

**FUJIFILM Professional Services (“FPS”) Program
GFX System Products**

Program Description and Terms and Conditions

GFX FPS Program Description:

\$499 participation fee per year, applicable from paid membership activation.

Program Eligibility Requirements:

Participant must own no less than one (1) FUJIFILM GFX digital camera body and one (1) GF lens product, each of which were registered at www.RegisterMyFujifilm.com within 90 days of purchase. Program sign-up is subject to registration verification. Membership is personal to the member and is non-transferrable.

Participant must sign up for the GFX FPS Program within 90 days of purchase of a GFX System product. Once registration has been completed, the GFX FPS Program will apply to all GFX System products that are subsequently purchased by the participant and that have been properly registered within 90 days of purchase, for the remaining applicable Program Term.

Participant must be at least 18 years of age, and must reside in the continental United States or the District of Columbia, excluding Alaska, Hawaii, Puerto Rico or the US territories.

Participation is subject to the GFX FPS Program Terms and Conditions as well as the general terms and conditions of the Program and other terms that Fujifilm may designate from time to time.

GFX FPS Program Welcome Kit (to be sent upon confirmation of registration):

- Welcome Letter and Confirmation of GFX FPS Program Membership
- Card confirming access to dedicated hotline technician telephone and email support within the continental United States and the District of Columbia, available Monday to Friday, 9am to 8pm EST, and Saturday and Sunday, 10am to 6 pm EST (excluding Fujifilm holidays).
- Four (4) “Check & Clean” Program Service Vouchers, each of which is valid for redemption for 1 complimentary Check & Clean Program Service on 1 Covered GFX system Body & 1 Covered GF system Lens. “Check & Clean” Program Service is subject to Fujifilm’s standard Check & Clean Service Program, and includes general operational check, sensor cleaning, and any appropriate firmware update. Voucher has no cash value.
- 50% Discount on Additional “Check & Clean” Program Services on Covered GFX System Products (i.e. after vouchers have been used, and commencing with 5th Check & Clean Service request).
- Two (2) Business Day Turnaround for Check & Clean Services, and Complimentary 2-Day Express Return shipping for all Check & Clean Service.

- Thirty percent (30%) discount on non-warranty repairs for Covered GFX System products (Labor and Parts only); exclusions may apply.
- Expedited two (2) Business Day Turnaround Time for Repairs, with free 2-Day Express Shipping to and from the Fujifilm repair facility (via shipping label provided by Fujifilm).
 - On Covered Products In Warranty: From Gear Arrival to Ship Date.
 - On Covered Products Out of Warranty: From Payment Confirmation to Ship Date.
- GFX Product Loaners for Covered Equipment in for repair may be available upon request if repair is expected to exceed two (2) business days, based on availability
 - A valid credit card will be required.
 - Participant must return all Loaned Equipment at the time the repaired Covered Product is received.
 - Loaned Equipment terms and conditions apply (see GFX FPS Program Terms and Conditions below).

REPAIR SERVICE TERMS AND CONDITIONS

1. Warranty and Out of Warranty Repair Service

- Warranty repair service will be performed in accordance with the Limited Product Warranty packaged with the Covered Products. The GFX FPS Program Terms and Conditions shall not be construed as a modification, extension or enhancement of the Limited Product Warranty applicable to GFX System products under any circumstances.
- For out of warranty repair service, a repair estimate will be provided for prior approval before any repairs are performed. Repair estimates will be provided via email. If you do not reply to this repair estimate within thirty (30) days of Fujifilm's receipt of the product, the product will be returned to you unrepaired.
- A Covered Product which is submitted for warranty service requires proof of warranty eligibility. If Fujifilm's standards for proof of warranty are not satisfied, service will be handled as an out of warranty repair and a repair estimate will be provided.
- Covered Products should be sent in for warranty or out-of-warranty repair service without accessories, and with the SD Card removed. Fujifilm is not responsible for any SD card (or any images, video or other content which may be contained on it) or any accessory which may be provided with any Covered Product in any circumstance. **In no event will Fujifilm be responsible for any claims, damages, liabilities, costs or expenses whatsoever**

relating to an SD card or accessory sent in with a Covered Product for warranty or repair service.

2. **Shipping**

- All products sent to Fujifilm (whether sent via a Fujifilm provided shipping label or otherwise) must be properly packaged so as to avoid damage during shipping. In addition, Fujifilm recommends that all shipments be tracked to confirm delivery. You assume all responsibility for products shipped to Fujifilm including, without limitation, any liability for damage, theft or loss during shipping, irrespective of whether a Fujifilm provided shipping label was provided.
- A correct street address (no PO Boxes) within the continental United States or District of Columbia must be supplied for return shipment. All repairs will be returned signature required; it is your responsibility to have someone available to receive returned product. The carrier's delivery, pick-up and return policies will apply.

GFX FPS Program Terms and Conditions

The following terms and conditions are applicable to participation in the FUJIFILM Professional Services Program for GFX System Products:

1. Eligibility for Membership and Participation. Only consumers (i) who are legal residents of the continental United States (excluding Alaska), and the District of Columbia, (ii) who are at least 18 years of age at the time of registration, (iii) who have registered at www.RegisterMyFujifilm.com, and have signed up for the GFX FPS Program within 90 days of their purchase of at least one (1) GFX digital camera, and at least one (1) GF lens product, (iv) who have paid the required \$499 participation fee, and (v) who are accepted by Fujifilm (at its discretion), are permitted to participate in the GFX FPS Program. The GFX FPS Program is not available to consumers residing within Hawaii, Alaska, Puerto Rico or other US territories.

The initial GFX digital camera and GF lens product registered by a consumer upon purchase of the GFX FPS Program will be "Covered Products" under the GFX FPS Program for the Program Term. In addition, once a consumer is a member in the GFX FPS Program, any additional GFX digital camera or GF lens products that that consumer purchases and registers at www.RegisterMyFujifilm.com within 90 days of purchase may be added to the Program as a "Covered Product" for any remainder of that consumer's applicable Program Term as well.

All FUJIFILM GFX digital camera and GF lens products which are purchased and registered by a consumer within 90 days of purchase are eligible to become Covered Products pursuant to the GFX FPS Program, subject to the following exclusions. The following described products may not receive benefits under the GFX FPS Program in any instance:

- Products that have been repaired or modified, other than by Fujifilm Authorized Repair Center Technicians.
- Refurbished products, unless such products have been refurbished by Fujifilm.
- Products sent in by a third-party or dealer.
- Counterfeit Products.
- Gray market products (i.e. products which were not originally intended by FUJIFILM Corporation and its affiliates for sale within the United States and its territories).

2. Registration. Registrants hereby represent and warrant that all of the information submitted during the registration process is true and accurate and that he or she meets all eligibility requirements required pursuant to the GFX FPS Program Terms and Conditions. In the event that any information submitted is found to be untrue or inaccurate, Fujifilm may terminate your participation in the Program without a refund of any portion of the paid participation fee. In addition, all participants are responsible to keep all registration information up to date, including contact information (mailing address, email address, phone numbers, etc.) so that GFX FPS Program notices (including renewal notices) may be provided. If the contact information is not kept up to date, Fujifilm will not be responsible for notices or other mailings or shipments that are not received.

3. Term. The initial term of the GFX FPS Program is one (1) year from the date of paid membership activation. Fujifilm will contact each participant by email roughly 30 days prior to expiration of the initial or any renewal term to ask whether the participant wishes to renew participation in the GFX FPS Program for another year at the same participation fee. In the event Fujifilm does not receive a response that the participant absolutely wishes to renew, the participant's membership in the GFX FPS Program will be deemed to terminate upon expiration of the initial or applicable renewal term, and reinstatement will only be permitted once the participation fee applicable to new participants has been paid.

4. Termination of Participation. You understand and agree that although you can cancel your participation in the GFX FPS Program at any time, you will not under any circumstance be entitled to receive any refund of the paid participation fee from Fujifilm. In the event of your failure to adhere to any of the GFX FPS Program Terms and Conditions, Fujifilm may terminate your participation the GFX FPS Program without any further obligation to you.

5. Loaned Equipment. Any requests for loaned GFX System equipment during any period of time my Covered Products are in for repair will be subject to Fujifilm's approval and its available in-stock inventory. You acknowledge and agree that any provided Loaned Equipment is loaned solely for your use in accordance with these GFX FPS Program Terms and Conditions and other instructions provided by Fujifilm. All Loaned Equipment will be fully operational and in good working condition, but such Loaned Equipment may in various instances include scuffs, scrapes and scratches. No SD Card, battery charger, or other accessories will generally be provided. The Loaned Equipment is owned by Fujifilm at all times and may not be loaned, sold, encumbered or otherwise transferred by you to any third party for any reason. You agree to use the Loaned Equipment in accordance with the provided Fujifilm product manual or instructions. Under no

circumstances will you perform any maintenance or repair on the Loaned Equipment. If maintenance or repair is necessary, you will be expected to contact Fujifilm for further instructions.

Fujifilm will provide the Loaned Equipment to you via Federal Express or a similar overnight delivery carrier. A prepaid shipping label will be included for your return of the Loaned Equipment. You are expected to retain all packaging materials originally provided to you in order to ensure proper packing of the Loaned Equipment for return to Fujifilm, and you will be responsible for any damage or loss to the Loaned Equipment incurred during return shipping. You are expected to remove your SD card prior to return of the Loaned Equipment, and you acknowledge that Fujifilm shall have no responsibility for any damage or loss to any SD card that is returned with the Loaned Equipment, or for any images on such SD Card. You acknowledge that Fujifilm reserves the right to recall any item of Loaned Equipment, for any reason, at any time upon notice to you, and in that event you agree to promptly return the Loaned Equipment. Otherwise, you will promptly return the Loaned Equipment upon your receipt of the Covered Product that was sent in for Fujifilm's repair.

You agree to timely return the Loaned Equipment as directed by the terms above, in good condition, reasonable wear and tear excluded. You agree to protect the Loaned Equipment against shock, impact, water damage, sand, dirt, and other harmful substances which may cause damage to the Loaned Equipment, and other situations and climates that may cause damage to the Loaned Equipment. You acknowledge that you will bear all risk of loss or damage to the Loaned Equipment while in your possession and until its return to Fujifilm, including any damage caused by improper packaging of the Loaned Equipment for its return as noted above. You agree to reimburse Fujifilm for the cost of any repairs to, or replacement of, the Loaned Equipment necessitated by damage to the Loaned Equipment while on loan, including any damage or loss caused by theft, improper use, or improper packaging of the Loaned Equipment for its return. You authorize Fujifilm to charge your credit card for any charges owed due to loss or damage to the Loaned Equipment. Failure to return the Loaned Equipment will result in a charge equal to the full retail replacement value of the Loaned Equipment as determined by Fujifilm.

You acknowledge and agree that the Loaned Equipment is loaned to you without any warranty and "AS IS". THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE USE OR PERFORMANCE OF THE LOANED EQUIPMENT, AND ANY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FUJIFILM SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BY WAY OF EXAMPLE ONLY, LOST PROFITS, ECONOMIC LOSS, LOST OPPORTUNITY, COST OF COVER, DAMAGE TO REPUTATION OR GOODWILL), ARISING OUT OF THE PROVISION, USE OR INABILITY TO USE ANY LOANED EQUIPMENT.

6. Force Majeure. In the event Fujifilm is unable to carry out the GFX FPS Program services at any time by reason of strike or labor issues, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, utility issues, the threat of terrorist activities, supply shortages, carrier or transportation issues, or any other causes that are beyond

the reasonable control of Fujifilm without its fault or negligence (a "Force Majeure" event), Fujifilm will give you notice to as soon as commercially practicable advising you of the Force Majeure event and the reasons for the delay or non-performance, and make all commercially reasonable efforts to resume performance as soon as possible.

7. Modifications to the GFX FPS Program. The GFX FPS Program may be changed or terminated by Fujifilm at any time by posting updated GFX FPS Program Terms and Conditions on the GFX FPS Program website, or by otherwise notifying participants by email, mail, or other delivery means. In the event that Fujifilm terminates the entire GFX FPS Program with 4 months or less of the initial or any renewal term remaining, there will be no refund of any remaining portion of the paid participation fee.

8. General Terms. The GFX FPS Program Terms and Conditions shall be governed by the laws of the State of New York and any dispute arising hereunder will be resolved in accordance with the laws of the State of New York without reference to its conflict of laws principles. These GFX FPS Program Terms and Conditions shall not be amended or otherwise modified except in a writing authorized by Fujifilm's authorized senior management (email or website postings being acceptable). In the event any of these Terms are held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such term (or part thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be deleted, while the remaining provisions of these Terms will remain in full force and effect. Neither your participation nor any GFX FPS Program benefits may be assigned or otherwise transferred to another party, and any attempted assignment or transfer shall be void. Any waiver of any breach or failure to enforce any of these GFX FPS Program Terms and Conditions shall not in any way affect, limit or waive Fujifilm's right thereafter to enforce and compel strict compliance with every term and condition hereof. These GFX FPS Program Terms and Conditions, together with and any other document Fujifilm may designate from time to time as part of the GFX FPS Program, constitutes the entire agreement relating the GFX FPS Program and supersedes all prior and contemporaneous agreements or representations, written or oral, of the parties pertaining to such subject matter.