

## TERM OF USE <Epson TechExchange System >

Effective Date: May 7, 2018

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICE.

These Terms of Use (these “**Terms of Use**”) set forth a legally binding agreement between you (“**Service Partner**” or “**You**”) and SEIKO EPSON CORPORATION (including its subsidiaries and affiliates collectively referred to as “Epson”) and govern your use of this Epson TechExchange System (the “**Service**”).

By using the Service on any computer, tablet or other device (collectively “**Device**”) you signify that you have read, understood and agree to be bound by these Terms of Use, and consent to the collection, use, and sharing of your data and other activities as described in our Privacy Policy described Section 11.1 of these Terms of Use. If you do not agree to these Terms of Use, please do not use the Service. Furthermore, if you use the Service continuously, you agree to be bound by these Terms of Use.

### 1. Purpose of the Services.

The purpose of the Service is to enable you to provide technical support services (including after support services, repair and/or modification of Epson’s products) to Epson customers or your own customers (the “**Purpose**”) by posting, publishing and providing the technical information as defined in Section 3.2 of Epson’s products (the “**Technical Information**”).

### 2. User Registration, User Maintenance, User ID and Password of the Service.

#### 2.1. User Registration.

Epson may associate a user ID and an initial password in order for you to use the Service.

#### 2.2. Registration of your Information.

When you register to use the Service, you agree to provide accurate and current information about yourself (for example; your electronic mail and your personal information. Collectively referred to as “**Your Information**”).

#### 2.3. Safeguarding User ID and Password.

You shall use and maintain your user ID and Password according to the following:

- (i) You must change the initial password which Epson provided to you during the registration process of the Service. Note that you may set the password freely within the limitation Epson has determined separately.

- (ii) You are responsible for maintaining your user ID and password. Please keep your user ID and password secure.
- (iii) You shall not transfer, lend, lease, sell or provide your user ID and/or password to any other persons or parties.
- (iv) You shall not interrupt or threaten to interrupt the management or operation of the Service and shall not violate the rights of Epson or any other parties by using your user ID and password.

2.4. Right to Suspension, Termination.

In the event that you breach any of these Terms of Use, Epson has the right to suspend or terminate your user ID and password and restrict your use of some or all of the Service.

2.5. No liability for Your Breach.

Epson is not responsible for any loss that results from your breach of these Terms of Use, inadequate maintenance or unauthorized use of your user ID and password whether or not such access is with or without your knowledge.

2.6. Contact Personnel.

You shall set the person in charge who will use the Service at the beginning (the "Contact Personnel") and allow only the Contact Personnel to use the user ID and password. In the event of the change of Contact Personnel, you shall promptly notify Epson to a contact address provided separately and specified by Epson.

2.7. Notice.

In the event you notice or know the unauthorized use or plagiarism, or threatened unauthorized use or plagiarism of your user ID and password, you shall promptly notify Epson of such a situation to a contact address provided and specified separately by Epson.

2.8. SDN List Restriction.

Epson reserve the rights to suspend or terminate your user ID and password or restrict your use of some or all of the Service if: your principal place of business or company name is listed in the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Parties List or Entity List.

2.9. Use of your registered information by Epson.

Epson may use your registered information for the purpose of offering and

improvement of the Service or other services provided by Epson, even if you withdraw from the Service or your use is terminated or suspended.

2.10. Authorised Registration.

If you are registering or using the Service as an agent or on behalf of a company or other organization, you represent that you have authority to bind that agent, company or other organization to these Terms of Use.

3. Intellectual Property and Limited License.

3.1. Limited License.

Epson hereby grants you a limited, non-exclusive, revocable, non-assignable and non-transferable license to:

- (i) Browse, display, view and download Technical Information; and
- (ii) Use, copy and reproduce such downloaded Technical Information for the purpose you provide technical support services to Epson customers or your own customers.

3.2. Restrictions.

The Technical Information shall mean not only the technical, graphic, and/or tangible format information related to Epson's products but also firmware, software, driver-software, technical tools, know-how and data related to Epson's product. You agree that you shall not use the Service and the Technical Information otherwise that in accordance with the Section 3.1 of these Terms of Use.

3.3. Prohibition of Reverse Engineering.

You agree that prohibited uses of the Technical Information include but are not limited to reverse engineering, decompiling, reassembling, modifying or creating derivative works.

3.4. Materials.

All of the (i) contents, including text, images, product descriptions, illustrations, designs, software files and audio and video materials and any and all copyrightable materials contained on the Service (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties including those of Epson on the Service and (iii) other forms of intellectual property in the Service (collectively referred to as the "**Materials**") are provided by Epson subject to your compliance

with these Terms of Use. All rights, title, and interest in and to the Service and the Materials are the property of Epson and its licensor or certain other third parties and are protected by copyright, patent, trademark and/or other intellectual property laws.

3.5. Trademark Information.

Nothing contained on and in the Service should be construed as granting by implication estoppel or otherwise any license or right to use any trademarks displayed on and in the Service. The absence of a product or service name or logo attribution anywhere in the text of the Service does not constitute a waiver of any trademark or other intellectual property rights concerning that product or service name or logo.

3.6. Reservation of All Rights.

ALL rights not expressly granted to you are reserved by Epson, its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel and industry custom or otherwise. Any unauthorised use of the Materials, Technical Information or the Service for any purpose is prohibited.

4. Disclaimer of Representations and Warranties.

THE SERVICE, ITS MATERIALS AND TECHNICAL INFORMATION ARE PROVIDED “AS-IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EPSON DISCLAIMS ALL WARRANTIES (EXPRESS OR IMPLIED) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Epson does not warrant the accuracy and completeness of the Materials, Technical Information or the Service. Epson also does not warrant that any functions of the Service will be new, uninterrupted and error-free, or that defects will be corrected or that the Service or the server that makes it available is free from viruses or other harmful components. Some jurisdictions may not allow the exclusion of an implied warranty so some of the above exclusions may not apply to you in all circumstances.

5. Limitation of Liabilities.

TO THE MAXIMUM EXTENT LEGALLY PERMITTED EPSON WILL NOT ASSUME ANY RESPONSIBILITY FOR ANY DAMAGES THAT RESULT FROM YOUR ACCESS TO, USE OF, INABILITY TO USE THE SERVICE OR FROM YOUR DOWNLOADING

OF ANY MATERIALS OR TECHNICAL INFORMATION FROM THE SERVICE, EVEN IF EPSON OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT LEGALLY PERMITTED EPSON SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SERVICE. NOTHING IN THIS CLAUSE SHALL LIMIT OR EXCLUDE OUR LIABILITY OR A MANUFACTURER'S OR A SUPPLIER'S LIABILITY TO YOU WHERE UNDER MANDATORY LAWS ARE APPLICABLE IN YOUR TERRITORY. SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY CONTRACT.

6. Waiver of Injunctive or Other Equitable Relief.

YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF THE SERVICE OR ANY MATERIALS OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY EPSON OR A LICENSOR OF EPSON.

7. Service Partner's Indemnification of Epson.

On Epson's request, you agree to defend, indemnify, and hold Epson and its partners, licensors, officers, directors, employees and agent harmless from any and all losses, liabilities, damages and costs (including reasonable legal and accounting fees) arising from any claims, actions or demands related to or alleged to relate to your use of the Service, the Technical Information, the Materials and your violation of these Terms of Use. Epson reserves the right to control its own defence of any third-party claim that is subject to this indemnity and the parties agree to cooperate with each other in the conduct of such defence. You will not in any event settle any claim without the prior written consent of Epson.

8. Confidentiality.

8.1. Confidentiality Obligation.

You hereby agree: (i) to keep and maintain the Technical Information in the strictest of confidence and to protect the Technical Information by using the same degree of care (but no less than a reasonable degree of care) as you use to protect your own confidential information and materials of a similar nature; (ii) not to use the Technical Information other than for the Purpose; and (iii) not to disclose, publish or disseminate the Technical Information to any person or entity except to officers and employees of you who: (a) need to know such Technical Information for the Purpose, (b) have been made aware that such Technical Information is subject to confidentiality obligations and (c) have entered into an employment or other agreement with you containing confidentiality obligations no less stringent than those contained in these Terms of Use.

8.2. Unauthorised Use.

In the event you notice or know the unauthorized use or plagiarism, or threatened unauthorized use or plagiarism of the Technical Information, you shall notify of such situation promptly a contact address separately indicated by Epson.

9. Restrictions; Suspension and Termination of Your Use.

9.1. Restrictions.

You agree to comply with all local, state, federal, national, foreign, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the Service, the Materials and the Technical Information. You further agree that you will not: (i) register untrue and false information; (ii) un-authorize use of the user ID and password of any other parties; (iii) use the Service, the Materials or the Technical Information in a manner that suggests an unauthorised association or is beyond the scope of the license granted to you; (iv) engage in any activity in connection with the Service, the Materials or the Technical Information that is unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive or otherwise objectionable to Epson; (v) interfere with the proper operation of any security measure used by the Service; (vi) infringe any intellectual property or other right of any third party; (vii) allow a person other than Contact Personnel to use your user ID and password; (viii) use, copy, distribute, transmit, broadcast, sell, or do anything with the Technical Information and the Materials other than as permitted by these Terms of Use and (ix) violate these Terms of Use.

9.2. Suspension and Termination of Your use.

In the event you violate or Epson deems you to have violated any of these terms of Use, Epson has the right in its sole discretion to: (i) suspend the Service temporarily or permanently terminate your user ID and password; (ii) delete your user ID, password and Your Information; and/or (iii) restrict your use of some or all of the Service, the Materials and the Technical Information without notice and without liability to you or anyone else. Even after the suspension or termination of your use of the Service, you will not be relieved of the obligations imposed in these Terms of Use.

10. Withdrawal.

10.1. Withdrawal.

You may withdraw from the Service and cancel your registration as the user of the Service by giving notice to that effect to a contact address provided and specified separately by Epson.

10.2. Withdrawal due to transfer or retirement of Contact Personnel.

In the event you withdraw from the Service and cancel your registration as the user of the Service due to transfer or retirement of Contact Personnel, you shall promptly notify Epson of such a situation to a contact address provided and specified separately by Epson.

10.3. Destruction of the Technical Information.

Subject to Section 10.1 or 10.2, at the time of your withdrawal, you must promptly destroy and/or permanently erase or delete from your information systems, any and all Technical Information and any and all copies, extracts and derivative works thereof.

11. Information and Data Management.

11.1. Information and Data Management.

Epson will manage your Information (including Personal Information of you) in accordance with the Privacy Policy of Epson. Please read the Privacy Policy before you begin to use the Service.

Privacy Policy

For residents within the EU:

[http://support2.epson.net/svsptn/TechKnow/PS/TechExchange%20system\\_EU.pdf](http://support2.epson.net/svsptn/TechKnow/PS/TechExchange%20system_EU.pdf)

For residents outside the EU :

11.2. Amendments to these terms; Accuracy of the Service.

If you update Your Information or require deleting Your Information from the Service, you shall promptly notify Epson of such update or request to a contact address provided and specified separately by Epson. Epson is not responsible or liable for damage occurred to you due to no notice of such update or request.

12. Business transfer or Cessation of the Service.

12.1. Change, Suspension, Termination or Discontinuance of the Service.

Epson reserves the right to change, suspend or terminate the Service, or any feature or component thereof, and discontinue support of the associated products and software at any time and with or without notice from Epson to you, or your approval to such change, suspension, termination or discontinuance. In such an event, Epson is not liable to you or any third party for any change, suspension, termination or discontinuance of the Service or any feature or component.

12.2 Force Majeure.

Epson reserves the right to change, suspend or terminate the Service, or any feature, Technical Information or component thereof at any time and with or without notice from Epson to you, or your approval to such change, suspension, termination or discontinuance, in the event of any of the following;

- (i) Maintenance of the server, or when trouble of the Service occurs;
- (ii) Services of telecommunications operators are not provided normally and correctly;
- (iii) Due to a cause beyond the control of Epson, for example, acts of God, action or inaction of governmental, civil or military authorities, fire, strike, lockouts or other labor dispute, flood, war, riots, earthquake, natural disaster, breakdown of public common carrier or communications facilities; computer or server malfunction;
- (iv) Governmental or legal order to change, suspend or termination of the Service; or

13. Update to Terms of Use.

Epson may from time to time revise these Terms of Use by updating this posting. Please visit this page periodically to review the current terms of use because they are binding on you. Epson also may update these Terms of Use by placing a special notice on the Service or the



webpage of the Service. Your continued use of the Service and your display the latest Terms of Use will mean you accept any changes and latest updated version of these Terms of Use.

14. Export Restrictions.

You shall not download or otherwise export or re-export the Technical Information (i) into (or to a national, regional or resident of Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country subject to a U.S. embargo; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Parties List or Entity List. You are agreeing to the foregoing and are representing and warranting that you are not located or listed in or under the control of a national, regional or resident of any such country or on any such list, and you will not export or reexport the Technical Information to any prohibited county, or to any prohibited person, entity, or end-user as specified by U.S. export controls.

15. Governing Law and Jurisdiction.

These Terms of Use shall be governed by, and construed in accordance with, the laws of Japan (without giving effect to its conflicts of law's provisions), and Epson and you irrevocably agree to submit to the non-exclusive jurisdiction of the Tokyo District Court.

16. Entire Agreement.

These Terms of Use are the entire agreement between Epson and you related to the Service and supersede any purchase order, communication, advertisement, or representation concerning the Service. These Terms of Use may only be modified in writing signed by an authorized representative of Epson and you. Without prejudice to any other rights Epson has, Epson's license rights under Article 3 above and your warranty rights under Article 4 above shall automatically terminate upon failure by you to comply with these Terms of Use.

17. No Waiver.

Except as expressly set forth in these Terms and Use, (i) no failure or delay by you in exercising any of rights, powers, or remedies under these Terms of Use will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced.

18. Language.

The English language translation of these Terms of Use is only for convenience purpose only and shall not be of any legal force or effect. These Terms of Use has been agreed in Japanese, and if there are any discrepancies, contradictions or inconsistencies between the Japanese language and English language translation, the interpretation under the Japanese language provided for herein shall govern and prevail.