

# TERMS AND CONDITIONS (EN)

## PART III: USE AND ACTIVATION OF EASY SERVICE PLAN PACKS – TERMS AND CONDITIONS

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Where an ESP Pack is purchased by a consumer, these terms and conditions do not exclude or limit the consumer's rights under any applicable national or European law, nor the consumer's rights against the retailer arising from the contract of sale.

The ESP Pack is evidence of payment for an Easy Service Plan. Subject to these terms and conditions, the bearer of an ESP Pack is entitled to receive the Easy Service Plan.

### 1. Definitions

1.1. The following definitions below apply in these terms and conditions.

**“ESP Pack”** means an Easy Service Plan Pack.

**“You”** means any company, partnership, individual or other legal entity that is the bearer of an ESP Pack.

**“Canon”, “Us” or “We”** means the Canon company providing Services in the country where Your ESP Pack is Activated.

**“Reference Number”** means any unique reference number or security number or code provided within the ESP Pack.

**“Easy Service Plan”** means a contract for the provision of Services as described in the Scope of Service and the Service Terms & Conditions.

**“Website”** means Your local Website as listed in Part II.

**“Product”** means the equipment for which Services are to be provided under the Easy Service Plan.

**“Scope of Service”** means the separate document setting out the scope

of the service for the Easy Service Plan that supplements these Terms and Conditions;

**“Service” or “Services”** means the services for the Products specified in the Easy Service Plan.

**“Authorised Reseller”** means any company, partnership, individual or other legal entity (apart from Canon) authorised by Canon to sell ESP Packs.

### 2. Use and Redemption of ESP Packs

- 2.1. ESP Packs are evidence of payment for an Easy Service Plan.
- 2.2. ESP Packs cannot be exchanged for cash.
- 2.3. Subject to Clause 5, you are not entitled to receive Services under an Easy Service Plan until You have registered Your ESP Pack by providing Canon with the necessary details (“Registration”) and Canon has accepted Your Registration and accepted Your ESP Pack as evidence of payment (“Activation”).
- 2.4. Each ESP Pack has a unique Reference Number which must be quoted when registering Your ESP Pack. We reserve the right also ask for proof of purchase of Your ESP Pack and Your supported Canon Product so keep Your receipts or other evidence of purchase.
- 2.5. Easy Service Plan only applies to products which are purchased within 90 days prior to the date of Activation. We reserve the right to request proof of purchase of Your product.

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## 3. Registration

3.1. This ESP Pack may be redeemed against the Easy Service Plan detailed in the Scope of Service.

3.2. You can register for an Easy Service Plan by providing Us with:

- (i) the relevant product serial number,
- (ii) the Reference Number of a valid ESP Pack, and
- (iii) Your contact details.

This can be done by:

- (i) Filling out the online form on the Easy Service Plan Website

The web address for Your country can be found in the Service Desk Contact Details.

If You fulfil all of the conditions We will then send You acceptance of Your Registration. Upon Activation, Service will be provided as specified in the Scope of Service and Easy Service Plan Service Terms.

3.3. This ESP Pack only entitles You to use the Service in the country for which it is Activated. The services provided under an Easy Service Plan may differ from region to region. For the provision of Services it is a prerequisite that (i) Your Product is located in a country where Easy Service Plan is available and (ii) the ESP Pack is Activated in the country where the Product is located ("the Territory"). If You move Your Product outside the Territory, Canon is not obliged to provide Services and no refund will be given.

3.4. Each ESP Pack may only be redeemed once. An ESP Pack will be redeemed once Activated. Once Activated the ESP Pack and any associated Reference Number becomes invalid and cannot be re-used.

3.5. By Activating Your Easy Service Plan You confirm that:

- (i) You accept the terms and conditions of the Easy Service Plan;
- (ii) You are the legally entitled bearer of Your ESP Pack;
- (iii) all rights and obligations under the Easy Service Plan will be between Us and You;
- (iv) We shall have the right to suspend any services under Your Easy Service Plan or terminate the Easy Service Plan, if We are notified by Your retailer, that You have not paid the charges for the Easy Service Plan in accordance with the applicable terms between You and Your retailer.



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## 4. Loss or Theft of ESP Packs

- 4.1. ESP Packs and all associated Reference Numbers must be kept safely and securely. Reference Numbers must be kept confidential as they may enable a third party to order Your Easy Service Plan without Your consent.
- 4.2. Canon shall be entitled to assume that whoever attempts to redeem an ESP Pack is entitled to do so.
- 4.3. Canon is entitled at its discretion to ask for proof of purchase upon redemption of an ESP Pack.
- 4.4. Canon will take no responsibility for any loss that You may incur as a result of:
  - (i) the destruction, loss or theft of an ESP Pack,
  - (ii) the use of an ESP Pack by an unauthorised third party,
  - (iii) any impersonation or identity fraud (including fraudulent registration) in relation to an ESP Pack committed by a third party.
- 4.5. Canon is entitled to refuse to honour the redemption of any ESP Pack if it knows or has reasonable grounds to believe that the ESP Pack was not lawfully obtained.

## 5. Expiry of Activation of ESP Packs

- 5.1. ESP Packs will expire 1 year after the purchase of an ESP Pack from Canon or an Authorised Reseller to a Consumer (the "Expiration Date").
- 5.2. After the Expiration Date, any Activation of the ESP Pack shall no longer be valid and redeemable against an Easy Service Plan. Any money paid for the ESP Pack shall be forfeited; no refunds will be given.

## 6. Cancellation Exchanges and Refunds

- 6.1. Payments made for ESP Packs are non-refundable, unless otherwise agreed between You and the Authorised Reseller; in which case the Authorised Reseller will be responsible for any refund. Canon will not be liable for any refund.

## 7. General

- 7.1. No full or partial refund of ESP Packs will be made in the event of any offer, discount or promotion.
- 7.2. You are not permitted to use any of Canon's trade marks or logos without Our express written permission.
- 7.3. Canon is entitled to refuse to honour any ESP Pack that You have obtained or used in breach of these Terms and Conditions.

## 8. Data Protection

- 8.1. In order to activate and manage the Services, Canon may collect a limited amount of personal data about You and/or Your employees (the "Registration Data").
- 8.2. To avoid doubt, Canon will process this Registration Data as a data controller, as it will determine what data it requires and how it is processed.
- 8.3. Canon will comply with its obligations under the relevant Data Protection Legislation with regard to such Registration Data.
- 8.4. For further information about how Canon processes personal data, please visit the Canon website applicable to Your country (as listed in Part II above) to view Canon's B2B Privacy Policy.

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## PART IV: EASY SERVICE PLAN STANDARD SERVICE TERMS AND CONDITIONS

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Where Easy Service Plan is provided to a consumer, these terms and conditions do not exclude or limit the consumer's rights under any applicable national or European law.

### 1. Definitions

For the purpose of these Service Terms the following definitions apply:

**"Easy Service Plan"** means a contract for the provision of Services as described in the Scope of Services and these Service Terms and Conditions.

**"Intellectual Property Rights"** means (i) rights in patents, registered designs, designs rights, trade marks, copyright, databases, moral rights, topography rights, trade and business names (including domain names) including the benefit of all registrations and applications to register any of the aforesaid and all rights in the nature of any of the aforesaid, (ii) all trade secrets, confidentiality and other proprietary rights including all rights to know-how and other technical information.

**"Services"** means the services for the Products specified in the Easy Service Plan.

**"Product"** means the equipment for which Services are to be provided under the Easy Service Plan.

**"We, Us, Our"** means the Canon company providing Services in the country where Your ESP Pack is Activated.

**"You, Your, Yourself"** means the individual, company or organisation entering into an Easy Service Plan with Us.

**"Maximum Print/Scan Volume"** means the maximum monthly number of prints or daily number of scans recommended by us in Our technical

specification for the relevant Product;

**"Product Lifetime"** means the operational lifetime of the relevant Product; and

**"Optimal Parameters"** means the parameters for operation of the relevant Product designed to enable that Product to meet Our predicted Product Lifetime.

### 2. Services and Service Levels

- 2.1. The Services will be provided to You in accordance with any service levels specified in the Easy Service Plan. In remote locations such as off-shore or isolated sites Services may be unavailable or Service levels may be extended.
- 2.2. We will provide the Services with reasonable skill and care. If We do not do so, You should notify Us within five (5) working days and allow Us to repeat the Services within a reasonable time, at no charge to You.
- 2.3. During the provision of the Services, We will follow any reasonable health and safety rules that may apply in Your premises. You agree to provide to Our technicians and staff any personal protective measures, which are appropriate for their working environment while they are at Your premises. You agree that We may suspend Services, without any liability, if in Our reasonable opinion Our technicians or staff are at risk.
- 2.4. You will inform Us in writing if You intend to move the Product in respect of which We provide Services and We reserve the right to terminate the applicable Easy Service Plan. You can do this by sending an email to Your local Service Desk. Upon request We may relocate the Product subject to Our then applicable charges.
- 2.5. Where the Services under the Easy Service Plan include maintenance services provisions 2.5.1 to 2.5.3. apply:

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- 2.5.1. We may, at Our sole option, either repair the faulty Product or replace it with an equivalent Product in good working order.
- 2.5.2. Replaced parts of a repairable or reusable nature shall become Our property. We will take responsibility for the disposal of other parts supplied and used during the repair of the Products where this is required by law.
- 2.5.3. Our Products are designed to work at their best using spare parts or other replaceable items (such as consumables) made or recommended for use, by Us. If anything else is used, You may experience loss of quality or performance to the Products. If this were to occur, We cannot be held liable for any complaint concerning this poor performance. Furthermore there could be instances where the use of such other products may cause actual damage to the Product(s) and in such an event We reserve the right to refuse to carry out repairs or to make an additional charge for such repairs and all associated costs. We reserve the right to withdraw service cover for the affected Product.

## 3. Service Exclusions

- 3.1. In addition to any other exclusions set out in the Easy Service Plan, the Services, as applicable, do not include, and We shall have no liability for:
- Work that is needed because of any disconnection and reconnection of the Product, including any preparation necessary for safe transit other than as provided by Us or on Our behalf;
  - Work other than during Our standard service hours, unless varied by the Easy Service Plan;
  - Periodic check-ups;
  - Consumables;

- Software;
  - Defects caused by modifications to the Product carried out without Our approval;
  - Costs incurred by Us in making any adaptations or modifications of a Product necessary for country specific technical or safety standards or specifications, or any other costs to adjust the Product as a result of any specifications which have changed since the delivery of the Product;
  - Damage resulting from the fact that a Product is not conforming to country specific standards or specifications in another country than the country of purchase.
  - Any other applicable service exclusions listed in the Scope of Services.
- 3.2. The Services are excluded, and We shall have no liability, in the event that the damage or defects have been caused by:
- Improper use, handling or operation of the Product as referred to in Our technical specifications for the Product, users' or operators' manuals and/or relevant user documents, including without limitation, incorrect storage, dropping, excessive shocks, corrosions, dirt, water or sand damage, exceeding the Maximum Print/Scan Volume, the Product reaching the end of its Product Lifetime by operating the Product in excess of Our Optimal Parameters (all of the aforesaid being "Improper Use");
  - Repairs, modifications or cleaning carried out at a service centre not authorized by Us;
  - Use of spare parts, software or consumables (such as ink, paper, toner or batteries, printer heads) which are not compatible with the Product. Compatibility is at least ensured if consumables are used which are recommended by Us;

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- Connecting the product to equipment not approved for connection by Us.
- Accidents or disasters or any cause beyond Our control, including but not limited to lightning, water, fire, public disturbances and improper ventilation.

## 4. Your obligations

As a condition of Our provision of the Services You agree to:

- (a) provide Us with any necessary information, facilities or access;
- (b) in the event installation services are provided under the Easy Service Plan, provide a suitable technical and physical environment for the installation of the Products including the necessary means to connect the Product to its network and any other means needed to make the Product work;
- (c) ensure all information provided to Us by You is complete and accurate;
- (d) take all reasonable precautions to safeguard Your network, systems, data and the Product, including, for example: taking regular and useable back ups, operating firewalls and virus checks, and implementing effective data security and access controls;
- (e) implement in a timely manner any recommendations and/or instructions made by Us or any relevant third party that affect the Product and/or Services;
- (f) obtain in writing any necessary consents, licences, waivers and permissions and take any other steps as are necessary to ensure continuing legal compliance;
- (g) where necessary provide a suitably qualified, authorised representative to liaise with Us.

## 5. Liability and Warranties

5.1. This Clause varies according to the jurisdiction in which We are located. The appropriate Clause for each jurisdiction is set out in the information below, however where Easy Service Plan is provided to a consumer, in no circumstances will the liability and/or warranty clauses exclude or limit the consumer's rights under any applicable national or European law.

### Country: UK

#### Liability Clause

Subject to the limitations and exclusions below, We are liable for physical damage to tangible property which is caused by defects in the products or services supplied or by Our breach of any obligation arising from the express or implied terms of the Easy Service Plan to take reasonable care or exercise reasonable skill or any duty to exercise reasonable care or exercise reasonable skill (but not any stricter duty). Neither corruption of magnetic media nor loss of data shall constitute physical damage to tangible property for the purposes of this clause. Subject to the exclusions below, Our liability for loss suffered by You will be limited to the value of the supported product plus the amount paid for the Easy Service Plan.

You agree that to the extent permitted by law (e.g. We accept liability without limit for (a) fraud or deceit; (b) death or personal injury caused by breach or negligence; and (c) any other liability that cannot be excluded or limited by law) and except as otherwise expressly stated herein all other liability is excluded by Us. In particular both parties agree that neither will be liable to the other for any of the following losses or damage: loss of revenue, loss of actual or anticipated profits (including for loss of profits on contracts); loss of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused (including, for the

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avoidance of doubt, whether such loss or damage is of the type specified herein.)

- 5.2. Subject to clause 5.1 on the previous page You agree that We are not responsible for any additional work required, or loss, costs or damage caused, because:
- (a) You have not used, stored or handled the Product properly (including failure to provide appropriate environmental conditions), or not complied with any instructions or recommendations for the Product given by Us or contained in any operations manuals or technical specifications, Improper Use or any non-compliance with any other clause of the Easy Service Plan;
  - (b) You have not installed or maintained any error correction, current software upgrades or new releases supplied or made generally available by Us or other relevant third party suppliers;
  - (c) of a virus (or similar) in Your system or because of any malfunction or requirement of any product that You have linked to the Product or which otherwise adversely affects the operation of the Product;
  - (d) data is lost or damaged;
  - (e) You or a third party has damaged or made changes to the Product or connected or incorporated any other item to the Product, or Your associated systems which adversely affect the operation of the Product;
- 5.3. We take no responsibility for, and give no warranty that the Product or the performance of any Service will be uninterrupted, bug or error free. You acknowledge that We may not successfully diagnose or correct all faults or errors.

## 6. Term

- 6.1. If the Easy Service Plan has a fixed period (as defined in the Scope of Service), it shall commence on the date that the Easy Service Plan

was activated and continue in force until the earlier of expiration of such fixed period or the Product reaches the end of its Product Lifetime (in which case no extension is possible). Should You wish to extend the term of the Easy Service Plan after the end of the fixed period, it is in Our sole discretion to agree to such extension and any extension of the contractual term will be subject to additional requirements.

- 6.2. If the Easy Service Plan has no specific period, it shall commence on the date that the Easy Service Plan was activated and continue until the earlier of (i) the date that the Services (as detailed in the Easy Service Plan) are completed or (ii) the expiry of 5 years from the date of activation or (iii) the Product reaches the end of its Product lifetime.

## 7. Intellectual Property Rights

- 7.1. Nothing in the Easy Service Plan shall affect either Our or Your Intellectual Property Rights existing prior to the date of entering into the Easy Service Plan.
- 7.2. You agree not to remove, alter or obliterate any Intellectual Property Rights or proprietary notice or other notice required by law or regulation on any Product or other equipment.
- 7.3. All Intellectual Property Rights arising out of or in connection with work carried out by Us in the performance of Our obligations under the Easy Service Plan shall belong exclusively and absolutely to Us, Our sub-contractors and/or producers/licensors (as the case may be).



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## 8. Assignment and Subcontracting

- 8.1. We may assign or transfer part or all of Our rights and/or obligations under the Easy Service Plan to an accredited partner or to any affiliated company, Our parent or ultimate parent company or their affiliated companies.
- 8.2. You agree that We may use sub-contractors to perform Our obligations under the Easy Service Plan. Where We do so We remain liable for the proper and complete discharge of such obligations.
- 8.3. Once activated, You may not assign, transfer or subcontract any part of the Easy Service Plan without Our prior written consent.

## 9. Applicable Law

The Easy Service Plan shall be governed by and construed in accordance with the law of the country in which the ESP Pack is activated (“**Our Jurisdiction**”) and any disputes in connection with the Easy Service Plan come under the exclusive jurisdiction of the courts within Our Jurisdiction.

## 10. Miscellaneous

- 10.1. **Force Majeure:** Neither party will be responsible for the delay or failure to perform any obligation under the Contract, to the extent that this delay or failure is due to circumstances beyond the affected party’s reasonable control and provided that the affected party notifies the other party of the circumstances immediately.
- 10.2. **Waiver:** The failure of either party to enforce any term or exercise any right under the Easy Service Plan (either prior to, or post termination) shall not constitute a waiver of such term or right and shall in no way affect that party’s right to later enforce or exercise the term or right.
- 10.3. **Severability:** If a competent authority should decide, that a term of the Easy Service Plan and/or these Service Terms is illegal or not binding, it will not affect the other terms of the Easy Service Plan and/or these Service Terms. The term in question will be changed by agreement between the parties to ensure that it is binding and no longer illegal.
- 10.4. **Third Party Rights:** A person, who is not a party to the Easy Service Plan, shall not have any right to enforce any conditions of the Easy Service Plan.