CANON IMAGE RECOVERY – A BENEFIT TO CAREPAK PLUS CUSTOMERS
PROVIDING SERVICES IN RESPECT OF REMOVEABLE FLASH MEMORY
Terms & Conditions

IMPORTANT: THIS IMAGE RECOVERY SERVICE IS ONLY AVAILABLE FOR CANON EQUIPMENT COVERED BY THE CANON CAREPAK PLUS PLAN WITH WHICH THIS IMAGE RECOVERY SERVICE IS BUNDLED. EQUIPMENT WITH PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU ARE NOT ELIGIBLE FOR SERVICE BY THIS PLAN. IF THE EQUIPMENT HAS A PRE-EXISTING CONDITION INCURRED OR KNOWN TO YOU, PLEASE CONTACT CANON IMMEDIATELY TO CANCEL YOUR CANON CAREPACK PLUS PLAN. REFER TO THE "SERVICE LIMITATIONS" SECTION OF THIS DOCUMENT FOR A LIST OF FULL EXCLUSIONS FOR THE IMAGE RECOVERY SERVICE.

CONGRATULATIONS! Thank You for Your recent purchase of the Canon CarePAK PLUS Plan that includes Image Recovery ("**Image Recovery Service")**.. By purchasing the Canon CarePAK PLUS Plan with which this Image Recovery Service is bundled, You agree that these terms and conditions govern any service or benefit offered or attempted under this Image Recovery Service. Please keep these Image Recovery Service terms and conditions in a safe place along with the sales receipt/invoice that You received when You purchased the Canon CarePAK PLUS Plan with which this Image Recovery Service is bundled, as You will need it to verify the provision of this Service to You. This information will serve as a valuable reference guide and will help You determine the scope of services available pursuant to this Image Recovery Service.

KEY TERMS: Throughout these Image Recovery Service terms and conditions, the words **"We", "Us"** and **"Our"** mean the party or parties obligated to provide service under this Image Recovery Service, who is After, Inc., PO Box 451, Norwalk, CT 06852-0451, 1-800-261-9859. **"You"** and **"Your"** refer to the purchaser of the Canon CarePAK PLUS Plan with which this Image Recovery Service is bundled. **"Canon"** means Canon U.S.A., Inc., who is the seller that has been authorized by Us to sell this Image Recovery Service to You. **"Equipment"** means the SD Card, MicroSD, or CompactFlash contained within Your Canon device which You purchased and which stores the data that is serviced by this Image Recovery Service. Service is limited to a single data storage device per Canon CarePAK PLUS with which this Image Recovery Service is bundled as designated through the registration of Equipment at the time of Canon CarePAK PLUS registration. **"Pre-Existing Condition"** means an issue that existed with Your Equipment prior to the issuance of the CarePAK PLUS Plan which this Image Recovery Service is bundled. The last time stamp on the data written to or erased from the Equipment must be later than the date You purchased the CarePAK PLUS Plan with which this Image Recovery Service is bundled as evidence that there was no Preexisting Condition.

PRODUCT ELIGIBILITY: This Image Recovery Service can only be utilized for Equipment designated as covered by the Canon CarePAK PLUS Plan with which this Image Recovery Service is bundled. Equipment eligible for service under this Image Recovery Service must be purchased as new or factory-refurbished and manufactured for use in the United States or Canada (which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States or Canada). This Image Recovery Service covers the data stored on Your Equipment. IMPORTANT NOTE: ANY AND ALL PRE-EXISTING CONDITIONS ARE NOT ELIGIBLE FOR SERVICE UNDER THIS IMAGE RECOVERY SERVICE. You may also contact Canon for assistance in determining whether Your Equipment is eligible for service.

Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment are not eligible for Image Recovery Service coverage.

SERVICES PROVIDED: We agree to provide services 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 Image Recovery Service. 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. To the extent possible, You should back up accessible data on Your Equipment *before* submitting it for service under this Image Recovery Service. If the damage sustained to Your original Equipment is covered by the Canon warranty, then Canon is responsible for providing You with a replacement device in accordance with the terms of the Canon warranty. In such instances, if Canon allows you to transfer your CarePAK PLUS to that replacement device, Your remaining service term under this Image Recovery Service will transfer to that replacement device. *IMPORTANT: Any services performed under this Image Recovery Service 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 Image Recovery Service, we may provide three (3) In-Lab Image Recovery attempts during the term of Canon CarePAK PLUS Plan coverage with which this Image Recovery Service is bundled, and pursuant to the terms and conditions of the CarePAK PLUS Plan and also the terms and conditions of this Image Recovery Service. Please see the section titled "SERVICE LIMITATIONS" for further information about what is not included in this Image Recovery Service.

IN-LAB IMAGE RECOVERY: You will be asked to ship Your Equipment to attempt the retrieval of Your data ("In-Lab Image Recovery"). When You ship Your Equipment, You must use packaging that provides protection for Your Equipment to prevent any further damage to the Equipment during shipping. You are responsible for any risk of loss of the Equipment until it is received at the designated laboratory facility.
For more information please contact Canon at 1-800-OK-CANON (1-800-652-2666). We will pay the shipping costs associated with shipping Your Equipment to the designated laboratory facility, as well as the cost of shipping Your original Equipment and/or any other data storage media containing data recovered from Your original Equipment back to You. Upon receipt of Your original Equipment at the designated 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 (if any) will be loaded on Your original media storage device and returned to You. If your original media storage device is defective, the recovered data will be returned to You on a physical device such as a USB drive or an external hard drive, at Our sole discretion, based on the volume of the data recovered. We are responsible for procuring the appropriate media storage device at no cost to You.
c. ORIGINAL EQUIPMENT RETURN: If You so request at the time of making your request for services, We will return Your original Equipment to You. NOTE: Image Recovery efforts utilized during the In-Lab Image Recovery Service may render the original Equipment inoperable.
d. DISPOSAL OF YOUR DEFECTIVE EQUIPMENT: Because Image Recovery efforts utilizing the In-Lab Image Recovery Service may render Your Equipment inoperable, Your original Equipment will be subject to secure disposal following an In-Lab Image Recovery attempt, unless You request that We return the inoperable original Equipment back to You at the time of making your request for services.

UNRECOVERABLE DATA: In some cases Your data may not be recoverable. In such instances, You will be entitled to a $50 gift card (the "Unrecoverable Data Reimbursement"), and We shall then be discharged from any further obligations under this Image Recovery Service. The Unrecoverable Data Reimbursement shall only apply in instances where less than 75% of Your lost data was successful recovered.

WHAT TO DO IF YOUR EQUIPMENT REQUIRES SERVICE: Call Canon at 1-800-OK-CANON (1-800-652-2666) and explain the problem. You will be instructed on the next steps for requesting service under the CarePAK PLUS Plan and this Image Recovery Service. For faster service, please have Your dated proof of purchase (sales receipts) available when You place the call. NOTE: THIS IMAGE RECOVERY SERVICE MAY NOT BE PROVIDED IF YOU MAKE UNAUTHORIZED ATTEMPTS TO RETRIEVE THE DAMAGED OR LOST DATA (SEE "SERVICE LIMITATIONS" BELOW).

SERVICE TERM: This Image Recovery Service begins on the date of the Canon CarePAK PLUS Plan with which this Image Recovery Service is bundled becomes effective and continues for the period of time specified on Your sales receipt for the Canon CarePAK PLUS Plan with which this Image Recovery Service is bundled; subject to the terms and conditions stated herein (the "Service Term").

LIMITATION OF LIABILITY:

The following clause applies to the maximum extent permitted by the applicable law, and does not apply to individuals resident in Quebec. Neither We shall not be liable for any harm caused to Your Equipment (unless proven that such harm was caused intentionally); including any consequential voidance of a Canon warranty resulting from Image Recovery Services performed on Your Equipment in accordance with the terms and conditions outlined in this Image Recovery Service. Without limiting the generality of the foregoing, We will not be liable for the condition, existence, or loss of the data You send Us or the data We recover (if any), any loss of revenue or loss of profits, or any indirect, special, incidental, or consequential damages however caused. To the maximum extent permitted by applicable law, this limitation shall apply to any and all damages, regardless of the legal theory on which they are asserted (including, without limitation, contract, breach of contract, and tort), and regardless of whether We have been advised of the possibility of loss or damages - unless You prove that We caused damages to You intentionally.

This Image Recovery Service is limited to three (3) In-Lab Image Recovery Services during the Service Term. Once that service has been provided, our obligation to provide further services under these terms and conditions shall cease.

To the maximum extent permitted by applicable law, Our maximum liability in connection with all services provided pursuant to the terms and conditions of this Image Recovery Service shall not exceed the MSRP of the Equipment (the "Maximum Liability Limit") or replacement of the Equipment; whichever is lower. In the event the aggregate sum of all claims processed under this Image Recovery Service equals the MSRP of the Equipment or We replace Your Equipment for any reason, Our obligations under this Image Recovery Service shall be considered fulfilled in their entirety and We shall have no further obligation to service the Equipment (original or replacement piece) under this
Image Recovery Service. 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 Image Recovery Service. 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 Image Recovery Service You acknowledge that the charges reflect this limitation of liability and allocation of risk.

SERVICE LIMITATIONS:

1. **This Image Recovery Service does not provide service 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. Unauthorized repairs, improper installation or attachments or transportation damage;
   c. Lack of manufacturer specified maintenance or improper equipment modifications; and
   d. 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 Image Recovery Service does not provide service for any of the following equipment, products, or equipment components:**
   a. Equipment sold without a manufacturer's/retail warranty or sold "as is;"
   b. Equipment utilized in a manner that is inconsistent with either the design of the Equipment or the way Canon intended the Equipment to be used;
   c. Components not contained with the housings of the Equipment;
   d. Equipment with removed or altered serial numbers;
   e. Public rental equipment or products used in communal settings (this Image Recovery Service will not be available for Equipment used for these purposes);
   f. Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment; and
   g. Any flash data storage devices that are not fully removable from the device in which it is contained for the collection of data or any Solid State Drive or Hard Disc Drive storage devices.

3. **This Image Recovery Service does not provide service for any of the following costs, expenses or services:**
   a. Image 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 Us;
   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, unless otherwise agreed by Us at the time You request the Image Recovery Service;
   f. Any perceived or actual monetary value associated with lost data, except to the extent provided under this Image Recovery Service;
   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, and its territories; and
   j. Service that is disallowed pursuant to the Office of Foreign Assets Control of the U.S. Department of the Treasury.

CANCELLATION: You may cancel this Image Recovery Service only by cancelling your Canon CarePAK PLUS Plan. Please see the terms and conditions of the Canon CarePAK PLUS Plan for more information.

If Canon cancels this Image Recovery Service, Canon may only cancel for the following reasons: 1) non-payment of the Canon CarePAK PLUS by You; 2) material misrepresentation by You to Us; or 3) a substantial breach of duties by You under this Image Recovery Service in relation to the Equipment or its use.

TRANSFERS: If You wish to transfer service to a different, please contact Canon.

DISPUTE RESOLUTION: Most disputes or disagreements between You and Us arising under this Image Recovery Service can be resolved quickly by contacting Us in writing at the address noted in the Key Terms section above. The parties will attempt to resolve any dispute arising out of or related to these Program Terms or any Image Recovery services requested or attempted hereunder through good faith negotiation.

IMPORTANT CONSUMER INFORMATION: If Your Equipment is exchanged by Canon, the term of Your Image Recovery Service remains in effect with the replacement equipment and does not automatically extend.

LEGAL RIGHTS; INDEMNITY: The following clause applies to the maximum extent permitted by the applicable law, and does not apply to individuals resident in Quebec. You warrant that You are the legal owner or the authorized representative of owner of the Equipment and data submitted to Canon or Us for service under this Image Recovery Service. 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 Image Recovery Service Terms. You will defend, indemnify, and hold Us (including the directors, officers, employees, agents, delegates, and contractors of Us) 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 any law or regulations.

CONFIDENTIALITY OF YOUR DATA: We will use any information provided by You only for the purposes of fulfilling Our obligations under this Image Recovery Service 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.

SUB-CONTRACTING OF SERVICES: We may, in Our sole discretion, engage affiliates, contractors, sub-contractors or other third-party service providers to perform or facilitate some or all of the services provided under these terms and conditions. By purchasing this Image Recovery Service, you acknowledge and agree that we may share information with such third parties that we consider is reasonably necessary to administer and provide the services. Any such services performed by a third party shall be deemed to be performed by Us and shall not relieve Us of our obligations under these terms and conditions.

DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES: WE PROVIDE THIS IMAGE RECOVERY SERVICE 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 IMAGE RECOVERY SERVICE 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 IMAGE RECOVERY SERVICE.

ENTIRE AGREEMENT: This Image Recovery Service; including the terms, conditions, limitations, exceptions and exclusions, the sales receipt for the Canon CarePAK PLUS you purchased that is bundled with this Image Recovery Service, plus any other documents referred to herein, 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.