**Terms of Use for FUJIFILM Logo**

**1. Scope**

1.1 These Terms of Use are established by [Please insert the name of the respective FUJIFILM company] (“**FUJIFILM**”) and regulate the use of the FUJIFILM logo by third parties ("**Licensee")**.Third parties within the meaning of these Terms of Use for FUJIFILM Logo shall be deemed all external service providers and suppliers with whom FUJIFILM has no other written agreement regarding the use of the logo and maintains sufficiently stable and more than one-time business relationship.

1.2 If FUJIFILM provides the FUJIFILM logo to the Licensee this is done solely on the basis of these Terms of Use.

**2. Subject of the License**

2.1 FUJIFILM grants the Licensee the non-transferable, non-exclusive, royalty-free, time-limited and restricted right to use the FUJIFILM Logo as specified in Section 2.2 in accordance with these Terms of Use ("**License**").

2.2 The License granted by FUJIFILM applies only to the following logo



* hereinafter referred to as the „**Logo**“.

The Licensee is not permitted to use any other FUJIFILM logos unless otherwise explicitly agreed in writing between FUJIFILM and Licensee

2.3 FUJIFILM will provide the Licensee with the Logo in electronic form as a data file.

2.4 The Logo is the property of FUJIFILM Corporation, Japan, and is protected by international copyright and trademark laws.

2.5 FUJIFILM reserves the right to change the Logo as well as these Terms of Use at any time. FUJIFILM will announce any relevant changes in good time.

**3. Logo use and reference to FUJIFILM**

3.1 The Licensee is permitted to use the Logo in the course of its business to draw the attention to the cooperation with FUJIFILM. For this purpose the Licensee is permitted to

* use the Logo on its own website
* use the Logo in print and online media (e.g., image brochures, exhibition flyer)
* use the Logo on exhibition stands of the Licensee (e.g. partner wall).

3.2 The Licensee shall not disclose the specific subject of the cooperation and/or any details of it unless FUJIFILM has given its prior written approval to disclose such information. The Licensee is prohibited from any reference to the cooperation with FUJIFILM which could imply a partnership or agency relationship with FUJIFILM.

3.3 Any use of the Logo which can have negative effects on the reputation of FUJIFILM, FUJIFILM Corporation and/or any of its affiliated group companies (jointly the "**FUJIFILM Group**") as a company and/or products of the FUJIFILM Group is prohibited. The Logo must in particular not be used in a manner which is misleading, unfair, infringing, defamatory or derogatory or otherwise is perceived as a concern by FUJIFILM. In such cases only the assessment of FUJIFILM is binding. The Licensee is solely responsible for the correctness of its advertising.

3.4 The Licensee is not authorized to alter the Logo in any way, in particular it is prohibited to change the colors and the font of the Logo, to distort, add letters, words or images to the Logo or remove existing elements of the Logo. Where it is necessary for the presentation of the Logo in the media, the Licensee may adjust the size of the Logo proportionally, without thereby changing the appearance of the Logo. The Licensee is not permitted to present the Logo as the most prominent element on its own website.

3.5 The Licensee is not permitted to pass on the Logo to third parties and / or grant third parties the right to use the Logo (sub-licenses).

3.6 The Licensee must not use the Logo as part of its company name, product name, brand or logo. The Licensee is not authorized to register the Logo as its own brand / logo. The Licensee is also not authorized to register domain names, trade names, or other distinctive brand features that can be confused with those of FUJIFILM.

3.7 The Licensee is obliged to use the Logo only in strict accordance with these Terms of Use and instructions provided by FUJIFILM.

3.8 The Licensee is obliged to provide at the request of FUJIFILM at any time written information for what purposes and how the Logo is used. Such documents shall be provided to FUJIFILM free of charge.

**4. Liability**

4.1 FUJIFILM assumes no liability for the use of the Logo by the Licensee pursuant to these Terms of Use. This shall not apply if any infringements of third party rights have been caused through willful or gross negligence of FUJIFILM. FUJIFILM declares, however, that it is not aware of any conflicting rights of third parties.

4.2 The Licensee will indemnify FUJIFILM and hold harmless from all claims of third parties arising out of or in connection with the use of the Logo contrary to these Terms of Use regardless of the legal reason for such claims. This does not apply if the Licensee is not responsible for using the Logo contrary to the Terms of Use.

**5. Term of the License**

5.1 The License is granted for the period of the cooperation between FUJIFILM and the Licensee. Upon termination of the cooperation the License shall be deemed automatically expired. Upon request FUJIFILM may allow the Licensee to use the Logo after the termination of the cooperation.

5.2 FUJIFILM reserves the right to revoke the License at any time. FUJIFILM will in particular revoke the License if the Licensee infringes any provision of these Terms of Use, infringes the intellectual property or other right of FUJIFILM Corporation and / or FUJIFILM or infringes the applicable law.

5.3 After termination of the cooperation and / or revocation of the License by FUJIFILM the Licensee shall cease using the Logo. The Logo is particularly to remove from the website of the Licensee, any media with the Logo may no longer be produced and used. Any further use of the Logo is unauthorized.

**6. Final Provisions**

## 6.1 These Terms of Use are governed by and to be construed in accordance with the laws of the Federal Republic of Germany. Any and all disputes arising out of or in connection with these Terms of Use are subject to the exclusive jurisdiction of the courts of Dusseldorf unless the law provides for another exclusive territorial jurisdiction.

6.2 Should a provision of these Terms of Use be or will become null or void, this does not affect the validity of the remaining provisions. Instead of the null or void provision, such valid regulation or an interpretation of these Terms of Use shall apply, that comes closest to the original meaning and purpose of the invalid provision. The same shall apply to any gaps in these Terms of Use.

FUJIFILM Europe

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