# This document contains the following information in relation to the Print in City Service

- Print in City Service Description
- Print in City Terms of Service
- Print in City Privacy Policy
- Print in City Software License Agreement EN Version
  - o Print in City MEAP Application
  - o Print in City Printer Driver
  - Print in City Agent
- Print in City Customer Revenue Pay-out Terms
- Print in City Credit Loading Portal

# PRINT IN CITY SERVICE DESCRIPTION

# Description of the service

The Print In City service offers Canon customers the opportunity to make their own print environment available to the public and thus achieve a better return on their investment. Printing, scanning and copying can be offered to guests or walk-in customers as an additional service in a secure setting.

Print In City is a public printing service for all businesses, their visitors, interested groups, residents, and small businesses. The service provides a secure platform for paid guest printing, enabling companies to effectively manage their printing environment, printing costs and print security, and to make a portion of their printer fleet available for public use through Print In City. Any organization, whether public or commercial, can join the service.

The service is available to users at uk.printincity.com website or via the Print In City mobile app or from a Canon printing device. The use of the service is self-explanatory and user-friendly. Once a personal account has been created, users can control all functions either via the app or the portal. Users choose their preferred authentication and payment methods in their personal Print In City account to print, scan or copy on any multifunction device available in Print In City.

It is also possible to use the Print In City service as Guest without creating a Print In City user account.

Canon's print management solutions and services ensure document-level security when printing, scanning, and copying also with the Print In City service. The service integrates seamlessly with a wide range of Canon print equipment and print jobs can be released via PIN, QR code, card (where implemented) or the PiC mobile app from any Canon device connected to the service.

# How the service works for Registered users:

- Users create at a personal account at uk.printincity.com website
- In the account settings, the user generates his personal authentication code.
- Using any of the available means of payment, the user adds credit to their Print In City account.
- To print, the user uploads their PDF or JPEG file to the portal. The file can be previewed and print settings can be made. All other file formats are supported by the Print In City Windows printer driver and the iOS and Android mobile applications.
- The user confirms that their files are ready for "Print".
- The user goes to any Print In City print point. He logs in to the device with his authentication code or with his mobile phone by scanning a QR code on the device. (Also an RFID card reader can be connected to the service to facilitate future logins.)

- He selects the print menu, where he can find the jobs he has sent to print.
- When scanning or copying, the user selects the desired function on the device.
- The cost of printing, scanning or copying will be calculated according to the price list of the selected print point when the job is completed.
- The user logs out of the device.

## How the service works for Guest users:

- Guest users access the designated national printincity.com website by using the Guest login.
- To print, the user uploads a PDF or JPEG file to the portal. The file can be previewed and print settings can be made. All other file formats are supported by the Print In City Windows printer driver and the iOS and Android mobile applications.
- The user confirms that their files are ready for Print and will be shown a unique Code.
- The user goes to any Print In City print point and opens the device as Guest.
- The user is prompted to reserve an amount of credit to pay for their prints, copies and scans. They will scan the QR code on the device and make a credit card reservation for a preselected amount of their choice by using their mobile phone.
- The user then selects the print menu and enters their Code to retrieve and print their waiting jobs.
- The user can also scan or copy by selecting the desired function on the device.
- The cost of printing, scanning or copying will be calculated according to the price list of the selected print point.
- When all desired operations have been completed, the user presses "End Session" button and the cost of the operations will be deducted from their active credit reservation. Unused credit will be automatically returned to the user's credit card.
- Locations that have implemented the Credit Loading Portal function will also be able
  to take over the counter payments and issue Prepaid Codes to allow the use of Print
  In City for Guest users without the need to reserve credit on the device by mobile
  phone.

## **Availability of services**

The service is provided by Canon's partner Overall Eesti AS, Laeva 7, 10151 Tallinn, Estonia. For Canon customers, the service is available around the clock, while availability for Print In City users depends on the opening hours of the organisation providing the service.

The service is provided at the premises of the Canon customer.

To be able to provide the service, the customer's premises must be accessible during the opening hours of the service. The opening hours are made available to users via the

designated national printincity.com website. Service of Canon hardware is conducted according to the terms of the existing Canon service contract.

For Print In City self-service support for the end users is available via the "Feedback" section on the designated national printincity.com website.

# Interface and other requirements

# **Print Point Location and Marketing**

The successful implementation of the service requires a good location for the printers.

The printers connected to the service should be in easily accessible and in high-traffic locations. For example, students and visitors to libraries and various public authorities that have a bigger need for printing.

Visitor marketing is important for in the area to spread the word about the print point and help users find it.

# **Technical Requirements**

The solution is based on Canon devices. The service requires access to an internet connection. The service runs on the Microsoft Azure platform. In either EU or UK locations.

The service requires the provision of the Print In City embedded application on the Canon device. All communication takes place directly between the Canon device and the Print In City cloud service.

The implementation services and training are carried out by a Canon employee.

The deployment is planned together with the customer, and the cost of the deployment depends on the number of devices connected to the project.

# **Security of the Service**

- The Print In City service is used over a secure connection.
- The Print In City device application has been verified by Canon and complies with the Canon embedded application security framework.
- The operating system of the Canon MFP is a Linux-based system. The operating system has been strengthened by the removal of unnecessary drivers and services. Compared to a normal Linux operating system, this allows all external attacks to be blocked. The devices are IEEE 2600.1 certified.
- The imageRUNNER Advance Series devices come standard with overwrite disks, which overwrite the data area either during or immediately after a job.
   The overwrite can be set to I or 3 times with zero or random data and does not slow down the device. By default, the superscript is selected as a onetime overwrite of random data during the job.
- The MFP's hard drive is protected by a device-specific password that is encrypted with AES256. This protection is provided by the device's own Trusted Platform

- Module (TMP) chip. The hard drive cannot be transferred to another device of the same type and its contents cannot be read without formatting the hard drive and completely rebooting the device's operating system.
- Disk Encryption: The device can be retrofitted with an HDD Encryption Kit, which
  can be used to encrypt the entire inside of the hard drive with AES256. If the
  HDD Encryption Kit is installed, the hard drive of the device must first be
  formatted and then the operating system must be reloaded. The HDD Encryption
  Kit then encrypts the entire hard drive. The hard drive can then be reinstalled in
  another MFP. By installing the kit, the security of your device will be increased to
  EAL3.
- The device's network/management settings are always password protected. The password is seven characters long and requires both a username and a password. Both can be different. The password is not displayed in plain text via remote management or the device's display panel.
- Encryption in the maintenance mode of the device: The maintenance mode can
  also be encrypted separately with a password. This prevents the device functions
  from being changed via the service mode. The maintenance mode can be
  encrypted by requesting user passwords and a password specific to the
  maintenance mode.
- Network settings are always protected by root user passwords.
- SMTP authentication before sending an email. SSL/TSL security can be used for shipping.
- Device log information is hidden. The management settings are always password protected.

## **Requirements for the Customer**

Deployment is done in collaboration with the customer's IT service manager according to a separate project plan. Training is delivered on the device.

## Visual Identity, Visibility, and Marketing of the Service

The location and appearance of the print point are an essential part of the service's discoverability.

Canon offers a marketing package that includes:

- Poster (A2 format) with customized prices, images and instructions on how to use the service.
- Stickers (A5 format) that can be attached to the MFP.

Canon will provide the Client with sufficient quantities of the materials free of charge.

## **Non-integrated Services**

The service does not include the following work and it will be charged separately:

- additional costs such as overtime outside normal working hours, travel time, mileage allowance, daily allowance, accommodation and parking;
- delays in error reporting due to Microsoft updates, server updates, changes in the customer network or power outages;
- delays caused by the customer resulting in an extension of the works, as well as delays due to incomplete or incorrect network settings or malfunction of the network.

# **Print In City Terms of Service**

# **Welcome to Print In City**

Thank you for using our integrated public private print, copy, scan service – Print In City ("PiC"). PiC is provided in the UK by Overall Eesti AS, located at Laeva 7, Tallinn 10151, Estonia.

PiC provides you a convenient way to securely access multifunction- and print devices in participating organizations' local area networks for printing, copying and scanning. You can use PiC via the PiC webpage, via email or directly from a connected multifunction device.

PiC will automatically transact the necessary payment for the prints, copies and scans that you make via PiC.

By using PiC, you are agreeing to these terms. Please read them carefully.

# **Using PiC**

You must follow any policies made available to you within PiC.

You may use PiC only as permitted by the laws of England and Wales. You may not use PiC for any activity which is unlawful, misleading, malicious, discriminatory or which could result in any of the PiC services becoming disabled, overburdened or which could impair their proper working or appearance.

We may suspend or stop providing PiC to you if you do not comply with our terms of service or PiC usage instructions.

Using PiC does not give you ownership of any intellectual property rights in PiC or the content that you access. You may not use content from PiC unless you obtain permission from us. These terms do not grant you the right to use any branding or logos used in PiC. Do not remove, obscure or alter any legal notices displayed in or along with PiC.

In connection with your use of PiC, we may send you service announcements, administrative messages and other information.

## **PiC Account**

You will need a user account to use the full functionality of PiC. You may create your own PiC account, or your PiC account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a PiC account assigned to you by an administrator, different or additional terms may apply.

To protect your PiC account, keep your password confidential. You are responsible for the activity that happens on or through your PiC account.

# **Privacy and Copyright Protection**

Our Privacy Policies explain how we treat your personal data and protect your privacy when you use PiC. By using PiC, you agree that PiC can use such data in accordance with our Privacy Policies.

## **Payment and Charges**

You will be charged for using PiC according to the <u>pricelist</u> published and updated on the PiC website. Your PiC account will be debited automatically after you have received your prints, copies or scans from the device. To use PiC, you will be required to purchase a minimum amount of printing credits, for example 3 pounds sterling, that will be presented as your PiC account balance. You can purchase extra credits in pounds sterling at any time using methods listed on the <u>HELP page</u>.

When you start a new print, copy or scan, PiC will estimate the cost of your job based on the parameters that you have selected and will reserve the required amount from your PiC account. Upon completion or cancellation of your print, copy or scan job, PiC will recalculate the correct final charge for your completed job and make necessary readjustments to your PiC account balance. You can monitor your balance from the PiC website at any time.

If you find for any reason that you would like us to close your PiC account but have unused credits on your account. You can request us to process a refund or transfer your outstanding balance to another PiC user. You have this right only if your PiC account has been credited by yourself. We reserve the right not to process a refund if your account has been credited by someone else. When transferring your balance to another PiC account, no additional charges will occur, however when processing a refund, third party transaction fees to you may occur. If such fees exceed the refundable balance, the refund will not be processed. We ask you to send us a written request via the authenticated PiC Feedback form indicating your name and contact details, your PiC account name, a bank account or the PiC account name where you would like us to transfer your remaining balance. A balance of less than the minimum purchasable printing credit amount cannot be refunded. Anonymous refund requests will not be processed.

#### **Your Content**

PiC allows you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content.

You are solely responsible and liable for that content and will refrain from using content that is in violation of any applicable laws or regulations, offensive, hateful, discriminatory or that contains viruses or other harmful code.

When you upload, submit, store, send or receive content to or through PiC, you give us a license to use, host, store and reproduce such content. The rights that you grant in this license are for the limited purpose of operating and improving PiC. PiC also offers you ways to access and remove content that you have provided. Make sure that you have the necessary rights to grant us this license for any content that you submit to PiC.

# **Modifying and Terminating PiC**

We are constantly changing and improving PiC. We may add or remove functionalities or features and we may suspend or stop PiC altogether. In case we decide to suspend or terminate PiC, we will send advance e-mail notice(s) or post advance notices on the PiC website and in PiC apps.

## **Warranties and Disclaimers**

We provide you PiC using a commercially reasonable level of skill and care. However, there are certain things that we do not promise about PiC.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER OVERALL EESTI AS, NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT PIC. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN PIC, THE SPECIFIC FUNCTIONS OF PIC THEIR RELIABILITY, AVAILABILITY OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE PIC TO YOU "AS IS".

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

# **Liability for PiC**

WHEN PERMITTED BY LAW, OVERALL EESTI AS, AND PIC'S SUPPLIERS AND DISTRIBUTORS WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF OVERALL EESTI AS, AND ITS SUPPLIERS AND DISTRIBUTORS FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT THAT YOU PAID US TO USE THE PIC SERVICE (OR, IF WE CHOOSE, TO SUPPLYING YOU WITH THE SERVICE AGAIN).

IN ALL CASES, OVERALL EESTI AS, AND ITS SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

#### **Business Uses of PiC**

If you are using PiC on behalf of a business, that business accepts these terms. It will hold harmless and indemnify OE and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of PiC or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees.

## **About these Terms**

We may modify these terms, for example, reflect changes to the law or changes to PiC. You should look at the terms regularly. Changes will not apply retrospectively and will become effective no earlier than fourteen days after they are posted. However, changes addressing new functions of PiC or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms, you should discontinue your use of PiC.

If there is any inconsistency between these terms and the additional terms, the additional terms will prevail to the extent of the inconsistency.

These terms govern the relationship between Overall Eesti AS and you. They do not create any third party beneficiary rights.

If you do not comply with these terms and we do not take action immediately, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

Conflicts arising out of or in connection with this Agreement or the PiC Service shall be governed by the laws of England and Wales and both parties shall submit to the exclusive jurisdiction of the English courts.

# **Print In City Privacy Policy**

This policy (together with the Terms of Service) describes how Overall Eesti AS as a Data Controller complies with the retained EU law version of the General Data Protection Regulation (EU) 2016/679 (UK GDPR) and the Data Protection Act 2018 (DPA 2018) (hereinafter "Controller" or "Overall") collects, uses, distributes and protects the personal information of users registered for the service ("Registered" or "Customer") on the Print In City website and when using the Print In City service (collectively "PiC Service").

The contact details of Overall Eesti AS, Reg.nr: 11009406, are:

Leava 7, Tallinn 10151, Estonia e-mail: <a href="mailto:dataprivacy@printincity.com">dataprivacy@printincity.com</a>

Your information is held on secured Microsoft Azure datacentres in in the UK.

## The Information We Collect

We may collect, store and process the following kinds of personal information:

- information about your computer and about your visits to and use of the PiC website (including the public IP address used during the connection, geographical location, browser type and version, operating system, length of visit, page views, website navigation);
- information relating to any transactions carried out between you and us on or in relation to PiC Service, including information relating to your payments, file uploads and transactions made at the print device;
- information that you provide to us for the purpose of creating and configuring your PiC account;
- the content of your files and communications when and to the extent necessary in order to provide
  you with PiC Service. For example, if you upload your files to PiC website to receive them as printed
  material from a print device at your selected location, we need to collect the content of your files
  to estimate the cost of the printout, to deliver them to your selected print location, to hold them
  for you and then to delete them once you have successfully retrieved your prints.
- any other information that you choose to send to us;

How your personal data is collected

The law requires us to have a legal basis for collecting and using your personal data. We will collect your data so that we can provide the PIC service and manage your PIC account.

## **Browser Cookies**

PiC website uses browser cookies. By using PiC and agreeing to this policy, you consent to our use of browser cookies in accordance with this policy.

A browser cookie is a file containing a string of letters and numbers that is sent by a web server to a web browser and is stored by the browser. Cookies enable the webpage to remember the selections you make on the page.

We use both "session" cookies and "persistent" cookies on the website. Session cookies will be deleted from your computer when you close your browser. Persistent cookies will remain stored on your computer until deleted.

We use browser cookies to keep track of your visits to the PiC website, to remember your usage preferences, to prevent fraud and increase website security.

We use Google Analytics to analyse the use of the PiC website. Google Analytics generates statistical and other information about website use also by means of browser cookies. The information generated relating

to our website is used to create reports about the use of the website. Google will store this information. Google's privacy policy is available at: <a href="http://www.google.com/privacypolicy.html">http://www.google.com/privacypolicy.html</a>.

Most browsers allow you to limit or reject all cookies. If you choose to reject the use of browser cookies you will not be able to use PiC.

## **Use of Information**

We may process your personal information that you share with us via PiC Service relying on the following legal basis and in order to:

- · administer the PiC Service;
- improve your browsing experience by personalizing the Service;
- enable your use of the Service;
- supply you purchased and free Service;
- send Service related statements and invoices to you, and collect Service related payments from you;
- send you email notifications which you have specifically requested;
- provide third parties with statistical information about the use of PiC Service however, this information will be anonymous and not be used to identify any individual user;
- deal with enquiries and complaints made by or about you relating to the Service;
- keep the Service secure and prevent fraud;
- verify compliance with the terms and conditions governing the use of the Service;
- In response to requests by government or law enforcement conducting an investigation.

We will not, without your express consent, provide your personal information to any third parties for the purpose of direct or any other kind of marketing.

#### **Information Disclosures**

Except as provided in this policy, we will not provide your information to third parties.

We may disclose your personal information to external service providers only as reasonably necessary for the purpose of providing you the PiC Service and as set out in this policy.

- Payment processors. Some of your information may be passed on to the payment processor that
  you choose as required by the payment processor to complete your payment transaction for the
  PiC Service.
- Service providers. Some of your information that is necessary to allow you to interact with a
  printing device to release your print jobs or perform other device operations, may be shared with
  external service providers that have subscribed their printing devices to the PiC Service.

If Overall or majority of its assets are acquired, Customer information may be transferred. Additionally, in the event of a reorganization, joint venture or other disposition of all or a portion of our business, we may transfer your information we have collected to the relevant third party.

In addition, we may disclose your personal information:

- to the extent that we are required to do so by applicable English, European and Member State law, including laws outside your country of residence;
- in connection with any ongoing or prospective legal proceedings;
- to respond to requests from public and government authorities, including public and government authorities outside your country of residence;

• in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention).

# **Security of Your Personal Information**

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

We will store all the personal information you provide on secure servers and encrypt all communications between PiC Service components.

You acknowledge that the transmission of information over the Internet is inherently insecure, and we cannot guarantee the security of data sent over the Internet.

You are responsible for keeping your password and other login details confidential. We will not ask you for your password (except when you log in to the website).

In the event that your information is acquired or is reasonably believed to have been acquired by an unauthorized person and applicable law requires notification, we will notify you by e-mail (if you have shared your e-mail with us). We will give you notice promptly, consistent with the reasonable needs of law enforcement and/or Overall to determine the scope of the breach and to investigate and restore the integrity of the data system.

#### Retention

We will keep your personal information for as long as your PiC Service account is active and/or for as long as necessary to comply with our legal obligations or to the extent permitted by law.

Generally your personal information is only being kept for as long as necessary.

We delete your personal data when you withdraw your consent to processing or when PiC Service will not be offered anymore.

Depending on the type of information:

- data required for processing your PiC Service transactions (eg printing or scanning),
- data required for maintaining your PiC account,
- statistical data
- lawful grounds of processing

We delete or anonymize certain categories of your information as soon as possible. This is being achieved by means of:

- erasure of your print file names from the print processing systems of our Processor partners as soon as you have retrieved your prints;
- anonymisation of your PiC Service account name in the print processing systems of our Processor partners at least within one day of you ending your transaction with our Processor partner print device;
- erasure of your print files as soon as you have concluded your print transaction;
- aggregation of personal data in a way that no allocation to any individual is possible.

# **Policy Amendments**

We may update this privacy policy from time to time. Information about updates will be communicated via the PiC website.

Print in City Service – V1 Sep 2024 – EN version

# **Accessing Your Information**

If you wish to change your e-mail address, password or PiC account details or revoke your consent for marketing you can do so at any time via the PiC website.

You have the right to ask us:

- for access to and a copy of your personal information that we hold on you (Art. 15 (UK) GDPR);
- for a copy of the personal information you provided to us (Art. 20 (UK) GDPR);
- to update or correct your personal data in order to make it accurate (Art. 16 (UK) GDPR);
- to delete your personal data from our records in certain circumstances Art. 17 (UK) GDPR);
- to restrict the processing of your personal data in certain circumstances (Art. (UK) 18 GDPR).
- object to us processing your personal data in certain circumstances (Art. 21 (UK) GDPR)

These rights may be limited in situations where we have a legal requirement to process your data.

Should you have any questions about our Privacy Policy, the data we hold on you or your would like to exercise one of your data protection rights, , please e-mail us at dataprivacy@printincity.com.

Should you wish to report a complaint or if you feel that we have not addressed your concern in a satisfactory manner you may contact the Information Commissioner's Office.

# **Print In City Software License Agreement – EN version**

By deciding to use any of the following Print in City software you agree to be bound by its respective terms of its license and limited warranty:

- Print In City MEAP Application:
  - o Print In City™ Login App
  - Print In City™
  - o Print In City™ OL
- Print In City Printer Driver
- Print In City Agent

# **Print In City MEAP Application License and Limited Warranty**

This Software License and Limited Warranty applies to the following software applications:

- Print In City™ Login App
- Print In City™
- Print In City™ OL

('PiC Application') provided by Overall Eesti AS, located at Laeva 7, Tallinn 10151, Estonia. ('Overall').

By using this Software, you agree to be bound by these terms of the license and limited warranty.

#### **License Grant**

The PiC Application that you are installing is licensed, not sold, to you by Overall for use only under the terms of this License, and Overall reserves any rights not expressly granted to you herein. Title to the PiC Application and all copyright rights therein are owned by Overall Eesti AS ('Overall') and its licensors.

Overall hereby grants you a worldwide, non-exclusive, non-transferable (other than as expressly set forth herein) and, as applicable, license to use one copy of the PiC Application on one Canon branded multifunction printing device with an embedded application platform to connect to the Print In City Service ('Service'). The copyright restrictions of this license extend to all further updates, software patches and bug fixes made available to you by Overall, regardless of how the software is delivered (by downloading, through digital storage media, or other).

Any PiC Application updates later obtained by you from Overall may only be used to update the PiC Application that has a valid and legal license under which the update was obtained. Such updates may include additional or modified terms that may change this license. Your acceptance and use of such updates will constitute your consent and agreement to amend this license pursuant to such terms.

Except with regard to any prohibitions on transfer mentioned herein, you may permanently transfer all your rights under this License to another party provided that the other party reads and agrees to accept the terms and conditions of this License.

## Restrictions

A PiC Application contains Overall trade secrets. Except as expressly provided herein, you may not assign, sublicense, copy, distribute, modify, reverse engineer, decompile, disassemble or otherwise reduce the code of a PiC Application to human readable form. You may not modify, adapt, translate, rent, resell for profit, lease or loan a PiC Application or create any modifications or derivative works based on a PiC Application and you shall not have any third party to do so.

## Term

This License is effective until terminated. This License will terminate immediately without notice, if you fail to comply with any provision of this License. Upon termination Canon or the Canon affiliate must remove the PiC Application from the device it has been installed on at the Customer location

and remove all accompanying written materials and all copies thereof. You may also terminate this License at any time by asking Canon or the Canon affiliate to remove the PiC Application from the device it has been installed on at the Customer location and remove all accompanying written materials and all copies thereof.

# **Product Warranty and Remedies**

Overall provides you the PiC Applications using commercially reasonable level of skill and care. However, Overall does not warrant that a PiC Application will be error free or that it will satisfy all your requirements. All implied warranties relating to the PiC Application are disclaimed, including any implied warranty or merchantability or fitness for a particular purpose. There is no warranty that a PiC Application does not infringe the rights of others (patent rights, copyrights or others). Your sole remedy in any event shall be to terminate the License.

# **Limitations on Overall's Liability**

Overall, its licensors or distributors are not liable for any loss or inconvenience or interruption of service, loss of business, data or anticipatory profits or consequential, incidental, special or punitive damages resulting from the use of a PiC Application. Overall is under no obligation or responsibility to enhance or update any PiC Application.

## **Trademarks**

Print In City and Overall are registered trademarks of Overall Eesti AS. All other brand names, product names, or trademarks belong to their respective holders.

# **Open Source**

PiC Application includes certain software components and libraries, licensed under an open source license.

Some of the above restrictions may not apply to such software components, and no warranties apply to such software components. Information on these software components, and relevant rights and limitations are provided for review in the end of this agreement. To the extent required by such open source license, the terms of such license will apply to such open source component in lieu of the relevant provisions of this Agreement. If such open source license prohibits any of the restrictions in this Agreement, such restrictions will not apply to respective open source component.

## General

The PiC Application licenses, limited warranties and all other terms contained herein shall be governed by the laws of England and Wales and either party shall submit to the exclusive jurisdiction of the English courts

If any provision herein shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and any remaining provisions will remain in full force and effect.

The warranties provided herein give you specific legal rights. The warranties provided herein may be modified by applicable national laws; in some cases, you may have additional warranty rights that are mandated by the laws of a particular country.

# **OpenPDF Licenses**

Mozilla Public License Version 2.0.

Please see <a href="https://www.mozilla.org/en-US/MPL/2.0/">https://www.mozilla.org/en-US/MPL/2.0/</a>

GNU Lesser General Public License 2.1.

Please see <a href="https://www.gnu.org/licenses/old-licenses/lgpl-2.1">https://www.gnu.org/licenses/old-licenses/lgpl-2.1</a>

# JSON-java License

Public Domain.

Overall Eesti AS Laeva 7, Tallinn 10151 Estonia

# **Print In City Printer Driver License and Limited Warranty**

This Software License and Limited Warranty applies to Print In City™ Printer Driver Software ('PiC Driver') provided by Overall Eesti AS ('Overall').

By using this Software, you agree to be bound by these terms of the license and limited warranty.

## **License Grant**

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Overall Eesti AS Laeva 7, Tallinn 10151 Estonia

# **Print In City Customer Revenue Pay-out Terms**

These Terms is between Overall and the Customer for the provision of the Print in City Service to End Users.

#### **Definitions**

End User – is a Print In City (PiC) end user who either has or does not have a registered PiC account.

**Customer** – a party to these Terms, who has made Print in City available to End Users for their access and use on their multifunction devices.

## **Pricing**

Customer will have the Canon equipment and the PiC subscription required to connect to the PiC service.

End Users pay for printing, copying and scanning via PiC according to the price list set by the Customer for the PiC locations (Print Points) on their premises (incl. VAT).

# **End-User Payments**

End Users pay for using the PiC service in one of the following ways:

- End users who have a registered PiC account, will be able to use money from their Print In City electronic wallet.
- End users, who have a registered PiC account, can also purchase prepaid PiC vouchers, if available, and use them as means of payment through the PiC website.
- End users who do not have a registered PiC account, can pay for each of their print, copy and scan jobs with their mobile device, using the payment link displayed on the multifunction device user interface.
- End users who do not have a registered PiC account, can also use over the counter payment at Customer locations, where available, and purchase prepaid PIN codes to be used as means of payment at the multifunction device.

# **Customer Revenue Handled by PiC**

Customer revenue is generated by prints, copies and scans made on Customer's PiC connected devices by End Users who have a registered PiC account and by End Users who pay for using the PiC service with their mobile device using the payment link displayed on the multifunction device.

Customer revenue is recorded and held by PiC until the next agreed pay out date.

PiC can be configured to automatically issue revenue receipts with value added tax (VAT) on behalf of the Customer.

Customer will have full visibility of all revenue transactions that have taken place at their PiC locations through periodic reports or by accessing the PiC customer portal.

# **Customer Revenue Collected by Customer Directly**

This is the revenue that has been collected by a Customer directly from a PiC End User by means of over the counter payment at Customer locations. These payments will not be managed or held by PiC and are Customer revenue.

Methods of over the counter payment by PiC End-Users:

- Cash directly to Customer End-User receives a prepaid PIN/Code that can be used as means of payment on the Canon device.
- Sale of PiC vouchers End-User receives a PiC voucher that can be used as means of payment on the PiC website.

# **Customer Pay-out**

The Customer revenue collected and held by PiC will be paid out to the Customer at agreed monthly or quarterly intervals.

PiC will present the Customer with a transaction report of all PiC service transaction at Customer's locations for every pay-out period.

The Customer must present PiC with the IBAN of the relevant bank account and contact details of an individual or group to ensure communication around processing of pay-outs.

To receive pay-outs, the Customer acknowledges their obligation for revenue declaration and the payment of necessary taxes as required by law.

If a tax authority should conduct a legitimate inquiry regarding the pay-outs made by PiC, PiC retains the right to share necessary information with the relevant external parties as required by law.

If all prerequisites for processing Customer pay-outs have been met, and PiC fails to execute the agreed pay-outs, the Customer reserves the right to suspend their PiC subscription until the outstanding pay-outs are successfully completed.

# **Customer Pay-out Process**

Customer will receive a monthly revenue report for all End-User generated revenue at their PiC locations. The report is issued in the beginning of each month or quarter for the period of the preceding month or quarter stating the revenue accrued, VAT and total.

The accrued revenue for the period, less 3% transaction fees, will be transferred by PiC to the Customer's account. The reference on the pay-out transfer will state "according to the Contract" where the Contract will reference the Customer's Print In City contract.

Unless agreed differently, pay-outs will be made by the 5<sup>th</sup> business day of the next month or quarter.

Upon receipt of the revenue transfer, the Customer agrees to declare the received revenue and pay VAT as required by local law.

## **Reimbursements to End-Users**

Terms for the reimbursement of unused credit held in an End-User's registered PiC account are described in the PiC Terms of Use.

Requests for reimbursement of revenue transactions ie transactions where PiC services have been already consumed and a Customer's receipt has been issued, if justified (eg in a case of a faulty printout), PiC will issue the End-User with a PiC voucher that is valid for use at the Customer's locations. Such vouchers are not subject to the pay-out process and do not constitute new revenue.

# **PiC Methods of Payment and Responsibilities**

Print In City End User payment method	Party responsible for holding End User credit	Print In City usage revenue distribution	Party responsible for VAT	Party responsible for End User refunds
Via End Users registered Print In City Account (PiC Credit)	Print In City	Print In City distributes PiC 100% of usage revenue to Canon Customer minus 3% directly based on the agreed timescale.	Canon Customer	Terms for the reimbursement of unused credit held in an End-User's registered PiC account are described in the Print In City Terms of Use. Used revenue refunds, if qualified (ie. Poor quality print), will be reimbersed by PiC via a voucher for the equivilant ammonut.
As Guest via Smartphone at the device (Per Job no PiC account)	Print In City			
As Guest via Pre Paid Pin at the device (Per Job no PiC account)	Canon Customer (local transaction)	Canon Customer holds the End User payment that has been collected and loads credit figure via the Credit Loading Portal (CLP)		Canon Customer at their discretion based on the local laws or processes

# **Print In City Credit Loading Portal (CLP)**

These Terms of Use is between Overall and the Customer for the provision of the Print in City Service to End Users.

These Terms apply to all persons from the Customer's company or organisation and by accessing and using CLP (as defined below), Customer agrees and confirms it has read and accepted these Terms and will ensure all relevant employees of the Customer are aware and will observe these Terms.

## **Terms of Use**

The Print In City Credit Loading Portal ("CLP") is an access controlled secure website that enables the registration of RFID Cards (where available) and the generation of unique prepaid codes for secure use of the Print In City service and the issuing of usage credit to End Users who do not have or do not wish to create a Print In City account.

The purpose of these Terms is to establish the rules and conditions for issuing of and adding usage credit to prepaid codes and registering and adding credit to proximity cards for the use of the Print in City service.

CLP is provided to the Customer as part of the Print In City ("PiC") service. CLP and PiC are provided by Overall Eesti AS (Overall), located at Laeva 7, Tallinn 10151, Estonia.

Any provisions not addressed in these Terms, may be referenced elsewhere in supplementary documents or agreements if deemed necessary.

We may modify these Terms, for example, to reflect changes to the law or changes to PiC. Changes addressing new functions of CLP or changes made for legal reasons will be effective immediately.

## **Definitions**

**End User** – is a Customer's client, who is using the Customer's printing services enabled through PiC.

**Customer** – a party to these Terms, who has made Print in City available to End Users for their access and use on their multifunction devices.

**Customer Authorised User** – is a Customer's employee who has been entrusted with access credentials to the Print In City Credit Loading Portal (CLP).

**Proximity Card** – is an End User's RFID card that can be used to unlock PiC connected devices. The use of RFID cards may not be possible in all or any PiC locations.

**Prepaid Code** - is a unique code generated by a Customer Authorised User in the CLP and issued to the End User to hold.

**Credit Amount** - is the PiC credit amount that a Customer Authorised User has added to an End-User's Card or Prepaid Code through CLP.

**Print In City Agreement** – an overarching commercial agreement which grants the Customer the necessary rights to provide Print in City services to End Users.

# **Using CLP**

Customer may not use CLP for any activity which is unlawful, misleading, malicious, discriminatory or which could result in any of the PiC services becoming disabled, overburdened or which could impair their proper working or appearance.

Customer will hold harmless and indemnify Overall and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of CLP or violation of these terms or the terms of PiC, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees.

In connection with Customer's use of CLP, Overall may send Customer service announcements, administrative messages and other information.

CLP enables Customer to provide the following services to End Users:

- Register End User's RFID Cards to the PiC service (available only if RFID cards are enabled on Customer's multifunction devices for use with PiC.);
- Add credit to registered RFID cards that can be used to pay for PiC services at Customer locations;
- Generate unique Prepaid Codes and add credit to these codes that can be used to pay for PiC service at Customer locations.

#### **Credit Transactions**

The credit amounts that Customer add through CLP will be available as PiC credits for use only at Customer's own PiC locations. They cannot be used in other Print In City locations. Adding credits does not constitute a financial transaction between the Customer and PiC or the End User and PiC.

The corresponding financial transactions take place between the Customer and the End User when Customer accepts payments from End Users.

All legal aspects of such financial transactions including issuing of financial receipts, reporting and payment of associated taxes and issuance of refunds are the sole responsibility of the Customer.

## **CLP Account**

To use the PiC account, Customer shall authorise Customer Authorised User to create the Customer account. Customer shall procure that the PiC account is created using a generic corporate email address which does not contain any identifiable personal data.

After creating the PiC account, additional rights will be enabled for Customer by Overall to access CLP.

The Customer shall be fully responsible for all the Customer Authorised User's activity that happens on or through the CLP account.

Customer shall be fully responsible for keeping the PiC account passwords confidential.

# **Privacy Protection**

To provide the PiC service to Customer Overall may process the following data:

• Information about Customer computer and about Customer visits to and use of the CLP website. CLP website (including the public IP address used during the connection, geographical location, browser type and version, operating system, length of visit, page views, website navigation);

Print in City Service – V1 Sep 2024 – EN version

• Information relating to Customer use of the CLP website, including information relating to the Credit Amounts Customer have loaded and prepaid Codes Customer have issued;

For the avoidance of doubt, use of CLP does not involve any processing of End User personal data.

In terms of the processed personal data as per above, Overall is the data controller.

# Reporting

Overall supplies reports as part of the CLP function. These reports can be accessed only by the

Customer Authorised User and give visibility of information relating to the Credit Amounts Customer have loaded and prepaid Codes Customer have issued through the CLP.

## **Termination**

Upon termination or expiration of Customer Print In City Agreement, Customer account and access to the CLP, shall immediately cease.