

General Terms and Conditions myPrint Consumers

Section 1 - Definitions

In these General Terms and Conditions for myPrint Consumers, the concepts written with a capital letter have been defined as detailed below. Note that the singular form also constitutes the plural form and vice versa.

Access Code:	Combination of the own email address or user name of the Consumer and a chosen password, intended for the Connection or other network elements;
Additional Service:	An activity RICOH offers in addition to or in conjunction with the Service as agreed by contract;
Agreement:	The Agreement between Consumer and User in which the General Terms and Conditions are referred to;
Assignment:	A service delivery order given by Consumer at any time;
Connection:	The access to the Service offered by User to Consumer
Consumer:	A user registered as such with the User that uses or requests the provision of a Service for purposes other than company or professional purposes;
Disputes Committee:	The Disputes Committee Electronic Communication Services, Bordewijklaan 46, PO Box 90600, 2509 LP The Hague, The Netherlands. This independent Disputes Committee has been placed under the Dutch Foundation for Consumer Complaints Boards (refer to www.degeschillencommissie.nl/english);
Equipment:	Print / copy / scan equipment used for the execution of the Service;
General Terms and Conditions:	These General Terms and Conditions are applicable to every Agreement between User and Consumer for the provision of print / copy and scan services by User to Consumer;
Internet Site:	The RICOH website through which the Service is accessible;
Pay-as-you-go credit:	A by Consumer (or by User for the benefit of Consumer) sum paid in advance for the purpose of the Service via an online payment method approved in the Netherlands (e.g. iDeal), with a maximum of EUR 30.00 per transaction, yet with an overall maximum credit of EUR 60.00, entitling to the corresponding use of the Service;
Personal Data:	Every piece of Data concerning an identified or identifiable natural person;
Rates:	The rates and other costs with regards to the Service that are charged for the use thereof to Consumer;
RICOH:	The private limited company RICOH Netherlands B.V., housed at the Magistratenlaan 2, 5223 MD Den Bosch, The Netherlands, Chamber of Commerce no. 1607600 and VAT number: NL001129247B01, the owner of myPrint;
Service:	The print / copy and scan services User provides to Consumer;
User:	The party with whom RICOH has an Agreement regarding the use of Equipment and the provision of the Equipment to Consumers, at the location of the Equipment concerned.

Section 2 - The Invitation

- 2.1 User extends the Invitation to make an offer on paper or digitally. The Invitation to make an offer is without obligation and contains a for Consumer sufficiently specified description of the Service, the Rates and the conditions under which the Service shall be provided.
- 2.2 The Invitation contains a description of the steps necessary to be taken before the Service can be provided.
- 2.3 The Invitation indicates the applicability of the General Terms and Conditions and is accompanied by an (electronic) copy thereof. If the offer cannot be directly accompanied by the General Terms and Conditions, these shall be sent to Consumer as soon as possible.
- 2.4 If Consumer wishes to accept the Invitation of User for the use of RICOH myPrint as intended in this Section 2, Consumer should visit the myPrint website made known to Consumer and create an account by applying the combination of user name and password. Consumer can only proceed upon acceptance of the General Terms and Conditions. Upon completion of these steps, Consumer will receive an activation link. When Consumer clicks the link, s/he has become an active user within RICOH myPrint.
- 2.5 The Agreement will take effect once User accepts the offer of Consumer. Acceptance is deemed to have taken place if Consumer has activated its account after registration on the myPrint website by means of the activation link as intended in Section 2.4.
- 2.6 User will abstain from any unfair commercial practices.

Section 3 - Formation of the Agreement

- 3.1 The Agreement will take effect by means of an offer to Consumer to conclude the Agreement, under the conditions laid down in the Invitation of the User and upon acceptance of this offer by the User.
- 3.2 User will send Consumer a written or electronic confirmation of the acceptance of the Agreement.
- 3.3 Electronic communication is deemed to be received on the day of dispatch, unless the contrary is proven by Consumer. In case the communication has not been received as a result of delivery or accessibility issues with regards to the electronic mailbox of Consumer, this is at the risk of Consumer. This also applies if the electronic mailbox is hosted by a third party.
- 3.4 Consumer guarantees to have provided all information requested by User in relation to the Agreement fully and truthfully.
- 3.5 Pursuant to Section 7:46a of the Dutch Civil Code (distance agreements), the Consumer may terminate the Agreement in writing or electronically (via email to the help desk of User) within seven working days after confirmation of the Agreement by User.
- 3.6 User may reject an offer at any time and may do so inter alia in case:
 - Consumer is legally incompetent. In case of minority, the legal representative will require co-signing of a parent or legal representative;
 - Consumer does not comply with the demands made by User – including provision of required information – for the conclusion of the Agreement.

At request to User's help desk, a rejection of an offer shall be explained.

Section 4 - Duration, Use and Termination of the Agreement

- 4.1 In principle, the duration of the Agreement shall be indefinitely and shall commence after a Pay-as-you-go credit has been made available to Consumer.
- 4.2 Consumer may give an Assignment provided that the Pay-as-you-go credit is sufficient. The Pay-as-you-go credit is not sufficient if the costs of the Assignment surpass the outstanding Pay-as-you-go credit. In this case, User shall not carry out the Assignment.
- 4.3 Under no circumstances shall User provide a Service to Consumer on credit to Consumer.
- 4.4 The Pay-as-you-go credit has a validity of 12 months, counted from the moment of the last use of myPrint. If Consumer has not used myPrint during these 12 months, the Pay-as-you-go credit will expire.
- 4.5 In case the Pay-as-you-go credit expires, as described in the above sub-clause, User is entitled to terminate the Agreement without notice to Consumer.
- 4.6 Both User and Consumer have the right to terminate the Agreement at any desired time, by written or electronic notice to the other party. In the event of termination of the Agreement, User shall never be obliged to reimburse or refund the Pay-as-you-go credit.

Section 5 - Activation of Connection, Quality and Maintenance

- 5.1 After or at conclusion of the Agreement, User shall ensure that Consumer can use the Service in principle within 24 hours, yet in any case as soon as possible.
- 5.2 User strives for an undisturbed use of the Service by Consumer.
- 5.3 Consumer acknowledges that the Service may be affected negatively and may be (temporarily) unavailable due to factors such as access to and opening of buildings where the Equipment is located, replenishing paper or replacing toner, maintenance to the Equipment or maintenance to the network of User. User shall make reasonable effort to limit these circumstances as much as possible.
- 5.4 In case Consumer, in light of what is stated in Sections 5.2 and 5.3, cannot use the Connection or cannot use the Connection without interference at any time, this shall not lead to right on reduction of the rates of the Service or to right on refund of the Pay-as-you-go credit, nor to any right on compensation.
- 5.5 User shall remain responsible for the installation and use of adequate security measures for its systems, such as anti-virus software and / or a firewall. RICOH and / or User shall not be liable for damages caused by actions of third parties, such as viruses, hacking, exploits or other attacks.

Section 6 - Rates

- 6.1 The Rates for the Service are in accordance with the applicable Rates. The Rates to be paid are including VAT, unless specified otherwise.
- 6.2 The information of User is conclusive for the determination of the amounts due by Consumer, unless Consumer can prove that these data are not correct.
- 6.3 Consumer reserves the right to adjust the rates once per annum. The adjustment can be implemented inter alia as result of the price increases implemented by the Dutch government.

Section 7 - Amendments to the Agreement by RICOH

- 7.1 At least four weeks prior to the coming into effect of an intended amendment of a clause from the Agreement (including these General Terms and Conditions), User will notify Consumer in a satisfactory manner of the content of the intended amendment.
- 7.2 User will offer Consumer ample opportunity to terminate the Agreement free of charge without giving rise to the right to compensation of damages or refund.

Section 8 - Payment

- 8.1 Payment of the use of the Service shall solely take place by means of transfer from the Pay-as-you-go credit.7

Section 9 - Driver and Access Code

- 9.1 Per Connection, User will provide Consumer with an online facility to print.
- 9.2 The print facility will remain the property of RICOH at all times. Consumer is not allowed to copy (except to the extent this is explicitly allowed by this license and the Usage Rules), disassemble or change the Connection, or to try to change the source code or any derived works. Any attempt to do so is a breach of the rights of RICOH and its licensor, for which Consumer indemnifies RICOH. Consumer is not allowed to provide the Connection to others (e.g. rent, lease, loan, sell, transfer), or to redistribute or to sublicense it.
- 9.3 Consumer is required to carefully protect the Access Code against loss, abuse / unauthorized use, theft and damage. Consumer is forbidden to provide the Access Code to others. In order to prevent unauthorized use, User advises Consumer to keep the Access Code a secret as much as possible, to keep it in a separate location and to use it wisely.
- 9.4 If the Access Code is lost due to improper use, or if Consumer suspects abuse / unauthorized use of the Connection or the Access Code, Consumer should directly generate a new Access Code via the myPrint website. By generating a new or additional Access Code, the previously generated Access Code will expire immediately. The remaining Pay-as-you-go credit will be assigned to the Access Code.
- 9.5 All costs and damages of (unauthorized) use of the Connection and / or the Services will be for the account and risk of the Consumer.
- 9.6 In case of unauthorized use of the Connection and / or Service, RICOH and / or User are entitled, under notice thereof to Consumer, to block the Connection and / or Service
- 9.7 If the Service is linked to the "Identity Management System" based on the User's LDAP (*Lightweight Directory Access Protocol*), then Consumer will receive his / her user name and password from User. If this occurs, Consumer cannot change the Password. Instead, Consumer is dependent on the guidelines and design of the Identity Management System based on the LDAP of User as determined by User. This is also the case if changes in the Service are required.

Section 10 - Decommissioning of the Connection

- 10.1 User may suspend its obligations by virtue of this Agreement (including (temporary and / or in whole or in part) blocking of the Connection or the provision of one or more Services), in case:
 - a. a request has been made by or in name of Consumer under section 9.4 and User does not have any reason on grounds known to him / her to refuse the request;
 - b. Consumer does not honour an obligation under the Agreement (including the General Terms and Conditions) or any other Agreement with User;

Section 11 - Personal Data

- 11.1 User will process the Personal Data for the following purposes: invoicing, accounts receivable, complaint handling and dispute settlement, network and volume management, providing information to Consumer about their own use of the Service, providing information to emergency services, and prevention, detection and combating of fraud and irregularities. Personal Data will also be processed to facilitate market analysis and sales with respect to the Service and any other activities of User and / or third party services having to do with the Service.
- 11.2 Consumer also has the right of inspection, correction and objection with regards to his / her processed Personal Data. User can charge the costs of an inspection or a correction of the Personal Data or of the processing of an objection to the legal maximum.
- 11.3 Consumer can direct his / her objections against processing of Personal Data and any requests for inspection, correction and objection to User via email to the User's help desk.

Section 12 - Obligations of Consumer

- 12.1 Consumer vouches for normal use of the Connection(s) and the Access Code and for the use of the Service by User, such as User has meant and intended the Service within reasonable criteria, in accordance with any instructions from User with regards to the intended use. Consumer is responsible for all damages caused by careless or wrongful use of the Service and / or Access Code.
- 12.2 In case of abuse, RICOH and / or User are entitled to terminate the Agreement immediately, without being liable to the payment of any compensation (or compensation of damages) to Consumer.
- 12.3 Under this Agreement, Consumer is not allowed to transfer his / her rights and / or obligations to others without written permission from User.

Section 13 - Force Majeure

- 13.1 In case of force majeure (a non-attributable failure), compliance of the obligations of User arising from the Agreement will be suspended for the duration of the force majeure in whole or in part, without User being obliged to pay any compensation.
- 13.2 In case of force majeure, User will make an effort to continue the Service on a temporary basis. If the situation causing the force majeure has not come to an end 30 days after the start of the force majeure and if User was unable to continue the service on a temporary basis, Consumer is within his / her rights to (partially) terminate this Agreement by means of a registered letter or electronically by means of an email to the User's help desk out of court (with regards to the unenforceable part), without any right on compensation or refund arising from this.

Section 14 – User Liability

- 14.1 If User fails to observe one or more of its obligations following this Agreement and there is no force majeure in play as described in Section 13, Consumer will give User note of default and grant User a reasonable remedy period.
- 14.2 In case of culpable neglect with regards to the compliance with the Agreement towards Consumer, User is accountable for any damages insofar as determined by law, subject to the provision that the User's accountability is limited: per claim event to a maximum of twice (2 x) the average of the Pay-as-you-go credit of the preceding 12 months, and per year to a maximum of four times (4 x) the average of the Pay-as-you-go credit of the preceding 12 months, insofar as the Pay-as-you-credit concerned has been paid for by Consumer.
- 14.3 Notwithstanding section 14.2, User is explicitly not accountable for any damages following, or in connection with,
- delays and / or improper transmission of Assignments and / or communications of Consumer directed to User as a result of internet use or use of any other means of electronic communication in the communications between User and Consumer, or
 - the unavailability (for example, but not limited to, lack of paper or toner) of the Equipment and the Service, of which the cause lies within the control of User.
- 14.4 If User is obliged to pay damages to Consumer, the threshold amount is EUR 10, on the understanding that the threshold amount will be reimbursed in case of excess.

Section 15 - (Copyright) Disclaimer

- 15.1 Consumer indemnifies RICOH and / or User against all possible claims by third parties for compensation of damages, insofar as this claim relates to the provision of the Service under this Agreement or the use of this Service by Consumer.
- 15.2 Consumer is aware that, following the provisions of the Copyright Act 1912 that was in force when entering into this Agreement, it is only allowable to communicate and reproduce any literary, scientific or artistic work if the copyrights or any rights of other parties are not infringed. In this context, Consumer will ascertain the admissibility of the use of the Service.
- 15.3 Consumer indemnifies RICOH and / or User against any copyright claims insofar this concerns work that has been processed using the Service, and will cooperate in case of any copyright audits.

Section 16 - Administrative Changes

- 16.1 Consumer should notify the help desk of User of a change in email address in a timely manner.

Section 17 - Complaints

- 17.1 Complaints about the implementation of the Agreement should be filed fully and clearly with the help desk of User within reasonable time after Consumer has discovered the poor implementation of the Service.
- 17.2 Complaints against amounts charged should be received by the User's help desk by email within 14 days from the date of the debit entry. User will strictly keep this deadline, unless the objections could not reasonably have been known within this period. Filing a complaint will not suspend the obligation to pay for the Service provided.
- 17.3 User is permitted to charge the (administrative) research costs of any objections to a debit entry to Consumer, if Consumer has repeatedly filed complaints against debit entries that turned out to be unjustified.
- 17.4 User will respond to the complaint in a timely and appropriate manner. If User is unable to respond within 30 days, User will notify Consumer of the period within which the complaint lodged will be answered.

Section 18 - Dispute Settlement Rules

- 18.1 Disputes between User and Consumer on the formation or the implementation of this Agreement can be submitted to the Disputes Committee by both User and Consumer. Information on submitting a dispute can be found on www.degeschillencommissie.nl/english.
- 18.2 A dispute will only be heard by the Disputes Committee if Consumer has submitted his / her complaint to User first.
- 18.3 After the complaint has been lodged with User, the dispute should be submitted to the Disputes Committee within three months after the dispute has arisen.
- 18.4 When Consumer has submitted a dispute to the Disputes Committee, User is bound by this choice. If User wants to submit a dispute to the Disputes Committee, User will notify Consumer of this, with the request to Consumer to notify User within 5 weeks of this notice if Consumer accepts. When the aforementioned period has expired, User is allowed to take the matter to court.
- 18.5 The Disputes Committee will render a decision with due regard for the provisions of the applicable regulations. The Disputes Committee's decisions pursuant to these regulations are binding. The regulations will be forwarded upon request. Processing of a dispute is subject to a fee.
- 18.6 Only the relevant and under Dutch law competent judicial authority or the Disputes Committee mentioned above is competent to hear the claim.
- 18.7 This agreement is governed by Dutch law.