

Terms of Fuji Xerox Direct

The following terms and conditions ("Terms and Conditions") shall be applied to use of the Fuji Xerox Direct by customer, which is operated by Fuji Xerox.

1. Definitions

In this Terms and Conditions, the following terms shall have the following meanings.

1. "Site" means the Fuji Xerox Direct operated by Fuji Xerox.
2. "Registered User" means the customer registered in accordance with Section 2.1.

2. Registered User of Site

1. If the customer applies for the member registration in accordance with the procedures designated by Fuji Xerox and receives consent by Fuji Xerox, Fuji Xerox shall register the customer as the Registered User.
2. In addition to the provisions of the preceding paragraph, if the customer who uses other services of Fuji Xerox other than the Site receives the notice relating to the service integration into the Site from Fuji Xerox but does not terminate the use of the service after such integration, Fuji Xerox will register such customer as the Registered User.
3. Registered User may withdraw from the Fuji Xerox Direct in accordance with the withdrawal procedures designated by Fuji Xerox.

3. Services on the Site

1. On the Site, Fuji Xerox shall provide the following services ("Service") to the Registered User. Additional procedures may be required, based on the type of the Service. Note1&2

Note 1: All or a part of the Service may not be provided based on the type of contract with legal entity that the Registered User belongs to, the type of such legal entity, the place of installation of Fuji Xerox products in such legal entity and/or other circumstances.

Note 2: All or a part of the Service may not commence at the same time that the Fuji Xerox registers a customer as the Registered User.

1. Provide various information useful for solution of Registered User or the legal entity which the Registered User belongs to.
 2. Provide various information related to Fuji Xerox' products and services used by the Registered User or the legal entity which the Registered User belongs to.
 3. Provide function of contact for various inquiries, order, request and report, related to Fuji Xerox' products and service used by the Registered User or the legal entity which the Registered User belongs to.
2. The Service is provided only for the customers in Japan. Those who are outside of Japan cannot carry out user registration nor use the Service in principle.

3. As to Registered User's use of any services of Fuji Xerox other than those provided on the Site, Fuji Xerox may require Registered Users to submit additional application in accordance with the procedures to be separately designated by Fuji Xerox.

4. Registration and change of Registered Users' Information

1. Fuji Xerox may receive the information needed for site operation such as the name of legal entity and department, name of the person-in-charge, e-mail address of the person-in-charge, address, telephone number, facsimile number and others ("Registered Users' Information").
Fuji Xerox shall register the Registered Users' Information, and may confirm it with Registered User. Fuji Xerox may request the Registered User to register the Registered Users' Information accordance with by the registration process by Fuji Xerox.
2. If all and/or a part of the Registered Users' Information changed, the Registered User shall change the Registered Users' Information promptly in accordance with the registration procedures indicated on the Site.

5. Management of User ID and Password

1. The Registered Users shall not share their User ID and Password with any third party.
2. The Registered Users shall manage their User ID and Password to avoid account theft by any third parties with reasonable care.
3. Fuji Xerox shall not be liable for any loss or damage, which the Registered Users may incur, as a result of any third party using their User ID and/or Password, with or without their knowledge for the avoidance of doubt, such Registered Users shall be liable for such loss or damage.

6. Prohibited actions on Site

The Registered Users are prohibited from the following actions on this Site and Service.

1. Any activity that constitutes any disclosure and leak related to the information obtained through the Site and/or the Service with any third party.
2. Any activity that constitutes any use related to the information for the purpose other than self-use in the legal entity which the Registered User belong to.
3. Any business operations or actions designed to generate profit, which are not directly concerned with products and services to be provided to the Registered Users by Fuji Xerox, including any activity that may constitute preparations of such actions.
4. Any false notification or sign-up procedures such as the registration of another person's e-mail address.

5. Any usage of any trademarks, logos, designs and/or materials of any natures similar to those on the Site and/or the Services without Fuji Xerox's prior consent.
6. Any transfer the rights and obligations of the Registered Users to any third party.
7. Any activity that constitutes or may lead to any infringements related to the rights, financial assets and/or others of either Fuji Xerox or a third party.
8. Any activity that constitutes or may lead to any infringements related to either Fuji Xerox or a third party.
9. Any activity that constitutes or may lead to damage being inflicted on the good name or reputation of either Fuji Xerox or a third party.
10. Any activity that constitutes or may lead to violations of any public policy.
11. Any activity that constitutes or is accessory to criminal acts, including any conduct that may lead to such actions.
12. Any activity that constitutes or may lead to either the use or provision of any harmful computer programs such as viruses.
13. Any activity that constitutes or may lead to violations of this Term and Conditions or any laws, statutes or ordinances.
14. Any other activity that Fuji Xerox deems unsuitable.

7. Policy of managing Users' Information

1. "Users' Information" hereinafter collectively means Registered Users' Information and any comments, etc. provided by the Registered Users. "Browsing/Collected Information" hereinafter collectively means Users' Information, the access and usage log of the Registered Users as to the Site and Fuji Xerox' services, information provided to the Site and information collected by services of Fuji Xerox. Under this Terms and Conditions, Fuji Xerox shall properly manage and utilize Browsing/Collected Information.
2. For any matters which are not specified in these Terms and Conditions, they shall be handled by Fuji Xerox in accordance with their internal privacy policy.
3. Fuji Xerox shall properly manage Users' Information and Browsing/Collected Information to avoid to disclose or leak the information relating to the Registered Users to any third party for any purpose other than the purpose provided for in the Clause 8.
4. Fuji Xerox will not disclose any the Users' Information and Browsing/Collected Information to any third party:
 1. unless Fuji Xerox has obtained the prior consent of the Registered Users; or
 2. unless Fuji Xerox has modified the Users' Information such that the Registered Users or the person in charge will not be identifiable; or
 3. unless Fuji Xerox and/or Fuji Xerox's affiliates utilize the Users' Information for the purposes described in the Clause 8; or
 4. unless the aforesaid third party is Fuji Xerox's affiliates, authorized dealers or vendors that has a confidential obligation to Fuji Xerox and such use is in accordance with Clause 8 below; or

5. unless Fuji Xerox is required to do so by laws and/or regulations (pursuant to the each item of Article 23-(1), Act on the Protection of Personal Information.) .
5. Fuji Xerox shall take reasonable efforts to respond to the request(s) from the Registered Users, such as inquiry, correction or suspension of access for Users' Information.

8. Purpose of use of Users' Information and Browsing/Collected Information

1. Fuji Xerox may process, analyze and use the Users' Information and Browsing/Collected Information for the following purposes.
 1. Users' Information may be used for the following purposes:
 1. To provide such Services on the Site as Fuji Xerox deems fit.
 2. To contact the Registered Users for the operation of the Site.
 3. To send the document etc. requested by the Registered Users.
 4. To identify the products installed at the Registered Users' site and the services provided for the Registered User, and provide any information related to such products and service.
 5. For research, customer communications, marketing campaigns, evaluation and improvement of Fuji Xerox's and/or Fuji Xerox's affiliates' products, Services and sales.
 6. To respond to any queries made by the Registered Users and/or the legal entity which the Registered Users belong to.
 7. To provide the information related to campaign etc. to the Registered Users.
 8. To register the Registered Users as a user of the product and service which providing by Fuji Xerox.
 2. Browsing/Collected Information may be used for the following purposes:
 1. For any of the purposes mentioned in Clause 8.1 above.
 2. To identify such Registered Users who frequently use a particular Service on the Site, for information service and customer survey by Fuji Xerox to the Registered Users and research and analysis for such customer survey.
 3. For posting the aggregated Browsing/Collected Information as partial contents on the Site without identification of the Registered Users and/or the person in charge.
 4. For research and analysis on the Registered Users' needs and market trends.
2. Fuji Xerox shall seek the prior consent of the Registered Users in the event that the Users' Information and Browsing/Collected Information are to be used for purposes other than those listed in these Terms and Conditions.

9. Operating environment of the Site and/ or Services

The Registered Users may not be able to access the entire or part of the Site and/or Services under the Registered Users' operating environment for the Site.

10. Service interruption on the Site

1. Service interruption or suspension may occur without prior notification to the Registered Users, in the event Fuji Xerox decided service interruption or suspension will be required because of server

maintenance / upgrade, fire, electric outage, natural disaster, system failure, disconnection of communication line and other operational reasons.

2. Fuji Xerox shall not be liable for any loss or damage caused by any interruptions or suspension to the Site and/or Services due to above mentioned reasons.

11. Deletion and/or disqualification of Registered User

1. Fuji Xerox may terminate the access of the Registered Users at anytime without prior notice, and further claim for damages (if any) incurred by Fuji Xerox if the Registered Users
 1. Behave in any manner which is in breach of the Terms and Conditions and Clause 5 above.
 2. Fail to notify Fuji Xerox of any change in the Registered Users' Information within one (1) year of such change.
 3. Did not access the Site for more than six (6) months since its last log in.
 4. Is an Anti-Social Force (as set forth in the "Act on Prevention of Unjust Acts by Organized Crime Group Members" as Boryokudan or Boryokudan-related organization); utilizes any Anti-Social Force; has any relationship with an Anti-Social Force; or will defames the Site and/or any services of Fuji Xerox other than the those provided on the Site, interferes with Fuji Xerox' business, or makes unjust claims by identifying itself as an Anti-Social Force or through similar actions.
 5. Any other acts by the Registered Users which are in the sole discretion of Fuji Xerox improper as Registered Users' behavior .
2. If the business relationship between Fuji Xerox and Registered User or the legal entity which the Registered User belongs to, regarding products and services Fuji Xerox provides, is terminated for any reason, the Registered User shall be disqualified from registration without any procedure.

12. Copyright

The design related to the Site and/or Services, and/or the Site configuration on which Fuji Xerox insert the information of Fuji Xerox products or services etc. is protected by international copyright laws, treaties and related legislation, and belongs to Fuji Xerox.

13. General disclaimer

1. Fuji Xerox makes no warranties of accuracy, completeness, or usefulness, etc. of any information on the Site and/or the Services.
2. Unless otherwise provided for in the Site and/or in relation to the Services, the Registered Users are advised that Fuji Xerox provides no guarantees associated with the use of the information on the Site and Services. Fuji Xerox accepts no responsibility for any kind of harm arising from the use of the Site and Services except where stipulated on the Site and/or the Services.
3. The contents of the Site and/or the Services are subject to change without any prior notice.

14. Amendment of the Terms and Conditions

1. Fuji Xerox reserves the right to amend the Terms and Conditions without the Registered Users' consent. Fuji Xerox may inform the Registered Users of such amendments via any means that Fuji Xerox deems suitable including web based notification.
2. After such notification is given pursuant to Clause 14.1 above, such amendments are deemed to be accepted by the Registered Users if they continue to use the Site and/or receive the Services after such notification.

15. Applicable laws and court of jurisdiction

This Terms and Conditions shall be governed by and construed in accordance with the laws of Japan. Any dispute related to the Site and Services shall be subject to the exclusive jurisdiction of the Tokyo District Court. In the event of a contradiction between the Japanese language version of the Terms and Conditions and other language version, the provisions in the Japanese language version shall take precedence.

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