

Terms and Conditions for “Scan Translation” Service Version1: 20230220

1. Definitions

- 1.1. “**Administrator**”: means User who designated by the Ordering Party to administer the User.
- 1.2. “**FUJIFILM BUSINESS INNOVATION’s Multifunction Device**”: means any multifunction device manufactured by FUJIFILM Business Innovation Corp. and/or its affiliates.
- 1.3. “**Service**”: means scan translation services specified in Section (1) on cover page of this Order, in which the Ordering Party have ordered.
- 1.4. “**User**”: means an individual designated by the Ordering Party to use the Services in accordance with this Order.
- 1.5. “**User ID**”: means an Identification Name issued by the Service Provider which enables User to access the Service at any time during the term of the Order.
- 1.6. “**User Dictionary**”: means a feature provided by the Service Provider, enables the Ordering Party to register special words into the User Dictionary.

2. Scope of Services

- 2.1 During the term of this Order and subject to the Ordering Party’s obligations, the Service Provider agrees to provide translation Services to the Ordering Party, which are accessible via the following software and equipment:-
 - (i) FUJIFILM BUSINESS INNOVATION’s Multifunction Devices (except for certain models);
 - (ii) Web browser.
- 2.2 The Ordering Party is advised to pre-save certain special word(s) into the User Dictionary, to facilitate the translation Services.
- 2.3 Subject to clause 7 (Force Majeure), the Service Provider agrees to provide support Services (excluding queries on software and products not manufactured by FUJIFILM Business Innovation Corp.) during the following hours:-
 - (i) For queries via telephone (by the 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.
 - (ii) For queries via e-mail (by the 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 For Services Manual and limitations, please visit

<https://support-fb.fujifilm.com> and search for ‘scan translation service’.

3. Administrator(s)

- 3.1 The Ordering Party shall appoint up to two (2) Administrators to administer User, and up to two (2) persons as their “Designated Contact Persons” who are authorized to make queries on behalf of the Ordering Party. The Ordering Party’s Administrator shall be solely responsible for appointing such persons as Users of Services, and granting access to such Users.
- 3.2 The 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 Order. 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 Order.
- 3.3 If the Ordering Party wishes to use Services via a FUJIFILM BUSINESS INNOVATION’s Multifunction Device, it has to request the Service Provider to install a Special Service Module in such device at the Ordering Party’s own cost.

4. The Ordering Party’s obligations

- 4.1 The Ordering Party shall be responsible for all activities that occur under its User’s account.
- 4.2 The 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. The Service Provider shall not be liable for any loss or damage incurred by the Ordering Party due to a breach of this clause by the Ordering Party.

5. Payment of Fees

- 5.1 The 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 are due net thirty (30) days from the date of invoice. The Ordering Party agrees that any unused fee paid by the Ordering Party to the Service Provider for the Service at the end of the Term of this Order monthly period will be expired and retained by the 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, THE SERVICE PROVIDER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES (AND THEIR EQUIVALENTS UNDER RESPECTIVE APPLICABLE LAW) EXCEPT FOR THOSE WHICH ARE EXPRESSLY PROVIDED IN THIS ORDER, 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 THE SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY THE 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 ORDER OR THE SERVICE PROVIDER'S DISCONTINUATION OF ANY OR ALL SERVICE OFFERINGS.
- 6.3 IN NO EVENT WILL THE 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 THE SERVICE PROVIDER BE LIABLE FOR ANY ACCURACY, SAFETY, AVAILABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF TRANSLATION ARTIFACTS OBTAINED BY USING SERVICES.
- 6.5 IN ANY EVENT, THE SERVICE PROVIDER AND ITS LICENSOR'S AGGREGATE LIABILITY UNDER THIS ORDER WILL BE LIMITED TO THE AMOUNT WHICH THE ORDERING PARTY ACTUALLY PAY THE SERVICE PROVIDER UNDER THIS ORDER FOR THE SERVICE THAT GAVE RISE TO CLAIM DURING TWELVE (12) MONTHS PRECEDING THE CLAIM.
7. Force Majeure Events
the Service Provider shall not be liable to the Ordering Party for any failure to perform any of its obligations under this Order 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 thirty (30) days, this Order may be terminated by either party with seven (7) days' prior written notice. The Ordering Party agrees that the Service Provider does not need to give any refund of Service Fees if Services are suspended due to Force Majeure Event.
8. Confidentiality
- 8.1 Either party to this Order ("Disclosing Party") may from time to time during term of this Order 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 Order; (b) now or in future becomes known to public without breach of this Order; (c) lawfully received from a third party without breach of this Order; (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 Order, Receiving Party shall return or destroy Disclosing Party's Confidential Information in its possession within ten (10) days of such expiry or termination.
- 8.3 The confidentiality obligations set forth in this clause shall survive for three (3) years after termination or expiration of this Order.
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 The Ordering Party understands that there is a 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. The Service Provider shall not be responsible for any loss or damage incurred due to any third party intercept.
10. Third party's right
- 10.1 The Ordering Party hereby acknowledge and agree that all right, title, and interest in any translated material, receive from the Ordering Party, arising out of, or in connection with, performing the Services are the sole and exclusive property of the Service Provider.

- 10.2 The 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. The 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, the 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 the Ordering Party, in accordance with its internal policy.
11. No assignment of rights and obligations
The Ordering Party shall not assign this Order without prior written consent of the Service Provider, which consent shall not be unreasonably withheld or delayed.
12. Termination
- 12.1 Either party may terminate the Services for breach of any clause of the Services of this Order, by giving thirty (30) days' prior written notice specifically identifying the breach, unless the breach is cured within the said thirty (30) day period.
- 12.2 Either party may terminate the Services under this Order at any time without any reason, by giving the other party thirty (30) days' prior notice in writing.
- 12.3 Notwithstanding clauses 12.1 and 12.2 above, the Service Provider may suspend or terminate the Ordering Party's access to and use of Services at any time, where the Ordering Party is, in the Service Provider's sole opinion, a repeat infringer of the terms of this Order.
13. Effect of termination
- 13.1 Early termination under clauses 12.1 and 12.2 due to the Ordering Party and under clause 12.3 by the Ordering Party, the Ordering Party shall pay to the Service Provider any outstanding Service Fees upon such termination and shall not claim from the Service Provider any unused Service Fees from the date of the termination until the end of the Term of the Order.
- 13.2 Upon termination of this Order, the Service Provider will: (a) invalidate User IDs used by the Ordering Party for Services; (b) disable the Ordering Party's login to Services; and (c) delete Data (if any) remaining in Services.
14. Privacy Policy
The Ordering Party hereby agrees that the acceptance of terms of this Order includes acceptance of the Service Provider's privacy policy, the most current version of which is available at https://www.fujifilm.com/fbglobal/eng/common/privacy_policy, or by contacting the Service Provider's designated representative.
15. Governing law
This Order shall be governed by and construed in accordance with the laws of Thailand. Any dispute, controversy, or claim arising out of, relating to, or having any connection with this Order or otherwise related to Services under this Order, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, will be irrevocably submitted to the non-exclusive jurisdiction of the Court of Thailand.
16. Miscellaneous
This Order shall be binding upon and shall inure to the benefit of each party, its successors and assigns. The Service Provider may, from time to time, subcontract performance of any of its obligations under this Order without prior consent of, or notice to the Ordering Party