

SCAN TRANSLATION

Terms and Conditions

You are deemed to have read, understood and agreed to be legally bound to the terms of this Agreement by: (a) entering into a contract with Service Provider regarding the use of the Service; or (b) clicking a button of "Accept", "Agree" or the equivalent on Service Provider's website for the Service; or (c) starting to use the Service.

1. Definitions

"Administrator": means User who designated by Ordering Party to administer the User.

"FX's Multifunction Device": means any multifunction device manufactured by Fuji Xerox Co., Ltd and/or its affiliates.

"Order Form": means the ordering mechanism (whether electronic or otherwise) stating the purchase of the Service agreed to between the parties in writing from time to time and which expressly cross-references and incorporates these terms and conditions. Such Order Form shall be deemed incorporated into and part of this Agreement.

"Service": means scan translation services specified in the Order Form.

"Service Provider" means Fuji Xerox Singapore Pte Ltd.

"User": means an individual designated by Ordering Party to use the Services in accordance with this Agreement.

"User ID": means an Identification Name issued by Service Provider which enables User to access the Service at any time during the term of the Agreement.

"User Dictionary": means a feature provided by Service Provider, enables Ordering Party to register special words into the User Dictionary.

2. Scope of Services

2.1 During the term of this Agreement and subject to Ordering Party's obligations, Service Provider agrees to provide translation Services to Ordering Party, which are accessible via the following software and equipment:-

(i) FX's Multifunction Devices (except for certain models);

(ii) Web browser.

2.2 Ordering Party may pre-save certain special word(s) into the User Dictionary, to facilitate the translation Services.

2.3 Subject to clause 7 (Force Majeure), Service

Provider agrees to provide support Services (excluding queries on software and products not manufactured by Fuji Xerox Co., Ltd) during the following hours:-

(i) For queries via telephone (by Ordering Party's Designated Contact Person): every day from 9:00am to 12:00pm, and from 1.00pm to 5.30pm, excluding weekends and public holidays (in the country/territory where the Services are provided).

(ii) For queries via e-mail (by Ordering Party's Designated Contact Person): within one (1) business day. If the query is received during weekends or public holidays, then the reply will be given by the next business day.

2.4 The Services are provided for customers in the Asia Pacific/Oceania* region. Those who are outside of the area cannot carry out user registration for the Services in principle. For the avoidance of doubt, the foregoing shall not prevent customers from using the Services outside of the Asia Pacific/Oceania region.

* Australia, China (including Hong Kong and Taiwan), Japan, Indonesia, South Korea, Laos, Malaysia, New Zealand, Philippines, Singapore, Thailand, Vietnam, Myanmar and Cambodia

3. Administrator(s)

3.1 Ordering Party shall appoint up to 2 Administrators to administer User, and up to 2 persons as their "Designated Contact Persons" who are authorized to make queries on behalf of Ordering Party. Ordering Party's Administrator shall be solely responsible for appointing such persons as Users of Services, and granting access to such Users.

3.2 Service Provider shall allocate a User ID to Administrator, who shall in turn allocate User IDs to Users, up to maximum limit allowed under this Agreement. For avoidance of doubt, 1 User ID can only be used by 1 individual, and the sharing of User IDs constitutes a breach of terms of this Agreement.

3.3 If Ordering Party wishes to use Services via a FX's Multifunction Device, it has to request Service Provider to install a Special Service Module in such device at Ordering Party's own cost.

4. Ordering Party's obligations

4.1. Ordering Party shall be responsible for all activities that occur under its User's account.

4.2. Ordering Party shall be solely responsible for use and protection of their Use IDs and passwords, and shall take necessary precautions to ensure that unauthorized parties do not gain access to the Services or data therein. Service Provider shall not be liable for any loss or damage incurred by Ordering Party due to a breach of this clause by Ordering Party.

5. Payment of Fees

5.1 Ordering Party shall pay all Service Fee specified in all executed Order Form hereunder.

5.2 Services Fees will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, all fees calculated on an annual basis and are due net fifteen (15) days from the date of invoice. Any unused fee paid by Ordering Party to Service Provider for the Service at the end of monthly period will be expired and retained by Service Provider.

5.3 Any amount not paid within the period set forth above shall bear interest at a rate of twelve percent (12%) per annum or the maximum rate of interest allowable under the applicable law.

6. LIMITATION OF LIABILITY

6.1. TO FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES (AND THEIR EQUIVALENTS UNDER RESPECTIVE APPLICABLE LAW) EXCEPT FOR THOSE WHICH ARE EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, IMPLIED WARRANTY OF MERCHANTABILITY OR SATISFACTORY QUALITY.

6.2 IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY ORDERING PARTY DUE TO (A) ANY HACKERS , VIRUSES, MALWARE OR ILLEGAL ATTACKS; (B) ANY UNAUTHORISED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CONTENT OR OTHER DATA; (C) ANY INABILITY TO USE SERVICES AS A RESULT OF TERMINATION OR SUSPENSION OF THIS AGREEMENT OR SERVICE PROVIDER'S DISCONTINUATION OF ANY OR ALL SERVICE OFFERINGS.

6.3 IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR

CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO DATA LOSS, LOST PROFITS, OR BUSINESS INTERRUPTION ALLEGED TO BE CAUSED BY SERVICES), IN ANY WAY ARISING OUT OF OR RELATING TO SERVICES.

6.4 IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY ACCURACY, SAFETY, AVAILABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF TRANSLATION ARTIFACTS OBTAINED BY USING SERVICES.

5.5 IN ANY EVENT, SERVICE PROVIDER AND ITS LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT WHICH ORDERING PARTY ACTUALLY PAY SERVICE PROVIDER UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO CLAIM DURING 12 MONTHS PRECEDING THE CLAIM.

7. Force Majeure Events

Service Provider shall not be liable to Ordering Party for any failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control due to a Force Majeure Event. If Force Majeure Event lasts longer than 30 days, this Agreement may be terminated by either party with 7 days' prior written notice. Service Provider will not give any refund of Service Fees if Services are suspended due to Force Majeure Event.

8. Confidentiality

8.1 Either party to this Agreement ("Disclosing Party") may from time to time during term of this Agreement disclose to other party ("Receiving Party") certain confidential information, ("Confidential Information"). Receiving Party shall keep Confidential Information in confidence and shall not disclose it to any third party without Disclosing Party's written permission. Receiving Party shall limit access and disclosure of Confidential Information to only its officers and employees on a need-to-know basis. Provided however that Receiving Party's obligation herein shall not apply to any information which is: (a) already known by either party without an obligation of confidentiality other than pursuant to this Agreement; (b) now or in future becomes known to public without breach of this Agreement; (c) lawfully received

- from a third party without breach of this Agreement; (d) disclosed with prior written approval of Disclosing Party; (e) independently developed without use of Confidential Information; or (f) required to be disclosed, by applicable law, by any regulatory authority, or in a judicial or administrative proceeding.
- 8.2 Upon expiry or termination of this Agreement, Receiving Party shall return or destroy Disclosing Party's Confidential Information in its possession within 10 days of such expiry or termination.
- 8.3 The confidentiality obligations set forth in this clause shall survive for 3 years after termination or expiration of this Agreement.
9. Personal information
- 9.1 Each party agrees to comply with relevant personal data laws and regulations in the country where Services are provided.
- 9.2 Ordering Party understands the risk that any personal information that it sends over internet may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
10. Third party's right
- 10.1 Ordering Party hereby acknowledge and agree that all right, title, and interest in any translated material, receive from Ordering Party, arising out of, or in connection with, performing the Services are the sole and exclusive property of Service Provider.
- 10.2 Ordering Party agrees not to post any materials infringing any third party's rights, including but not limited to copyright, trade secrets or portrait right, through Services. Ordering Party also agrees to be solely liable for any infringement claims (actual or alleged) by any owners of such rights.
- 10.3 Upon receiving any notice of infringement of third party's rights (actual or alleged) from any owners of such rights, Service Provider may take reasonable steps to remove or disable access to the allegedly infringing cached copies from its servers, without any notice to and without liability to Ordering Party, in accordance with its internal policy.
11. No assignment of rights and obligations
Ordering Party shall not assign this Agreement without prior written consent of Service Provider,
- which consent shall not be unreasonably withheld or delayed.
12. Termination
- 12.1 Ordering Party may terminate this Agreement at any time without cause, by giving Service Provider one (1) month's prior notice in writing.
- 12.2 Service Provider may suspend or terminate Ordering Party's access to and use of Services at any time, where Ordering Party is, in Service Provider's sole opinion, a repeat infringer of the terms of this Agreement.
13. Effect of termination
- 13.1 Upon termination of this Agreement, Ordering Party shall pay Service Provider for all Services rendered, up to the last day of this Agreement and there shall be no refund of any pre-paid Service Fees.
- 13.2 Upon termination of this Agreement, Service Provider will: (a) invalidate User IDs used by Ordering Party for Services; (b) disable Ordering Party's login to Services; and (c) delete Data (if any) remaining in Services.
14. Privacy Policy
Ordering Party hereby agrees that the acceptance of terms of this Agreement includes acceptance of Service Provider's privacy policy, the most current version of which is available at http://www.fujixerox.com/eng/common/privacy_policy/, or by contacting Service Provider's designated representative.
15. Governing law
This Agreement shall be governed by and construed in accordance with laws of Singapore. Any dispute will be exclusively and finally settled by Courts of Singapore.
16. Miscellaneous
This Agreement shall be binding upon and shall inure to the benefit of each party, its successors and assigns. Service Provider may, from time to time, subcontract performance of any of its obligations under this Agreement without prior consent of, or notice to Ordering Party.
17. Term
- 17.1 If the Services are purchased from FX Direct (direct.fujixerox.com): The initial term of this Agreement is one (1) year. The term shall be

automatically renewed for successive one (1) year periods unless either the Ordering Party or the Service Provider gives the other party at least one (1) month's notice in advance to cease renewal of the term.

17.2 If the Services are NOT purchased from FX Direct (direct.fujixerox.com): The initial term of this

Agreement shall be set out in the Order Form. Any additional rights and/or obligations to renew or terminate this Agreement, or transfer or extend the term of this Agreement, shall also be set out in the Order Form.

[End of Agreement]