

Online Customer Reporting Service (“Site”) Terms and Conditions of Use (“terms”)

1. General
- 1.1 **PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE.** These terms apply to all persons using the Site (“You”, and “Your”) and by accessing and using the Site You agree that You have read, understood and accepted these terms and will ensure that all employees and other individuals accessing and using the Site on behalf of Your company are aware of and observe these terms. **BY ACCESSING THE SITE YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS PLEASE DO NOT USE THE SITE.** In using the Site you may access or use open source software. Such use of open source software is licensed to You in accordance with their licensing terms. You can access the current list of open source software and their licensing terms and conditions by clicking [here](#) or visiting <https://www.canon-europe.com/eula>.
- 1.2 The Site, including all of its features and content, is provided to You by Canon Europa NV whose registered office is at Bovenkerkerweg 59, 1185 XB Amstelveen, the Netherlands and on behalf of its affiliates (in the following “Canon”, “We”, “Our” and “Us”). Any documents or reports created by You through the Site (“Materials”), as well as all other content and information provided on or through the Site, is for Your personal use only and for information purposes only (“Purpose”).
- 1.3 As a user of this Site you are granted a non-exclusive, non-transferable, revocable, limited licence to access and use the Site in accordance with these terms.
- 1.4 These terms govern your access to and use of the Site only and shall not affect the continuation in force of any related service agreements You have with Canon.

2 Acceptable Use.

- 2.1 These terms govern Your access to and use of the Site and Your access to the Materials for the Purpose. You may only use the Site in accordance with these terms and, in any event, for lawful and proper purposes and You will comply with all applicable laws, regulations and codes of practice within the jurisdiction/country from which You are accessing the Site. In particular, You agree that You shall not:
 - 2.1.1 use the Materials for any purpose other than the Purpose;
 - 2.1.2 upload or make available files containing corrupt data or viruses via whatever means;
 - 2.1.3 take any action that imposes an unreasonable or disproportionately large load on the Site or associated infrastructure;
 - 2.1.4 copy, reproduce, republish or distribute all or any part of the Site and (save as you may be expressly permitted by relevant licensing agreements) the Materials;
 - 2.1.5 rent, lease, sublicense, loan, translate, merge adapt, vary or modify the Site and (subject to any right to upload materials or otherwise except as expressly permitted by Us in writing) not make alterations to, or modifications of, the whole or any part of the Site nor permit the Site or any part of it to be combined with, or become incorporated in, any other programs;
 - 2.1.6 disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Site or the Materials nor attempt to do any such things; and
 - 2.1.7 use any network monitoring or discovery software to determine the Site architecture, or extract information about usage or individual identities or users.

3 Registration and Account

- 3.1 On registration, You shall provide Us with your current email address. You agree to provide accurate and complete registration information. It is Your responsibility to inform Us of any changes to that information.
- 3.2 Each registration is for a single individual only, unless specifically designated otherwise on the registration page. We do not permit:
 - 3.2.1 anyone other than You to use the Site by using Your name or password; or
 - 3.2.2 access through a single name being made available to multiple users on a network or otherwise.
- 3.3 We reserve the right to deny creation of Your account or terminate Your account at any time and for any reason and with no liability and the provisions of clause 10 shall apply.
- 3.4 You shall be solely responsible for maintaining the confidentiality of Your password. Notwithstanding anything else herein, We reserve the right to pursue any and all claims against You and any user of Your account.

4 Confidentiality and Copyright statements

- 4.1 All information and materials including the Materials made available on the Site are, unless otherwise specified, confidential information of Canon or any of the Canon group companies ("Confidential Information") and as such You shall, subject to clause 4.2:
 - 4.1.1 not disclose any Confidential Information except to such third parties as authorised in writing by Canon; and
 - 4.1.2 take all steps necessary or appropriate to protect any Confidential Information against unauthorised disclosure or use and shall promptly notify Canon of any unauthorised disclosure or use of any Confidential Information and shall take all actions that Canon reasonably requests to prevent any further unauthorised use or disclosure of the same.
- 4.2 The obligation set out in clause 4.1 shall not apply to the extent, but only to the extent, that any Confidential Information:
 - 4.2.1 becomes generally available to the public through no fault of Yours; or
 - 4.2.2 is required to be disclosed under any applicable law, rule, regulation or governmental order. Before disclosure You shall inform Canon of such disclosure and of which Confidential Information and to what extent it is disclosed and shall co-operate with Canon to seek a maximum protective order or measurement.
- 4.3 You shall ensure that the Materials reproduce any copyright statements and third-party logos as appropriate and are utilised with all the correct statements and disclaimers.

5 Modifications

- 5.1 We may, at any time and at Our sole discretion, make improvements or changes to the Site or to the information, services, products and other materials on the Site and any such changes shall be subject to these terms. You accept that such changes may result in You being unable to access the Site.
- 5.2 We may terminate the Site at any time without notice or liability of any kind.
- 5.3 We may also modify these terms from time to time, and such modification shall be effective immediately upon posting of the modified terms on the Site without prior separate notification to You. Accordingly, Your continued access to or use of the Site or any part of it is deemed to be Your acceptance of the modified terms.

6 Disclaimer of warranty

To the maximum extent permitted by law, We disclaim all express or implied warranties and all liability with regard to the Site, the information, services and materials contained on the Site and the Materials accessed or used through the Site. All such information, services and materials are provided "as is" and "as available" without warranty of any kind.

7 Indemnification

You agree to indemnify, defend and hold Us harmless from and against any liability, loss, claim and expense (including reasonable legal fees) related to Your breach of these terms.

8 Intellectual Property Rights

All trademarks, copyright, database rights and other intellectual property rights in any materials including without limitation the Materials displayed, made available or accessible on the Site as well as the organization and layout of the Site and the software code of the Site are owned either by Us, Our licensors or Our service provider. Except as expressly permitted by Us in writing, no license or right, express or implied, is hereby conveyed or granted by Us or Our licensors in relation to trademarks, copyright, database rights and other intellectual property rights in any materials displayed or accessible on the Site, in the organization and layout of the Site and/or in the software code of the Site.

9 Data Protection

If You choose to register for the Site, You agree to provide Canon with the accurate, up to date, business/work related data as requested in relation to the Site and any registration form. Your provided data will be used by Canon solely for the purpose of administering the Site and Your account. For details of Our use and transfer of Your business/work related personal data, please refer to Our Privacy Policy [\[found here\]](#) and Cookie Policy [\[found here\]](#)

10 Termination

10.1 We reserve the right to:

10.1.1 deny or suspend Your access to the Site;

10.1.2 deny creation of, suspend or terminate Your account at any time;

10.1.3 terminate these terms in Our sole discretion, at any time without notice.

10.2 Upon termination of access to the Site by You or Us, You must discontinue Your use of the Site and destroy promptly all materials obtained from the Site and any copies thereof.

11 User Policy

11.1 You undertake not to post to or send via or use in relation to the Site or any forums any materials that are or could reasonably be construed as: (i) defamatory, libellous, obscene, offensive, abusive, liable to incite racial hatred, discriminatory or blasphemous; (ii) in breach of any obligation of confidence or privacy or any trade secret; (iii) infringing the proprietary rights of any third party or for which You have not obtained all necessary licences and/or approvals; or (iv) violating any other law.

11.2 You also agree not to transmit to or send via the Site or any forums any materials which could reasonably be held to constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of any country or other competent authority, or infringe the rights of any third party enforceable in any part of the world.

11.3 Canon reserves the right to remove any materials from the Site where it reasonably suspects that such material is prohibited by this clause 11 or is otherwise inappropriate.

12 Governing Law

These terms, and any non-contractual obligations arising out of or in connection with these terms, shall be governed by and construed in accordance with the English law. You irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with Canon or these terms (including non-contractual disputes or claims).

13 Miscellaneous

13.1 Our failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.

- 13.2 Clauses 6 and 7 are for the benefit of Us and Our officers, directors, employees, agents, licensors, suppliers, and any third-party information providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against You on its own behalf.
- 13.3 Clauses 2, 3.4, 4, 6, 7, 8, 9, 10 and any clause which, by its nature, should survive termination or expiration of these terms shall survive termination or expiration.
- 13.4 These terms constitute the entire agreement between You and Us in respect of Your use of the Site and the Materials. If any provision of these terms is unlawful, void or unenforceable then that provision shall be deemed severable from the remaining provisions and shall not affect their validity or enforceability.

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