

# End-User License Agreement

IMPORTANT - PLEASE READ CAREFULLY:

This End-User License Agreement (“EULA”) is a legal agreement between you and Brother Industries, Ltd. (“Brother”, “we” or “our”), which governs your use of the Brother software “iPrint&Scan” (including associated materials or documents) provided with this EULA (“SOFTWARE”). If you agree to be legally bound by the terms and conditions of this EULA, you may use the SOFTWARE in accordance with the terms and conditions of this EULA. If you do not agree to the terms and conditions of this EULA, you obtain no license to the SOFTWARE. In such case, you may not use the SOFTWARE.

## ■ Terms and Conditions.

### 1. Ownership.

All right, title and interest in and to the SOFTWARE (including all copyright and other intellectual property rights therein) are owned by Brother or its suppliers. The SOFTWARE is licensed but not sold.

### 2. Grant of License.

2.1 Brother grants you a non-exclusive license to install and use the copy of the SOFTWARE on your devices, to the extent necessary for intended use of Brother's products (including, but not limited to printer products) for which such SOFTWARE will be used (“Brother Machine”).

2.2 Brother further grants you a license to make one copy only of the SOFTWARE solely for archival and back-up purposes. Any such copy shall also reproduce all copyright and intellectual property right notices from the original.

2.3 Other than as expressly permitted by Sections 2.1 and 2.2 above, or where you have a right at law to do so (and such right cannot lawfully be excluded) you may not (i) make any copies of the SOFTWARE (including associated documents or materials within the SOFTWARE such as, including but not limited to documents, pictures, illustrations and movies provided by Brother) (ii) modify the SOFTWARE (iii) reverse engineer, disassemble, decompile or use the SOFTWARE to create any derivative work, or (iv) rent, sub-license, transfer (other than in accordance with Section

3) or lease the SOFTWARE.

### 3. Transfer.

You may permanently transfer the SOFTWARE to any person, provided that when you transfer the SOFTWARE, you must also transfer and deliver to such person any upgrades and associated materials and documents provided to you by or on behalf of Brother and, provided also that such person confirms to Brother its acceptance of this EULA with respect to such Software.

Notwithstanding the foregoing, you must not deliver to such person any copy of the SOFTWARE made by you in accordance with Section 2.2. Upon transfer, you must erase all copies of the SOFTWARE made by you and/or which are contained on any device within your possession or under your control. The warranty is not transferable.

### 4. WARRANTIES DISCLAIMER

TO THE EXTENT ALLOWED BY LAW, THIS SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. BROTHER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE.

### 5. Limitation of Liability.

IN NO EVENT SHALL BROTHER BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SOFTWARE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. YOUR USE OF THE SOFTWARE IS ENTIRELY AT YOUR OWN RISK. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICE, REPAIR OR CORRECTION AND, TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, YOU AGREE TO UNCONDITIONALLY WAIVE ALL STATUTORY OR OTHER RIGHTS THAT MAY BE HELD BY YOU AGAINST BROTHER IN RESPECT OF SUCH DEFECT. Notwithstanding the above, these terms do not purport to limit the statutory rights of a consumer that cannot be waived under the applicable law.

### 6. Cost, charge incurred for your use of the SOFTWARE.

You agree and understand that service(s) available by the SOFTWARE may be provided through any network communication and any cloud server as operated by Brother or its suppliers (“Server”), and therefore, during the course of your using this SOFTWARE, any communication charge due to utilization of such network and Server will occur, and you shall bear such charge. In addition to the above charge, you are solely responsible for any costs or expenses incurred by you in connection with your use of the SOFTWARE. In no event shall Brother reimburse you for any above charge, costs or expenses.

#### 7. The third party’s service.

The SOFTWARE allows you to utilize third-party services and applications (including but not limited to cloud storage services) (collectively, "Third-Party Services") at your own discretion. The Third-Party Services, are governed by the terms and conditions separately defined and provided by the third party. Use of such Third-Party Services is absolutely at your own risk and discretion, and therefore, Brother shall not have any responsibility to secure a minimum volume or space for storage of files and data, even if you do not have enough volume or space when you attempt to transfer your files and data to or from the Third-Party Services. Furthermore, Brother shall not be liable for any errors, losses and damages incurred to you and your property (including any data you upload or attempt to upload), whether visible or not, arisen by connection of the SOFTWARE with the Third-Party Services, including but not limited to losses or damages caused:

- i) To any files and data when you have attempted to upload, download or otherwise transfer them to or from the Third-Party Services,
- ii) By any change of designs, functions, structures or specifications of Third-Party Services,
- iii) Any renewal or termination of Third-Party Services,
- iv) By any uploads or disclosures of personal information you possess (whether intentionally or not, and regardless of whether you have uploaded or disclosed such personal information by knowing or not knowing the risk that such personal information may be disclosed and provided to an unspecified number of third parties in the world through internet services), or
- v) By any malfunctions or errors caused by or from the use of your computers, hardware devices, or software.

#### 8. Connection of SOFTWARE and Brother Machine.

You shall acknowledge that when you connect the SOFTWARE and the on-line Brother Machine, you may be required to change the settings of routers and input certain IP address or ID and passwords for Third-Party Services. Brother shall not be liable for any troubles, disputes, and related damages incurred when you attempt to connect the SOFTWARE to on-line Brother Machine owned, managed, or in control by you or any other third parties.

## 9. Term and Termination.

This EULA will become effective upon your acceptance and shall continue in effect unless you transfer the SOFTWARE in accordance with the EULA and the transferee undertakes to Brother to be bound by this EULA with respect to the SOFTWARE. However, Brother may terminate this EULA without notice if you breach any of its provisions.

## 10. Export Regulations.

You may not export or re-export the SOFTWARE or any copy or adaptation thereof in violation of any applicable laws or regulations.

## 11. Governing Laws.

This EULA is governed by the laws of Japan and Japanese Courts shall have exclusive jurisdiction with respect to this EULA except with regard to enforcement in which case the jurisdiction of the Japanese Courts shall be non-exclusive.

## 12. Illegality.

If any of the provisions of this EULA shall be declared illegal or unenforceable in whole or in part, such provisions shall be severable and independent from the other provisions of this EULA, and the validity of the other provisions and of the entire EULA shall not be affected.

## 13. Third Party Rights.

The provisions of this EULA are intended only to have effect between Brother and yourself and are not intended to confer any benefit or right of enforcement upon any other person.

## 14. Personal License.

The rights granted by Brother hereunder are personal to you and you shall not be permitted to assign, transfer or otherwise make over to any third party the Software or the benefit or burden of this EULA or any of the rights granted hereunder other than as expressly permitted by Section 3.

## 15. Third-Party Software

The SOFTWARE may contain third-party software and/or Open-source software programs (collectively, “Third-Party Software”). As for details of the Third-Party Software, please refer to the terms and conditions separately defined.

## 16. Changes to the EULA

Brother may update this EULA in the below cases: A) When the changes are made for the users’ benefit, or B) When the updates to the EULA are adequate, reasonable, and not contrary to the purposes of the privacy policy.

Brother will notify you and give you the opportunity to review any material changes or updates to the EULA, by posting a notice on Brother’s website or by any other appropriate methods before the EULA enters into effect. Once the updated EULA is in effect, you will be bound by it if you continue to use the Software.

## ■ Privacy Policy

This privacy policy governs your use of the Brother iPrint&Scan mobile application (“SOFTWARE”) provided by Brother Industries, Ltd. (“Brother” , ”we”, or “our”).

### 1. Storage of Information in our server

When you print certain types of files through the SOFTWARE, such files will be automatically sent to our server, converted into printable format files, and then sent back to your device. If you use the SOFTWARE to print data from Gmail or Google Drive, both of which are services provided by Google LLC. (“Google”), the SOFTWARE will automatically access the data stored in the Google server. Then, unless you are printing Gmail data, the data will automatically be sent to our server, converted into printable format files, and then sent back to your devices (Brother products). Any and all files including the above data, except for Gmail data, will be automatically deleted within a short period of time after such conversion. There is no storage capability in our server. Brother does not access, store, or use such files without your prior consent, other than for the purposes of converting the data as described above.

### 2. Device Data

#### a) Data from the Brother Machine

After installing the SOFTWARE, information from Brother's products for which the SOFTWARE will be used (“Brother Machine”), including but not limited to, product model, serial number, total

number of pages printed, error history, product settings, print job settings, and other information about Brother Machine (collectively, “Product Data”) will be sent to our server.

If you do not wish to send your Product Data, please disable the checkbox under Information > Usage Information > Send Information. In case you continue to use this SOFTWARE without disabling this function, you shall be deemed to have consented to the sending of Product Data from the Brother Machine.

#### b) Data from Connected Devices

Information from the device(s) connected to the Brother Machine (“Connected Device”), including, but not limited to, OS information, locale ID, firmware information, usage of the functions of the SOFTWARE, and usage history of the SOFTWARE, and other information about the Connected Device (collectively, “Connected Device Data”) will be sent to our server.

#### c) How we use your Device Data

Product Data and Connected Device Data (collectively, “Device Data”), except for the serial number, cannot be used in itself or in combination with any other information we may have to identify you as a person. We reserve the right to use such Device Data solely for the improvement of the SOFTWARE or any other products/services of Brother, our marketing/research activities without identifying you as a person, product planning or any other related activities for our customer’s benefits (collectively “Purposes”). We will not use your Device Data other than for the Purposes without your prior consent.

Device Data includes the serial number of your Brother Machine. The serial number can be associated with the data which you might register to our sales company’s product registration website. However, we will not use the serial number to identify you or other than for the Purposes. Serial number may be stored in Server located in countries without an adequate level of protection for personal data compared to that in your country, but we will control the serial number in strict accordance with “Brother’s Statement on Device Data Worldwide” which is available at here .<  
<http://www.brother.com/privacy/device/index.htm>>

Notwithstanding the foregoing, Brother or Brother’s affiliates may ask for your consent to use Device Data for various direct marketing purposes in the course of providing our products or services (“Direct Marketing”). Such request to use the Device Data for Direct Marketing purposes shall be made clearly and separately from this privacy policy. It shall not be construed in any way that you are obliged to consent to the processing of Device Data for Direct Marketing purposes. Brother shall use or provide to its affiliates the Device Data for Direct Marketing purposes only with your consent, and you will not be deemed to have consented to such purposes solely by agreeing to this privacy policy.

If you have previously installed any software or application for the Brother Machine (for the purposes of this paragraph, Brother Machine shall be limited to Brother's printers and multifunctional products only), installing this SOFTWARE may overwrite the features used for collecting Device Data under such previous software or application. In such case, the terms and conditions of Section 2 of this Privacy Policy shall apply to your Device Data collected and processed under such previous software or application.

### 3. Usage of Google Analytics in Brother Website

When users select a Wifi or Wifi-Direct compatible product while selecting a Brother Machine to use with the SOFTWARE for the first time, or when you select a Brother Machine for the first time after you update the SOFTWARE (including when you re-select the same Brother Machine), the SOFTWARE may automatically display a website operated by Brother or its sales subsidiary in the region where you reside ("Brother Website"). The Brother Website uses Google Analytics, a web analytics tool provided by Google. When using Google Analytics, Brother uses cookies and identifies you using a randomly assigned client ID.

When the SOFTWARE automatically displays the Brother Website, your Product Data (including, but not limited to, product model and serial number) and your Connected Device Data (including, but not limited to, your country information and language information) are added as parameters to the end of the Brother Website URL. When you visit the Brother Website for the first time using the URL containing the parameter, and from thereon when you visit the Brother Website, the parameter will be associated with your randomly-assigned Client ID and recorded in Google Analytics. For details on the use of Google Analytics, please refer to the General Privacy Policy of Brother Industries, Ltd. which is available here. <<https://global.brother/en/privacy>>

If you would like to prevent your data from being collected and processed by Google Analytics, you can opt-out from Google Analytics by downloading and installing the Google Analytics' Opt-out Add-on <<https://tools.google.com/dlpage/gaoptout/>>. Se pretender impedir a recolha e o processamento dos seus dados por parte do Google Analytics, pode optar por desativar o Google Analytics transferindo e instalando o suplemento de desativação do Google Analytics <<https://tools.google.com/dlpage/gaoptout/>>.