITS LICENSORS AGAINST ANY CLAIM BY ANY THIRD PARTY (EXCEPT TO THE EXTENT SUCH CLAIM IS CAUSED BY A NON-EXCUSABLE BREACH BY FUJIFILM BI 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 BI 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 BI 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 BI 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 BI 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 BI 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 BI OR SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY THE CUSTOMER THEREBY.

- 5) IN ANY EVENT, FUJIFILM BI, 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 BI 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 BI has determined to discontinue Service, in whole or a part, (such as if it becomes impractical for Service Provider or FUJIFILM BI 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 Customer'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. Service Provider and FUJIFILM BI shall comply with the obligations of the applicable privacy protection law and its privacy policy in relation to collection, use or management of personal information provided by Customer. Customer may see the privacy policy of FUJIFILM BI on its web site at the following link [“https://direct-fb.fujifilm.com/ap2/sc/no\\_login\\_privacy\\_policy/en/”](https://direct-fb.fujifilm.com/ap2/sc/no_login_privacy_policy/en/)
- 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 BI may assign its rights under T&C to any of its affiliate company 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 Terms for Cloud Service Hub (“Additional Terms”)**

(Payment term: Yearly)

**THESE** Additional Terms constitute part of agreement between Customer and Service Provider regarding Cloud Service Hub in addition to Terms and Conditions of Service.

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

#### **Article 21. Definitions**

- (1) "Tenant" herein means the user administration function of Service, which is established on Service Provider's data center and allocated to Customer.
- (2) "FUJIFILM BI's Multifunction Device" herein means a multifunction device manufactured by FUJIFILM BI and/or its affiliates on which Service Provider or Customer installs Software for Service or which is available for use with "Print Utility for iOS 2.1 or higher" or "Print Utility for Android 2.1 or higher" or "Print & Scan Hub" provided by FUJIFILM BI and/or its affiliates.

#### **Article 22. Scope of Services**

- (1) Service lets User to have online access to the multiple cloud services, the accounts of which the User has, with single sign on via FUJIFILM BI's Multifunction Device and/or Print Utility and/or Print & Scan Hub. Using Service, User may:
  - (i) upload its data directly to the multiple cloud services;
  - (ii) search on the multiple cloud services;
  - (iii) browse the multiple cloud services; and
  - (iv) download its data directly from the multiple cloud services.
- (2) In accordance with the information about the Administrator registered by Customer registered upon signing up for Service, Service Provider may allocate one (1) Tenant to Customer and let the Administrator to access it via internet.

#### **Article 23. Precondition to Use**

- (1) When User wishes to use Services via a FUJIFILM BI's Multifunction Device, Customer must ensure that any such device is compatible to access the Services as specified in these T&C or as otherwise directed by the Service Provider and the Customer must request that Service Provider make available enabling Software to be installed on the device (at Customer's own cost).
- (2) To access a certain cloud service via Service, Customer may need to purchase and activate the connector function, which enables Service to connect with the cloud service, on FUJIFILM BI Direct.
- (3) Customer agrees that Service Provider may obtain and maintain the following information for the purpose of quality improvement, functional enhancement, marketing, sales promotions and sales activities of Service and other products or services sold or provided by Service Provider:
  - (i) the usage logs of Service, including but not limited to details of Customer's contract, the number or status of Users and the number of certain jobs such as printing and copying;
  - (ii) the machine information sent by FUJIFILM BI's Multifunction Device, including but not limited to information about the model, version and machine number of it; and
  - (iii) the client device information sent by Print Utility or Print & Scan Hub, including but not limited to information about the types and versions of Print Utility or Print & Scan Hub and operating system used by User.

Please note that personal information of Users shall be treated in accordance with Terms and Conditions of FUJIFILM BI Direct.

#### **Article 24. Term**

- (1) **If Service is purchased from Service Provider's website or online portal:**
  - (a) The Initial Term of T&C is one (1) year. Term shall be automatically renewed for successive one (1) year periods unless either Customer or Service Provider gives the other party at least one (1) months' notice in advance to cease renewal of the Term.
- (2) **If Service is not purchased from Service Provider's website or online portal:**
  - (a) The Initial Term of T&C shall be set out in the Order Form. Any additional rights and/or obligations to renew or terminate T&C, or transfer or extend the Term of T&C, shall also be set out in the Order Form.

- (3) Notwithstanding the provisions in T&C, in the event that Customer terminates T&C, there shall be no refund of Service Fees for the remaining period of the Initial Term, if any, and there shall be no refund of any Service Fees which is due and payable by Customer prior to termination.
- (4) Notwithstanding provisions in T&C, Article 17 (5) shall be deleted in its entirety and replaced by the following provision:

“IN ANY EVENT, FUJIFILM BI, 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 YEAR PRECEDING THE CLAIM.”

**Article 25. Free Trial**

- (1) Service Provider may provide a free trial of Service (“Free Trial”) for Customer’s evaluation of Service. When Customer applies to Free Trial according to the procedure designated by Service Provider and Service Provider accepts Customer’s application, Customer may use Service free of charge for only one (1) month after the date of Service Provider’s acceptance.
  - (2) During the term of Free Trial, Customer shall comply with T&C and this Additional Terms; provided that, Article 9 of T&C and Article 24 (1) and (2) of this Additional Terms shall not apply to Free Trial.
  - (3) When term of Free Trial expires, Customer shall immediately terminate access to and use of Service and Software for Service, and delete Software for Service. If Customer wishes to continue to use Service after the end of Free Trial, Customer shall apply to the paid Service separately.
  - (4) Notwithstanding Articles 14 and 18 (2) of T&C, Service Provider may, at its solo discretion and at any time, suspend or terminate Customer’s Free Trial.
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