

Public Print cooperating with FUJIFILM IWpro Print Terms of Use

This Terms of Use establish how the service offered by FUJIFILM Business Innovation Japan Corp. (hereinafter "we", "our", "us", or "FBJ") for printing files via the Internet from multifunction devices installed at various businesses linked with us, our sales companies, or our agents (hereinafter "Service") is used and the restrictions that apply.

Article 1: Application

The Terms of Use apply to individual customers who use the Service.

However, they do not apply to customers who use a similar service governed by the Terms of Use of Netprint Service Basic.

Article 2: Scope

The Service is only available to customers who are user of our FUJIFILM IWpro Print and observe this Term of Use.

The Service is provided only for the customers in Japan.

Those who are outside of Japan may not use the Service in principle.

Article 3: Definition of Terms

Specific terms in this Terms of Use are defined as follows.

- (1) Store: Place of business, store, or other place where our multifunction devices are installed and this printing service is available.
- (2) Multifunction devices (MFD): FUJIFILM color multifunction printer and accompanying computer, as installed at stores.
- (3) User(s): Individuals who have completed FUJIFILM IWpro Print user registration.

Article 4: Service

- 1. Files to be printed at stores are uploaded to the site in advance by Users.
- 2. For each file uploaded by Users as described in the previous clause, we issue a unique printing reservation number.
- 3. Instructions are given on the Site on how to upload files.
- 4. Users may tell third parties their printing reservation numbers for uploaded files. Such notification is deemed to allow third parties to print the uploaded files.
- 5. Files can be printed by entering printing reservation numbers on MFDs, whether by Users or authorized third parties.
- 6. Instructions for file printing operations at stores are given on the Site.

Article 5: Fees

When printing files, Users or authorized third parties pay for printing charges for each

print job according to the store's payment methods, as indicated by stores. This payment covers the expense of providing the Service.

Article 6: User Support

1. We respond to User inquiry forms concerning system status issues or other matters by email.
2. The email support described in the previous clause is provided on our business days (weekdays excluding public and company holidays) during the hours of 9 a.m.-5:30 p.m.
3. We will endeavor to answer messages received at any other times after 9 a.m. of the next business day.

Article 7: User Responsibilities

1. Users agree to comply with the Terms of Use.
2. Users agree to use and manage their printing reservation numbers and printed documents appropriately at their own responsibility. We and our affiliates are not liable in any way for loss due to inadequate management, due to mistaken use, or due to use by third parties of printing reservation numbers or printed documents.
3. As long as printing reservation numbers match, we view the printing reservation numbers by third parties as being equivalent to use by users themselves, or as being authorized by Users.
4. Users are requested to notify us immediately if they discover that their printing reservation number has been used by a third party without their consent.
5. Users are responsible for maintaining security, at their expense, to protect data or computer programs prepared while using the Service, such as by backing up files.

Article 8: Our Responsibilities

1. Except for cases of our willful misconduct or gross negligence, in no way do we warrant the service to be complete, accurate, reliable, or useful in its specifications, quality, performance, or other matters. Additionally, we make no guarantee whatsoever that the Service will be unaffected by delays, changes, interruptions, suspension, or cancellation, or that data provided or uploaded through the Service will not be leaked or lost except for cases of our willful misconduct or gross negligence.
2. In all cases where Users seek compensation for loss attributable to us, unless otherwise provided in this Terms of Use or the cases of our willful misconduct or gross negligence, our liability is limited to normal and direct loss and to monetary compensation not exceeding 10,000 yen.
3. Regardless of the previous clause, we bear no liability whatsoever for loss, lost business profits, or other indirect damages attributable to Users; for loss arising from extraordinary circumstances; for loss of uploaded or submitted files, data, or information, or loss of source programs; or for natural destruction except for cases of our willful

misconduct or gross negligence.

4. We are not obligated to provide the Service in any of the following cases.

- (1) Use of the Service in ways not described in the instructions that disrupts operation
- (2) Use of third-party software that disrupts operation
- (3) Service interruptions due to fire, storm or flood damage, earthquake, other natural disasters, or other unavoidable circumstances
- (4) Use of hardware or software with unauthorized specifications that disrupts operation

Article 9: Prohibited Actions

1. With regard to the Service in whole or part, Users must not do the following.

- (1) Reverse-engineer programs, data, or other Service assets, as through reverse-assembly or decompiling
- (2) Disclose to third parties any technical information from the Service or gained through using the Service
- (3) Attempt to access computer equipment used to provide the Service by means not described in User guides or instructions
- (4) Create programs or services incorporating all or part of the Service and disclose, sell, lease, or license such to third parties
- (5) Use the Service for the purpose of selling content
- (6) Engage in activities that infringe or may infringe on the copyrights, other rights, intellectual property rights, or privacy of FBJ or third parties
- (7) Engage in activities that disadvantage or cause loss to FBJ or third parties, or that have the potential to do so
- (8) Engage in activities that libel or slander FBJ or third parties
- (9) Engage in activities offensive or potentially offensive to public order and morals, or activities that provide information of this nature
- (10) Engage in activities that violate or may violate the Public Office Election Law, whether during an election period or not
- (11) Engage in activities related to prostitution or proselytizing
- (12) Engage in activities to resell the Service
- (13) Engage in activities involving the use or distribution of malicious software such as computer viruses via or associated with the Service
- (14) Engage in activities that significantly disrupt use of the Service by others, either directly or indirectly
- (15) Engage in illegal or potentially illegal activities, or in activities that constitute, may constitute, or lead to criminal acts
- (16) Engage in activities that violate the Terms of Use
- (17) Engage in other activities that we deem inappropriate

2. If Users engage in any activities listed in the preceding clause, we reserve the right to stop Service

based on the Terms of Use in whole or part without notification.

3. If Users engage in any activities listed in Clause 1, or if we determine that they may have done so, we reserve the right to view the User's uploaded files and submitted data and information without User's consent.

4. If Users engage in any activities listed in Clause 1, we may request deletion of uploaded files and submitted data and information.

5. If Users do not comply with our request for deletion, as described in the previous clause, we reserve the right to delete all or some of the uploaded files or submitted data or information without User's consent, without any liability to the User or third parties whatsoever.

Article 10: Suspension of Service

1. If any of the following clauses apply, we may suspend Service at our discretion.

(1) When maintenance is required for the hardware (including MFDs) and software used for the Service, such as routine maintenance, inspection, repair, replacement, or upgrading

(2) When maintenance is required at the facilities storing the hardware (including MFDs) and software used for the Service, such as routine electrical or network maintenance, inspection, repair, replacement, or upgrading

(3) When service must be suspended due to war, riot, labor disputes, earthquakes, storm or flood damage, or other unavoidable circumstances

(4) When Services of supporting service providers must be suspended

2. In the case of the previous clause, we will strive to notify Users in advance, to the extent possible.

Article 11: Third-Party Claims

If we are requested to stop Service or delete files, as when uploaded files infringe on third-party copyrights, represent libel, or are problematic in other ways, we will respond as follows.

(1) For claims made by government agencies or courts in accordance with some legal basis, we will immediately comply. Service will be stopped, files deleted, and other action taken as needed.

(2) For civil claims based on third-party judgment, we will promptly inform Users the nature of the claim by email. Users must take one of the following actions within one week of notification.

① Delete the files themselves and inform us.

② Notify us of their consent to delete the files.

③ File an objection to the third party and notify us.

(3) When Users choose to proceed according to preceding clause ③, they must contact the third party promptly or take other steps to resolve the dispute. At the request of the third party, in order to put the third party in contact with the User, we will disclose the User's contact information.

(4) Regardless of provisions of clauses (2) and (3), we reserve the right to delete files relevant to the claim without User's consent if either of the following applies.

① We determine that the claim is valid

② The User does not respond to our notification within one week

Article 12: User Information

1. We use and manage personal information (personally identifiable information) in accordance with laws and the Site privacy policy.
2. We may use and store personal information and uploaded files as needed to manage the Service, and to the extent that the previous clause is not violated. However, this clause does not indicate consent to fee-based distribution of user-uploaded files or other sales by Users themselves.

Article 13: Third-Party Contracting

We reserve the right to assign our contractors to provide all or part of the Service. In this case, Users accept that our rights and responsibilities in the Terms of Use apply to contractors instead.

Article 14: End of Service

When the Service will no longer be offered, we will announce termination of Service one month in advance on the Site.

Article 15: Revision of Terms of Use

We may revise the Terms of Use by posting the content of the revision and the revision date on the Site as deemed necessary by us. In the event that the Terms of Use is revised, the revised the Terms of Use shall take effect from the revision date.

Article 16: Other Provisions

Disputes over the Terms of Use shall be settled by the court with jurisdiction over the area in which FBJ's headquarter is located, which will have jurisdiction in the first instance.

Established as of September 1, 2023