

CANON USA, INC. TERMS AND CONDITIONS
FOR CORPORATE TRAINING PROGRAM AND EDUCATIONAL MATERIAL

Current as of January 25, 2011

The following terms and conditions apply to enrollment in Product Maintenance training courses offered by Canon USA, Inc. ("Canon") and Canon's educational materials associated with those training courses. These terms and conditions, along with any applicable license agreement, are the complete agreement between Canon and you regarding the training courses and associated educational material Canon provides to you, and replaces any prior oral or written communications between Canon and you. By clicking "I Agree" at the bottom of this page, you are deemed to be bound by these terms and conditions. If you do not agree to these terms and conditions, do not click "I Agree". Occasionally, Canon may have training courses and/or educational material governed by different or additional terms and conditions. If so, Canon will provide these terms and conditions to you. Canon reserves the right to modify, change, alter or otherwise edit these terms and conditions at any time by updating this document and such changes will become immediately effective upon such updating. Additional or different terms and conditions in any order or communication from you are void.

Training Courses and Associated Educational Material

A list of available training courses and their associated educational material can be viewed by clicking on this link: <http://corporatetraining.usa.canon.com/> Canon may add or discontinue training courses and educational material at any time without notice.

Scheduling Training Courses

Training courses will be held at the Canon Training Center located in Newport News, VA. (the "Facility"), or on-site at your location upon approval by Canon. The schedule for training courses will be by mutual agreement between Canon and you. Canon may cancel any scheduled training course on notice. If Canon cancels a training course for which you have pre-paid, Canon will refund you the price you paid.

Accommodations for Students with Disabilities

The Facility is accessible to students with disabilities. If reasonable accommodations are required for a student with a disability, please advise Canon of the required accommodations in advance of the training course.

Prices and Payment

Prices for training courses will be those in effect on the date you register . Prices include the use of required educational materials. They do not include tools, taxes or student travel and living expenses. Tools required for training courses are listed at <http://corporatetraining.usa.canon.com/>

You may bring your own tools to the training course, or may purchase them from Canon at Canon's then current prices. Please contact administration at 516-328-4880 if you need to purchase tools.

Prices for on-site training courses will be established based on your requirements, Additional charges may apply, including, without limitation, charges for instructor travel and living expenses.

You agree to pay Canon amounts due, including applicable taxes and any late payment fees, as Canon specifies in its invoice to you.

Cancellation

You will be charged the full price of a training course if you do not cancel or reschedule that training course at least fourteen (14) calendar days prior to the scheduled start date or if you do not appear for the training course.

Use of Educational Materials

Educational materials associated with a training course are owned by Canon, its parent or affiliate companies. All educational material provided by Canon is protected by copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, publish, upload, post, transmit or distribute any educational material, including any programming code and software, in any manner without the prior written permission of Canon. Any machine readable educational materials that Canon provides to you will be subject to the terms and conditions of a license agreement. Canon will inform you of the terms of the applicable agreement. Your rights are personal and may not be assigned or transferred by you to anyone else. You acknowledge that you do not acquire any ownership rights by using the educational materials.

Disclaimer

The training course and educational materials are provided "AS IS" and without warranties of any kind either express or implied. To the fullest extent permitted by applicable law, Canon disclaims all warranties, express or implied, including, without limitation, any IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE with respect to the training course and educational materials. Canon does not warrant or make any representations regarding the use, or the results of the use, of the training course or educational materials in terms of their correctness, accuracy, timeliness, reliability or otherwise.

You assume the risk in using the results of the training course and/or the educational materials and the entire cost of all necessary maintenance, repair or correction.

Limitation of Liability

Under no circumstances, including, without limitation, the negligence of Canon, its parent, subsidiaries or affiliates, will Canon, its parent, subsidiaries or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or inability to use, the results of the training course and/or the educational materials. If you are dissatisfied with the results of any training course, or with any educational materials, your sole and exclusive remedy is to discontinue using them.

General

You agree not to use recording equipment in Canon's training courses without Canon's prior written consent.

You agree not to use Canon's trademarks, trade names, or other designations in any promotion or publication without Canon's prior written consent.

You agree not to assign, or otherwise transfer your rights under these terms and conditions without Canon's prior written consent. Any attempt to do so is void.

Neither Canon nor you are responsible for failure to fulfill any obligations beyond its control.

These terms and conditions are governed by, and will be construed in accordance with, the laws of the state of New York. You consent to the jurisdiction and venue of the state and federal courts located in the state of New York and the United States. You agree that suits between us on any and all causes of action will be brought exclusively in a state or federal court located in the County of New York, state of New York.