



This End User Licence Agreement ("**EULA**") is an agreement between the person signing up to use the Kyocera Material ("**End User**") and KYOCERA Document Solutions Australia Pty Ltd ACN 003 852 444 ("**Kyocera**").

In this EULA, "Software" means the Kyocera Cloud Print & Scan cloud software service, and the associated computer applications, documentation and support services, and "Kyocera Material" means the Software as well as any derivative work/s and other material that may be created by Kyocera in the course of providing services.

1 PRELIMINARY ITEMS

- 1.1 This EULA sets out the terms and conditions by which Kyocera permits the End User to use the Kyocera Material.
- 1.2 This EULA is the entire agreement between Kyocera and the End User regarding the Kyocera Material.
- 1.3 The End User warrants that they are an employee or contractor of a Kyocera customer or an employee or contractor of an affiliate of a Kyocera customer.
- 1.4 By signing up to use the Kyocera Material or by accessing or using the Kyocera Material, the End User acknowledges and agrees that they have read and agree to comply with this EULA (including any variations Kyocera may make from time to time).
- 1.5 If the End User does not accept this EULA then the End User must not access or use the Kyocera Material.

2 GRANT OF LICENCE

2.1 Use

- (a) The Kyocera Material is licensed, not sold.
- (b) Kyocera grants the End User a revocable, non-exclusive, non-transferable, non-sublicensable, and royalty-free licence to use (including to load, display, execute and install) the Kyocera Material subject to the terms of this EULA ("Licence").
- (c) The Kyocera Material must only be used for End User's internal business purposes to print and scan documents on the End User's multi-function device or printer from the End User's terminal device or cloud storage account.
- (d) The End User may install and use the Software on one computer only.
- (e) The End User agrees that its account may be deleted in case of 12 consecutive months of inactivity.

2.2 Support services

- (a) Kyocera will use reasonable efforts to provide online support services to End Users in accordance with the Support Terms located at <https://www.kyoceradocumentsolutions.com.au/productssite/Documents/Kyocera-Cloud-Print-Scan-support-terms.pdf>
- (b) While Kyocera will endeavour to respond to all requests for online support, Kyocera does not guarantee or make any representations that it will rectify any or all issues, or that requests for, or the provision of, online support will be responded to or provided by a certain timeframe.

2.3 Breach and compliance with laws

- (a) The End User is responsible for breach of any of the terms of this EULA related to its End User account.
- (b) The End User must assist Kyocera in all respects and compensate Kyocera with respect to any and all damage caused by any unauthorised use of the Kyocera Material.
- (c) The End User agrees to comply with all applicable laws in using the Kyocera Material.

3 KYOCERA OBLIGATIONS

Kyocera will perform the services specified in this EULA with the degree of professional skill, care and diligence expected of a competent professional supplier in Australia experienced in

carrying out the same services or services of a similar size, scope and nature to the Kyocera Material, and will comply with all applicable laws with respect to such services.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 All ownership and intellectual property rights (including but not limited to copyrights and patent rights) in the Kyocera Material are the sole property of Kyocera and/or its licensors.
- 4.2 The End User acknowledges such ownership rights and will not take any action to jeopardise, limit, interfere or encumber in any manner with Kyocera's rights with respect to the Kyocera Material, or use Kyocera's intellectual property rights in any way except as expressly authorised by Kyocera.
- 4.3 The End User must not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Kyocera Material without the prior written permission of Kyocera.
- 4.4 The End User is responsible for obtaining all rights in relation to any information or content that End User uploads to the Kyocera Material or otherwise provides to Kyocera (including any personal information).

5 RESTRICTIONS ON USE OF THE KYOCERA MATERIAL

The End User must not, and must not authorise or permit any third party to:

- (a) modify, translate, reverse engineer, decompile, disassemble or create any derivative work/s based on the Kyocera Material; or
- (b) reproduce, translate, copy or modify the Kyocera Material; or
- (c) allow any third party to access or use the Kyocera Material; or
- (d) develop any software or system that incorporates, is derived from or otherwise uses the Kyocera Material (or any component thereof); or
- (e) take any action that imposes an unreasonable burden on, or interferes or attempts to interfere with the Software's infrastructure or security systems or protocols; or
- (f) distribute a virus that may disrupt or disable the Kyocera Material; or
- (g) use the Kyocera Material in a way that may violate any laws or regulations, or cause Kyocera or its licensors to be in violation of any laws or regulations.

Any breach of this clause will result in automatic termination of the Licence.

6 DISTRIBUTION

- 6.1 The End User must not rent, lease, lend, sell, publish, distribute or grant the Kyocera Material or any portion of it, or any copy of, or any portion of the copy, to any third party including individuals external or internal to End User's organisation.
- 6.2 Any unauthorised deviation from this condition will result in automatic termination of the Licence.

7 COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

- 7.1 The End User acknowledges and consents to Kyocera's collection, use and disclosure of End User's personal information or the personal information contained in any content or information that the User uploads as may be reasonably necessary to provide the Kyocera Material for the purposes and in the manner specified in the Kyocera Privacy Policy available at <https://www.kyoceradocumentsolutions.com.au/legal-centre/privacy-policy-au>.
- 7.2 End User consents to the disclosure of such personal information to Kyocera's service providers.
- 7.3 The End User warrants that it has all necessary consents and approvals for any personal information that End User provides to Kyocera.

8 DISCLAIMER

The End User acknowledges and agrees that:

- (a) End User uses the Kyocera Material at its own risk;
- (b) End User is solely responsible for any data or content inputted into the Software;
- (c) End User is solely responsible for deciding whether or not to implement any advice or recommendation provided by Kyocera;
- (d) no oral or written information or advice given by Kyocera or any authorized dealer/s or distributor/s will or will be deemed to increase Kyocera's obligations to End User beyond the scope of the terms of this EULA;
- (e) it is not a term of this EULA that the Kyocera Material will be secure or private;
- (f) Kyocera does not warrant that the Kyocera Material is fit for purpose or appropriate for End User's particular requirements or that the Kyocera Material will be uninterrupted, virus-free, error free or compatible with End User's equipment;

- (g) Kyocera does not represent or warrant that the Kyocera Material will be free from loss, corruption, interference, attack or other intrusion ("**Security Incident**") and End User will release Kyocera from any liability relating to such Security Incident; and
- (h) Kyocera may enhance, change, or otherwise modify the specifications of the Kyocera Material from time to time, at its sole discretion.

Kyocera disclaims any liability in respect of errors caused by End User's use of the Kyocera Material in a manner inconsistent with this EULA, any unauthorised modification to the Kyocera Material, the End User's technology systems, or any other cause not inherent in the Kyocera Material.

9 LIABILITY

- 9.1 To the maximum extent permitted by law, Kyocera limits all warranties and liabilities arising under or in respect of this EULA, whether in contract, tort (including negligence), statute or any other cause of action.
- 9.2 Under no circumstances is Kyocera liable to End User for any of the following in connection with or arising out of this EULA or the furnishing, functioning or use of the Kyocera Material under any theory of legal liability and notwithstanding that the damages were reasonably foreseeable or that the breaching party was advised of the possibility of such damages including but not limited to:
 - (a) loss of, or damage to, data; or
 - (b) special, incidental, or indirect damages or for any consequential damages (including but not limited to loss of anticipated profits); or
 - (c) lost profits, business, revenue, goodwill, or anticipated saving; or
 - (d) loss of privacy; or
 - (e) personal injury; or
 - (f) losses or claims arising from End User's:
 - (i) uploaded data, document or other content into the Kyocera Material; or
 - (ii) use of the Kyocera Material in violation of this EULA.
- 9.3 To the extent that any liability may not lawfully be excluded but may be limited, Kyocera's sole liability is limited to, at Kyocera's discretion:
 - (a) the supply of the Kyocera Material again; or
 - (b) the payment of the cost of having the Kyocera Material supplied again; or
 - (c) for any other liability that is not otherwise excluded or limited by this EULA, Kyocera's liability to End User is limited to an amount of \$10.
- 9.4 In the event that a third party's Intellectual Property Rights are infringed by the Kyocera Material, Kyocera's liability is limited to either:
 - (a) procuring a licence for that particular component; or
 - (b) repairing or replacing that component so that it no longer infringes on any rights.If these solutions are not practical, Kyocera may cancel End User's right to use the infringing component and pay End User a pro-rated refund of charges paid for that component.

10 TERM AND TERMINATION

- 10.1 This EULA is effective on the date that the End User accepts to be bound by its terms and continues to be in effect until terminated in accordance with this EULA.
- 10.2 Kyocera may immediately terminate End User's licence to the Kyocera Material on notice in writing:
 - (a) if End User commits a breach of this EULA; or
 - (b) in response to any suspicious or unusual activity on the End User's account; or
 - (c) in order to comply with applicable laws; or
 - (d) if Kyocera has an express right to do so under the terms in this EULA Terms; or
 - (e) for convenience.
- 10.3 Upon termination of this EULA:
 - (a) the End User must immediately cease using the Kyocera Material and destroy any such material in its possession; and
 - (b) The End User's Licence terminates and End User will no longer be granted access to the Kyocera Material.

11 FORCE MAJEURE

Kyocera may immediately suspend provision of the Kyocera Material, without affecting any of its rights, where a Force Majeure Event occurs or where Kyocera reasonably believes that a Default Event has occurred. Kyocera will end any suspension as soon as reasonably practicable. Where Kyocera has suspended provision of the Kyocera Material due to belief that a Default Event has occurred, Kyocera may first require that the End User remedy the Default Event.

For the purposes of this clause,

- (a) a "**Force Majeure Event**" means any cause beyond a party's reasonable control including without limitation an act of God (such as a fire, explosion, earthquake or pandemic), strike, or act of terrorism; and
- (b) a "**Default Event**" means an event where the End User is in breach of any obligation to Kyocera and does not rectify that breach within 7 days.

12 GOVERNING LAW

- 12.1 This EULA and any disputes will be solely governed by and construed in accordance with the laws of New South Wales, Australia.
- 12.2 End User submits to the exclusive jurisdiction of the courts of New South Wales.

13 GENERAL**13.1 Severability**

A word or provision must be severed if that word or provision is void, voidable or unenforceable if not severed, or if this EULA would be void, voidable or unenforceable if the word or provision was not severed. The remainder of this EULA continues to have full force and effect even if such severance occurs.

13.2 Waiver of rights

A right or remedy created by this EULA cannot be waived except in writing signed by the party entitled to that right or remedy. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy.

13.3 Right to assign

Kyocera may assign or novate this EULA, in whole or in part, to a third party on notice to the End User, and the End User consents to such assignment or novation.

13.4 No relationship

Nothing in this EULA constitutes a partnership or relationship of agency or employment between Kyocera and the End User.