

Canon Professional Services Program Terms and Conditions: Silver Membership

I (“Member”) am applying for a Silver Membership in the Canon Professional Services Program (“CPS” or the “Program”) and hereby agree to the following terms and conditions (“Terms and Conditions” or “Agreement”):

1. In order to be eligible for Silver Membership, an applicant must:
 - a. Be a full-time, self-employed individual, or an employee of a professional imaging business, who has a direct role in the creation of moving or still images for third parties on a professional basis.
 - b. Be a legal resident of the 50 United States, or the District of Columbia, who is at least 18 years of age at the time of enrollment.
 - c. Have earned ten(10) Product Points under the Program (Product Points are earned based on the eligible products you purchase. Point values for individual products are subject to change without notice).
2. All applications are subject to approval by Canon U.S.A., Inc. (“Canon”), in its sole discretion. Canon reserves the right to confirm that the prospective member’s application information is accurate and may require additional proof upon request. Canon may reject any applicant in its sole discretion, with or without reason. Applicants are not eligible for membership if they have been previously expelled or terminated from any current or previous Canon program including the current, and any predecessor, CPS Program.
3. Applicant hereby represents and warrants that all information submitted with their application is true and accurate. Any misrepresentation may result in immediate termination of membership with no refund of the annual membership fee.
4. If accepted into the Program, Canon will provide the benefits specific to the Silver Membership level as detailed in the Benefits Section below. If Member desires to upgrade their Program Membership level, they must reapply for such upgraded level and pay the full amount of the upgraded membership fee.
5. The initial term of enrollment in the Program is one (1) year from the date applicant accepts the Terms and Conditions and pays the membership fee (although some benefits may start 24 hours after the start of such initial term). After the initial term, the membership term is one (1) year from the expiration date of the prior term if renewed prior to the end of my prior term (the initial term and all renewal terms are collectively referred to herein as the “Term”). If there is no renewal prior to the end of the Term, then, notwithstanding this Section 5, the Term will be one (1) year from the date the member’s membership is renewed.
6. Members will keep their CPS Account information up to date, including current mailing address (and home address if it differs from Member’s mailing address), phone number (mobile and home) and email. If Member does not keep their mailing address, phone number and email address up to date, Canon is not responsible for notices not received. Member must have internet access and the required browser software to enable Member to navigate the Canon CPS website throughout the Term and to receive all notices and messages from Canon CPS.
7. Canon may change or otherwise modify the Program at any time by posting updated Terms and Conditions on the Canon CPS website. Should Canon terminate the Program prior to the expiration of the Term, all membership benefits will be terminated and there will be no refund of annual membership fees.
8. Member understands and agrees that failure to adhere to any of these Terms and Conditions may result in termination of Member’s membership by Canon. In such event, Member will not be entitled to any refund of annual membership fees.

Canon Professional Services Program Terms and Conditions: Silver Membership

9. Member acknowledges that Canon makes no warranties or representations of any kind with respect to the prospects for any business relationship between Member and Canon as a result of this Agreement. Nothing in this Agreement will be deemed to create a partnership, joint venture or relationship of employment between Member and Canon.
10. This Agreement and the membership benefits afforded hereunder may not be assigned or otherwise transferred by Member, and any attempted assignment or transfer will be void.
11. Benefits
 - a. Membership Benefits
 - i. Introductory Membership Welcome Kit: Welcome Letter and CPS Member Card.
 - ii. Access to CPS Hotline number ("CPS Hotline") with domestic and international phone support (excluding Canon observed holidays and periods where unavailability is due to circumstances beyond Canon's control).
 - iii. Onsite event support, as listed on the CPS website events calendar.
 - b. Priority Telephone Support:
 - i. Canon U.S.A. will make available, via telephone, dedicated technical support to assist CPS members with service and support issues, excluding Canon observed holidays and periods where unavailability is due to circumstances beyond Canon's control. Canon will not be liable in any way for unavailability of this support.
 - c. Service
 - i. Only products listed on the CPS Silver Repair List on the CPS website, and which are entered into My CPS Products in My CPS Account (each, a "Product Eligible for Repair"), are eligible for repair under Silver membership. The CPS Silver Repair List is subject to change without notice. The Service benefits of Silver membership are subject to this subsection c.
 - ii. Member must provide a valid street address, email address and phone number on the CPS Rush Service Form for return shipment. All shipments to Canon must use a CPS Rush Service label affixed to the outside of the shipping carton. Cartons received without the CPS Rush Service label may not be recognized and are therefore not eligible for Turnaround Time benefits. Return shipments will be shipped via two (2) day shipping service.
 - iii. Warranty and Out of Warranty Repair Service
 1. Warranty Repair Service will be performed in accordance with Canon's Limited Warranty packaged with the Product Eligible for Repair. Proof of Purchase must be included with the Product Eligible for Repair as noted on the CPS Rush Service Form. The Service benefits of Silver membership may confer greater benefits on the Member than the Limited Warranty for the Product Eligible for Repair. However, these Terms and Conditions will not be construed as a modification, extension or enhancement of that Limited Warranty under any circumstances.
 2. For Out of Warranty Repair Service, a repair estimate will be sent to Member for Member's approval before any repairs are performed, unless the repair estimate is under the pre-authorization amount as specified on the CPS Rush Service Form. If Member does not reply to the repair estimate within thirty (30) days of Canon's receipt of the Product Eligible for Repair, the Product Eligible for Repair will be

Canon Professional Services Program Terms and Conditions: Silver Membership

returned to Member unrepaired. Member will be responsible for all shipping costs and risk of loss for such returned Product Eligible for Repair.

iv. Repair Service

1. Repair Service can be obtained by calling the CPS Hotline or using the CPS Rush Service Form. The Contact Info section on the My CPS Account Page contains the CPS Hotline contact information, CPS Rush Service Form and Canon Factory Service locations. Repair Service pre-authorization is specified on the CPS Rush Service Form.
2. Should the repair require more than the amount pre-authorized on the CPS Rush Service Form, an estimate of repair will be sent for Member's approval before any work is performed. If Canon cannot reach Member within thirty (30) days, Member's product will be returned unrepaired.

v. Additional Restrictions and Exemptions:

1. The following products are not eligible for benefits under this Program:
 - a. Products that have been modified, other than by Canon Factory Service Center Technicians.
 - b. Refurbished products, unless such products have been refurbished by Canon.
 - c. Products sent in by a third-party or dealer.
 - d. Counterfeit Products
 - e. Products that are not listed on the CPS Silver Repair list on the CPS website.
12. In the event Canon is unable to carry out its material obligations under this Agreement by reason of "force majeure" (defined below) those obligations will be suspended during the continuance of the force majeure, provided the cause of the force majeure is remedied as quickly as practicable. The term "force majeure" means any event caused by occurrences beyond Canon's reasonable control, including, but not limited to, acts of God, fire or flood, war (declared or undeclared), terrorism, disaster, epidemic, governmental regulations, policies or actions enacted or taken subsequent to execution of the Agreement or other emergency making it unsafe, impossible or illegal to perform under the Agreement.
13. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. This Agreement will not be amended or otherwise modified except in a writing authorized by Canon, which may be a posting on a website via email or another manner Canon deems appropriate. In the event that any one or more of the provisions of the agreement is unenforceable, the enforceability of the remaining provisions will be unaffected.
14. This Agreement constitutes the entire agreement between the parties concerning the subject matter of such documents and supersedes all prior and contemporaneous agreements or representations, written or oral, of the parties pertaining to such subject matter. This Agreement may not be modified except with Canon's prior written consent. The failure of Canon to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.