

Terms of FUJIFILM BI Direct

The following terms and conditions ("Terms and Conditions") shall be applied to use of the FUJIFILM BI Direct by customer, which is operated by FUJIFILM Business Innovation.

1. Definitions

In this Terms and Conditions, the following terms shall have the following meanings.

1. "Site" means the FUJIFILM BI Direct operated by FUJIFILM Business Innovation.
2. "Registered User" means the customer registered in accordance with Section 2.1.

2. Registered User of Site

1. If the customer applies for the member registration in accordance with the procedures designated by FUJIFILM Business Innovation and receives consent by FUJIFILM Business Innovation, FUJIFILM Business Innovation shall register the customer as the Registered User.
2. In addition to the provisions of the preceding paragraph, if the customer who uses other services of FUJIFILM Business Innovation other than the Site receives the notice relating to the service integration into the Site from FUJIFILM Business Innovation but does not terminate the use of the service after such integration, FUJIFILM Business Innovation will register such customer as the Registered User.
3. Registered User may withdraw from the FUJIFILM BI Direct in accordance with the withdrawal procedures designated by FUJIFILM Business Innovation.

3. Services on the Site

1. On the Site, FUJIFILM Business Innovation shall provide the following services ("Service") to the Registered User. Additional procedures may be required, based on the type of the Service. [Note 1&2](#)
 - Note 1: All or a part of the Service may not be provided based on the type of contract with legal entity that the Registered User belongs to, the type of such legal entity, the place of installation of FUJIFILM Business Innovation products in such legal entity and/or other circumstances.
 - Note 2: All or a part of the Service may not commence at the same time that the FUJIFILM Business Innovation registers a customer as the Registered User.
1. Provide various information useful for solution of Registered User or the legal entity which the Registered User belongs to.
2. Provide various information related to FUJIFILM Business Innovation' products and services used by the Registered User or the legal entity which the Registered User belongs to.
3. Provide function of contact for various inquiries, order, request and report, related to FUJIFILM Business Innovation' products and service used by the Registered User or the legal entity which the Registered User belongs to.
2. As to Registered User's use of any services of FUJIFILM Business Innovation other than those provided on the Site, FUJIFILM Business Innovation may require Registered Users to submit additional application in accordance with the procedures to be separately designated by FUJIFILM Business Innovation.

4. Registration and change of Registered Users' Information

1. FUJIFILM Business Innovation may receive the information needed for site operation such as the name of legal entity and department, name of the person-in-charge, e-mail address of the person-in-charge, address, telephone number, facsimile number and others ("Registered Users' Information"). FUJIFILM Business Innovation shall register the Registered Users' Information, and may confirm it with Registered User. FUJIFILM Business Innovation may request the Registered User to register the Registered Users' Information accordance with by the registration process by FUJIFILM Business Innovation.
2. If all and/or a part of the Registered Users' Information changed, the Registered User shall change the Registered Users' Information promptly in accordance with the registration procedures indicated on the Site.

5. Management of User ID and Password

1. The Registered Users shall not share their User ID and Password with any third party.
2. The Registered Users shall manage their User ID and Password to avoid account theft by any third parties with reasonable care.
3. FUJIFILM Business Innovation shall not be liable for any loss or damage, which the Registered Users may incur, as a result of any third party using their User ID and/or Password, with or without their knowledge for the avoidance of doubt, such Registered Users shall be liable for such loss or damage.
4. When using their User ID on this Site to access FUJIFILM Business Innovation's services, the Registered Users may be subject to restrictions on password policy or ID federation by the legal entity which the Registered Users belong to.

6. Prohibited actions on Site

The Registered Users are prohibited from the following actions on this Site and Service.

1. Any activity that constitutes any disclosure and leak related to the information obtained through the Site and/or the Service with any third party.
2. Any activity that constitutes any use related to the information for the purpose other than self-use in the legal entity which the Registered User belong to.
3. Any business operations or actions designed to generate profit, which are not directly concerned with products and services to be provided to the Registered Users by FUJIFILM Business Innovation, including any activity that may constitute preparations of such actions.
4. Any false notification or sign-up procedures such as the registration of another person's e-mail address.
5. Any usage of any trademarks, logos, designs and/or materials of any natures similar to those on the Site and/or the Services without FUJIFILM Business Innovation's prior consent.
6. Any transfer the rights and obligations of the Registered Users to any third party.
7. Any activity that constitutes or may lead to any infringements related to the rights, financial assets and/or others of either FUJIFILM Business Innovation or a third party.
8. Any activity that constitutes or may lead to any infringements related to either FUJIFILM Business Innovation or a third party.
9. Any activity that constitutes or may lead to damage being inflicted on the good name or reputation of either FUJIFILM Business Innovation or a third party.
10. Any activity that constitutes or may lead to violations of any public policy.
11. Any activity that constitutes or is accessory to criminal acts, including any conduct that may lead to such actions.
12. Any activity that constitutes or may lead to either the use or provision of any harmful computer programs such as viruses.

13. Any activity that constitutes or may lead to violations of this Term and Conditions or any laws, statutes or ordinances.
14. Any other activity that FUJIFILM Business Innovation deems unsuitable.

7. Handling of information

Regarding the collection, use and management of personal information provided by each member, we will comply with the applicable laws and regulations on the protection of personal information, and the privacy policy separately provided to each member.

8. Operating environment of the Site and/ or Services

The Registered Users may not be able to access the entire or part of the Site and/or Services under the Registered Users' operating environment for the Site.

9. Service interruption on the Site

1. Service interruption or suspension may occur without prior notification to the Registered Users, in the event FUJIFILM Business Innovation decided service interruption or suspension will be required because of server maintenance / upgrade, fire, electric outage, natural disaster, system failure, disconnection of communication line and other operational reasons.
2. FUJIFILM Business Innovation shall not be liable for any loss or damage caused by any interruptions or suspension to the Site and/or Services due to above mentioned reasons.

10. Deletion and/or disqualification of Registered User

1. FUJIFILM Business Innovation may terminate the access of the Registered Users at anytime without prior notice, and further claim for damages (if any) incurred by FUJIFILM Business Innovation if the Registered Users
 1. Behave in any manner which is in breach of the Terms and Conditions and Clause 5 above.
 2. Fail to notify FUJIFILM Business Innovation of any change in the Registered Users' Information within one (1) year of such change.
 3. Did not access the Site for more than six (6) months since its last log in.
 4. Are an Anti-Social Force (Anti-Social Force means an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, a corporate racketeer, and any other similar organization.); utilize any Anti-Social Force; have any relationship with an Anti-Social Force; or will defame the Site and/or any services of FUJIFILM Business Innovation other than the those provided on the Site, interfere with FUJIFILM Business Innovation' business, or make unjust claims by identifying itself as an Anti-Social Force or through similar actions.
 5. Any other acts by the Registered Users which are in the sole discretion of FUJIFILM Business Innovation improper as Registered Users' behavior .
2. If the business relationship between FUJIFILM Business Innovation and Registered User or the legal entity which the Registered User belongs to, regarding products and services FUJIFILM Business Innovation provides, is terminated for any reason, the Registered User shall be disqualified from registration without any procedure.

11. Third party services

The Site may be accessed using an external service's credentials as a result of ID federation between the Site and said external service. However, FUJIFILM Business Innovation makes no warranties and bears no responsibilities in the event that the Site, the Service, and FUJIFILM Business Innovation's or

FUJIFILM Business Innovation's affiliates' products and services that are associated with and authenticated by the Site's Users' Information cannot be accessed because of said external service.

12. Copyright

The design related to the Site and/or Services, and/or the Site configuration on which FUJIFILM Business Innovation insert the information of FUJIFILM Business Innovation products or services etc. is protected by international copyright laws, treaties and related legislation, and belongs to FUJIFILM Business Innovation.

13. General disclaimer

1. FUJIFILM Business Innovation makes no warranties of accuracy, completeness, or usefulness, etc. of any information on the Site and/or the Services.
2. Unless otherwise provided for in the Site and/or in relation to the Services, the Registered Users are advised that FUJIFILM Business Innovation provides no guarantees associated with the use of the information on the Site and Services. FUJIFILM Business Innovation accepts no responsibility for any kind of harm arising from the use of the Site and Services except where stipulated on the Site and/or the Services.
3. The contents of the Site and/or the Services are subject to change without any prior notice.

14. Amendment of the Terms and Conditions

1. FUJIFILM Business Innovation reserves the right to amend the Terms and Conditions without the Registered Users' consent. FUJIFILM Business Innovation may preemptively inform the Registered Users of such amendments via any means that FUJIFILM Business Innovation deems suitable including web based notification.
2. After such notification is given pursuant to Clause 14.1 above, such amendments are deemed to be accepted by the Registered Users if they continue to use the Site and/or receive the Services after such notification.

15. Applicable laws and court of jurisdiction

This Terms and Conditions shall be governed by and construed in accordance with the laws of Japan. Any dispute arising out of or in connection with this Terms and Conditions shall be subject to the first and exclusive jurisdiction of Tokyo District Court. To the extent that applicable local law prevents certain disputes from being resolved in Tokyo District Court, then Registered User can file those disputes in Registered User's local courts. Likewise, if applicable local law prevents Registered User's local court from applying Japan law to resolve these disputes, then these disputes will be governed by the applicable local laws of Registered User's country, state, or other place of residence.

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