

TERMS OF USE

Last updated: February 3, 2017

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BY USING THE SERVICES OR REGISTERING WITH ONE OF OUR SUBSITES, YOU ARE AGREEING TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, TO THE TERMS OF USE, ANY OTHER AGREEMENTS AND MAY USE OUR SERVICES AS LONG AS YOU COMPLY WITH THE TERMS OF USE. THESE TERMS OF USE APPLY WHETHER YOU ARE ACCESSING THE SERVICES VIA A PERSONAL COMPUTER, A MOBILE DEVICE, OR ANY OTHER TECHNOLOGY OR DEVICE NOW KNOWN OR HEREAFTER DEVELOPED (EACH A "DEVICE").

1. ELIGIBILITY

In order to use the Services, you need to (a) be 18 years of age or older, or be 13 years of age or older and have your parent or guardian's consent to these Terms of Use, and (b) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws in your country of residence.

***This site is not directed to children under the age of 13 and we do not knowingly collect information from children under the age of 13 without complying with applicable law.

2. CHANGES TO THE AGREEMENT

Occasionally we may, in our discretion, make changes to the Services and the Terms of Use. Any material changes will be communicated to you 60 days prior to the date the changes are made effective. You may stop using the Services if you do not agree with those changes. Your acceptance of and/or continued use of the Services after notification of changes to this Agreement will constitute your acceptance of such changes.

3. ELECTRONIC COMMUNICATIONS

Support By Email. When you use the Services, submit forms or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail, or by posting notices on the Services. You agree that all agreements,

notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4. UNSOLICITED IDEAS

CVI and its parent company, subsidiaries and affiliates have been actively engaged in research and development in diversified scientific and business areas for many years. In order to protect the interests of CVI, its parent company, affiliates and subsidiaries in the ideas and information which have been conceived or developed internally, and to avoid possible future misunderstandings with you or others, CVI does not solicit ideas, inventions, and the like or agree to receive any confidential information from persons or entities outside the Canon group of companies. CVI maintains a strict policy of not accepting or considering any creative ideas, suggestions or materials from the public ("Unsolicited Idea(s)") and therefore you should not submit any Unsolicited Ideas to CVI through this Services or otherwise. CVI does not wish to receive Unsolicited Ideas from you and has expressly advised you not to submit them. If you nonetheless intend to submit an Unsolicited Idea, CVI strongly recommends that you first consult an attorney in order to evaluate the effect that submitting such an Unsolicited Idea would have on any rights that you might otherwise have.

Nonetheless, if you do send CVI an Unsolicited Idea that is not already protected by a United States patent or is not public information, it immediately becomes the property of CVI. By submitting an Unsolicited Idea to CVI, you agree to convey your ownership interest in the Unsolicited Idea to CVI, and that CVI will exclusively own all rights, title and interest therein. Furthermore, CVI will be free to use, without any compensation to you whatsoever, any concepts, ideas, know-how or techniques contained in any Unsolicited Idea for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products using such information. CVI will not be liable for such use or disclosure of such Unsolicited Idea or for any similarities in the Unsolicited Idea and any future CVI uses or activities.

5. USE OF SERVICES

You agree that your use of the Services will comply with applicable laws. In addition, you agree not to take any steps in connection with your use of the Services that could adversely affect CVI, including engaging in or attempting to engage in the following conduct:

- interrupting the operation of the Services in any manner whatsoever, including by imposing an unreasonable load on the Services;
- deleting or revising any material or other information of any other user, CVI, or any third party;
- harvesting or otherwise collecting information about others, including e-mail addresses, without their consent;

- deciphering, decompiling, disassembling, or reverse-engineering any of the software comprising or in any way making up a part of the Services;
- posting advertisements or solicitations of business other than those explicitly approved by Canon;
- defeating, investigating, or providing information concerning methods of defeating security mechanisms, including by allowing another person to access the Services using credentials issued to you, or by falsifying, deleting, or concealing Internet Protocol header, email sender, or other identifying information;
- engaging in conduct that restricts, inhibits or discourages any other person or entity from using or enjoying all or any portion, features or functions of the Services, or which, in CVI's judgment, exposes CVI or any of its users, customers, or suppliers to any liability or detriment of any type;
- engaging in conduct affecting Canon adversely or reflecting negatively on Canon, the Services, Canon's goodwill, name or reputation or causing duress, distress or discomfort to Canon or anyone else, or discouraging any person or entity from doing business with CVI; or
- taking any other action that could endanger or cause damage to CVI, other users of the Services, or other third parties.

CVI may take any action that it deems appropriate if it determines, in its exclusive discretion, that you have engaged in any of these practices or otherwise violated these Terms of Use. Such action may include termination of your access to the Services or initiation of civil or criminal legal proceedings. Under these circumstances, Canon may also investigate your use of the Services and provide information about your use to law enforcement.

6. OUR INTELLECTUAL PROPERTY RIGHTS

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NOTICE OF COPYRIGHT INFRINGEMENT

If you believe in good faith that your copyrighted work has been reproduced on or linked from the Services without authorization in a way that constitutes copyright infringement, please provide CVI's designated copyright agent with the following information:

- identification of the copyrighted work claimed to have been infringed;
- identification of the allegedly infringing material on the Services that is requested to be removed;
- your name, address and daytime telephone number, and an e-mail address if available, so that CVI may contact you if necessary;
- a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

CVI's copyright agent for notice of claims of infringement on the Services is:

By U.S. Mail:

Corporate Compliance Director
Canon Virginia, Inc.
12000 Canon Boulevard
Newport News, Virginia 23606

By Email:

copyrightagent@cvi.canon.com

By Phone:

757-881-6057

This contact information is only for suspected copyright infringement. Contact information for other matters is provided elsewhere on the Services. Upon receipt of such a notice of claimed infringement (or any statement in conformance with 17 U.S.C. § 512(c)(3)), CVI will act expeditiously to remove or disable access to any content that is claimed to be infringing upon the copyright of any person under the laws of the United States, and will terminate the Services privileges of those who repeatedly infringe on the copyright of others. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

7. OTHER AGREEMENTS; SOFTWARE, SOLUTIONS, OR ACCESS

CVI may provide products (such as hardware or software), services and solutions or access to subsites of the Services under Other Agreements. CVI's obligations with respect to any product, solution, or access that it makes available to you under any Other Agreement shall be governed solely by the Other Agreements, under which such product or service is provided and these Terms shall not be deemed or construed to alter the terms of such Other Agreements.

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The Services may include contests, sweepstakes or other promotions ("Promotions") that offer prizes or require you to send in material or information about yourself. Each Promotion has its own rules, which you must read and agree to before you may enter.

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13. INDEMNIFICATION

You agree to indemnify, defend and hold CVI and all of its agents, directors, employees, information providers, licensors and licensees, officers parent, subsidiaries, and affiliates (collectively "Indemnified Parties") harmless from and against any and all liability and costs (including, without limitation attorneys' fees and costs), incurred by the Indemnified Parties in connection with your use of the Services or any claim in connection with or resulting from any breach by you of these Terms of Use. You agree to cooperate fully in CVI's defense of any such claim. You agree that CVI shall be entitled to select its own counsel, at your expense, to defend it in connection with any claim subject to indemnification by you. You agree that CVI, and not you, will have control over the defense of any such claim. You further agree that you will not in any event settle any matter involving CVI, whether or not the settlement binds or is on behalf of CVI, without the written consent of CVI.

14. TERMINATION

CVI may terminate this agreement and/or suspend or terminate your access to the Services for any reason at any time without notice to you. If you wish to discontinue your access to the Services and cancel any account that you have been issued, please refer to the supplemental terms of that particular subsite or service.

Otherwise applicable sections of the Terms of Use shall survive any termination of your account or this agreement. In particular, because the licenses you grant to us are perpetual, these licenses survive any termination of this agreement.

15. APPLICABLE LAWS

The Services are administered by CVI from its offices in Newport News, Virginia, United States of America. These Terms of Use and the Other Agreements are governed and interpreted under the laws of the State of New York. You agree that any claim or dispute against CVI arising out of or relating to the use of the Services must be resolved by a court located in the Eastern District of New York, unless otherwise agreed upon by all parties. Any claim or cause of action arising out of or related to your use of the Services must be filed within one (1) year after such claim or cause of action arose, regardless of any statute or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

16. GENERAL PROVISIONS

These Terms of Use and the CVI Online Privacy Statement, which are part of this Agreement and are incorporated herein by reference, set forth the entire understanding and agreement between you and CVI with respect to the Services. You acknowledge that any other agreements between you and CVI with respect to the Services are superseded and of no force or effect. If any provision of these Terms of Use shall be determined to be unlawful, void or for any reason unenforceable by a court or other legal authority of competent jurisdiction, then that provision will be severed from these Terms of Use and will be deemed replaced by an equivalent enforceable provision that, as nearly as possible, reflects the intent of the parties. The severance of any individual provision of these Terms of Use will not affect the validity and enforceability of any remaining provisions.

BY CONTINUING TO USE THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE.