



HP ELECTRONIC FACSIMILE TERMS OF SERVICE

ATTENTION: BEFORE USING THE HP ELECTRONIC FACSIMILE SERVICE (THE “FAX SERVICE”), PLEASE CAREFULLY READ THESE “HP ELECTRONIC FACSIMILE TERMS OF SERVICE” (THIS “AGREEMENT”). THIS AGREEMENT IS BETWEEN THE USER OF THE FAX SERVICE (“YOU”) AND HP INC. (“HP”) AND GOVERNS YOUR USE OF THE FAX SERVICE. TO THE EXTENT THAT ANY SEPARATE OR ADDITIONAL TERMS APPLY TO YOUR USE OF THE FAX SERVICE AND CONFLICT WITH THIS AGREEMENT (FOR EXAMPLE, ADDITIONAL TERMS GOVERNING FACSIMILE PROGRAMS THAT MAY BE OFFERED BY HP AS ADDITIONS TO THE FAX SERVICE), THE CONFLICTING SEPARATE TERMS SHALL CONTROL AS TO THE SUBJECT MATTER CONTAINED THEREIN.

YOUR USE OF THE FAX SERVICE INDICATES THAT YOU HAVE READ AND ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ALL OF ITS TERMS. BY USING THE FAX SERVICE, YOU REPRESENT TO HP THAT YOU HAVE REGISTERED AND RESIDE IN A COUNTRY WHERE THE FAX SERVICE IS PERMITTED AND YOU WILL BE IN SUCH A COUNTRY WHENEVER YOU USE THE FAX SERVICE.

THE FAX SERVICE IS ONLY SUPPORTED IN CERTAIN COUNTRIES. IF YOU ARE USING THE SERVICE IN AN UNSUPPORTED COUNTRY, THEN SERVICE BLOCKAGES MIGHT OCCUR. FOR A LIST OF SUPPORTED AND UNSUPPORTED COUNTRIES, PLEASE VISIT <https://www.hpsmart.com/us/en/mobile-fax/>

YOU MAY REVIEW, SAVE OR PRINT ANY PART OF THESE TERMS OF SERVICE. WE ENCOURAGE YOU TO PRINT OUT A COPY OF THIS ENTIRE DOCUMENT AND REFER TO IT AS YOU USE THE FAX SERVICE.

INDEX

1. DATA COLLECTION.
2. AGREEMENT TO CONTRACT ELECTRONICALLY.
3. CHANGES TO THIS AGREEMENT AND TO THE FAX SERVICE.
4. YOUR REPRESENTATIONS AND OBLIGATIONS.
5. FAX SERVICE REQUIREMENTS.
6. FAX SERVICE SET UP.
7. PAYING FOR YOUR FAX SERVICE.
8. MANAGING YOUR FAX SERVICE.
9. CANCELLATION.
10. FAX PROGRAMS.
11. GENERAL TERMS AND CONDITIONS.

1. DATA COLLECTION.



Personal data. The collection and use of data shall be governed by the HP Privacy Statement located at www.hp.com/go/privacy and the country specific statement located at <https://www8.hp.com/us/en/privacy/ww-privacy.html>.

Remote Monitoring. Your use of the Fax Service indicates Your authorization for HP to remotely monitor (1) Your Faxing page count and regions to which you Fax and (2) Your usage of the Fax Service to prevent unauthorized use of Your account and to improve Your experience with HP products and services. Remote monitoring includes page counts, types of documents printed (e.g. pdf, jpeg, etc.), types of devices that initiated the faxing jobs and other similar types of metrics related to your use of the Fax Service as may be added by HP from time to time.

Sharing of Personal Data. By using the Fax Service, You agree to allow HP to share the number from which you sent the facsimile ("Send From Number") and the number to which the facsimile is sent ("Send to Number") with a 3rd party facsimile service to enable the faxing process. The phone numbers are collected and used in accordance with the provisions of the HP Privacy Statement, and, by contract, the 3rd party has agreed not to share the numbers outside of the Fax Service process. Your personal data from the registration is used for validating that you have the legal right to use the Fax Service according to your local laws and regulations. For purposes of this paragraph, "personal data" includes Your name, shipping address, city, state, zip code, email, and date of registration.

2. AGREEMENT TO CONTRACT ELECTRONICALLY.

Your enrollment in and use of the Fax Service signifies Your agreement to contract electronically with HP. This means that when You click the button to complete Your enrollment in the Fax Service, You are agreeing to all of the terms in this Agreement and You are entering into a binding contract with HP. You will need to create a HP ID account after downloading the HP Smart Application ("HP Smart App."). HP may communicate with You by e-mail, messages through your Fax Service Account, or by posting notices on www.hpsmart.com/us/en/mobile-fax (the "Site"), the HP Smart App., or on Your Fax Service Account page (Your "Dashboard"). You agree that all such notices, disclosures and other communications that HP provides to You electronically satisfy any legal requirement that such communications be in writing. Costs associated with Your maintaining an email account or text messaging capability are Your responsibility and are not included in the Fax Service.

3. CHANGES TO THIS AGREEMENT AND TO THE FAX SERVICE.

HP may modify this Agreement at any time in its sole discretion with at least thirty (30) days prior notice to You, except as provided herein. HP may do so by posting a notice of such modification on the Site, or sending notifications of such modifications to Your email address listed in your Settings page in your Fax Service Account. Unless otherwise stated by HP, any such modification becomes effective thirty (30) after posting or sending of such notice to You. Your continued use of Fax Service after a modification becomes effective will indicate Your acceptance of the modified Agreement. If You do not accept the Agreement as modified, do not use the Fax Service and cancel it by following



the directions in Section 9 ("Cancellation") below. In addition, HP, in its sole discretion, may suspend performance, refuse to provide the Fax Service to You, or suspend or cancel Your use of the Fax Service, and may modify, suspend or discontinue the Fax Service (or any version, part or feature thereof) in accordance to the terms in Section 9 ("Cancellation by HP"). HP shall give You a reasonable opportunity to accept any modifications made to pricing or material changes to the Fax Service prior to such modifications go into effect.

4. YOUR REPRESENTATIONS AND OBLIGATIONS.

By using the Fax Service, You hereby represent that:

You are at least eighteen (18) years old and have the legal right, capacity and authority to use the Fax Service and enter into this Agreement with HP and to be legally bound by its terms;

You are not using the Fax Service in Your capacity as a public sector employee or otherwise intend to use the Fax Service for any government-related use;

Any and all information provided by You to HP in connection with the Fax Service, including but not limited to personal data (for example: Your name, address, credit/debit card number and expiration date, other payment method information, and email or text messaging account information) is true, accurate and complete, and You will notify HP of any change to such information;

The Fax Service is used by You for Your individual use, and not for resale, redistribution or to otherwise share with other parties, and you represent that You will not use the Fax Service on behalf of others where You collect a fee (e.g., in connection with any type of printing or copying business);

You shall not abuse the Fax Service or otherwise engage in inappropriate activities with respect to the Fax Service, and you represent that You, and not HP, are responsible for anything You fax using the Fax Service;

You are solely responsible for the actions of others who use Your Fax Service Account;

You and not HP are responsible for your use of the Fax Service in any geographic, governmental entity location, region, and territory and to ensure that you are in full compliance with applicable laws, rules and regulations therein. If You are outside of the USA, your Fax Service will continue to use the phone number that was procured and registered in the USA and may be subject to additional regulations and local law. You are solely responsible for knowing and complying with these laws. If you are traveling in certain countries where it is illegal to use a USA phone number to communicate, you must abstain from using the Fax Service. HP cannot be held liable or implicated in any wrongdoing regarding such use;

If You are using the Fax Service in the USA, You will comply with the Telephone Consumer Protection Act of 1991, as amended, Health Insurance Portability and Accountability Act, and any anti-spam, anti-fraud or confidentiality regulations such as laws protecting health information or privacy data; and

YOU WILL INDEMNIFY HP AND HOLD HP HARMLESS WITH RESPECT TO ALL CLAIMS, LIABILITIES, LOSSES AND OTHER COSTS ARISING FROM YOUR BREACH OF THIS AGREEMENT OR OTHERWISE RELATED TO YOUR USE OF THE FAX SERVICE, PROMOTIONAL OFFERS, OR THE SITE. HP RESERVES



THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND DOING SO WILL NOT EXCUSE YOUR INDEMNITY OBLIGATIONS. HP'S DAMAGES SHALL BE LIMITED TO DIRECT DAMAGES AND SUCH DAMAGES SHALL BE CAPPED AT YOUR SERVICE PLAN MONTHLY RATE FOR ONE MONTH OF SERVICE.

5. FAX SERVICE REQUIREMENTS

E-mail and HP ID Accounts Required. You must maintain, at Your own expense, a valid email account or, if applicable, texting capability to receive notices and other information regarding the Fax Service. In order to use the Fax Service, You must create and maintain an HP ID (or its successor) account ("HP Account"). Once you have created Your HPC Account, You will still need to create Your Fax Service Account using the HP Smart App., or on the Site. You will manage and pay for your Fax Service through Your Dashboard. You may access Your Dashboard through your HP Account.

HP Smart Required. In order to use the Fax Service, You will need to use HP Smart by downloading the HP Smart App. To utilize HP Smart, you must have an HP Smart supported device (this includes HP Smart for Android, iOS & iPad, Windows/Mac or HPSmart.com). You expressly allow HP to remotely change, patch, update, or otherwise modify the HP Smart with notice sent to You using the email address in Your Settings page in your HP Account, in order to provide the Fax Service to You or to comply with applicable laws. Unless otherwise indicated, any software or firmware that is utilized by HP Smart or otherwise provided to You to enable the Fax Service is provided pursuant to the software licensing terms that accompanied Your printer, HP Smart App, or pursuant to the HPC Account terms of use, as applicable.

Internet service is not provided by HP and must be separately obtained and paid for by You. Please check with Your internet provider for information on possible Internet data usage charges and any other applicable charges. You are responsible for obtaining and maintaining, at Your sole expense, all equipment and services needed to access and use the Fax Service.

Cell Service Notice. Your non-printer device (phone, tablet, pc) must be connected to the internet to use the Fax service. Depending on your device and application permissions, the Internet connection will be through your Internet provider or cell service provider or both. Cell and data plan charges may apply to your connectivity account. HP is not responsible for any Internet connection charges that you incur through the use of the Fax Service.

As between You and HP, HP retains all ownership rights and interest in the Fax Service.

6. FAX SERVICE SET UP

Service Plans. When You first create Your Fax Service Account, you will enjoy a trial version ("Free Fax Service Trial") of a Fax Service plan (each a "Service Plan") described on www.hpsmart.com/us/en/mobile-fax. The trial version is only available for a limited time as set forth on ADD URL HERE.

During the Free Fax Service Trial period, HP may terminate your Fax Service at any time or convert the Free Fax Service Trial plan into an updated Free Fax Service Trial plan with notice of 30 days. You will have the option to terminate or sign up for a new Service Plan at that time. Notice shall be sent



to Your email address listed in your Settings page in your Fax Service Account. Termination instructions can be found in Your Fax Service Account.

Faxed Page. A “Faxed Page” is each page in the document to be faxed, including a fax cover sheet. For the Free Fax Service Trial period, fax pages are limited to only letter-sized pages. The Faxed Page might be of type: jpg, pdf, png only. The complete set of Faxed Pages is referred to as a “Fax Job”. A Fax Job page total is limited to a minimum of 1 page and a maximum of 50 pages. The file size maximum limit of a Fax Job is 20mb. HP may change the Fax Job limits at any time for any reason with no notice to You. HP has the right to block a Fax Job for any reason including but not limited to failure to comply with page or file size limits and HP cannot be implicated for any legal issues that would arise from this action. You are responsible for completion of Fax Service transactions.

No Transfer of Fax Service. You cannot transfer Your Fax Service to another person.

7. PAYING FOR YOUR FAX SERVICE

Prior to the Free Fax Service Trial period expiring, You will be given an opportunity to enroll in a Service Plan and be asked to provide credit card information. HP will charge your credit card for Your Service Plan. You will receive notice of Your enrollment into a Service Plan at the email address and/or telephone number listed in your Settings page in your Fax Service Account. You can always go to Your Dashboard to change or cancel the Service Plan.

You may access Your tracking of pages faxed and billing information on Your Dashboard. You are responsible for all pages faxed on Your printer while using the Fax Service, whether or not You specifically authorized the faxing of those pages.

HP may waive Service Plan fees in connection with certain promotional offers; see applicable terms and conditions for more information.

If You do not choose a Service Plan by the end of the Free Fax Service Trial period, Your Fax Service will terminate.

8. MANAGING YOUR FAX SERVICE

The details of Your Fax Service will be displayed on the app screens or settings screen on Your Dashboard and will provide You with, among other items, the current status of the number of pages faxed.

Customer Support Center. If You need assistance or have questions about Your Fax Service or Your Fax Service Account, please refer to www.hp.com/go/MobileFAXsupport or the HP Smart App. for customer support.

9. CANCELLATION.

Cancellation by HP. Notwithstanding the foregoing, in addition to HP’s rights under Section 3 (“Changes to this Agreement and to the Fax Service”), HP may cancel Your Fax Service at any time in its sole discretion for any reason upon at least thirty (30) days notification to You at the email



address in your Settings page in your Fax Service Account. Except for cancellation due to material breach by You, HP shall refund the proportional unused part of the monthly Service Plan that was not used. In addition, HP may cancel Your Fax Service and this Agreement at any time in its sole discretion immediately upon notification to You at the email address in your Settings page in your Fax Service Account if (i) You breach the terms of this Agreement (including but not limited to failing to pay for the Fax Service or You no longer have a valid payment method); or (ii) HP in its sole discretion believes that You otherwise abused the Fax Service or engaged in inappropriate behavior, illegal activities, or any other action that merits termination of Your use of the Fax Service. Any cancellation by HP pursuant to subsections (i) and (ii) above may be without any refund to You of any advance payments made.

Consequences of Cancellation. Unless otherwise, stated herein, You agree that HP will not be liable to You for any cancellation of Your Fax Service or refusal to give You access to the Fax Service or Site. Upon cancellation of Your Fax Service for any reason, any rights granted to You under this Agreement will terminate and You must immediately cease all use of the Fax Service.

Changes and Termination. HP reserves the right to change, modify, disqualify You, prospective subscribers, and/or suspend, terminate, or discontinue the Fax Service in its entirety at any time with thirty (30) days' notice to You according to Sections 3 ("Changes to this Agreement and to the Fax Services") and the paragraph "Cancellation by HP" set forth above.

10. FAX PROGRAMS

HP may, from time to time, offer other fax programs ("Fax Program") to Fax Service users that are in addition to the Fax Service described in this Agreement. Unless otherwise described in the terms and conditions governing a Fax Program, each such Fax Program shall be governed by the terms and conditions contained in this Agreement.

11. GENERAL TERMS AND CONDITIONS

YOU AGREE THAT THE FAX SERVICE , FAX PROGRAMS, AND THE SITE ARE PROVIDED BY HP ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, HP DOES NOT PROVIDE ANY WARRANTY WHATSOEVER WITH RESPECT TO THE FAX SERVICE, FAX PROGRAMS, AND THE SITE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) RELATED THERETO, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, HP DOES NOT WARRANT THAT THE FAX SERVICE, FAX SERVICE PROGRAMS, OR THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE OR THAT DEFECTS WILL BE CORRECTED, AND MAKES NO WARRANTIES REGARDING THEIR TIMELINESS, ACCURACY OR RELIABILITY. Some jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimers may not apply to You in their entirety, but will apply to the maximum extent permitted by applicable law.

Intellectual Property Rights. You will not gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by HP. HP will retain exclusive ownership of the Fax Service, Fax Programs, and the Site and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation and



techniques relating to the Fax Programs, and the Site. HP, and any other product or service name, slogan or logo contained in or on the Fax Service, Fax Programs, or the Site are trademarks of HP or its licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of HP or the applicable trademark owner. You may not use any metatags or any other hidden text utilizing any trademark of HP without HP's prior written permission.

LIMITATIONS OF LIABILITY AND REMEDIES. IF YOU ARE IN ANY WAY DISSATISFIED WITH THE FAX SERVICE OR ANY PART THEREOF INCLUDING, BUT NOT LIMITED TO, A FAX PROGRAM OR THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE FAX SERVICE AND/OR THE APPLICABLE FAX PROGRAM. TO THE FULLEST EXTENT PERMITTED BY LAW AND UNLESS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL HP, ITS SUCCESSORS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO DOWNTIME COSTS, LOST PROFIT, LOST REVENUE OR LOST DATA OR OTHER CONTENT) OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE FAX SERVICE, FAX PROGRAMS, OR THE SITE, WHETHER BASED IN CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, EVEN IF HP, ITS SUCCESSORS, OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT HP, ITS SUCCESSORS, OR AFFILIATES ARE HELD LEGALLY LIABLE TO YOU, HP'S, ITS SUCCESSORS', AND AFFILIATES' AGGREGATE MAXIMUM LIABILITY TO YOU IS LIMITED TO THE AMOUNT OF YOUR MONTHLY FEE PAID BY YOU TO HP FOR THE FAX SERVICE AND/OR AN FAX PROGRAM FOR THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. Some jurisdictions do not allow the exclusion or limitation of particular types of damages, so the above limitation or exclusions may not apply to You in their entirety, but will apply to the maximum extent permitted by applicable law.

Compliance with Laws, Including Export Laws. You agree to comply with all applicable laws and regulations. Without limiting the foregoing, You are responsible for compliance with U.S. and other applicable countries' export control laws and regulations ("Export Laws"). You will comply with all Export Laws to ensure that the Fax Service, and any related materials, including but not limited to technical data, are not (1) exported or re-exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including without limitation nuclear, chemical or biological weapons proliferation. Without limiting the foregoing, You agree that the Fax Service, and related materials may not, in violation of any Export Laws or other applicable laws or regulations, be exported or re-exported (i) into any U.S. embargoed countries, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

No Responsibility for Third Party Materials or Websites. Certain content, offers, products, services and other materials made available via the Fax Service to You are from third parties ("Third Party Materials"), and You agree that HP is not liable for Third Party Materials. Your use of Third-Party Materials is at Your own risk and may be subject to additional terms. In addition, links from the Fax Service and the Site to third party websites ("Third Party Websites") may be provided, and HP is not



liable for Third Party Websites or Third-Party Materials made available through them. The HP Privacy Statement is not in effect on Third Party Websites and HP is not liable for any use of Your information or data by them.

Governing Law. Any disputes arising out of or otherwise relating to this Agreement, whether based on contract, tort, fraud, or any other legal theory, shall be governed by the law of the state or country in which You currently reside without regard to its conflict-of-law principles.

Entire Agreement; Order of Precedence. The terms of this Agreement and other HP terms expressly referenced in this Agreement or applicable to the Fax Service or a Fax Program that You have agreed to, constitute the entire understanding between You and HP relating to the Fax Service and will supersede any previous communication, representation or agreement whether oral or written. In the event of any conflict between this Agreement and the HP Smart terms of use, the terms of this Agreement shall control as to the subject matter contained in this Agreement. In the event of any conflict between this Agreement and any other separate terms applicable to the Fax Service (e.g. promotional offer terms), the conflicting separate terms shall control as to the subject matter contained in those specific and separate terms.

Miscellaneous. HP's failure to exercise any right under this Agreement will not constitute a waiver of such or any other right. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the court should endeavor to give effect to the intentions reflected in the provision, and the other provisions of the Agreement will remain in full force and effect. You may not assign this Agreement by operation of law or otherwise; HP may assign this Agreement. The section titles in this Agreement are for convenience only and have no legal effect. This Agreement will be interpreted without application of any strict construction in favor of You or against HP. Without limiting any other provision in this Agreement, HP shall not be liable for any failure of the Fax Service, or the Site which results from acts or events beyond its reasonable control. All terms in this Agreement that by their nature would survive termination of this Agreement upon cancellation of Your Fax Service (including but not limited to those terms related to limits on HP's and its affiliate's liability, Your liability, applicable law, Your payment obligations for the Fax Service, and Your obligation to return any Fax Program cartridges to HP in the manner designated) will survive termination.

HP CONFIDENTIAL