

Smart eServices

Terms and Conditions

ISSUED BY CANON SINGAPORE PTE. LTD.

Data Backup Service

Smart eServices

Terms & Conditions

The terms and conditions governing the Smart eServices are incorporated into the applicable Sales and Service Agreement (“Primary Agreement”) executed by Canon Affiliates within the Canon Marketing Asia region (“Canon”).

These terms outline the scope, responsibilities, and service provisions related to Canon's suite of Smart eServices, ensuring alignment with the overarching contractual framework established in the Primary Agreement.

Smart eServices include:

eMaintenance

Automated toner management, remote monitoring, and proactive maintenance support to ensure optimal device performance.

Smart eNotice

A Windows application that automatically reads device counter data and toner alerts from supported Canon devices and transmitting them via email to Canon's backend.

Data Backup Service

A cloud-based solution designed to protect and restore settings on supported Canon multifunction devices, enabling quick restoration after hardware failure or device replacement to minimize downtime.

PRISMAservice

Based on *On Remote Service*, PRISMAservice delivers remote meter reading, diagnostics, assistance, event forwarding, content services (for specific products), software distribution, service tools, and documentation.

Applicability of Services

Depending on the Customer's selection in the sales agreement, the relevant clause will apply to the following services: eMaintenance, Smart eNotice, and Data Backup Service. . The specific terms and conditions governing each selected service will be detailed in the respective sections of this document.

Data Backup Service

Terms of Use

1. Overview

Canon's Data Backup Service (DBS) provides automatic collection, transmission, and secure storage of backup data from designated Canon Devices to a DBS Account over the internet. The service includes:

- Automatic data collection via DBS Software.
- Secure storage of up to three (3) most recent backups.
- Restoration of backup data upon request (subject to applicable charges).
- Optional firmware updates and software upgrades via Canon's Content Delivery System (CDS).

[Service Summary](#)

[System Requirements](#)

[User Guide](#)

2. Supported Devices

imageRUNNER ADVANCE series (Platform version: Ver. 306 or later)

imageRUNNER ADVANCE DX series

imagePRESS series (selected models only)

imageFORCE series

3. Service Requirements

3.1 To use the DBS, the End-User must:

- Have a valid Service Contract with a Canon Affiliate.
- Provide written instructions (email acceptable) to Canon for DBS Account setup.
- Confirm the DBS Account by setting a secure password.
- Maintain a stable internal IP network and internet access.
- Provide hardware and software that meet Canon's minimum requirements.
- Authorize installation and activation of DBS Software on Covered Devices.
- Permit use of HTTPS or other protocols for data transmission.
- Allow Canon to access and use Backup Data for service delivery and improvement.

4. Terms of Use

4.1. Scope of Service

- 4.1.1 Subject to the execution of a valid Service Contract between the End-User and a Canon Affiliate, and in consideration of the End-User's use of the Data Backup Service, Canon shall provide the End-User with access to the Data Backup Service ("Service"), which includes the automated collection, transmission, and storage of backup data ("Backup Data") from designated devices

("Covered Devices") to a designated DBS Account via the internet, utilizing proprietary software developed by Canon Inc. ("DBS Software").

- 4.1.2 Canon shall facilitate the restoration of Backup Data to Covered Devices upon written request from the End-User, subject to applicable charges as determined by Canon from time to time.

4.2 **Account Creation and Data Retention**

- 4.2.1 The DBS Account shall be established by Canon or a Canon Affiliate upon receipt of written instructions from the End-User, which may include email correspondence. The End-User shall provide all necessary information, including personal data, in accordance with Canon's Privacy Policy. The End-User shall confirm the DBS Account by setting a secure password.
- 4.2.2 The DBS Account shall retain only the three (3) most recent sets of Backup Data. Any data older than the three most recent backups shall be permanently deleted. The End-User may configure the frequency of data uploads on a weekly basis.

4.3 **Permitted Use and Restrictions**

- 4.3.1 The Service is provided solely for the End-User's internal business operations. The End-User shall not sublicense, resell, or otherwise permit access to the Service by any third party without the prior written consent of Canon.
- 4.3.2 The End-User's continued access to the Service is contingent upon full compliance with the End-User License Agreement (EULA). Canon reserves the right to suspend or terminate the Service immediately and without liability in the event of a breach of this clause.
- 4.3.3 Canon grants the End-User a personal, non-exclusive, revocable right to access the Backup Data during the term of the Service Contract.
- 4.3.4 All intellectual property rights in the Service, DBS Software, DBS Website, related documentation, and any modifications or derivative works thereof shall remain the exclusive property of Canon, its licensors, or affiliates. No rights are granted to the End-User other than those expressly set forth herein.

4.4 **Data Ownership and Responsibility**

- 4.4.1 Except as required by applicable law, Canon shall have no obligation to modify or correct Backup Data.
- 4.4.2 The End-User retains all rights, title, and interest in and to the Backup Data and shall bear sole responsibility for its legality, reliability, integrity, accuracy, and quality.
- 4.4.3 Canon shall not be liable for the content of any Backup Data submitted or stored via the Service.

4.5 **End-User Obligations**

- 4.5.1 The End-User shall:

- Provide Canon with all cooperation and information reasonably required for the provision of the Service;
- Comply with all applicable laws and regulations;
- Ensure timely performance of its obligations;
- Ensure that all authorized users comply with these Terms;
- Obtain and maintain all necessary rights, licenses, and consents for Canon to perform its obligations.

4.5.2 By instructing Canon to implement the Service, the End-User represents and warrants that:

- It maintains a stable internal IP network and internet access;
- It authorizes the installation and activation of DBS Software on Covered Devices;
- It consents to the use of communication protocols (e.g., HTTPS) for data transmission;
- It has provided the necessary hardware and software as specified by Canon;
- It authorizes Canon to access and use Backup Data for service delivery and improvement, and to activate the Content Delivery System (CDS) for firmware and software updates.

4.5.3 The End-User shall be solely responsible for all activity under its DBS Account and shall promptly notify Canon of any unauthorized access, suspected security breach, or misuse of Backup Data.

4.5.4 The End-User shall ensure the accuracy, legality, and appropriateness of all Backup Data submitted for storage. Canon shall not be responsible for verifying or validating the content of such data.

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