



## EPSON TechExchange System Terms of Use

**ATTENTION:** PLEASE READ THESE TERMS CAREFULLY AND USING THIS WEB SITE INDICATE THAT YOU ACCEPT THESE TERMS ("TERMS OF USE"). IF YOU DONOT ACCEPT THIS TERMS OF USE, DO NOT USE THIS WEB SITE.

### Purpose

Seiko Epson Corporation ("Epson") established this EPSON TechExchange System web site ("Site") for the purpose of helping you ("Service Partner") to provide your customers with the most up-to-date and standardised technical support for EPSON imaging products ("EPSON Products") including printer, scanner and digital steal camera, world-wide ("Purpose"). "Service Partner" means any distributors, dealers and/or co-operative service companies duly authorised by Epson or its affiliate company including Epson's sales subsidiaries ("Affiliates") (collectively "Epson Group") and also given User ID and Password by Epson Group.

### Terms of License

Epson grants Service Partner a nonexclusive, royalty-free, world-wide and limited license to view, download, use and reproduce any technical information on the Site ("Technical Information") only for the Purpose herein. Technical Information includes any technical information of EPSON Products, firmware and software including Epson printer driver software that are developed by Epson for EPSON Products. Service Partner may not modify the Technical Information in any way or reproduce or publicly display, perform, or distribute or otherwise use or dispose of the Technical Information, nor de-compiling, reverse engineering or reverse assembling of the Technical Information for any public or commercial purpose other than Purpose set forth herein.

Service Partner retains all copyright and other proprietary notices contained in the original Technical Information on any copies of the Technical Information materials obtained from this Site.

The Technical Information is copyrighted, and any unauthorised use of any Technical Information may violate laws of copyright and trademark, and other laws. Service Partner agrees that Epson owns any copyright or other intellectual property right of or in connection with the Technical Information. Service Partner also agrees not to claim any intellectual property right relating to the Technical Information against Epson Group.

If Service Partner breaches any terms set forth herein, Service Partner's authorisation to use this Site will automatically terminate and the Service Partner must immediately destroy any downloaded software or any printed materials of the Technical Information. In this case Epson reserves the right to terminate Service Partner's authorisation to use any services at this Site and to withdraw the User ID and Password immediately. Service Partner agrees not to bring any suite or claim against Epson Group if Service Partner cannot use this Site because of its breach of this Terms of Use.

If Service Partner separately executes certain technical support agreement for EPSON Products with Epson Group ("Technical Support Agreement"), such Technical Support Agreement will take precedence over this Terms of Use for the purpose of performing technical support to be rendered by Service Partner.

**Warranty of Technical Information**

The Technical Information on this Site is provided "AS IS" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Epson disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement of any third party's intellectual property rights. Epson makes its best efforts to control and administer this Site, however, Epson does not warrant that any part of this Site will be uninterrupted or error-free that defects will be corrected, or that this Site or the server that makes it available are free of viruses or other harmful components.

Epson shall not warrant or make any representations regarding the use or the results of the use of the Technical Information on this Site in terms of their quality, correctness, accuracy, reliability, or otherwise. Service Partner (and not Epson Group) assumes the entire cost of all necessary servicing, repair, or correction for their services to be rendered by Service Partner for EPSON Products. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to Service Partner.

Service Partner agrees that under no circumstances, shall Epson be liable for any special or consequential damages that result arising out of Service Partner's use of this Site or inability to use this Site and any Technical Information.

Service Partner may contact Epson Group, which gives Service Partner User ID and Password, or the following contact ("Contact"), for questions or problems relating to the Technical Information on this Site, including any modification or correction of such Technical Information.

(Contact Address and phone number or e-mail address).

If Service Partner happens to know that the Technical Information infringes or allegedly infringes any third party's intellectual property right, Service Partner agrees to immediately so inform Contact. Without limiting the generality of exclusion of warranty above, and on the condition that Contact receives the infringement notification from Service Partner and acquires any necessary right to settle the problem, Epson Group will make its best efforts to settle the problem by modifying the Technical Information to not infringing Technical Information or acquiring an applicable license in order to continue the use the Technical Information at its own cost and responsibility.

**Confidentiality**

Service Partner agrees to keep the Technical Information on this Site confidential and not to use the Technical Information for the purpose other than set forth in this Terms of Use. Service Partner agrees to comply with the above confidentiality obligation on and after the termination of this Site.

Service Partner may disclose the Technical Information solely to those officers, employees and contract employees on a need-to-know basis, and not disclose it to any third party. Service Partner agrees, at its own responsibility, to have those officers, employees and contract employees comply with confidentiality obligations set forth in this Terms of Use.

Service Partner agrees to immediately inform Contact of Epson Group if Service Partner knows that any third party uses the Technical Information without any authorisation or knows the possibility of such unauthorised use of the Technical Information by any third party.

If Service Partner breaches the above confidentiality obligation, Service Partner's license granted under this Terms of Use will automatically terminate, and Service Partner agrees to destroy any printed or downloaded documentation or software relating to the Technical Information immediately. Service Partner also agrees not to bring any suit or claim against Epson Group if Service Partner cannot use this Site because of its breach of this Terms of Use.

### **No License**

Service Partner agrees that this Terms of Use does not grant Service Partner a license to use Epson's or Affiliates' trademark or trade name and any rights of Technical Information unless set forth in this Terms of Use or unless Epson Group separately grants Service Partner such license under the Technical Support Agreement or other similar license agreement.

### **Links to Other Site**

This Term of Use applies only to the use of this Site by Service Partner. If Service Partner uses other site linked to this Site, Service Partner agrees to comply with the term of use for such linked sites. Epson Group shall not be responsible for any loss or damage including contents, services, up-dated or change of such linked sites, however caused, in connection with the use of any linked site and Service Partner's access to any of the linked site is at its own risk. Nothing contained in this Site shall be interpreted as a recommendation and/or endorsement by Epson Group of the contents, products and/or services appeared on and/or provided through such linked sites. Epson Group shall not warrant accuracy or reliability of such contents, products and/or services nor security of any information including credit card number or any other personal information provided by Service Partner to such linked site. Service Partner agrees not to bring any suit or claim against Epson Group if Service Partner suffers losses or damages that result arising out of Service Partner's use of such linked site.

### **Password Policy**

Service Partner agrees to keep its Password confidential and not to disclose to nor have it used by any third party. Service Partner also agrees not to use any other Service Partner's User ID and Password. Service Partner may disclose User ID and Password solely to those officers, employees, contract employees and subcontractors only on a need-to-know basis. Service Partner agrees, at its own responsibility, to have those officers, employees and contract employees comply with confidentiality obligations set forth in this Terms of Use.

Service Partner agrees to immediately inform Contact of Epson Group if Service Group knows that any third party uses unrightfully User ID and Password or knows the possibility of such unauthorised use of User ID and Password by any third party.

Service Partner agrees that Epson Group may withdraw User ID and Password if Service Partner

- (1) uses this Site and Technical Information in excessive of the scope licensed under this Terms of Use,
- (2) breaches the confidentiality obligation set forth in this Terms of Use,
- (3) uses User ID and Password or disclose User ID and Password to any third party unrightfully,
- (4) breaches the terms and conditions of this Terms of Use,
- (5) terminates the Technical Support Agreement, or
- (6) otherwise performs unrightfully when using this Site and Epson Group reasonably decides to have Service Partner stop using this Site and Technical Information.

Service Partner agrees not to bring any suit or claim against Epson Group, if Service Partner suffers losses or damages that result arising out of such discontinuation of using this Site.

**Termination**

Epson Group reserves the right to terminate to render service through this Site at any time without notice and without cause. Service Partner agrees not to bring any suit or claim against Epson Group if Service Partner may not access this Site and not receive any technical support, and Service Partner may suffer losses or damages that arises out from such termination of this Site. Upon termination or discontinuation, Service Partner must destroy all documentation obtained through this Site including, software, firmware and any kind of materials relating to the Technical Information.

**Amendment**

Epson retains the right to amend this Terms of Use from time to time, and Service Partner's continued use of this Site constitutes Service Partner's acceptance of such amendments. If Service Partner finds changes in these terms in some way that are unacceptable, Service Partner agrees to discontinue the use of this Site.

**Export Controls**

Service Partner agrees not to download any content, services or software from this Site or otherwise export or re-export into (or to a national or resident of ) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country which the United States has embargoed goods or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using any content, services or software from this Site, Service Partner agreeing to the foregoing and Service Partner are representing and warranting that Service Partner are not located in, under the control of, or national or resident of any such country or on any such list.

**Governing Law**

Service Partner agrees that this Terms of Use shall be governed by the laws of Japan and if any dispute or problem occurs between Epson Group and Service Partner in connection with the use of this Site, such dispute or problem will be settled by arbitration rules regulated by Tokyo Chamber of Commerce at the venue of Tokyo Chamber of Commerce in Japan.

<b>Declaration of Agreement</b>			
<b>Please sign here.</b> I hereby agree to the guidelines above.		Approved by TechExchange Administrator.	
<b>Print name:</b>		<b>Print name:</b>	
<b>Date:</b>		<b>Date:</b>	
<b>Signature:</b>		<b>Signature:</b>	