



# HP Partner Link Pay-per-use End User Licence Agreement (Reseller)

## **SUMMARY**

HP must ensure actual acceptance by a reseller employee with the authority to accept on the reseller's behalf.

## About this edition

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### **Legal notices**

The information contained herein is subject to change without notice.

The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty.

HP shall not be liable for technical or editorial errors or omissions contained herein.

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# 1 End User License Agreement (EULA)

ATTENTION: PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE USING THIS EMBEDDED APPLICATION AND WEB-BASED SERVICE ("APPLICATION"). IT IS A LEGAL AGREEMENT BETWEEN (A) THE PERSON ACCEPTING THIS EULA EITHER AS AN INDIVIDUAL OR SOMEONE AUTHORIZED TO ACCEPT THIS EULA ON BEHALF OF A SINGLE ENTITY (IN EITHER CASE, "YOU") AND (B) HP INC. THAT GOVERNS YOUR USE OF THIS APPLICATION INSTALLED ON YOUR AND/OR YOUR CUSTOMERS' HP DESIGNJET OR PAGEWIDE XL PRINTER. YOU MUST INDICATE YOUR ACCEPTANCE OR REJECTION OF THIS EULA BY CHECKING THE APPROPRIATE BOX IN THE SIGN-IN FORM.

This Application automatically collects usage data from any printers registered with the Partner Link program by you and/or your customers. The printer usage data that we automatically collect and send securely over the internet helps HP determine how you and/or your customers use registered printer(s), and which product features are the most important to them. In addition, as part of the Application set-up process, you will be required to provide contact information (name and email) from your customer. All the data is collected and used in accordance with the Privacy Notice section below. If you wish to stop the Application from automatically collecting printer data from registered printers, then you and/or your customers must have the Application de-installed.

## Privacy Notice

HP Inc. (HP) respects your privacy and is committed to protecting it. HP provides this Privacy Notice to inform you that, when installed on printers, this Application enables the printers to periodically send printer configuration and usage information to HP over the internet. Your customers should be aware that their personal information will be sent to HP. Information sent to HP is used to provide the Partner Link program, including providing customized analysis of your and/or your customers' printer usage and calculating aggregate usage statistics. The information is also used to improve the performance of products and services and may also be used to determine your eligibility for certain usage-based reward programs.

For any printers registered to use the Partner Link PPU service, HP collects printer status and usage data, and other printer-specific data. Printer-specific data as well as your customers' contact information will be shared with you to better manage your customers' accounts, respond to your customers' HP DesignJet or PageWide XL ink supplies needs and help manage service delivery for your customers. This data may be shared with other HP DesignJet or PageWide XL printer and supplies entities, possibly overseas, to enable this Application. The list below specifies the type of information that HP will collect:

- Product name and model number
- Serial number
- Firmware version

- Quantity, brand, and type of ink used
- Quantity and type of media (paper) used
- Printer status data for print engine, printhead, ink cartridge, and media
- Printer usage data including printer error data
- Print job information (job ID, print size, print quality, printing time, number of pages, etc.)
- IP and MAC addresses
- Data provided by Customer and Reseller:
  - Mandatory: Company name, user email, user name and last name
  - Optional: User phone, company location, company contract ID

HP will maintain the privacy of any personal data collected, in accordance with the [HP Privacy Statement](#). To the extent that HP is processing any personal data to which it has access on behalf of your customers, HP's [Partner Data Processing Addendum](#) shall apply. HP's Partner Data Processing Addendum is available at <https://www.hp.com/privacy> or upon request.

## Terms of Use

You are responsible for obtaining and maintaining all equipment and services needed for access to and use of this Application. When you agree to use this Application, you are agreeing to use this Application for the purpose of participation in a web-based service that will provide information regarding the printer, supplies usage, and supplies needs to HP and to you, as HP Authorized Reseller. You agree to provide true, accurate, current, and complete information (and, for as long as you continue to use this Application, to update such information to keep it true, accurate, current, and complete). HP Partner Link Pay-per-use Portal is provided as an additional service to users of Original HP ink supplies and is compatible only with Original HP ink supplies.

## Termination

There may be cause for you, as HP Authorized Reseller to be terminated from participation in the HP Partner Link program. In that event, HP will notify you and your customer.

HP may terminate, suspend, or modify your participation, along with, or access to, all or part of this Application, without notice, at any time and for any reason. You may discontinue your participation in and access to this Application at any time. If you breach any of these Terms, your authorization to use this Application automatically terminates.

If HP terminates the Partner Link program, HP will notify you.

## Disclaimers

THE HP Partner Link PROGRAM IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. HP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE HP Partner Link PROGRAM OR THIS APPLICATION (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HP MAKES NO WARRANTY THAT THE HP Partner

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## Limitation of Warranty

Although this Application provides email communications to HP and the customer's HP Authorized Reseller of choice, HP does not warrant or guarantee the supplies fulfillment service or response levels provided by the customer's HP Authorized Reseller to the customer.

This Application uses standard email communications to send supplies information and supply requests to your HP Authorized Reseller of choice. Since email is not a secure communications medium, HP does not warrant or guarantee the security of information sent by this Application.