

# RICOH TERMS OF SERVICE & PRIVACY POLICY

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### RICOH TERMS OF SERVICE

This Terms of Service Agreement (“Terms of Service” and/or “Agreement”) is entered into between **RICOH Europe PLC** (20 Triton Street, London, UK, registered under number 00720944) and/or its **Ricoh affiliated companies**, and the individual or entity that accesses and/or uses the “Services” (defined herein) provided by RICOH, including without limitation, any employee, independent contractor, invitee or agent of such individual or entity whether or not a “subscriber” to the Services or the Services have been paid for by anyone (“User,” “you,” and/or “your”).

The use of the term “**RICOH**” in this Agreement shall mean collectively Ricoh Europe PLC, and/or its Affiliates (as required by the context).

BY CREATING YOUR ACCOUNT, ACCESSING AND / OR USING THE SERVICES, YOU AGREE TO COMPLY WITH AND BE BOUND BY THIS AGREEMENT AND BY THE [RICOH PRIVACY POLICY](#) INCORPORATED HEREIN.

RICOH MAY MODIFY THIS AGREEMENT AT ANY TIME WITHOUT PRIOR NOTICE. CONTINUED USE OF THE SERVICES WILL BE CONDITIONED UPON THE VERSION OF THIS AGREEMENT THAT IS IN EFFECT AT THE TIME OF YOUR USE. BY ACCESSING AND/OR USING THE SERVICES YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. YOU ARE URGED TO READ CAREFULLY THIS ENTIRE AGREEMENT AND PRINT AND RETAIN A COPY FOR YOUR RECORDS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO AND SHOULD NOT ACCESS OR USE THE SERVICES.

1. Definitions. Capitalized terms have the following meanings unless otherwise defined herein:

a. “Account”

The means by which RICOH authorizes access to the “Services” (defined herein) through the purchase of and/or establishment of future payment(s);

b. “Affiliate”

Any direct or indirect parent or subsidiary of RICOH (whether wholly, majority, or minority owned by the common owner), any RICOH’s officer, director, employee, reseller, distributor and / or joint venture partner and/or licensors and subcontractors;

c. “Agreement”

This “Terms of Service Agreement” together with other agreements defined herein;

d. “Conference”

A unique video and/or audio conference session hosted and/or delivered through the Services and all data, packets, information, communication and/or material

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transmitted, copied, uploaded, transferred, controlled, downloaded, recorded, (whether or not recorded with RICOH functionality or any other installed or stand-alone device or medium) and / or otherwise associated with such unique videoconference and/or audio conference session, including your "Content" (defined herein);

e. "Content"

Any data, packets, information, communication or other material that is transmitted, uploaded, transferred, controlled, downloaded, recorded or otherwise made available or existing in conjunction with the Conference whether or not using your Log-In Information, including without limitation any and all documents, articles, transcripts, audio clips, caricatures, computer programs, designs, icons, illustrations, images, multimedia, photographs, sounds, text, video clips, "Personal Information" (defined herein), identities and likeness of "Persons" (defined herein), recordings, and any other spoken, written or electronic expressions or works.

f. "Person"

Any individual human being or legal entity;

g. "Personal

Information" Any information collected or maintained by RICOH that identifies or could be used to identify you and others Persons;

h. "Participant"

Any Person who participates in a Conference;

i. "Presenter"

Any Person who hosts a Conference and/or presents information to Participants;

j. "Privacy Policy"

The [RICOH PRIVACY POLICY](#) in effect at any time during the life of this Agreement;

k. "Site"

The internet domain "www.RICOH.com," any sub-domains thereof and/or any successor websites owned and/or controlled by RICOH;

l. "Services" Collectively,

The Site and Conference(s) made available to you by RICOH;

## 2. USE OF YOUR ACCOUNT BY OTHERS.

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If you intend to authorize employees and / or other Persons to use the Services through your Account, you hereby agree to these Terms of Service whether or not you personally use the Services, and you further agree to: (a) cause all other Persons who access the Services through your Account to comply with this Agreement; and (b) pay all amounts due for the Services used under your Account.

### 3. NON-Ownership of Services.

Your use of the Services is licensed and not sold to you solely for your use under the terms and conditions of this Agreement and the License granted herein. RICOH retains all right, title, and interest relating to or embodied in the Services, including without limitation all intellectual property rights, technology, know-how and copies relating thereto. You hereby agree to promptly enter into any further agreements required by RICOH to legally or commercially document, perfect or retain such ownership, including without limitation, if applicable, ensuring that any of your employees and contractors do the same.

### 4. Ownership of Marks.

All brand names, product names, trade names, domain names, graphics, logos, service marks and trademarks relating to the Services (collectively, the "Marks") are the property of RICOH and/or its licensors. RICOH and/or its licensors retain all right, title and interest in and to the Marks, including all intellectual property rights. You may not remove from, add to, or alter any portion of the Marks, copyright notices or other proprietary rights or markings associated with the Services. You are prohibited from using any of the Marks for any purpose without RICOH's prior express written consent.

### 5. License of Content.

You hereby grant to RICOH, solely for the purpose of providing the Services, a non-exclusive, worldwide, royalty-free, fully-paid, transferable license to host, cache, copy, display, transmit, upload, transfer, control, download, record and transmit certain types of Content in connection with your use of the Services. Upon the expiration or other termination of this Agreement, this license will immediately and automatically cease except to the extent that Content is stored or otherwise retained by RICOH pursuant to [RICOH PRIVACY POLICY](#).

### 6. CONTENT disclaimers.

RICOH does not verify or endorse any Content. RICOH does not represent or endorse the accuracy or reliability of any Content. You acknowledge that any reliance by you upon any Content (whether yours or others) shall be at your sole risk. Any Content placed on the Site represents solely the views of the publisher of the Content and does not represent the views of RICOH. You are solely responsible for your Content including, if desired by you, the making and keeping of back-up copies of any or all Content. RICOH has no responsibility or liability for the deletion or accuracy of any Content, the failure to store, transmit or receive transmission of any Content (whether or not processed by the Services), or the security, privacy, storage or transmission of other communications originating from any Conference or involving use of the Services.

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### 7. User Representations, Warranties and Covenants.

With the knowledge and understanding that RICOH and its Affiliates will rely on the following representations, warranties, and covenants by you, which you will ensure remain true and correct at all times during the life of this Agreement, you hereby represent, warrant, and covenant that:

#### a. Use of Services.

(i) You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder including, without limitation, having a valid license to use the applications that facilitate a Conference and/or generate Content.

(ii) Your ability to access and use the Services may require the payment of third party fees and charges (including but not limited to fees and charges such as telephone toll charges, airtime charges or internet service provider fees and/or fees or taxes imposed on internet services, including any sales or use taxes by governmental agencies) and that RICOH shall not be responsible for paying any such fees, charges and taxes.

(iii) To gain access to and use the Services (other than to merely browse publicly-accessible areas of the Site), you will be required to provide an e-mail address and to create a log-in and password (collectively, "Log-In Information"). You are solely responsible for all activity occurring under your Log-In Information. You must keep your Log-In Information confidential and must not share your Log-In Information with third parties. RICOH has no obligation or responsibility with regard to your use, distribution, disclosure or management of Log-In Information. Notwithstanding the foregoing, RICOH may require you to change your Log-In Information if such Log-In Information is inconsistent with the terms of this Agreement. You agree that RICOH may act in reliance, without investigation, upon any of your Login Information. RICOH will not be required to inquire into the truth or evaluate the merits of any of your Log-In Information or any statement or representation contained in any notice, document or other communication presented or otherwise transmitted by you. Any Person using your Login Information is conclusively deemed to have actual authority to engage in transactions using the Services and, accordingly, all transactions made by a Person using your Login Information are hereby authorized and approved by you, and you hereby agree to indemnify, defend, and hold RICOH harmless from any claims or damages arising from or relating to any such transactions.

(iv) You acknowledge and agree that your use of the Services may require equipment and/or software that you may need to access or use the Services, and that any supply of such equipment and/or software will not be Ricoh's responsibility, unless otherwise expressly agreed in a separate agreement.

#### b. Content.

(i) You are the owner or authorized user of all Content related to your use of the Services.

(ii) Unless you have all requisite rights to submit and use Personal Information and other Content in connection with a Conference (whether belonging to you, to another participant

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in a Conference, or any third party), you acknowledge and agree that you will not submit such Content or information to the Site or to otherwise use such Content in any manner that involves the Services.

(iii) You will not publish, post, upload, record, link to or otherwise distribute or transmit any Content that: infringes or violates, or would infringe or violate, any copyright, patent, trademark, service mark, trade name, trade secret, domain name or other intellectual property or proprietary right of RICOH or any other Person, or any rights of publicity or privacy of any Person; violates any applicable law, statute, ordinance or regulation (including without limitation applicable laws and regulations concerning anti-discrimination, export controls, false advertising or unfair competition); promotes, solicits, comprises or contains abusive, defamatory, excessively violent, harassing, inappropriate, indecent, lascivious, lewd, obscene, pornographic, profane, threatening, vulgar or otherwise inappropriate, objectionable or unlawful material; is harmful to minors; contains corrupted files, trojan horses, viruses, worms or any other similar data, programs or software that may damage, expropriate, intercept or interfere with any data, information, property or system of another Person or that may damage or interfere with the Services; is materially false, misleading or inaccurate; advocates, assists, incites, instructs, promotes or otherwise encourages violence or any illegal activity; attempts to mislead others about your identity or the origin of any message or other communication, impersonates or otherwise misrepresents your affiliation with RICOH or any other Person, or is otherwise false, misleading or inaccurate; or contains information for which you do not have the right to permit RICOH to collect and process.

### c. Legal Compliance.

(i) You have the full power and authority to grant all licenses and other rights to third party property (including third party intellectual property) that are granted or required to be granted by you to RICOH and its Affiliates pursuant to this Agreement.

(ii) You are solely responsible for your familiarity and compliance with any and all laws that may prohibit you from accessing or using any part or all of the Services or from participating in any Conference or that may limit or regulate such participation or use.

(iii) You agree not to use the Services for any illegal purpose.

(iv) You agree to comply with all applicable local, state, national and international laws and regulations, including without limitation laws relating to intercepting, monitoring or recording communications, privacy and data protection, and public displays or performances. You further agree that neither this Agreement nor any other right or remedy of RICOH requires RICOH to exercise any right or remedy in order to benefit or protect you or any other Person, although RICOH reserves the right to do so in its sole discretion.

### d. Payment Obligation.

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The payment information supplied to RICOH by you (if applicable) is, and shall at all times during the life of this Agreement, be true, accurate and complete. You covenant that payments made by you to RICOH and Affiliates will be honored by the financial entity facilitating the payment on your behalf. If any payment is not so honored, you remain liable for payment of all amounts due under this Agreement. You acknowledge and agree that RICOH may change its charges, fees and pricing for future renewals of the Services, and that the cost of any future renewals for the Services may increase.

### e. Unauthorized Use.

You acknowledge and agree that any unauthorized use, copying or distribution of the Services is expressly prohibited by law and by this Agreement and may result in severe civil and criminal penalties against you. Violators will be prosecuted by RICOH to the maximum extent possible. Without limitation, you agree not to engage in any of the following unauthorized uses:

- (i) Attempt to gain unauthorized access to the Services, or to other Accounts, computer systems or networks connected to the Services, whether through hacking, password mining or any other means;
- (ii) Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded;
- (iii) Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services;
- (iv) Engage in any extraction of data or data fields, including without limitation e-mail addresses;
- (v) Disrupt, interfere with or inhibit any other Person's use and enjoyment of the Services;
- (vi) Violate the rights of RICOH or any third party, including without limitation abuse, defame, defraud, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of RICOH or any third party;
- (vii) Use any RICOH domain name as a false return e-mail address;
- (viii) Use the RICOH name to advertise, market or sell any type of goods or services or imply in any type of communication that RICOH endorses or is associated with such goods and services unless RICOH has given its prior written consent for such activity;
- (ix) Access and/or use the Services or any type of software or equipment that could in any manner damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, the RICOH server and/or any network connected to the Services;

### f. Contact Interface.

You acknowledge and agree that RICOH may obtain and record information about your contacts, your use of, and availability on the Services at any given time, among other information, and that RICOH can utilize and maintain this information: for its own use; to provide marketing communications to you; to provide marketing communications to your contacts; and for disclosure to third

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parties (including government officials or pursuant to any court order) in accordance with applicable law or governmental request at any time.

### 8. Updates and Amendments.

RICOH may, at any time, amend the provisions of this Agreement (including the [RICOH PRIVACY POLICY](#) incorporated herein). If you do not accept an amendment, this Agreement will terminate. This Agreement shall automatically incorporate and include any and all add-on components, amendments, features, modifications, supplements, updates and other functionality or messages related thereto, including without limitation alterations of availability, content, features, functionality, security, storage and other information relating to the Services that RICOH may provide or make available generally to its customers (collectively, "Updates") subject to any additional terms and conditions, including any additional fees and costs, provided by RICOH applicable to such Updates. You hereby authorize RICOH to automatically and in good faith transmit, access, install and otherwise provide Updates from time to time, without further notice to you or need for consent from you. RICOH has no obligation to, and nothing in this Agreement may be construed to require RICOH to, create, provide or install Updates. Your access and use of the Services will always be subject to the most current versions of these Terms of Service and the [RICOH PRIVACY POLICY](#), as well as any and all rules and guidelines posted on the Site at the time of such use. You agree to regularly check the "RICOH Terms of Service" link on the Site to view the then-current Terms of Service and [RICOH PRIVACY POLICY](#). Notwithstanding anything in this Agreement to the contrary, if RICOH posts amendments to the Terms of Service on the Site, such terms will automatically become effective, shall be incorporated into this Agreement immediately, and where inconsistent with any other terms and conditions of this Agreement shall supersede any such conflicting terms or conditions. By using the Services after such revised terms are posted, you agree to be bound by any such revised terms at the effective time.

### 9. Security of Communications.

You acknowledge and agree that the Services are conducted and provided by RICOH electronically through the internet and that RICOH cannot guarantee the security or privacy of any electronic communications in which you participate.

#### a. Ricoh Privacy Policy.

You acknowledge that you have accessed and read the [RICOH PRIVACY POLICY](#), and that it is a part of this Agreement. If there is any conflict between the terms of the Privacy Policy and the terms of this Agreement, the terms of this Agreement shall control. RICOH may make changes to the Privacy Policy from time to time. Such changes will be communicated to you in the text of the updated [RICOH PRIVACY POLICY](#) posted on the Site. You agree to regularly check the "RICOH Terms of Service" link on the home page of the Site to view the then-current

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**RICOH PRIVACY POLICY**. You acknowledge and agree that RICOH may receive, share and transfer information arising from your use of the Services (including without limitation Personal Information), whether arising from Conferences or otherwise, with relevant service providers such as telecommunications providers and with government entities. You agree that RICOH shall bear no liability to you for any such receipt, sharing or transfer.

### b. Disclosure of Personal Information.

Except as otherwise stated in the **RICOH PRIVACY POLICY** or elsewhere in this Agreement, RICOH will not share your Personal Information with any third party. However, RICOH in its sole discretion may (but has no obligation to) monitor or review your access to and use of the Services at any time. RICOH may at any time without notice and in its sole discretion terminate access to, or use of, any area of the Site where information is posted or submitted, or may disclose any information related to your access to and use of the Services or the substance of any of your posted or submitted information as RICOH deems necessary, including without limitation to comply with applicable law, regulation, legal process or governmental request. You agree to use extra care when disclosing any Personal Information about yourself or your organization in any Conference or when posting or otherwise submitting any information to the Site or in any Conference, including Personal Information. All required registration information that you provide to RICOH must be current, complete, and accurate and must be kept up to date with RICOH on a prompt, timely basis. If your use of and access to the Services includes password-restricted access to your sensitive information (such as, for example, employees lists or customer lists and contractual terms), then by accessing or using the Services and setting up an Account, you consent to the display and storage of such information by RICOH and accept all risks of unauthorized access to such information.

### c. Compliance with Privacy Regulations.

The Services may allow you to record conferences and to collect and utilize identifying information about you and other Conference Participants, including without limitation, Personal Information such as a likeness, name or voice that is displayed, processed, stored and/or transmitted as part of a Conference. The laws of some jurisdictions require the giving of notice to, or receipt of consent from, individuals prior to intercepting, monitoring and/or recording their communications. In addition, the laws of some jurisdictions restrict collection, storage and use of Personal Information. You agree to comply with all applicable laws, to obtain all necessary consents, and to make all necessary disclosures before using the Services, including without limitation when using the recording feature. You acknowledge that any or all of your Content may be recorded and transmitted by other users in a Conference or with whom you otherwise communicate. When you participate in a Conference, you are solely responsible for your position in the entire field of view of your camera and any information about you that is visible through the camera / audible through the connected microphone or phone to any other Conference participant that may or may not be recorded, transmitted and/or stored by that

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participant and/or by RICOH by any method or means as a result of your participation in a Conference. Whether as a host, participant or otherwise, you are solely responsible for, and shall indemnify RICOH and its Affiliates for your access to and use of any third party data and information including Personal Information that is communicated in a Conference or that you otherwise have access to through your use of the Services.

### d. Locations of RICOH Data Centers.

Personal Information and Content may be transferred, stored and/or processed in multiple locations in which RICOH or its Affiliates maintain facilities. By using the Services, you consent to any such transfer, processing and storage of Personal Information outside of your location of citizenship and/or residence.

### e. Regulated Access.

The Services may not available in certain locations and to certain Persons in order to comply with applicable laws and regulations. RICOH reserves the right, in its sole discretion, to deny access to the Services at any time and for any reason whatsoever, including without limitation to comply with applicable law.

## 10. Restrictions on Use.

You agree not to decompile, disassemble, reverse engineer, translate or otherwise attempt to learn the source code or technological know-how of any component of the Services. You shall not create, assign, copy, deliver, distribute, lease, loan, modify, pledge, rent, sell, sublicense, timeshare, create derivative works of or otherwise transfer, directly or indirectly, any portion of the Services or any rights thereto. You are prohibited from reselling or acting as agent for any component of the Services without RICOH's prior express written consent.

### a. Export Control Laws.

You acknowledge that some laws and regulations in certain countries restrict the export and re-export of certain technical data relative to their origin. Without limiting the foregoing, you acknowledge that your Content may be subject to controls by various regulatory agencies around the world. You agree that you are solely responsible for complying with such export controls laws and regulations and avoiding any actions that may be deemed to be violations of such laws and regulations, and that RICOH shall bear no responsibility or liability for any such violations committed by you in connection with your use of the Services.

### b. Hazardous Environments & High Risk Activities.

The Services are not designed for use in connection with any hazardous or high risk activity or any circumstances requiring fail-safe performance or controls, including without limitation: the operation of nuclear facilities; aircraft navigation or communication systems; air traffic control; medical care, surgery or life support machines, rescue or emergency situations, weapons systems or any other

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environment or situation in which the failure of a Conference or of the Services could, directly or indirectly, lead to death, personal injury or material property damage. You acknowledge and agree that any use of the Services by you and/or at your instruction (whether express or implied) in connection with any activity or circumstances deemed by RICOH to be hazardous or high-risk shall be done solely and wholly at your own risk.

c. Links to Third Party Sites.

The Site may include links that will take you to other websites (collectively, "Linked Sites"). The Linked Sites are provided by RICOH to you as a convenience, and the inclusion of such links does not imply any endorsement by RICOH of any Linked Sites. RICOH has no control over the Linked Sites. Neither RICOH nor its Affiliates are, and under no circumstances shall be, responsible for any content, product or service of any Linked Sites. You acknowledge and agree that your visits to any of the Linked Sites shall be made solely at your own risk. You acknowledge and agree that RICOH is not responsible for the content of any Linked Sites, any link contained in any Linked Sites, and any changes or updates to Linked Sites. You further acknowledge and agree that RICOH is not responsible for any form of transmission received from any Linked Sites.

d. Copyright / Intellectual Property Rights ("IPR") Infringement.

(i) RICOH will, in appropriate circumstances as determined in its sole discretion, terminate this Agreement (including the License and other rights granted to you herein) if you infringe the intellectual property rights of RICOH, its Affiliates, or any third parties. RICOH may, in its sole discretion, investigate notices of copyright / IPR infringement and take any appropriate actions.

(ii) If you believe that any work of authorship has been used or copied in a way that constitutes copyright / IPR infringement and that such infringement is occurring in connection with the Services, please provide RICOH with all of the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright / IPR interest; (b) a description of the copyrighted / protected work that you claim has been infringed; (c) a description of what Conference the claimed infringing material is related to; (d) your address, telephone number, and e-mail address; (e) a written statement by you that you have a good faith / belief that the disputed use is not authorized by the copyright / IPR owner, its agent, or the law; and (f) a written statement by you, made under penalty of perjury, that the above-described information in such notice is accurate and that you are either the copyright / IPR owner or authorized to act on the copyright / IPR owner's behalf.

e. Investigations.

RICOH does not generally monitor activity occurring in connection with the Services. However, if RICOH becomes aware of any actual or possible violations by you of any provision of this Agreement RICOH reserves the right to investigate such actual or possible

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violations and RICOH may, at its sole discretion, immediately terminate this Agreement with you, or may change, alter or remove Content, in whole or in part, without prior notice to you. If, as a result of any such investigation, RICOH believes that criminal activity has occurred or is occurring, RICOH reserves the right to refer the matter to and cooperate with applicable law enforcement authorities. In connection with any such investigation, RICOH is entitled to disclose to law enforcement or other government officials, as RICOH in its sole discretion believes to be necessary or appropriate, any information that is in our possession resulting from your use of the Services, including without limitation Personal Information (except to the extent prohibited by applicable law).

f. Identifying Numbers and URI's.

Any type of identifying number, user name, "domain" name, "address," and/or unique resource indicator ("URI") provided to you to be used with the Services is leased and not sold. The URI may only be used with the Services and may not be transferred to or used in connection with any other service. RICOH has the right to accept, change, delete or modify any URI without notice. The URI will be made searchable for all users, unless explicitly agreed in writing between you and RICOH. Upon expiration, cancellation or termination of the Services, you shall discontinue use of the URI and any video numbers and/or internet portals previously assigned to you for use with the Services.

### 11. Content Access and Storage.

a. The Services are provided to you by automated means, namely the uploading of Content via the applicable tools for transmission, downloads and other use in connection with Conferences or other activities. RICOH will not access, view or listen to any Conferences, except as permitted under this Agreement and the Privacy Policy, or as necessary to maintain or provide the Services, including without limitation: (i) to respond to service requests; (ii) to restore the applicable Content at your request in the event of a service interruption; (iii) to conform to legal requirements or comply with legal process as deemed necessary or advisable by RICOH in good faith; (iv) to detect, prevent or otherwise address fraud, security or technical issues; (v) to enforce this Agreement, including investigation of potential violations hereof; and/or (vi) if you have requested that RICOH serve as host, producer, moderator, or facilitator for any Conference, presentation, or event as part of the Services.

b. At the request of a Presenter or any individual designated to conduct a Conference the Services may collect certain Personal Information and other information which any Presenter in any Conference may see and may be shared with other users of the Services at the request of a Presenter or as an automatic function of the Services, including without limitation, your name, address, phone number, e-mail address and any other Personal Information or other information you provide to the Services or as requested by any Presenter.

c. RICOH has no control over, and shall have no liability for, whether and in what manner any participant uses your Personal Information in a Conference or otherwise. RICOH does not pre-screen information that users provide or otherwise submit

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in using the Services. RICOH may collect certain information regarding your use of the Services, such as the name of the internet service provider and the internet protocol address through which you access the internet; the time you access the Services; the pages that are accessed at the Site; and the internet address of the website from which you accessed the Site. RICOH uses this information to support the Services and, in accordance with any communications preferences indicated by you and as otherwise permitted under this Agreement, to send you communications regarding RICOH, its products and its services.

### **12. DISCLAIMER OF WARRANTIES.**

THE SERVICES ARE PROVIDED "AS-IS" ON AN "AS-AVAILABLE" BASIS, "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY OF ANY KIND OTHER THAN AS DESCRIBED BY RICOH AND UNDER THE TERMS OF THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RICOH HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, COMPATIBILITY, WORKMANLIKE EFFORT, ACCURACY, AVAILABILITY, AND/OR NON-NEGLIGENT PERFORMANCE. THE SERVICES ARE BUSINESS PRODUCTS, THE APPLICATION OF WHICH IS COMMERCIAL RATHER THAN CONSUMER-ORIENTED IN NATURE. IN ACCEPTING THIS AGREEMENT, YOU RECOGNIZE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THAT CONSUMER PROTECTION LAWS DO NOT APPLY TO YOUR USE OF THE SERVICES NOR TO ANY OF THE TRANSACTIONS CONTEMPLATED BY AND CONSUMMATED PURSUANT TO THIS AGREEMENT.

This Agreement gives you specific legal rights. You may also have other legal rights that vary from location to location. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the limitations contained in this Agreement may not apply to you.

### **13. LIMITATION OF LIABILITY.**

#### **a. Use at Your Own Risk.**

The use of the Services and the downloading or other use of any information or materials therefrom shall be done solely at your own discretion and risk and with your understanding that you will be solely responsible for any damage to your computer system or any loss of data or any other harm that results from such activities. RICOH will not be liable for any loss that you may incur as a result of someone else using your Log-In Information, either with or without your knowledge. RICOH shall have no responsibility for any failure that arises out of your use of the Services with any hardware configuration, platform or operating system, including without limitation any failure related to or arising from your inability to connect to or to access the Site, Software

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or Services due to problems related to your computer hardware, any software program, network, your internet service provider or any other similar problem.

### b. Use of Content.

You agree that neither RICOH nor any of its Affiliates shall be liable for any Content or the access, recording, storage or other use by RICOH thereof, including without limitation: (a) any Content that is sent, received, held, released or otherwise connected in any respect to the Services; (b) any Content that is sent but not received; (c) any access to or alteration of Content by you or any other Person; (d) any Content sent using, or included in, the Services; (e) any defamatory, illegal, obscene, offensive or threatening content; (f) the conduct of you or anyone else in using the Services; or (g) any infringement of another Person's rights, including without limitation rights of privacy, intellectual property or data protection.

### c. Third-Party Providers.

RICOH offers no guarantees and assumes no responsibility or liability of any kind with respect to third-party services or hardware, including without limitation any liability resulting from incompatibility between the Services and any third-party services or hardware. You agree that you will not hold RICOH or any Affiliate responsible or liable for any matter caused by or related to services provided by any third-party.

### d. Errors.

The Services may include technical mistakes, interruptions, inaccuracies and/or typographical errors.

### e. Force Majeure.

RICOH will not be liable for any non-performance or delay in performance caused by any event reasonably beyond the control of RICOH including without limitation accidents, acts of God, acts of government, the activities of hackers, civil disturbance, earthquake, embargo, epidemics, explosion, fire, flood, force of nature, hostilities, malicious conduct, national emergency, revolutions, riots, wars, terrorist attacks, service outages resulting in failures of equipment, telecommunications, power failures, network failures or failures of third party service providers (including providers of internet services and telecommunications).

### f. Damages.

Except as otherwise required by applicable law, you agree that you will not be entitled to any damages under or pursuant to this Agreement except for the direct monetary damages actually incurred and proven by you in reasonable reliance upon use of the Services, and that such proven damages shall be limited to the

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amount you actually paid for the Services during the six-month period prior to the event giving rise to your claim.

Without limiting the foregoing, you agree that the following damages are expressly excluded:

- (i) Any and all indirect, special, incidental, punitive and consequential damages;
- (ii) Any and all damages for: loss of confidential or other information or data (including without limitation Personal Information); business interruption; personal injury; loss of privacy; loss of profits; emotional distress; and failure to meet any duty of good faith or reasonable care;
- (iii) Any and all damages resulting from your inability to use the Services or to access data, information (including without limitation Personal Information) or Content;
- (iv) Any and all damages for any other claim arising out of or in connection with: the statements or actions of any third party on or via the Services; any dealings with vendors or other third parties; any unauthorized access to or alteration of your transmissions, materials, information (including without limitation Personal Information) or other data; any information that is sent or received, or that is not sent or not received; any failure to store, or loss of, data, files, materials or other Content; any access to or use of the Services that is delayed or interrupted; any Linked Sites; or your access to or use of, or inability to access or use, any Linked Sites;
- (v) Any and all damages based on any theory of legal liability including statute, breach of contract, breach of warranty, tort (including negligence), product liability, negligent misrepresentation or otherwise, even if RICOH or its Affiliates have been advised of the possibility of such damages and even if a remedy set forth in this Agreement is found to have failed of its essential purpose;
- (vi) Any and all damages arising out of, related to, or based upon your inability to connect to or to access the Services due to problems related to your equipment, any software, your internet service and/or any other similar problem out of RICOH's control; and
- (vii) Any and all damages for any pecuniary loss whatsoever.

#### 14. Indemnification and General Release.

You hereby agree to release RICOH and Affiliates from any and all claims, demands and damages (actual and consequential) of every kind arising out of or in any way connected with: (a) your use of the Services and for any other purpose whether or not contemplated or permitted by this Agreement; and (b) from any transaction, event, occurrence, injury or other damage arising from or related to any Conference you participate in and any Content used, uploaded or shared in any such Conference. You hereby also agree to defend, indemnify and hold RICOH and Affiliates harmless from and

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against any and all claims, liabilities, damages and costs (including without limitation fees, costs and expenses of attorneys) arising out of or related to:

(a) Use of or access to the Services by you or by any Person using your Log-In Information, whether or not such use was authorized by you;

(b) Any actual or alleged violation of this Agreement or applicable law by you or by any Person using your Log-In Information, whether or not such use was authorized by you;

(c) Any actual or alleged infringement of any intellectual property, proprietary information, violation of privacy or other rights by you or by any Person using your Log-In Information, whether or not such use was authorized by you;

(d) Any processing or use of the Personal Information collected by you or any Conference attendees, including any recordings made by you of the communications, likeness, name, voice or other Personal Information of Conference attendees or any other users of the Services;

(e) Any claims or allegations for product liability, unsuitability or lack of fitness for a particular purpose, or any other claims or allegations arising out of or related to the use of the Services;

(f) Any disputes between you and any other participant in a Conference or the Services; and/or

(g) Your or any participant's negligence or willful misconduct.

### 15. Governing Law and Dispute Resolution.

a. This Agreement shall be construed in accordance with, and governed by the laws of England. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

b. Any claim, dispute or controversy, whether in contract, tort or otherwise, whether pre-existing, present or future, including statutory, consumer protection, common law, intentional tort and/or equitable claims by you against RICOH, its agents, employees, principals, successors, assigns and/or Affiliates arising from or relating to this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), shall be resolved exclusively and finally by the competent courts of England.

You acknowledge that the unauthorized disclosure or use of the Service or any related Documentation or of Ricoh's or its Affiliates' intellectual property rights or Marks, or breach of your confidentiality undertaking in violation of this Agreement would cause irreparable injury to Ricoh for which remedies at law would be inadequate. Accordingly, Ricoh may seek immediate injunctive or other equitable relief in a court of competent jurisdiction in connection with any breach or alleged breach of the provisions of this Agreement.

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### 16. Notices.

You and RICOH will provide any communication to each other under this Agreement as follows:

#### a. Notice to You.

Notice shall be sent to you either: (1) via electronic means to the e-mail address associated with your Account and shall be deemed delivered when sent by RICOH; or (2) by hard copy first class mail to the address contained in your Log-In Information and shall be deemed delivered five (5) calendar days after mailing.

#### b. Notice to RICOH.

Except where an electronic notice to RICOH is expressly permitted by this Agreement, notice shall be sent to RICOH addressed to the principal place of business indicated on the RICOH Website, to the attention of the Legal Department, either via: (1) postal mail, signature required and return receipt requested; or (2) overnight courier with delivery signature required. Any notice sent by you shall be deemed delivered when actually received and signed for by an authorized representative of RICOH.

### 17. Reservation of Rights.

RICOH reserves all rights not expressly granted in this Agreement.

### 18. MISCELLANEOUS.

#### a. Invalidity.

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then such invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement will continue in full force and effect.

#### b. No Waiver.

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless expressly agreed to by RICOH in a non-electronic writing manually signed by a duly authorized officer of RICOH.

#### c. Authority.

If you are an individual and are entering into this Agreement on behalf of a legal entity, you represent and warrant that you have due authorization from the governing body of such entity to enter into this Agreement and to bind such entity to all of the terms and conditions of this Agreement.

#### d. Headings.

The headings of the sections and subsections in this Agreement are provided for convenience only and may not be deemed to affect its construction or interpretation.

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e. Entire Agreement.

This Agreement (including the Privacy Policy, which is by this reference incorporated into this Agreement in its entirety) constitutes the entire agreement and understanding between RICOH and you with respect to the Services and supersedes all other prior or contemporaneous communications, agreements, understandings and proposals, whether written, oral, electronic or non-electronic, between RICOH and you regarding its subject matter.

f. Fair usage policy - Enterprise User License (EUL)

The EUL is intended as a personal- or team named license and intended used for business purposes. The named user should be a participant in all calls associated with his/her account. The purchase and reasonable use of an EUL as a shared resource (like a team room) is permissible. Use of the EUL that is inconsistent with these Fair Usage terms may result in the suspension or termination of the license. No single call can include more than 50 participants.

No re-sale: The EUL is for a single enterprise only and can under no circumstance be sold, leased, forwarded or in any way be extended to a third party.

g. **TRIAL VERSION:**

IF THE SERVICE IS SUPPLIED ON A DEMONSTRATION, EVALUATION OR SIMILAR NOT-FOR-RESALE OR TRIAL BASIS ("**TRIAL VERSION**"), YOU ARE GRANTED A LIMITED, NON-EXCLUSIVE LICENSE TO USE A COPY OF THE SOFTWARE UNDER THE TERMS OF THIS AGREEMENT **FOR A LIMITED TIME PERIOD OF THIRTY (30) DAYS**. BY YOUR USE OF THE TRIAL VERSION, YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE THE SOFTWARE WILL TERMINATE AFTER THE TRIAL PERIOD AND THEREAFTER YOU WILL NOT BE ABLE TO USE THE SERVICE UNTIL YOU PURCHASE A COMMERCIAL LICENSE. ALL TRIAL VERSIONS ARE SUPPLIED OR MADE AVAILABLE "AS IS" WITH NO WARRANTIES OF ANY TYPE WHATSOEVER, AND NO SUPPORT AND MAINTENANCE. RICOH AND ITS AFFILIATES EXCLUDE ANY LIABILITY OR WARRANTY (WHETHER IMPLIED OR EXPLICIT) IN RELATION TO THE SUPPLY OF THE TRIAL VERSION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

h. No term of this Agreement is enforceable by a person who is not a party to this Agreement, except that all of Ricoh Affiliates are direct and intended third-party beneficiaries of this Agreement and shall have the benefit of and the right to enforce all provisions of this Agreement which benefit and are enforceable by Ricoh.

i. If there are discrepancies between the English version of this Agreement and any other versions of this Agreement translated in another language, the English version of this Agreement shall prevail, unless otherwise required by local law without the possibility of contractual waiver or limitation.

j. Nothing in this Agreement affects any statutory rights of consumers under applicable law that cannot be waived or limited by contract.

# **RICOH TERMS OF SERVICE & PRIVACY POLICY**

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### **RICOH PRIVACY POLICY**

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Personal information is data that can be used to uniquely identify or contact a single person.

You may be asked to provide your company or personal information whenever you are in contact with Ricoh.

Ricoh and its Affiliates (as defined in Ricoh Terms of Services) may share this personal information with each other and use it consistent with this Privacy Policy. They may also combine it with other information to provide and improve our products, services, content, and advertising.

Here are some examples of the types of personal information Ricoh may collect and how we may use it:

#### **What personal information might we collect?**

When you create a Ricoh ID, register your subscription, purchase a product, download a software update, or participate in an online survey, we may collect a variety of information, including your name, mailing address, phone number, email address, and contact preferences.

#### **How might we use your personal information?**

The personal information we collect allows us to keep you posted on Ricoh's latest product announcements, software updates, and upcoming events. It also helps us to improve our services and content. If you don't want to be on our mailing list, you can opt out anytime by sending an email to [cco@ricoh-europe.com](mailto:cco@ricoh-europe.com).

We may use personal information to help us develop, deliver, and improve our products, services, and content.

From time to time, we may use your personal information to send important notices, such as communications about purchases and changes to our [Ricoh Terms of Service](#), conditions, and policies. Because this information is important to your interaction with Ricoh, you may not opt out of receiving these communications.

We may use personal information for internal purposes such as auditing, data analysis, and research to improve Ricoh's products, services, and customer communications.

#### **Collection and Use of Non-Personal Information**

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We also collect non-personal information – data in a form that does not permit direct association with any specific individual. We may collect, use, transfer, and disclose non-personal information for any purpose. The following are some examples of non-personal information that we collect and how we may use it:

We may collect information such as company, occupation, language, zip code, area code, location, and the time zone where a Ricoh product is used so that we can better understand customer behavior and improve our products and services.

We may collect information regarding customer activities on our website and from our other products and services. This information is aggregated and used to help us provide more useful information to our customers and to understand which parts of our website, products, and services are of most interest. Aggregated data is considered non-personal information for the purposes of this Privacy Policy.

If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

### **Cookies and Other Technologies**

Ricoh's website, online services, interactive applications, email messages, and advertisements may use "cookies" and other technologies such as pixel tags and web beacons. These technologies help us better understand user behavior, tell us which parts of our website people have visited, and facilitate and measure the effectiveness of advertisements and web searches. We treat information collected by cookies and other technologies as non-personal information. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered personal information by local law, we also treat these identifiers as personal information. Similarly, to the extent that non-personal information is combined with personal information, we treat the combined information as personal information for the purposes of this Ricoh Privacy Policy.

Ricoh and our partners also use cookies and other technologies to remember personal information when you use our website, online services, and applications. Our goal in these cases is to make your experience with Ricoh more convenient and personal. For example, knowing your first name allows us to welcome you the next time you visit the Ricoh portal.

As is true of most websites, we gather some information automatically and store it in log files. This information includes Internet Protocol (IP) addresses, browser type and language, Internet service provider (ISP), referring and exit pages, operating system, date/time stamp, and clickstream data.

We use this information to understand and analyze trends, to administer the site, to learn about user behavior on the site, and to gather demographic information about our user base as a whole. Ricoh may use this information in our marketing and advertising services.

For more information on cookies used on Ricoh Website, please read [Ricoh Cookies Policy](#).

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### **Disclosure to Third Parties**

At times Ricoh may make certain personal information available to strategic partners or subcontractors that work with Ricoh to provide products and services, or that help Ricoh with its service delivery. If you are approved for service, your account will be governed by Ricoh and its partners and affiliates respective privacy policies. Personal information will only be shared by Ricoh to provide or improve our products, services and advertising; it will not be shared with third parties for their marketing purposes.

### **Service Providers**

Ricoh shares personal information with companies who provide services such as information processing, extending credit, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing your interest in our products and services, and conducting customer research or satisfaction surveys. These companies are obligated to protect your information and may be located outside of your country of residence.

### **Others**

It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence – for Ricoh to disclose your personal information. We may also disclose information about you if we determine that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate.

We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our [Ricoh Terms of Service](#) or protect our operations or users. Additionally, in the event of a re-organization, merger, or sale we may transfer any and all personal information we collect to the relevant third party.

### **Protection of Personal Information**

Ricoh takes precautions— including administrative, technical, and physical measures— to safeguard your personal information against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction.

### **Ricoh online services use Secure**

Sockets Layer (SSL) encryption on all web pages where personal information is collected. To make purchases from these services, you must use an SSL-enabled browser such as Safari, Firefox, or Internet Explorer. Doing so protects the confidentiality of your personal information while it's transmitted over the Internet.

### **Integrity and Retention of Personal Information**

Ricoh makes it easy for you to keep your personal information accurate, complete, and up to date. We will

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retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

### Access to Company and Personal Information

You can help ensure that your contact information and preferences are accurate, complete, and up to date by logging in to your account at the customised address which will be provided to You.

For other personal information, we make good faith efforts to provide you with access so you can request that we correct the data if it is inaccurate or delete the data if Ricoh is not required to retain it by law or for legitimate business purposes. We may decline to process requests that are unreasonably repetitive, require disproportionate technical effort, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law. Access, correction, or deletion requests can be made to [cco@ricoh-europe.com](mailto:cco@ricoh-europe.com).

### Third-Party Sites and Services

Ricoh websites, products, applications, and services may contain links to third-party websites, products, and services. Our products and services may also use or offer products or services from third parties.

Information you provide may be transferred or accessed by entities around the world as described in this Privacy Policy.

### Our Companywide Commitment to Your Privacy

To make sure your personal information is secure, we communicate our privacy and security guidelines to Ricoh employees and strictly enforce privacy safeguards within the company.

### Privacy Questions

If you have any questions or concerns about Ricoh's Privacy Policy or data processing, please contact us at [cco@ricoh-europe.com](mailto:cco@ricoh-europe.com).

When deemed necessary, Ricoh may update its Privacy Policy from time to time.