

## Terms and Conditions for End User

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### CarePAK PLUS SERVICE CONTRACT TERMS & CONDITIONS

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ADMINISTRATOR: Canon U.S.A., Inc.  
One Canon Park  
Melville, NY 11747-3036  
1-[800-OK-Canon]

#### BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE!

*In order to maximize Your benefits, please go to [usa.canon.com](http://usa.canon.com) and register Your Service Contract within 30 days of purchase. Failure to do so may result in significant service delays when You have a Claim.*

[ [www.usa.canon.com/support](http://www.usa.canon.com/support) ]

#### DEFINITIONS

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Throughout this Contract, the following capitalized words have the stated meaning –

**“We”, “Us”, “Our”:** the party or parties obligated to provide service under this Service Contract as the service contract provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21<sup>st</sup> Floor, Cleveland, OH 44114; unless specified otherwise in the SPECIAL STATE REQUIREMENTS section shown at the end of this document (Florida Residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, NY 10038). **“Administrator”, “Canon”:** the entity responsible for administering benefits to You in accordance with the Service Contract provisions, conditions and exclusions, who is Canon U.S.A., Inc., One Canon Park, Melville, NY 11747-3036. **“Retailer”:** the seller that has been authorized by Us to sell this Service Contract to You. **“You”, “Your”:** the purchaser/owner of the Product(s) covered by this Service Contract. **“Original Purchase Price”:** the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as evidenced on Your sales/Canon purchase documentation. **“Product(s)”:** the item(s) which You purchased with and is covered by this Service Contract. **“Contract Purchase Receipt”:** the receipt document (paper or e-mail) provided to You by the Administrator or Retailer as proof of Your Contract purchase that indicates the Term, Deductible, and date in which the Service Contract was purchased; which must be attached to and forms part of this Service Contract. **“Service Contract”, “Contract”:** this terms and conditions document. **“Term”:** the period of time in which the provisions of this Service Contract are valid. **“Claim”:** a demand for payment in accordance with this Contract sent by You to the Administrator or Us. **“Failure”:** the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product. **“Power Surge”:** damages to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source **“Commercial Use”:** any non-residential use; including rental, business, educational and institutional, but not including heavy industrial use.

**Please contact the Administrator, Canon, if You have any questions about this Service Contract.**

#### PRODUCT ELIGIBILITY

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This Service Contract covers Products purchased as new or factory-refurbished and manufactured for use in the United States, which, at the time of Product purchase, included a Canon USA, Inc. limited warranty valid in the United States providing minimum coverage of [90 days] [one year] parts and labor. This Service Contract must be purchased within 90 days of purchase of Your Product. Purchase of this Service Contract is not required to purchase the Product or to obtain financing for the Product. Coverage outlined in this Service Contract only applies to Products not covered under any other insurance warranty, guarantee and/or service contract providing the same benefits as outlined herein. Products must be

purchased from a Retailer, and be solely intended for personal use, and not intended for Commercial Use, or for resale. Accessories, external peripheral devices and/or add-on options are not covered under this Service Contract.

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### YOUR RESPONSIBILITY

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**PRODUCT PROTECTION:** If damage or breakdown of the Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

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### SERVICE CONTRACT TERM

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#### EFFECTIVE DATE OF COVERAGE:

- a) **Damage resulting from Power Surge or Accidental Damage from Handling (“ADH”):** Coverage for damages to Your Product resulting from Power Surge or accidental damage from handling, begins on the date of Product purchase or delivery (if different from Product purchase date), and continues for the Term shown on Your Contract Purchase Receipt.
- b) **Failure resulting from Mechanical/Electrical Breakdown:** Coverage for Failure of Your Product resulting from mechanical or electrical breakdown as described in the definition of “Failure” begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor limited warranty and continues for the remainder of Your Term.

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### WHAT IS COVERED – GENERAL

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In accordance with the SERVICE CONTRACT TERM described above, We agree to procure the necessary services to restore Your Product to standard operating condition at Our discretion; which may result in a replacement of Your originally covered Product in lieu of repair services, if Your Product experiences a Failure (as defined) or damage from accidental damage from handling (“ADH”) or Power Surge (as defined).

If provided to You, a replacement product may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same model. Please refer to the LIMIT OF LIABILITY section for full details regarding Product replacements.

IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER’S LIMITED WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT LIMITED WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER (WHO IS CANON U.S.A., INC.) PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT. Where applicable, technological advances may result in a replacement product with a lower selling price than Your original Product, and no refunds will be made based on the replacement product cost difference.

This Service Contract is valid for repairs or replacement within the United States of America, its territories or Canada.

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### ADDITIONAL BENEFITS INCLUDED IN YOUR PLAN

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In addition to coverage for a Failure, as defined, Your Contract also provides coverage for:

- 1. **ACCIDENTAL DAMAGE FROM HANDLING (ADH):** labor and/or parts required to repair Your Product, or at Our sole discretion, replacement of Your original Product in lieu of repair in consideration of sudden and unforeseen ADH; such as damage resulting from dropping the Product or in association with screen breakage or liquid.
- 2. **NO LEMON GUARANTEE:** Within any consecutive twelve (12) month period, if Your Product has three (3) repairs covered under Your Contract for the same problem and a fourth (4<sup>th</sup>) repair is required for the same problem and considered covered under Your Contract (“Qualifying Service Repairs”), We will replace Your

Product with one of like kind and quality, but not necessarily same model, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the LIMIT OF LIABILITY section. Any repair services performed while Your Product is under its manufacturer's warranty or in association with ADH are not considered to be Qualifying Service Repairs under this benefit.

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### DEDUCTIBLE

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There is no Deductible required to obtain service on Your Product under this Service Contract.

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### OBTAINING SERVICE

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**In order for a Claim to be considered, You will need to first contact the Administrator for approval and a repair authorization number. IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE CONTRACT. The Administrator must validate and provide You with approval (i.e. a repair authorization number) for Your submitted Claim prior to any benefits being considered under this Contract. THIS SERVICE CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.**

If You need to file a Claim under this Service Contract or verify Your coverage, call the Administrator's "Customer Care Center" at 1-[800-OK-Canon] (1-[800-652-2666]). To expedite service, please have Your Contract Purchase Receipt readily available. The Administrator will confirm Your Service Contract coverage and collect any additional information necessary from You and about Your covered Product. When You receive authorization for service on Your Product under this Contract, You will also receive further instructions on how to obtain such service. In general:

- *If Your covered Product is a camera, video, lens, flash, projector or binoculars, You can also arrange for service under this Contract online by visiting the Administrator's "Product Repair Page" at [www.usa.canon.com/support](http://www.usa.canon.com/support).*
- *If Your covered Product is a printer, scanner or multifunction printer, the Administrator is unable to authorize service for these particular products through its website; You must call the Administrator's Customer Care Center at 1-[800-OK-Canon] (1-[800-652-2666]) to initiate service.*

Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless the Administrator instructs You to do so. If You are instructed by the Administrator to transport or ship Your Product, be sure to include the following with Your Product: (1) a copy of Your Contract Purchase Receipt, (2) a brief written description of the problem You are experiencing with the Product, and (3) a prominent notation of Your repair authorization number that the Administrator gave You. Please use caution when transporting and/or shipping Your Product as directed by the Administrator, as We are not liable for any freight charges or damages due to improper packaging by You or Your representative.

If Your Term expires during the time of an approved Claim, Your coverage under the Contract will be extended until the date in which Your approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Service Contract.

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### LIMIT OF LIABILITY

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During the Term of Your Service Contract, the maximum amount that We are obligated to pay for services in connection with all Claims pursuant to this Service Contract is:

- One Product replacement for a covered Claim for ADH damage (in which Your replacement product is ineligible for continued coverage under Your original Contract); OR
- Two (2) Product replacements for covered Claims for Power Surge or Failures, as defined (in which Your replacement products are automatically covered under Your original Contract for the remainder of Your Term);

Whichever occurs first.

Once the first limit has been met, Our obligation under this Contract is considered fulfilled in its entirety and coverage ends.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

## **WHAT IS NOT COVERED (GENERAL EXCLUSIONS)**

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### **THIS SERVICE CONTRACT DOES NOT COVER:**

- 1. LOSS OF OR DAMAGE TO THE COVERED PRODUCT RESULTING FROM: ABUSE (MEANING THE INTENTIONAL TREATMENT OF THE COVERED PRODUCT IN A HARMFUL, INJURIOUS, MALICIOUS OR OFFENSIVE MANNER WHICH RESULTS IN ITS DAMAGE AND/OR FAILURE), MISHANDLING, IMPROPER PACKAGING BY YOU, ALTERATION, COLLISION WITH OR OF ANOTHER OBJECT, ELECTRICAL CURRENT FLUCTUATIONS (OTHER THAN THAT WHICH IS EXPLICITLY DEFINED AS POWER SURGE IN THE DEFINITIONS SECTION), FAILURE TO FOLLOW OPERATING, MAINTENANCE OR ENVIRONMENTAL INSTRUCTIONS PRESCRIBED IN THE COVERED PRODUCT'S MANUFACTURER OWNER'S MANUAL OR SERVICE PERFORMED BY ANYONE OTHER THAN A SERVICER AUTHORIZED BY CANON.**
- 2. SERVICE, REPAIR OR REPLACEMENT NECESSITATED BY THE USE OF PARTS OR SUPPLIES (OTHER THAN THOSE SOLD BY THE COVERED PRODUCT'S ORIGINAL MANUFACTURER) WHICH DAMAGE THE COVERED PRODUCT OR CAUSE ABNORMALLY FREQUENT SERVICE CALLS OR SERVICE PROBLEMS.**
- 3. SERVICE, REPAIR OR REPLACEMENT OF THE COVERED PRODUCT IF ITS SERIAL NUMBER OR MANUFACTURER DATING HAS BEEN ALTERED OR REMOVED.**
- 4. SERVICE, REPAIR OR REPLACEMENT OF ANY COVERS, LIDS OR TRIM PARTS, OR OF ANY CONSUMABLE ITEMS; INCLUDING WITHOUT LIMITATION: INK CARTRIDGES, INK TANKS AND DISPOSABLE PRINT HEADS.**
- 5. PREVENTIVE MAINTENANCE.**
- 6. SERVICE, REPAIR OR REPLACEMENT OF ANY OTHER ITEM, EQUIPMENT OR SOFTWARE THAT MAY BE INCLUDED WITH OR CONNECTED TO THE COVERED PRODUCT.**
- 7. ON-SITE OR IN-HOUSE SERVICE OR REPAIR OF THE COVERED PRODUCT.**
- 8. ANY ITEM THAT IS PURCHASED OUTSIDE OF THE UNITED STATES OF AMERICA.**
- 9. SERVICE, REPAIR OR REPLACEMENT OF A COVERED PRODUCT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES OR CANADA.**

- 10. PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (MEANING A CONDITION THAT, WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO THE MECHANICAL FITNESS OF THE COVERED PRODUCT BEFORE ISSUANCE OF THIS SERVICE CONTRACT).**
- 11. COSMETIC DAMAGE (MEANING DAMAGES OR CHANGES TO THE PHYSICAL APPEARANCE OF THE PRODUCT THAT DOES NOT IMPEDE OR HINDER THE PRODUCT'S NORMAL OPERATIONAL FUNCTION; SUCH AS SCRATCHES, ABRASIONS, OR CHANGES IN COLOR, TEXTURE, OR FINISH), RUST, CORROSION, WARPING, BENDING OR EXPOSURE TO WEATHER CONDITIONS.**
- 12. ANY KIND OF MANUFACTURER RECALL OR REWORK ORDER ON THE COVERED PRODUCT THAT THE MANUFACTURER IS RESPONSIBLE FOR PROVIDING, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS.**
- 13. BREAKDOWN OR DAMAGE THAT IS COVERED UNDER ANY OTHER INSURANCE, WARRANTY, GUARANTEE AND/OR SERVICE CONTRACT PROVIDING THE SAME BENEFITS AS OUTLINED IN THIS SERVICE CONTRACT.**
- 14. ANY ACCESSORIES, EXTERNAL PERIPHERAL DEVICES AND/OR ADD-ON OPTIONS.**
- 15. ANY CLAIM THAT HAS NOT BEEN PRIOR AUTHORIZED BY THE ADMINISTRATOR OR US.**

**YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH SOFTWARE OR DATA TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM YOUR PRODUCT.**

**IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU MAY BE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.**

#### **OUR RIGHT TO RECOVER PAYMENT**

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If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

#### **CANCELLATION**

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You may cancel this Service Contract at any time by informing the Administrator, Canon, of Your cancellation request. If such request is within 30 days of the purchase of this Service Contract, You will receive a 100% refund of the Service Contract purchase price paid by You, less the amount of any Claims paid by Us. If such request is made after 30 days of the purchase date of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less the amount of any Claims paid by Us and less an administrative fee not to exceed 10% of the Service Contract purchase price, or \$25.00, whichever is less. In no event will any imposed administrative fee exceed twenty-five dollars (\$25.00).

We may only cancel this Service Contract for the following reasons: 1) non-payment of the Service Contract fee by You; 2) material misrepresentation by You to Us; or 3) substantial breach of duties by You under this Service Contract in relation to the covered Product or its use. If We cancel this Service Contract, We must provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as necessary), with the reason for and effective date of such cancellation. If We cancel this Service

Contract, You will receive a pro-rata refund based upon one-hundred percent of any unearned Service Contract fee paid by You, minus any Claims paid by Us.

NOTICE: These CANCELLATION provisions apply to the original purchaser of this Service Contract only.

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### GUARANTY

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This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038.

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### TRANSFERABILITY

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If You are the original purchaser of this Service Contract and wish to transfer coverage under this Service Contract to a different owner, You may initiate a one-time transfer of ownership by calling the Administrator at 1-[800-OK-Canon] (1-[800-652-2666]). You will be required to provide Your activation number located on Your Contract Purchase Receipt and a copy of Your Product purchase receipt (if provided separately). *Transferability is determined at Canon's discretion, as approved by Us, and may not be available with all Products. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.*

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### ENTIRE AGREEMENT

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This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

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### SPECIAL STATE REQUIREMENTS

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**Regulation of service contracts may vary widely from state to state. Any provision within this Service Contract which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.**

**Alabama:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. Northcoast Warranty Services, Inc. is the Provider under this Service Contract. RENEWABILITY – This Service Contract is not renewable.

**Arizona:** **CANCELLATION** - No claims incurred or paid will be subtracted from any refund. **WHAT IS NOT COVERED** - Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded.

**Arkansas:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator at 1-[800-OK-Canon] (1-[ 800-652-2666]) to obtain a repair authorization number prior to having any repairs made to Your Product. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure without prior authorization. However, You must call the Administrator as soon as reasonably possible. Failure to call in and report the claim will result in non-payment.

**California:** This Service Contract may be cancelled by the Service Contract holder for any reason, including, but not limited to, the Product covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within thirty (30) days and You have made no claims against the Service Contract, You will be refunded the full Service Contract price; or if Your Service Contract is cancelled by written notice after thirty (30) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Contract price or twenty-five dollars (\$25), whichever is less.

Canon U.S.A., Inc., (License No. S-5067) is the Service Contract Administrator and Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor for this Service Contract.

**Colorado:** CANCELLATION is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

**Connecticut:** In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Equipment, the cost of repair of the Equipment and a copy of the warranty Service Contract. You may cancel Your Service Contract if the covered Equipment is sold, lost, stolen, or destroyed.

**Florida:** This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Contract by informing the selling dealer or the Administrator. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia:** WHAT IS NOT COVERED – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. CANCELLATION is amended as follows: The Administrator may not cancel this Service Contract except for fraud by You, material misrepresentation by You, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If You cancel this Service Contract within 30 days of the purchase of this Service Contract and have not incurred any claims, You will receive a 100% refund of the Service Contract purchase price paid by You. If such request is made after 30 days of the purchase date of this Service Contract or You have incurred paid claims within 30 days of the purchase of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less an administrative fee not to exceed 10% of the pro-rate refund amount or \$25.00; whichever is less. In no event will claims be deducted from any refund. This Service Contract will be interpreted and enforced according to the laws of the state of Georgia.

**Hawaii:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

**Illinois:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

**Indiana:** Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

**Maine:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

**Maryland:** CANCELLATION is amended as follows: No cancellation fee shall apply. If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

**Massachusetts:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

**Michigan:** If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

**Minnesota:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

**Missouri:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Contract purchase price. No cancellation fee will apply. In no event will claims paid be deducted from any refund.

**Nevada:** This Service Contract is not renewable. If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Contract price will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee, no administrative fee will be deducted. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. In no event will claims be deducted from any refund. Under **OBTAINING SERVICE** the last sentence is deleted and replaced as follows: This Contract will not cover any unauthorized or non-manufacturer recommended modifications to Your Product, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if Your Product is modified in a manner that is not recommended by the manufacturer of Your Product, this Contract will continue to provide any applicable Coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising there from, unless such Coverage is otherwise excluded by the terms of this Contract.

**New Hampshire:** In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

**New Jersey:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

**New Mexico:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within sixty (60) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

**New York:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

**North Carolina:** CANCELLATION is amended as follows: Any cancellation fee shall not exceed the lesser of ten percent (10%) of the pro rata refund amount or twenty-five (\$25.00) dollars. We may cancel this Service Contract only for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

**Oklahoma:** The Service Warranty Association is Northcoast Warranty Services, Inc., Oklahoma Identification #864299. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of the provider fee shall be based upon ninety percent (90%) of the unearned pro-rata provider fee less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of



the provider fee shall be based upon one hundred percent (100%) of unearned pro-rata provider fee less the actual cost of any service provided under the service warranty contract.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You.

**South Carolina:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**Texas:** Canon, USA, Inc. Service Contract Administrator No. 330. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a twenty-five dollar (\$25) administrative fee and less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your cancellation request to the provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Contract is canceled. These provisions apply only to the original purchaser of the Service Contract. If We cancel this Service Contract, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Contract Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. If We cancel this Service Contract, no cancellation fee shall apply.

**Utah:** The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Contract for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator at 1-[800-OK-Canon] (1-[ 800-652-2666]) to obtain a repair authorization number prior to having any repairs made to Your Product. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure without prior authorization. However, You must call the Administrator as soon as reasonably possible. Failure to call in and report the claim will result in non-payment.

**Washington: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038.** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. In the event We cancel this Service Contract, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the "WHAT IS NOT COVERED" section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Service Contract at any time. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If We cancel for any reason other than nonpayment, then We shall refund 100 percent of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Contract purchase price paid.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service

Contract applies only to the original purchaser of the Service Contract. If the refund is not paid or credited within forty-five (45) days after return of the Service Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which We shall add to the amount of the refund.

For service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this service Contract within such period, We shall refund 100 percent of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price paid.

If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. Unauthorized repairs may not be covered. The **GUARANTY** section is amended to include: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract Purchase Price or, if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

**Wyoming:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use.

**Log onto the Administrator's website at [www.usa.canon.com/support](http://www.usa.canon.com/support) or Call 1-[800-OK-Canon] to obtain a copy of these terms & conditions.**

CONFIDENTIAL

## Data Recovery Service Plan Terms and Conditions

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### RESCUE SERVICE PLAN Removable Flash Memory Terms & Conditions

**IMPORTANT: THIS SERVICE PLAN IS ONLY AVAILABLE FOR EQUIPMENT THAT HAS BEEN PURCHASED EITHER CONCURRENTLY WITH OR WITHIN THIRTY (30) DAYS OF THE SERVICE PLAN PURCHASE DATE SHOWN ON YOUR SERVICE PLAN SALES RECEIPT. IF YOU PURCHASED THIS SERVICE PLAN MORE THAN THIRTY (30) DAYS AFTER THE EQUIPMENT PURCHASE DATE, PLEASE CONTACT US IMMEDIATELY FOR A FULL REFUND OF ANY/ALL SERVICE PLAN FEES PAID BY YOU. REFER TO THE "WHAT IS NOT COVERED" SECTION FOR A LIST OF FULL EXCLUSIONS.**

**CONGRATULATIONS!** Thank You for Your recent purchase of the RESCUE Service Plan (the "**Service Plan**"). We hope You enjoy the added comfort and protection this Service Plan provides. By purchasing this Service Plan, You agree that these terms and conditions govern any service or benefit offered or attempted under this Service Plan. Please keep these Service Plan terms and conditions in a safe place along with the sales receipt/invoice that You received when You purchased this Service Plan and the original receipt for Your Equipment purchase (if purchased separately from this Service Plan), as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Plan. From the day You purchase this Service Plan, We and Our authorized representatives, will assist You in understanding Your Service Plan benefits.

**KEY TERMS:** Throughout these Service Plan terms and conditions, the words "**We**", "**Us**" and "**Our**" mean the party or parties obligated to provide service under this Service Plan, who is After, Inc., P.O. Box 850, Fairfield, CT 06824, 1-800-261-9859. "**You**" and "**Your**" refer to the purchaser of the Equipment covered by this Service Plan, or to the person to whom this Service Plan was properly transferred. "**Retailer**" means the seller that has been authorized by Us to sell this Service Plan to You. "**Service Plan Purchase Price**" means the amount paid by You for this Service Plan; excluding any applicable taxes and/or fees, as evidenced on Your Service Plan sales receipt. "**Equipment**" means the SD, MicroSD, CompactFlash, memory sticks, thumb drives, or other removable flash memory which stores data electronically which You purchased and which stores the data that is covered by this Service Plan. Coverage is limited to a removable flash memory storage device per Service Plan as designated through the registration of Equipment at the time of Service Plan registration. "**OEM**" refers to the Original Equipment Manufacturer of Your covered Equipment. "**Pre-Existing Condition**" means an issue that existed with Your Equipment prior to the issuance of this Service Plan.

**PRODUCT ELIGIBILITY:** Equipment eligible for coverage under this Service Plan must be purchased as new and manufactured for use in the United States (which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States). **IMPORTANT NOTE: ANY FLASH DATA STORAGE DEVICES THAT ARE NOT FULLY REMOVABLE FROM THE DEVICE IN WHICH IT IS CONTAINED FOR THE COLLECTION OF DATA; AND ANY SSD OR HARD DISC DRIVE STORAGE DEVICES; AND ANY AND ALL PRE-EXISTING CONDITIONS ARE NOT ELIGIBLE FOR COVERAGE UNDER THIS SERVICE PLAN.** You may also contact Us for assistance in determining whether Your media storage device is eligible for coverage.

In the event You inadvertently purchase a Service Plan for Equipment not eligible for coverage, We will provide You with a full refund of the Service Plan purchase price and coverage shall be deemed null and void. Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment are not eligible for coverage.

**SERVICES PROVIDED:** We agree to have services performed that are designed to retrieve, while minimizing the damage to, the media files and/or data on Your Equipment in the event Your Equipment fails to perform during the term of this Service Plan. **YOU ACKNOWLEDGE THAT THE EQUIPMENT MAY BE DAMAGED PRIOR TO OUR RECEIPT, AND YOU FURTHER ACKNOWLEDGE THAT OUR EFFORTS TO COMPLETE THE SERVICES MAY RESULT IN FURTHER DAMAGE TO OR THE DESTRUCTION OF THE EQUIPMENT WHICH MAY VOID THE EQUIPMENT OEM WARRANTY.** To the extent possible, You should back up accessible data on Your Equipment *before* submitting it for service under this Service Plan. If the damage sustained to Your original Equipment is covered by the OEM warranty, then the OEM is responsible for providing You with a replacement device in accordance with the terms of the OEM warranty. In such instances, You have the opportunity to transfer the remaining coverage term under this Service Plan to that replacement device. *IMPORTANT: Any services performed under this Service Plan is not a guarantee that lost data will be recovered; however, all reasonable efforts will be used to recover Your data through methods further explained below.*

Under this Service Plan, Your Equipment is eligible for three (3) data recovery attempt during the term of coverage and pursuant to the terms and conditions of this Service Plan. This Service Plan does not provide coverage for any of the losses set forth in the section titled "WHAT IS NOT COVERED".

You will be asked to ship Your Equipment to Our designated laboratory facility to attempt the retrieval of Your data. When You ship Your Equipment to the laboratory facility, You must use the original Equipment packaging or packaging that provides an equal or greater level of protection for Your Equipment to prevent any further damage to the Equipment during shipping. We will provide you with packaging if needed, however, You are responsible for any risk of loss of the Equipment until it is received at the laboratory facility. For more information please contact Us at 1-800-261-9859. We will pay the shipping costs associated with shipping Your Equipment to the laboratory facility, as well as the cost of shipping Your original Equipment and/or other data storage media containing data recovered from Your original Equipment back to You. Upon receipt of Your original Equipment at the laboratory facility, We will take the following action(s):

- a. **RECOVERY EFFORT:** We will attempt to recover Your lost data and files.
- b. **RETURN OF RECOVERED DATA:** Your recovered data will be loaded on a media storage device or, with your permission, and at Our option, may be loaded into a cloud-based data storage location, and returned to You.
  - i. *Media Storage Device or cloud-based data storage location provided by the Us:* We are responsible for procuring the appropriate media storage device at no cost to You, or at Our option with Your prior permission, a cloud-based data storage location which shall be made available to You at no cost for a period of at least 30. We, at our sole discretion, will provide the recovered data back to You on the media device of Our choice.
  - ii. *Media Storage Device provided by You:* In the event You wish to provide Us with a media storage device of Your preference, You will be responsible for procuring such storage device and shipping it to Us; *including any incidental* costs associated with the shipment. Your preferred media storage device must be approved by Us, to ensure type and capacity is appropriate for the size of data that may be recovered.
- c. **DISPOSAL OF YOUR DEFECTIVE EQUIPMENT:** Because data recovery efforts utilizing the data recovery service may render Your Equipment inoperable, Your original Equipment will be subject to secure disposal following a data recovery attempt, unless You request that We return the inoperable original Equipment back to You at the time of making the claim.

**UNRECOVERABLE DATA:** In some cases Your data may not be recoverable. In such instances, You will be entitled to reimbursement of the purchase price of this Service Plan; which may be in the form of a retail gift card, at Our sole discretion, and We shall then be discharged from any further obligations under this Service Plan (the "Unrecoverable Data Reimbursement"). The Unrecoverable Data Reimbursement shall NOT apply in instances where partial recovery of Your lost data was successful; there must be a complete loss and non-recovery of data from Your Equipment to be eligible.

**WHAT TO DO IF YOUR EQUIPMENT REQUIRES SERVICE:** Call Us at 1-800-OK-CANON and explain the problem. You will be instructed on the next steps for filing a claim under this Service Plan and for scheduling an appointment with a qualified technician to provide service under a Remote Data Recovery attempt. For faster service, please have Your dated proof of purchase (sales receipts) and Service Plan number available when You place the call. You may be required to provide a copy of Your proof of purchase for Your Service Plan and Equipment (sales receipts) at time of service. NOTE: THIS SERVICE PLAN MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED ATTEMPTS TO RETRIEVE THE DAMAGED OR LOST DATA. Service will be provided during normal business hours and in the USA only.

**TERM OF COVERAGE:** Coverage under this Service Plan begins on the date of Service Plan purchase or Equipment delivery date (if later) and continues for the period of time specified on Your Service Plan sales receipt; subject to the terms and conditions stated herein.

#### **LIMITATION OF LIABILITY:**

You acknowledge upon the initiation of any services provided by Us hereunder that the Equipment, media and/or data, is now damaged and You acknowledge that Our efforts to analyze the damage, prepare for and perform the services we believe are necessary or advisable may result in the destruction of or further damage to the Equipment, media and/or data. We hereby state and You, by submitting or permitting Us access to the Equipment to perform the services described in this Service Plan, acknowledge that due to the damaged condition of Your Equipment, media and/or data, and the uncertain nature of the type and extent of such damages, We cannot and do not assume responsibility for any additional damage that may occur to Your Equipment, media and/or data during Our attempts to recover your data.

Our maximum liability in connection with all claims processed pursuant to the terms and conditions of this Service Plan shall not exceed the MSRP of the covered Equipment (the "Maximum Liability Limit") or replacement of the covered Equipment; whichever is lower. In the event the aggregate sum of all claims processed under this Service Plan equals the MSRP of the covered Equipment or We replace Your Equipment for any reason, Our obligations under this Service Plan shall be considered fulfilled in their entirety and We shall have no further obligation to service the Equipment (original or replacement piece) under this Service Plan. In no event will We be liable for any damages whatsoever that are in excess of the Maximum Liability Limit, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, property damage, lost time, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the services performed pursuant to this Service Plan. This limitation will apply even if We or any of Our respective authorized entities, affiliates, dealers, agents, suppliers,

or representatives have been advised of the possibility of such damage. By requesting the services described in this Service Plan You acknowledge that the charges reflect this limitation of liability and allocation of risk.

**WHAT IS NOT COVERED:**

1. This Service Plan does not provide coverage for attempted data recovery, loss or damage to Your Equipment caused by or resulting from any of the following, unless otherwise explicitly stated below:
  - a. Pre-Existing Conditions;
  - b. Mechanical, electrical or operational breakdown of Your Equipment – OUR LIABILITY IS SOLELY LIMITED TO THE RECOVERY ATTEMPT OF YOUR LOST OR DAMAGED DATA, AND WE SHALL NOT BE RESPONSIBLE FOR REPAIRING OR REPLACING YOUR ORIGINAL EQUIPMENT, ALTHOUGH IN CERTAIN SITUATIONS WE RESERVE THE RIGHT TO STORE RETRIEVED DATA ON A COMPARABLE MEDIA DEVICE;
  - c. Collision with or explosion of another object;
  - d. Unauthorized repairs, improper installation or attachments or transportation damage;
  - e. Lack of manufacturer specified maintenance or improper equipment modifications; and
  - f. Vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, or acts of nature or any other external peril originating from outside the Equipment.
  
2. This Service Plan does not provide coverage for any of the following equipment, products, or equipment components:
  - a. Any flash data storage devices that are not fully removable from the device in which it is contained for the collection of data;
  - b. Any Solid State Drive (SSD) or hard disc drive (HDD) storage devices;
  - c. Equipment sold without a manufacturer's/retail warranty or sold "as is;"
  - d. Public rental equipment or products used in communal settings (use of Equipment for these purposes will cause this Service Plan to provide no coverage).
  
3. This Service Plan does not provide coverage for any of the following costs, expenses or services:
  - a. Data recovery services when such are covered by manufacturer's recall; manufacturer's factory bulletins; insurance; or another service agreement;
  - b. Cleaning, preventative maintenance, or customer education expenses related to the Equipment, or any resultant damage caused by such;
  - c. Service required as a result of any alteration of the Equipment, or repairs made by anyone other than a servicer authorized by Us, or the use of supplies other than those recommended by the manufacturer;
  - d. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the Equipment;
  - e. Expenses incurred from the dismantling or reinstallation of fixed infrastructure when removing Your Equipment from, or installing an alternate media device into, a custom installation;
  - f. Any perceived or actual monetary value associated with lost data, except to the extent covered under this Service Plan;
  - g. Repairs to or replacements of any tangible equipment or property;
  - h. Indemnification or payment for damages to any property caused by or arising from fortuitous events; and
  - i. Service outside of the United States of America or its territories.

**OUR RIGHT TO RECOVER EXPENSES:** If You have a right to recover against another party for any expenses We have incurred to perform the Services under this Service Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights.

**CANCELLATION:** You may cancel this Service Plan by informing Us of Your cancellation request within 30 days of the purchase of the Service Plan and You will receive a 100% refund of the Your Service Plan Purchase Price, unless you have submitted Equipment for a data recovery in which case this Service Plan is fulfilled. If Your cancellation request is made more than 30 days from the date of purchase of this Service Plan, You will receive a pro-rata refund of Your Service Plan Purchase Price. When applicable, You shall be entitled to the Unrecoverable Data Reimbursement outlined in the "SERVICES PROVIDED – UNRECOVERABLE DATA" section. If We cancel this Service Plan, We may only cancel for the following reasons: 1) non-payment of the Service Plan fee; 2) material misrepresentation by You to Us; or 3) a substantial breach of duties by You under this Service Plan in relation to the covered Equipment or its use. Additionally, We must provide You written notice at least 15 days prior to the effective date of cancellation; such notice will be sent to Your current email address in Our file (or physical address if necessary as decided by Us), with the effective date of cancellation and reason for cancellation. If We cancel this Service Plan, You will receive a refund based upon one-hundred percent of the pro-rata Service Plan Purchase Price paid by You.

**RENEWABILITY:** If You wish to renew coverage under this Service Plan, please contact Us prior to the expiration of Your current Term to initiate Our renewal process. *Renewability is determined at Our sole discretion and may not be available.*

**TRANSFERS:** If You wish to transfer coverage under this Service Plan to a different owner or a replacement device which may have been provided by the OEM, please contact Us to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Plan only.*

**DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute arising out of or related to these Program Terms or any data recovery services requested or attempted hereunder through good faith negotiation. To the extent permitted by applicable law, if the parties are unable to resolve the dispute through good faith negotiation, then the dispute will be submitted to final and binding arbitration with the Judicial Arbitration and Mediation Services. Each party will bear its own costs in arbitration, provided that We reserve the right, in Our discretion, to pre-pay certain fees You may incur in connection with the arbitration subject to refund if You do not prevail. **Both parties waive their rights to a jury trial.** All proceedings will take place in New York County, New York, USA. The laws of the State of New York will exclusively govern these Terms and Conditions and Our provision of any data recovery services, without regard to New York's conflicts of laws rules. You consent to the exclusive jurisdiction of the courts located in New York County, New York, USA.

**IMPORTANT CONSUMER INFORMATION:** If Your Equipment is exchanged by the OEM or Retailer, You should advise Us as soon as practicable the make, model, and serial number of the exchanged product. You can do this by either calling Us at 1-800-OK-CANON, or by writing us at Customer Support, One Canon Park, Melville, NY 11747.. Please note that in the event of such exchange, the term of Your originally purchased Service Plan remains in effect and does not automatically extend.

**LEGAL RIGHTS; INDEMNITY:** You warrant that You are the legal owner or the authorized representative of the owner of the Equipment and data submitted to Us for service under this Service Plan. You warrant that the data on the Equipment is legal and that You have the unrestricted legal right to (a) grant access to the data, (b) have the data recovered and reproduced on a backup medium, (c) receive the recovered data, and (d) agree to these Service Plan Terms. You will defend, indemnify, and hold Us (including the directors, officers, employees, agents, delegates, and Our contractors, respectively) harmless from any claims or actions relating to the Equipment or data, or Your rights or lack of rights thereto.

**COMPLIANCE WITH LAWS:** You agree to comply with all such laws and regulations and all other applicable laws, statutes, ordinances and regulations relating to the use of recovered media or data on Your Equipment. You acknowledge that a violation of the terms and conditions of this section could subject You to criminal or civil penalties. The media files or data licensed or provided, or services provided, under this program, which may include technology and software, are subject to the customs and export control laws and regulations of the U.S. and may also be subject to the customs and export laws and regulations of the country in which Your Equipment is manufactured or received. Further, under U.S. law, such goods may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. You warrant You are not a restricted end-user or involved in any of the restricted activities described above, and that You will comply with and abide by these laws and regulations. We reserve the right to refuse service for, or return back to You, any Equipment that has been determined to violate these regulations.

**CONFIDENTIALITY OF YOUR DATA:** We will use any information provided by You only for the purposes of fulfilling Our obligations under this Service Plan and will use Our best efforts to hold Your information in the strictest confidence while it is in Our possession, unless otherwise required by law or directed by law enforcement officials.

**DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES:** WE PROVIDE THIS SERVICE PLAN AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER "AS IS," WITH ALL FAULTS, AT YOUR SOLE RISK. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING THIS SERVICE PLAN OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO THIS SERVICE PLAN.

**ENTIRE AGREEMENT:** This Service Plan; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

**THIS AGREEMENT IS NOT A SERVICE CONTRACT OR AN INSURANCE POLICY, CERTIFICATE OR CONTRACT. THIS AGREEMENT DOES NOT PROVIDE (A) REPAIRS TO OR REPLACEMENTS OF ANY TANGIBLE EQUIPMENT OR PROPERTY; WHETHER OR NOT SUCH DAMAGES ARISE FROM A MANUFACTURER DEFECT OR NORMAL WEAR AND TEAR, OR (B) INDEMNIFICATION OR PAYMENT FOR DAMAGES TO ANY PROPERTY CAUSED BY OR ARISING FROM FORTUITOUS EVENTS.**

## Contact Information

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- For any customer escalations or critical issues:
  - Contact the sales account manager for your store
  - Todd Packer – Senior Manager, Customer Support Operations
    - [tpacker@cusa.canon.com](mailto:tpacker@cusa.canon.com) or 631.330.4898
  - Walter Inglesby – Advisor, Customer Support Operations
    - [winglesby@cusa.canon.com](mailto:winglesby@cusa.canon.com) or 631.330.4782
- Any customer concerns or questions can be directed to the Canon support 1-800-OK-CANON or through our website [www.usa.canon.com/support](http://www.usa.canon.com/support)

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