

TERMS OF SERVICES
Application Site for Smart Operation Panel

THE FOLLOWING TERMS AND CONDITIONS ARE A LEGAL AGREEMENT BETWEEN ANY PERSON AND/OR ENTITY USING THE SERVICES ("YOU") AND RICOH COMPANY LTD. ("RICOH"). BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, AGREE TO ALL THE TERMS AND CONDITIONS HEREIN, AND CONSENT TO BE BOUND BY AND BECOME A PARTY HERETO.

1. Service.

This Terms of Services is to set forth the terms and conditions concerning use of the "Application Site for Smart Operation Panel" for RICOH's MFP / printer provided by RICOH ("**Service**") which is an application downloading website for Smart Operation Panel that enable customers to install and update applications by themselves. By using the Service, you can browse application lists which can be downloaded, view detail information of applications, confirm applications installed in your MFP / printer, install / uninstall / update applications and update firmware on the Smart Operation Panel of the MFP / printer.

2. Costs.

In using the Service, you shall bear all costs and expenses for network connection.

3. Support.

In using an application provided by the Service, you shall comply with the terms of use of such application. Support of each application will be provided by its developer / licensor.

4. Customer's Information.

Upon RICOH's request, you shall provide RICOH with such information necessary for providing the Service by RICOH to reasonable extent.

You acknowledge and agree that RICOH may obtain from your MFP / printer its device information (serial number, product ID, region code, extension code, etc.) and operation log information.

When you view one of our Sites, we, or one of our third party service providers, may store data on your device in the form of a "cookie" to automatically recognize your PC next time you visit. Cookies can help us in many ways, for example, by allowing us to tailor a Web site to better match your interests or to store your password to save you having to re-enter it each time. If you prefer not to receive cookies while browsing our Site, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser, although you may not be able to take full advantage of the Service if you do so.

RICOH shall not provide any information obtained from you to any third party other than RICOH Group companies.

5. Disclaimer of Warranties & Limitation of Liability.

You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy and property.

THE SERVICE, THE RELEVANT PROGRAMS AND ALL RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, RICOH DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, UPTIME, AVAILABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICE. RICOH DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SERVICE WILL BE SECURE, PRIVATE, UNINTERRUPTED OR ERROR-FREE, THAT THE SERVERS THAT SUPPORT IT WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET

YOUR NEEDS. RICOH DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY FUNCTIONALITY OR APPLICATIONS PROVIDED BY THE SERVICE.

TO THE FULLEST EXTENT ALLOWED BY LAW, RICOH SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICE OR REPLACEMENT SERVICE, OR DOWNTIME COSTS, OR LOSS OR DESTRUCTION OF CONTENT OR DATA) ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SERVICE, (II) ANY TRANSACTION OR TRANSMISSION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE, (III) ANY CLAIM ATTRIBUTABLE TO DEFECTS, ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. Security.

The Services utilize the public Internet and third party networks, and you acknowledge that no provider can absolutely prevent intrusions or interception of data, or guaranty security of information transmitted or accessed over the Internet, or maintained on remote servers. You are solely responsible for the security of your own networks and computers including but not limited to selection and maintenance of any anti-virus, security or fraud prevention technology and such configurations you may deem necessary.

7. Discontinuation & Change of the Service.

RICOH may, at its sole discretion, discontinue providing the Service at any time and change the contents of the Service without prior notice.

8. Service Misuse.

You agree and covenant that you will not use the Service for any unlawful purpose. Without limiting the foregoing, you agree that you will not use the Service: (i) to disseminate any content or material that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libellous, or otherwise objectionable under applicable laws or community standards; (ii) to disseminate any software viruses or any other computer code, files or programs that may harm, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iii) to upload, transmit or post any data or files that you do not have the right to transmit or that would infringe the intellectual property rights or proprietary rights, or rights of publicity or privacy, of any third party; (iv) to facilitate sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (v) to use the Service in a manner that enables you to disrupt or place an undue burden or demand on the Service or the servers or networks involved with the operation thereof; (vi) use the Service to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of any third party or (vii) to use the Service in any way that is illegal or violates any local, state, national or foreign law, ordinance, rule or regulation (collectively, a "Service Misuse"). If it turns out that you commit any Service Misuse, RICOH may forthwith suspend to provide whole or a part of the Service. You shall be solely responsible for any damage to any party resulting from any Service Misuse by you.

9. Suspension of the Service.

RICOH is entitled, without any liability to you, to suspend or limit access to the Service at any time: (i) for scheduled downtime to permit RICOH to conduct maintenance or make modifications to the Service, (ii) in the event of a denial of service attack or other attack on the Service or other event that RICOH determines, in RICOH's sole discretion, may create a risk to the Service, to RICOH or to any of RICOH's other customers if the Service were not suspended, (iii) in the event of trouble or defect of the facilities necessary for providing the Service, (iv) in the event of suspension of the telecommunication service by telecommunication service providers with whom RICOH is tied up for providing the Service, or (v) in the event of failure to provide the Service due to causes beyond its reasonable control, including but not limited to act of God, man-made or natural disasters, war, riot, terrorist acts, strikes. RICOH will take reasonable

steps to minimize such disruption where it is within the reasonable control of RICOH. **YOU AGREE THAT RICOH SHALL NOT BE LIABLE FOR ANY INTERRUPTION, OUTAGE, UNAVAILABILITY OR SUSPENSION OF THE SERVICE.**

10. Prohibition on the link.

You shall not post the link to the application downloading website for Smart Operation Panel.

11. Amendments of this Terms of Service.

RICOH may amend this Terms of Service from time to time without prior notice to you. The amended Terms of Service will be posted on the application downloading site for Smart Operation Panel. If there are discrepancies between the amended Terms of Service and this Terms of Service, the amended Terms of Service shall prevail. Your continued use of the Service after the effective date of such amendments shall constitute your acceptance of such amendments.

12. Governing Law and Jurisdiction.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The governing law and jurisdiction for this Agreement will depend upon where You apply for the use of the Service to the Contractor:

- (a) if You apply for the use of the Service in the Americas, this Agreement shall be deemed made under the laws of the State of New York, USA, excluding the choice of law and conflict of law provisions, and any claim against RICOH may be enforced or disputed only and exclusively in the courts of the State of New York,
- (b) if You apply for the use of the Service in Europe, the Middle East or Africa, this Agreement shall be deemed made under the laws of England, excluding the choice of law and conflict of law provisions, and any claim against RICOH may be enforced or disputed only and exclusively in the courts of England,
- (c) if You apply for the use of the Service in Asia and Oceania, this Agreement shall be deemed made under the laws of Singapore, excluding the choice of law and conflict of law provisions, and any claim against RICOH may be enforced or disputed only and exclusively in the courts of Singapore.

To the extent permitted by local law, the parties hereto waive any right they may have to trial by jury.