

Terms of imageWARE Remote Service

If your Canon imageCLASS product is enabled with embedded functions for the imageWARE Remote Diagnostic Service (“iWR”), or your product is not iWR enabled but it interacts with the iWR Remote Diagnostic System (“RDS”) Plug-In program of imageWARE Enterprise Management Console (“EMC”) software, then Canon USA, Canon Canada or their respective authorized independent Canon retail dealers can access Product meter readings and receive notifications of certain automated meter information, device error monitoring and supply replenishment notices automatically via the internet. You can read more about iWR in Canon published materials available from your dealer or on the web sites of Canon USA (www.usa.canon.com) or Canon Canada (www.canon.ca). iWR will only collect and transmit Product specific meter readings and service data, and will not access, collect or transmit your image content data in the Product.

Your instruction to Canon USA, Canon Canada or your dealer to activate iWR (embedded or Plug-In) for a Product shall be considered (i) a representation that you have an internal IP network and internet access available on a generally continuous basis; (ii) authorization by you to establish, and perform during the period of iWR activation, HTTPS communications using your network bandwidth for transmissions over the internet of use and service data accumulated by the Product and send iWR notice emails to Canon USA, Canon Canada or your dealer, and (iii) authorization by you to store, analyze and use this data for purposes related to servicing the Product and for Product and iWR improvement.

By so instructing Canon USA, Canon Canada or your dealer, you shall also be considered to acknowledge that (A) the iWR software (embedded or Plug-In) is the confidential property of Canon USA and its licensor; (B) you have no rights in such iWR software (except as the Product executes the limited data collection and transmission functions for which it is configured when delivered and you obtain the benefits of iWR as outlined in Canon published materials), (C) you shall not disassemble, decompile, reverse engineer, disclose or attempt to copy such iWR software, allow any third party to do any of the foregoing or transfer your limited rights to any other party without the prior written approval of Canon USA or Canon Canada; and (D) there are many factors outside the control of Canon USA, Canon Canada or their respective dealers that could affect the accuracy or timing of meter readings or service data harvested by iWR and, except as expressly provided in the limited warranty statement for the Product or End-User License Agreement for EMC software, in the case of the iWRRDS Plug-In program, neither Canon USA, Canon Canada nor their respective dealers shall be responsible for alleged deficiencies in, or your dissatisfaction with, iWR or any software used to provide iWR.

If your dealer ceases to be an authorized Canon USA dealer, it will no longer have access to the use and service data accumulated by iWR for your Product. In that case, you may request or instruct to Canon USA to recommend to you an alternative service provider who will have access to this data in order to maintain Product service utilizing iWR functionality.