

Terms of Use for Wacom Services

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1. When do these Terms of Use Apply?

- a. Welcome to the Wacom Website, which is owned and operated by Wacom Australia Pty Ltd. These Terms of Use apply to You whether You enter into these Terms of Use from Wacom's Australian or New Zealand websites.
- b. Please read these Terms of Use carefully before You start to use this Wacom Website. We encourage You to print them and keep a copy of them. By continuing to use the website You agree to be bound by these Terms of Use.

If You do not agree to these Terms of Use, do not continue to use this Wacom Website.

- c. **The benefits that Wacom provides to consumers under these Terms of Use are in addition to any other rights or remedies a consumer may have in respect of these goods or services under the Australian Consumer Law or New Zealand consumer laws, as applicable to You. These Terms of Use do not exclude, limit or modify any of the rights or remedies that You may have under the Australian Consumer Law or New Zealand consumer laws, as applicable to You.**
- d. These Terms of Use apply to:
 - i. the use of this Wacom Website or any other Wacom branded website (collectively known as Wacom Websites), from the date You first use this Wacom Website;
 - ii. the use and operation of any Wacom Account that You set up using any Wacom Website, from the date that You activate Your Wacom Account by clicking the activation link to the Wacom Account (You will also be asked to accept these Terms of Use when you set up your Wacom Account) and are subject to clauses 4(b) and (c);
 - iii. any subscriptions, goods or services that Wacom, Wacom Affiliate or independent third party may offer through any Wacom Website or Your Wacom Account ("Wacom Offerings"), from the time that You use or purchase any such Wacom Offering. These subscriptions,

goods and services may be accompanied by other specific terms and conditions which are identified to You at the time You use or acquire them, in which case, those other terms and conditions will also apply to Your use or purchase of those subscriptions, goods or services. Where You use any of our third party payment facilitators such as PayPal or ZipMoney, You will need to accept their terms and conditions in order to be able to use their services. The availability of these Wacom Offerings is subject to clauses 4(b) and (c).

- e. If You use this Website to access the Wacom's Australian eStore (currently at <https://estore.wacom.com/en-AU/>) or the Wacom's New Zealand eStore (currently at <https://estore.wacom.com/en-NZ/>) then the eStore Terms of Sale that are set out on the relevant Wacom eStore will apply to the use of that Wacom eStore and the subscriptions, goods and services that You may use or acquire through that Wacom eStore.
- f. To the extent that there is there is any inconsistency between:
 - i. the specific terms and conditions apply to Your use or purchase of those subscriptions, goods or services;
 - ii. the relevant Wacom eStore Terms of Sale;
 - iii. these Terms of Use,then that inconsistency shall be resolved in favour of the terms and conditions set out in sub-clause (i), then the terms and conditions set out in sub-clause (ii) and finally the terms and conditions set out in sub-clause (iii), above.
- g. Except to the extent permitted by law, Wacom will not be bound by any term, condition or other provision which is different from or in addition to the provisions of these Terms of Use, including for example, any term, condition or other provision submitted by You in any order, receipt, acceptance, confirmation, or other document.

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2. How can these Terms of Use be changed by Wacom?

- a. These Terms of Use are subject to change without prior notice that is specially addressed to You, at any time, in Wacom's sole discretion.
- b. Wacom will post notice of the new Terms of Use on this Website, and if You have given us an email address (including through Your Account via the relevant Wacom eStore) We may also email You a notice of the new Terms of Use to that email address. Your continued use of the Wacom Services or the use or acquisition of any Wacom Offerings after the date that the new Terms of Use become effective is deemed to be Your acceptance of the new Terms of Use. Failure to provide You with an email notice of the new Terms of Use does not invalidate any new Terms of Use.
- c. Where We make any change to these Terms of Use, the new Terms of Use will be effective:
 - i. immediately; for any use of the relevant Wacom Website;
 - ii. immediately; for any new agreements to use or acquire any Wacom Offering that You enter into after the date of notice of the new Terms of Use that are posted to this Wacom Website (but any agreement that You have already entered into for any Wacom Offering will not be changed by the new Terms of Use (but please note that any agreement that You may have entered into in relation to specific subscriptions, goods or services may include a right for Wacom, Wacom Affiliate or the relevant third party provider to vary those terms, and You should review those specific terms and conditions to see the arrangements for varying those terms that are set out in the relevant agreement);
 - iii. thirty days after the date the new Terms of Use are posted to this Wacom Website; for Your Wacom Account; or
 - iv. such other later date as Wacom states in the notice of the new Terms of Use that is posted to this Wacom Website.

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3. Notice of Terms that may Substantially Prejudice Your Interests (as required by New South Wales law)

- a. These Terms of Use include provisions which:
 - i. permit Wacom to provide data about You, or data that You have provided to us, (including personal information) to a third party that is in a form that may enable the third party to identify You to third parties and to transfer that data (including personal information) abroad with limited privacy protections, as described in clause 10 ("Privacy") below;
 - ii. provide for disclaimers as to what Wacom is liable for, as described in clause 11 ("Disclaimers") below;
 - iii. exclude or limit Wacom's liability, as described in clause 12 ("Limitation of Liability") below;
 - iv. provide for You to pay all liabilities, losses, damages, costs and expenses incurred by Wacom if You breach certain obligations in relation to Your Content, as described in clause 13 ("Your Indemnity") below.

- b. You should also review the terms and conditions of any third parties that apply to Your purchase of those products, services or payment mechanism. These terms and conditions will also contain conditions that exclude the liability of the third party supplier, provide for liability for damage of products that are delivered to You, for defective services, and/or permit the third party supplier to provide data about You, or data that You have provided to us, (including personal information) to a third party that is in a

form that may enable the third party to identify You.

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4. Wacom Accounts

- a. When You sign into any Wacom Service with Your Wacom Account, You may be prompted to accept these Terms of Use. In this case, You must accept these Terms of Use by clicking "I ACCEPT" (or similar) or taking such other action as prompted by the Wacom Service to indicate Your acceptance of these Terms of Use. If You do not accept these Terms of Use, You will not be permitted to complete the sign in process, and You will not be permitted to use the Wacom Service. Your Wacom Account will be subject to the terms and conditions applicable to it at the time You accepted and created Your Wacom Account, except as such terms and conditions are later amended or modified by Wacom as permitted by these Terms of Use.
- b. The use of a Wacom Account and the ability to enter agreements for Wacom Offerings is limited to:
 - i. persons over the age of 18; or
 - ii. if You are in Australia, persons who are under the age of 18 who have, or will immediately obtain, consent, approval or other acknowledgement, from an appropriate adult, as are acceptable to Wacom, and such consent, approval or other acknowledgement ensures that: (A) the Terms of Use is fully enforceable against both parties throughout its entire term, and (B) You, or the appropriate adult, can give any necessary consents under relevant privacy laws, in the relevant jurisdiction.

Accordingly, You may not sign up for a Wacom Account and You must not attempt to acquire any Wacom Offering, and Wacom may refuse to offer or provide You with a Wacom Account and/or the supplier of any Wacom Offering may refuse to provide You the subscriptions, goods or services under any Wacom Offering if these requirements cannot be met.

- c. Wacom reserves the right to refuse to offer or provide You a Wacom Account and/or refuse to provide you any Wacom Offering, if Your prior Wacom Account was previously terminated by Wacom, or if Wacom has previously terminated or cancelled any other agreement previously entered into by You and Wacom.
- d. You represent and warrant that:
 - i. You are at least 18 years old; or
 - ii. If You are in Australia and You are less than 18 years old and either:
 - A. at the time You enter into the Terms of Use, You have obtained consent, approval or other acknowledgement, from an appropriate adult, as are acceptable to Wacom, and such consent, approval or other acknowledgement ensures that: (1) the Terms of Use is fully enforceable against both parties throughout its entire term, and (2) You, or the appropriate adult, can give any necessary consents under relevant privacy laws, in the relevant jurisdiction. In this case, You must send a copy of such consent, approval or other acknowledgement promptly following Wacom's request; or
 - B. You will use the features within the Wacom Website to obtain the consent, approval or other acknowledgement, from an appropriate adult, as are acceptable to Wacom, and such consent, approval or other acknowledgement ensures that: (1) the Terms of Use is fully enforceable against both parties throughout its entire term, and (2) You, or the appropriate adult, can give any necessary consents under relevant privacy

laws, in the relevant jurisdiction, immediately after entering into these Terms of Use; and

- iii. Wacom has not previously terminated any prior Wacom Account owned or controlled by You, or any other agreement previously entered into by You and Wacom.

- e. When You sign up for a Wacom Account by selecting a username and password and by providing a valid email address (or alternatively, by using an existing social media account to provide Your information), You are requesting that Wacom makes You an offer to access and use the Wacom Services under these Terms of Use. Wacom will confirm receipt of Your registration request by email. If Wacom chooses to make You an offer (such decision to be made in Wacom's sole and absolute discretion), Wacom will do so by sending You an activation link by email. This may also be combined with the confirmation of receipt of Your request. You may accept Wacom's offer, and these Terms of Use become effective, if and when You activate Your Wacom Account by clicking the activation link, subject to clauses 4(b) and (c).
- f. The following terms and conditions also apply to any Wacom Account:
 - i. You agree that the information You provide to Wacom as part of obtaining a Wacom Account and/or using the Wacom Services is and will be accurate, current, and complete. You further agree to keep Your Wacom Account information, including Your name, email address and, if applicable, billing information (including billing address, payment method and payment details such as credit card numbers), current and up-to-date;

- ii. Your Wacom Account is personal to You and You acknowledge and agree that You must not assign, rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer Your Wacom Account to any third party. You also agree not to use the Wacom Account, username, or password of any other user, or permit any third party to use Your Wacom Account, username or password. Any licenses granted to You as part of any Wacom Offering that has been obtained through to Your Wacom Account are also personal to You and subject to the same restriction, except to the extent any other terms and conditions applicable to such Wacom Offering permit transfer or assignment, or the restriction on transfer or sale is prohibited by applicable law;
 - iii. You must keep the username and password for Your Wacom Account secure and confidential. You must inform Wacom immediately if You have reason to suspect that Your username and/or password has been disclosed to or otherwise obtained by any third party. You must not use the Wacom Account, username, or password of any other user, or permit any third parties to use Your Wacom Account, username, or password.
- g. You acknowledge and agree that You are solely responsible for any and all uses of Your Wacom Account, and any transactions and/or fees resulting as a result of any use of your Wacom Account, except where a third party has used Your Wacom Account and that third party gained access to Your Wacom Account through Wacom's breach of these Terms of Use or Wacom's negligence.
- h. If You are using or opening a Wacom Account on behalf of a company, entity, or organisation (collectively, a "Subscribing Organisation"), then You represent and warrant that You are an authorised representative of that Subscribing Organisation with the authority to bind such Subscribing Organisation to these Terms of Use, and that You agree to these Terms of Use on behalf of such Subscribing Organisation. In such a case "You" ("Your") in these Terms of Use refers to Your Subscribing Organisation, and

that Subscribing Organisation shall ensure that each individual user accessing and using the Wacom Account on behalf of the Subscribing Organisation complies with the obligations, limitations and restrictions contained in these Terms of Use. You may not open a Wacom Account for a Subscribing Organisation if You are under 18 years old. For the purpose of these Terms of Use, anyone using Your Wacom Account on behalf of any Subscribing Organisation is not a “third party” for the purpose of these Terms of Use.

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5.Wacom Services and Wacom Websites

- a. Wacom will permit You to access, view, operate and use any Wacom Service in accordance with these Terms of Use.

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6. Your Content

- a. You warrant and represent to Us that:
 - i. You own, or have the rights to licence all of Your Content for any uses set out in these Terms of Use;
 - ii. the possession and use of any of Your Content by any person in accordance with these Terms of Use will not infringe any person’s intellectual property rights (including copyright, patent, design rights, trade secrets or other proprietary rights) or any rights to confidentiality, privacy or other rights.
- b. You acknowledge and agree that:

- i. You enter any Your Content into a Wacom Service or a Wacom Offering entirely at Your own risk;
- ii. Wacom has no obligation to take any back up of Your Content. If You wish to store any Your Content You must take Your own back up of Your Content;
- iii. Wacom may immediately and without notice or liability to You, delete, edit or block access to any of Your Content in its discretion, including:
 - D. where such Your Content breaches this clause 6 or breaches Wacom's policies on appropriate content;
 - E. where Your Content is subject to any take down notice or other request from a third party for that Your Content to be removed (whether or not such third party request is valid or binding on Wacom);
 - F. in compliance with Wacom's data retention policies.
- c. You acknowledge and agree that You will not, nor will You permit any person to post, upload or distribute any Your Content into, or use in any way, any Wacom Service or Wacom Offering, that:
 - i. breaches any law, breaches any contract or other legal duty owed to a third party, infringes or misappropriates any intellectual property right, or commits any tort;
 - ii. is defamatory, libelous, inaccurate, unlawful (including in breach of anti-discrimination laws, youth protection or similar laws), or that a reasonable person would deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, religiously, sexually, racially or ethnically offensive, or otherwise offensive or harmful to Wacom or its business or any other person;
 - iii. infringes or misappropriates any patent, trademark, trade secret, copyright, right of publicity, other intellectual property right or other proprietary right or any right of confidentiality;
 - iv. infringes on any person's rights to privacy or any privacy law;

- v. contains any viruses, adware, spyware, worms, or other malicious code or any content or file that may have the effect of compromising any security or access control feature of the Wacom Service or a Wacom Offering.
- d. You acknowledge and agree that to the maximum extent permitted by law, You will not, nor will You permit any person to;
- i. access or tamper with or attempt to access or tamper with any area of the Wacom Service or a Wacom Offering that You are not authorised to access or otherwise attempt to probe, scan, or test the vulnerability of any Wacom or third party system or network;
 - ii. reverse engineer any aspect of the Wacom Service or a Wacom Offering, do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Wacom Service or a Wacom Offering;
 - iii. modify, translate, or otherwise create derivative works of any part of the Wacom Service or a Wacom Offering;
 - iv. use any data that belongs to Wacom or any third party for commercial purposes or in some other manner that violates their rights or applicable laws;
 - v. interfere or attempt to interfere with the proper workings of or any activities conducted on a Wacom Service or a Wacom Offering, or access or attempt to access the Wacom Service or a Wacom Offering with any bot, spider, crawler, or other automated system or process, or bypass robots.txt exclusion files or other measures as may be used to prevent or regulate access to a Wacom Service or a Wacom Offering;
 - vi. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access a Wacom Account of any other user without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via a Wacom Service or a Wacom Offering, or perform any other similar illegal or fraudulent activity;

- vii. post or send unsolicited commercial messages or advertise any goods, software, products, or services (other than the Wacom Offerings) through any Wacom Service or a Wacom Offering;
 - viii. use the Wacom Service or a Wacom Offering to create subscriptions or goods or perform services which compete or interfere with those of Wacom or its licensors;
 - ix. store, maintain, process or transmit an individual's government issued personal identifications number(s) (such as tax file numbers, driver's license, passport or Medicare numbers) or sensitive information or health information (as defined by Federal or State privacy laws);
 - x. take any action which might impose a significant burden on the infrastructure of a Wacom Service or a Wacom Offering;
 - xi. use the Wacom Service or a Wacom Offering in connection with life support systems, medical devices, or any application where failure or malfunction could lead to possible loss of life; or
 - xii. interfere with the ordinary operation or purpose of a Wacom Service or a Wacom Offering.
- e. If You have concerns about any Content that is available on Wacom Service or a Wacom Offering, please notify Wacom using the copyright notice procedures in Clause 14 of these Terms of Use.

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7. Warranties

- a. For all Wacom Offerings that Wacom supplies to You as principal, Wacom provides You with:
 - i. the relevant statutory guarantees under the Australian Consumer Law for Australian consumers for those Wacom Offerings; or

- ii. any rights You may have under the Fair Trading Act 1986 and/or the Consumer Guarantee Act 1993, as applicable, for New Zealand consumers for those Wacom Offerings.
- b. If You wish to make any warranty/statutory guarantee/consumer law claim You should contact Wacom Customer Support via telephone at:
 - i. 1300 2 WACOM (1300 292 266), if You are in Australia; or
 - ii. 0800 4 WACOM (0800 492 266), if You are in New Zealand.

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8. Payments and Taxes

- a. Wacom may provide certain paid or free services associated with the use of the Wacom Services and Wacom Offerings.
- b. All fees charged by Wacom may be modified or changed at any time in its sole discretion.
- c. When Your use of the Wacom Services or certain Wacom Offerings requires the payment of a fee, You will have the opportunity to review and accept the fees that You will be charged prior to becoming liable to pay them. If You do not agree to pay the fee, do not proceed with Your transaction.
- d. You are responsible for paying all fees and applicable taxes that are required to be paid in connection with the supply of the Wacom Service or any Wacom Offerings, to Us in a timely manner in accordance with any requirements set out in the Wacom Service or Wacom Offering, using a valid payment method. If Your payment method fails or You have not paid any amount to Us when it is due, You agree that Wacom may collect the amounts owed using other collection mechanisms, including collecting the amounts due using other payment methods on file with Wacom or retaining collection agencies.

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9. Intellectual Property Rights and Licences

- a. Wacom grants You a non-exclusive, royalty free, worldwide, time limited non- transferrable, personal licence to:
 - i. use, download, transmit, store, copy, translate, adapt, modify any third party Content that is included in the Wacom Service, for Your own non-commercial purposes; and
 - ii. access, view, operate and use any Wacom Service for Your own non-commercial purposes,

from the date You enter into these Terms of Use until the date that Your use of the Wacom Services ends or ceases under these Terms of Use.

- b. Where You are a Subscribing Organisation under clause 4(h), You may also use the third party Content and Wacom Services for your internal business administration purposes.
- c. All Wacom Services are, and remains, the property of Wacom or its Affiliates, licensors or suppliers, and is protected by intellectual property laws. You must not, nor may You permit any other person to access, view, operate, use, download, transmit, store, copy, translate, adapt or modify any Wacom Services in any way except in strict accordance with these Terms of Use or with Wacom's prior written consent. All rights in the Wacom Services that are not expressly granted to You under the Terms of Use are reserved to Wacom.
- d. You irrevocably grant Wacom and its Affiliates a non-exclusive, royalty free, worldwide, perpetual, transferrable, licence to use, post, download, transmit, store, copy, translate, adapt, modify, sub-licence, commercially exploit in any way (including in connection with the use or training of Artificial Intelligence and/or machine learning) and transfer, Your Content.
- e. You irrevocably grant Wacom a non-exclusive, royalty free, worldwide, perpetual, transferrable, licence to sublicense any user of any Wacom Service or a Wacom Offering to use, download, transmit, store, copy,

translate, adapt, modify Your Content for their own non-commercial purposes (or if the sub-licensee is an organisation, for their internal business administration purposes).

- f. Any comments, feedback, suggestions, or ideas (“Feedback”) You provide in connection with the Wacom Services may be used by Wacom in an anonymous or pseudonymous form. While You may continue to own all such Feedback, You grant to Wacom a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, disclose, sublicense, distribute, modify and otherwise commercialise and exploit the Feedback (provided that the Feedback is in anonymised or pseudonymised form). If You do not want Wacom to use the Feedback in this way or at all, do not provide any such Feedback to Wacom.

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10. Privacy

- a. You agree that Wacom may provide any of Your Content (including personal information), to any third party, in any country, where the disclosure, transfer and use of that Your Content is necessary or convenient to enable Wacom or its Affiliates to provide the Wacom Service or a Wacom Offering or to exercise its rights or perform its obligations under these Terms of Use. Wacom will use reasonable efforts to ensure that any such transferee keeps any personal information that is transferred to it confidential and complies with any applicable privacy laws.
- b. Information on Wacom’s use of personal information can be found in the privacy policy, currently available at <https://www.wacom.com/privacy>.

- c. Wacom's use of cookies in collecting and processing personal information is described in Wacom's Cookie Notice, currently available at <https://www.wacom.com/cookie-notice>.

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11. Disclaimers

- a. Nothing in this Terms of Use provides any warranty, guarantee or expectation that any features, functions, interfaces, Wacom Services or Wacom Offerings:
 - i. will be available, at all times, or at any time or will operate without interruption (e.g., during maintenance, changes, outages, and for other reasons);
 - ii. will be remain free or will be at a fee or any specific fee,and Wacom may modify, update, suspend, block or restrict access to, or discontinue (or make free or make or change a fee for) any or all Wacom Services or Wacom Offerings, for any or no reason, without notice, and without liability to You.
- b. From time to time there may be information on the Wacom Services, whether or not posted by Wacom or by other users, that is outdated or that contains errors, inaccuracies, or omissions ("Inaccuracies"). The information on the Wacom Services is informational only. Wacom reserves the right to correct any such Inaccuracies at any time.
- c. You acknowledge and agree that Wacom does not pre-screen any Content provided by any other any person other than Wacom and Wacom Affiliates and cannot guarantee that the Wacom Services or the Wacom Offerings will be free from Content that is inaccurate, deceptive, offensive, defamatory,

unlawful or otherwise objectionable. Wacom reserves the right to remove any Content that breaches the Terms of Use or Wacom's policies relating to data content, but is not under any obligation under these Terms of Use to do so, and is not liable to You or any other person if it does not do so. You acknowledge and agree that Wacom is acting only as a passive channel for person to access Content that is not Wacom Content.

- d. You may enter into other agreements with Wacom, Wacom Affiliates, and/or third parties through the Wacom Services that are specific to Your access to and/or use of certain Wacom Offerings. The supplier of any Wacom Offering will be clearly identified on the respective description page within the Wacom Services (and Wacom may enter into these agreements as legal agent of the third party).
- e. For third party supplied Wacom Offerings, Your access to and/or use of the Wacom Offering is subject to the respective Third Party Terms that are communicated to You by the respective third party supplier (and if Wacom is a party to these agreements, Wacom may enter into these agreements as the legal agent of the third party). In the event of any conflict between these Terms of Use and the any terms and conditions specific to the certain Wacom Offering, the terms and conditions specific to the Wacom Offering shall prevail with respect to that third party Wacom Offering only.
- f. Unless Wacom specifically says so on its Wacom Website, Wacom does not endorse the third party provider of the third party supplied Wacom Offering or the third party Wacom Offering itself, and Wacom is not responsible for, and shall have no liability in connection with, Your access to and/or use of such third party supplied Wacom Offering.
- g. If You purchase or sign up for a third party supplied Wacom Offering:
 - i. Your transaction is with the third party and not with Wacom, so You should review the Third Party Terms, other contracts, and/or privacy policies specific to the third party supplied Wacom Offering prior to completing Your transaction with that third party;

- ii. the third party supplier is responsible for proving any statutory guarantees, warranties and remedies in relation to the Wacom Offering.

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12. Limitation of Liability

Sections 12(a) and (b) applies only to consumers who have the benefit of the Australian Consumer Law

- a. To the extent that Wacom supplies You with services and fails to comply with a Statutory Guarantee under s60 - 62 of the Australian Consumer Law and the services **are** of a kind ordinarily acquired for personal, domestic or household use or consumption, then Wacom's liability to You for failure to comply with the Statutory Guarantees is as described in the Australian Consumer Law.
- b. To the extent that Wacom supplies You with services and fails to comply with a Statutory Guarantee under s60 - 62 of the Australian Consumer Law and the services **are not** of a kind ordinarily acquired for personal, domestic or household use or consumption, Wacom's liability to You for a failure to comply with such Statutory Guarantee is limited to one of the following, at Wacom's option:
 - i. supplying the services again; or
 - ii. payment of the cost of having the services supplied again,

unless it is not fair or reasonable for Wacom to rely on this term of the agreement.

Section 12(c) applies only to consumers who have the benefit of relevant New Zealand consumer laws

- c. Wacom's liability for any defective service that is supplied under these Terms of Use is limited to one of the following, at Wacom's option:
 - i. supplying the services again; or
 - ii. payment of the cost of having the services supplied again.

- d. Subject to clauses 12(a), 12(b) and 12(c) above, Wacom is not liable to You in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any liability, loss, damage, cost or expense arising out of or in connection with these Terms of Use, that is:
 - i. an indirect, consequential loss, special, punitive or exemplary damages, even if Wacom has been advised of, knows of, or should have known of the possibility of such loss, damage or expense;
 - ii. for lost profits, lost revenue, failure to realise expected savings, lost or damaged data, losses arising from business interruption or loss of goodwill;
 - iii. in any case, for any amount that exceeds the greater of:
 - 1. the amount paid for the Wacom Service or Wacom Offering from which the claim arises; or
 - 2. AUD \$100.

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13. Your Indemnity

- a. You indemnify Us for any liability, loss, damage, cost or expense that Wacom incurs as a result of any breach of clause 6, except to the extent that such liability, loss, damage, expense or cost was caused by Our breach of contract or negligence.

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14. Copyright Infringement Notification Procedure

- a. Wacom respects third party intellectual property rights. If You believe Your copyrighted work has been copied or posted on or through any Wacom Website in a way that constitutes copyright infringement, then please contact Us at copyright@wacom.com and provide the following information:
 - i. a description of the copyrighted work that You believe has been infringed;
 - ii. a description of what the allegedly infringing work is;
 - iii. a description of the location where the allegedly infringing work is located on the Wacom Website;
 - iv. an address and telephone number where You can be contacted, including an email address if possible;
 - v. a statement that You have a good faith belief that the disputed use is not authorised by the copyright owner, its agent or the law;
 - vi. a physical or electronic signature of a person authorised to act on behalf of the owner of the copyright; and
 - vii. a statement, made under penalty of perjury, that the above information is accurate and that the signatory is the copyright owner or is authorised to act on behalf of the copyright owner.

- b. We recommend that You consult with Your legal advisor before filing an infringement notice, because there can be penalties for false claims.

- c. Please use the same procedure for any claimed infringement of any trademark rights or infringements or misappropriations of other intellectual property or third party rights.

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15. Termination and Suspension

- a. Either party may immediately and without notice cease to use, or cease to supply, any Wacom Service or Wacom Offering to You, where You are not required to pay for that Wacom Service or Wacom Offering, for any reason, and without liability to the other party for such cessation of use or supply. Wacom will use reasonable efforts to provide You with notice if it ceases to supply the relevant Wacom Service or Wacom Offering under clause 15(a).
- b. For any Wacom Service or Wacom Offering where You are required to make a payment of a fee under these Terms of Use:
 - i. either party may cease to use, or cease to supply, (or suspend the supply of) that Wacom Service or Wacom Offering, if the other party is in breach of its obligations under these Terms of Use in respect of that Wacom Service or Wacom Offering and does not remedy that breach within 14 days of receipt of a notice requiring the breach to be remedied;
 - ii. Wacom may also immediately suspend or cease to supply that Wacom Service, or Wacom Offering without notice, if You breach clause 6 and such breach is likely to cause Wacom (or any Wacom Affiliate) any liability, loss, damage, cost or expense or damage to its reputation or goodwill. Wacom will use reasonable efforts to provide You with notice if it ceases or suspends the supply of the relevant Wacom Service or Wacom Offering under this clause.

- c. Wacom may also, without notice, and without liability to You for doing so:
 - i. delete any of the relevant Your Content if You breach clause 6;
 - ii. use any technology means available to Wacom to enforce its rights under these Terms of Use, including by blocking You from accessing or posting Your Content to the Wacom Services or the Wacom Offerings or blacklisting certain IP addresses or device numbers.

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16. General

Notices

- a. Wacom may send any notice under these Terms of Use to any email address that You have provided to us through any Wacom Service, Wacom Offering or Your Wacom eStore account.

Waiver

- a. Either party's failure to act with respect to a breach of these Terms of Use does not waive that party's rights to act or as to subsequent or similar breaches.

Severability

- b. If any part of these Terms of Use is determined to be invalid, illegal or unenforceable by any court or competent authority, such part will be severed from the remainder of these Terms of Use and the remaining provisions will continue in force. If any invalid, unenforceable or illegal provision of these Terms of Use would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Electronic Transactions

- c. The parties agree to conduct business online and electronically, including entering into these Terms of Use.

Governing Law

- d. These Terms of Use will be governed by the laws of the New South Wales, Australia, without regard to its conflict of law principles and the parties submit to the exclusive jurisdiction of the court in the New South Wales, Australia.

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17. Definitions and Interpretation

In these Terms of Use the following capitalised words have the following meaning given to them, unless the context requires otherwise.

- a. **Affiliate** means any entity that that is owned by or under the effective control of the entity that ultimately has effective control of Wacom.
- b. **Content** means any data in any form, that is in, or accessible through, a Wacom Website (which may include data, text, designs, graphics, emojis, trademarks, logos, slogans, interfaces, icons, comments, chat, data entered into web forms, competition entries, survey responses, entries into social media and any other form of data or communication).
- c. **Terms of Use** means an agreement between Wacom and You which is made on the terms and contains in this document called "Terms of Use".
- d. **Third Party Content** means Content that is not Wacom Content or Your Content.
- e. **Third Party Terms** an agreement entered into between You and a third party (including where Wacom enters into that agreement as legal agent of a third

party) for any subscription, good or service provided by that third party, as may be amended, renewed or extended from time to time in accordance with its terms.

- f. **Wacom (We, Us, Our)** means Wacom Australia Pty Ltd (ABN 55 113 989 389).
- g. **Wacom Account** means the features available on Wacom Websites which provide individuals with a personalised experience where they can order Wacom Services and participate in Wacom related activities.
- h. **Wacom eStore** means each of Wacom's online stores where subscriptions, goods and services may be acquired, which for Australia is currently at <https://estore.wacom.com/en-AU/> and for New Zealand is currently at <https://estore.wacom.com/en-NZ/>.
- i. **Wacom Content** means Content that is provided by, or otherwise originates from Wacom or its Affiliates.
- j. **Wacom Offering** means any subscriptions, goods or services that Wacom, any Wacom Affiliate or independent third party may offer through any Wacom Website or Your Wacom Account.
- k. **Wacom Services** means any Wacom Website, any online services that are offered through any Wacom Website, (including Your Wacom Account), the ability to make purchases or otherwise access Wacom Offerings (but not the actual supply of the subscription, good or service that is the Wacom Offering) and Wacom Content that is in any Wacom Website.
- l. **Wacom Website** means the website through which You enter into these Terms of Use and any other Wacom branded website.
- m. **You, Your** means the person or entity that enters into these Terms of Use, subject to clause 4(h) which provides for your Subscribing Organisation to be You or Your.
- n. **Your Content** means Content that is provided to Us, (including into, or using any Wacom Service or Wacom Offering) by You or on Your behalf, or after using Your log in or other access key to any Wacom Service or Wacom Offering.

- o. “Includes”, “for example”, and “e.g.” are not words of limitation.

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18. Questions

If You have any questions regarding these Terms of Use, please contact us at support.wacom.com.

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