

# KYOSupport TERMS AND CONDITIONS

## 1 Definitions

'Customer' or 'you' or 'your' means the purchaser of KYOSupport.

'Kyocera Mita' or 'we' or 'our' or 'us' refers to the Kyocera Mita sales companies in the following countries: Austria, Belgium, Denmark, Finland, France, Germany, Italy, Netherlands, Portugal, South Africa, Spain, Sweden, Switzerland, United Kingdom.

'Kyocera Mita Specialist' refers to a Kyocera Mita employee who will provide the KYOSupport service.

'Kyocera Mita Contractor' means a 3rd party authorised by Kyocera Mita to provide the KYOSupport service on our behalf.

'Kyocera Mita Support Person' means a Kyocera Mita Specialist and/or a Kyocera Mita Contractor.

'Software' means the software named in the registration sheet accompanying these Terms and Conditions.

'KYOSupport' (also referred to as 'Support') means a service package which entitles you to receive support for the Kyocera Mita Software named in the registration sheet attached. KYOSupport can be provided by a Kyocera Mita Specialist or by a Kyocera Mita Contractor.

## 2 Scope of KYOSupport

- 2.1 To activate KYOSupport you must register the Software on our website: <http://registration.kyoceramita.eu>

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Your personal data will be collected, processed and used for registration purposes only and will be subject to all applicable data protection and privacy laws.

We cannot ensure the security of the information you transmit to us, and so we urge you to take every precaution to protect your personal data when you are on the Internet. Kyocera Mita respects your privacy and is committed to protecting the personal information you share with us. This statement describes how Kyocera Mita collects and uses your personal information to provide services that you have requested. If you are a registered user, you can review your personal information and make change requests by accessing the registration website using your credentials. You may also request deactivation of your registration or deletion of any personal information held by us by contacting Hotline Support. For details on how to contact Hotline Support by phone, fax or email please go to: <http://serviceworld.kyoceramita.eu>. If you choose to deactivate your account, some of the personal information that you have requested to be removed will be retained in our files. This is done to prevent fraud, resolve disputes, troubleshoot problems, enforce the terms in this contract, exercise your opt-out preferences, and comply with legal requirements as permitted by law.

- 2.2 Kyocera Mita issues a standard end-user licence agreement for the Software. A copy of this document and a further copy of these KYOSupport Terms and Conditions can be requested from Kyocera Mita or a Kyocera Mita Contractor. It is also digitally accessible from the Kyocera Mita website: <http://www.kyoceramita.eu>
- 2.3 KYOSupport will be valid for the period indicated in the product registration sheet supplied with these KYOSupport Terms and Conditions and will commence from the date the Software is registered.
- 2.4 KYOSupport can be extended by purchasing an extension package from Kyocera Mita or a Kyocera Contractor. It can be purchased on an annual basis and should be purchased 4 (four) weeks before the current KYOSupport period expires. The renewal period will always commence on the same day the previous period expires. Support is only available for the period of the contract. To continue to receive support benefits the contract must be renewed annually.

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2.5 To be eligible for KYOsupport the following conditions must be met:

- (a) The Software must be operated as specified within the documentation accompanying the Software. This applies in particular to the specified operating system and the purpose and given limitations of the Software.
- (b) The installation instructions set out by Kyocera Mita in the documentation must always be followed.

If these conditions are not met, Kyocera Mita cannot ensure and/or allow KYOsupport unless explicitly stated otherwise. Kyocera Mita reserves the right to end the Support directly in such circumstances.

2.6 We recommend that you read the service advice pages contained in the Kyocera Mita website for your country and also install any available bug fixes or updates, as provided by our website services, to the Software before contacting the support service.

## 3 KYOsupport Coverage

3.1 Your access to KYOsupport is only available in the country where you purchased KYOsupport.

KYOsupport is available during normal business hours in place in the country where KYOsupport will be provided, for further details please refer to:

<http://serviceworld.kyoceramita.eu>

KYOsupport is not available on statutory public holidays or on Kyocera Mita and/or Kyocera Mita Contractor public holidays. Please see the Kyocera Mita website for your country for more details on these dates.

3.2 KYOsupport consists of the following services:

- a) Extended Web-based Information

This is the first level of support. It provides you with online information on selected issues beyond the ordinary bug fixes and patches available on public websites, for instance usability and best practices.

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## b) Hotline Support

This is the second level of support. It provides you with access to answers to Software-related questions, i.e. questions on technical specifications, compatibility issues and other related requests for information. For details on how to contact Hotline Support by phone, fax or email please go to: <http://serviceworld.kyoceramita.eu>

## c) Online Assistance

This is the third level of support. It provides you with desktop support services. This will be initiated by a Kyocera Mita Support Person, who will invite you (using your registered email address) to one of the following support services explained below.

In order to be able to participate in an Online Assistance session you need to install a utility (details on this utility will be provided with the invitation email) on your PC. You must also have a suitable Internet connection. Online Assistance will be provided in the local language unless we need to refer the matter to our Technical Competence Centre for a higher level of support; at which point Kyocera Mita reserves the right to provide the support services in the English language.

### (i) Demo Session

You will be provided access to the Kyocera Mita Support Person's screen where the Software will be running for demonstration and support purposes only. By sharing the same view of the Software during this procedure you will learn how the Software should be used or configured to achieve the required functionality.

### (ii) Remote Session

Subject to your prior written consent (emailed), the Kyocera Mita Support Person will gain access to view your PC screen and analyse the running Software. This will enable the Kyocera Mita Support Person to provide you with guidance, information, and recommendations on solving your problem.

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A Kyocera Mita Support Person's function is to provide guidance, information and recommendations only; he/she is not entitled to make any correction or change to any of the settings on your remote system.

## d) Updates

Kyocera Mita's Software version numbering is identified by integers in the format "1.2.3". In this example the integer 1 identifies the major version of the Software; the integer 2 identifies the minor version; the integer 3 identifies the incremental version.

Successive incremental versions are releases arising from bug fixes and minor improvements with no significant change in specification. Successive minor version releases denote upgrade releases with significant new features within the framework of an existing specification. Successive incremental and minor version releases (updates) will be made available to you without additional charge under these KYOsupport Terms and Conditions.

New major Software versions (upgrades), however, denote an architectural change or a significant addition to features and functionality beyond a previous existing specification and fall outside upgrades made available under these KYOsupport Terms and Conditions.

The release of Software Updates remains the sole decision of Kyocera Mita.

- 3.3 KYOsupport does not include onsite support.
- 3.4 There may be factors outside the control of Kyocera Mita which may affect our ability to answer your queries on the Hotline. We therefore reserve the right to involve higher levels of support whenever a problem cannot be solved directly.
- 3.5 There are also limitations to our support which may include, but are not limited to, Internet performance, Customer's specific network configurations, etc. We will not be in breach of KYOsupport Terms if we are delayed due to one of these factors.
- 3.6 KYOsupport is limited to the person named in the registration of KYOsupport and the designated substitute.

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- 3.7 You may replace the designated substitute as referred above with another contact person of your choice, subject to the following:
- a) You provide Kyocera Mita with the details of the named substitute, and
  - b) You update the registration information with the corresponding named substitute.

## 4 Release from Obligation to Provide Service

If the Customer chooses not to cooperate with our telephone assistance or to provide Kyocera Mita with the necessary time and opportunity to remedy the defect, Kyocera Mita shall be released from the obligation to provide KYOsupport services under these KYOsupport Terms and Conditions. The Customer's obligation to pay under the contract will, however, remain unimpaired.

Kyocera Mita and/or the Kyocera Mita Contractor will perform their obligations under the contract to the best of their ability regarding an optimal availability and accessibility of the system and the software services.

Kyocera Mita will make reasonable commercial efforts to provide the services described herein, but Kyocera Mita cannot guarantee that every question or problem raised by the Customer will be resolved. Kyocera Mita does not warrant that the Customer's use of the Software will be uninterrupted or error-free.

## 5 Payment Terms

- 5.1 You are obliged to pay all sums owed by you to Kyocera Mita or Kyocera Mita Contractors under these KYOsupport Terms and Conditions immediately upon receipt of any invoice. Payment shall not be deemed to have been received until we have received cleared funds.
- 5.2 We reserve the right to suspend at our sole discretion or terminate KYOsupport services if you breach any of the conditions in clause 6.1. Before suspension or termination we shall serve you written notice to fulfil your full payment obligation within 14 days from date of the written notice.

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## 6 Termination

6.1 KYOsupport will terminate immediately upon the occurrence of ANY of the following:

a) In the case of a business:

- (i) Incorporated business: if a resolution is passed to wind up your business or if your business goes into liquidation, or
- (ii) Partnerships: if the court makes an order to the effect that the partnership is dissolved.

b) In the case of individuals:

- (i) If you are declared bankrupt or insolvent, or
- (ii) If you become deceased.

c) In all cases:

- (i) If you fail to make any payment due to us or a Kyocera Mita Contractor, or
- (ii) If a liquidator, receiver, administrator, trustee or other similar office is appointed in respect of any of your assets, or
- (iii) If you become or are declared insolvent.

d) Misuse of support

- (i) If, in the sole discretion of Kyocera Mita, you still misuse the Support after Kyocera Mita has issued you with a written warning informing you of the same.
- (ii) In the case you continue to misuse the support Kyocera Mita reserves the right to terminate KYOsupport without refunding the KYOsupport purchase price.

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## **7 Force Majeure**

- 7.1 We shall not be liable either wholly or partially for any breach of our obligations under these KYOsupport Terms and Conditions resulting from force majeure events.
- 7.2 We agree to give you notice immediately on becoming aware of any force majeure event. This notice will contain details of the circumstances giving rise to the force majeure event.
- 7.3 If a Software defect due to a force majeure event continues for more than 26 weeks, you are entitled to terminate these KYOsupport Terms and Conditions.
- 7.4 In the event of forces majeures, such as outbreak of war, political disturbance, natural disasters including (but not limited to) failure of public utilities including telephone and Internet services, accident, fires, explosion, flood, storms and other damage caused by the elements, strikes, governmental action and acts of God or other causes beyond the control of both parties, which affect the services under the contract, the occurrence of the force majeure is to be promptly notified in writing within 7 days from the beginning of the force majeure with reasonable verification acceptable to the other party, and each party shall not claim any compensation for additional expenses which may be incurred as a result of such force majeure.

## **8 Limitation of KYOsupport**

KYOsupport does not include any of the following:

- 8.1 Installation of PC or server hardware including the setup of the appropriate operating system.
- 8.2 Installation or setup of the Software.
- 8.3 Onsite visit and onsite support.
- 8.4 Service to Software which is not registered under your name.
- 8.5 Support for Software other than those the KYOsupport package was designed for.

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- 8.6 Support for Software that has been installed on higher versions of the operating system than specified in the documentation delivered with the Software.

## **9 Proof of Your Software Purchase**

The registration of the Software as well as the KYOsupport package is essential if any support request is to be made. If it is not possible to establish that KYOsupport has been registered when you notify a problem, you must supply documentation that you are eligible for KYOsupport. This can be achieved only by submitting the purchase receipt for the Software together with the purchase receipt for the KYOsupport package. The KYOsupport serial number must be stated on the receipt.

## **10 Confidentiality**

Kyocera Mita Support Persons shall not make accessible to third parties any personal or business data or information of a technical or commercial nature that the Customer may disclose while receiving KYOsupport for the duration of KYOsupport and for a period of five years after its expiry/termination. This shall not apply to information known or generally accessible to the public, or information which becomes known or generally accessible to the public without any involvement or fault on the part of Kyocera Mita Support Persons. It shall also not apply to information disclosed or made accessible to Kyocera Mita Support Persons by an entitled third party, or independently developed by any Kyocera Mita Support Person not in possession of the information disclosed.

## **11 Miscellaneous**

- 11.1 All relations between Kyocera Mita and you shall be governed by the laws of the country in which you purchased KYOsupport. The application of the Vienna Convention on Contracts for the International Sale of Goods shall be excluded.
- 11.2 All disputes arising in connection with KYOsupport shall be settled by the competent court of the country in which the Customer purchased KYOsupport, provided that the Customer is a business. If the Customer is an individual, the courts of the place of residence of the Customer shall be competent.