

## NIKON PROFESSIONAL SERVICES MEMBER TERMS AND CONDITIONS

***EFFECTIVE APRIL 1, 2018***

**BY APPLYING FOR AN INITIAL AND/OR RENEWAL NIKON PROFESSIONAL SERVICES (“NPS”) MEMBERSHIP (collectively, an “NPS Membership”) FROM NIKON CANADA INC. (“Nikon”), YOU AGREE TO AND ACCEPT THESE NPS MEMBERSHIP TERMS AND CONDITIONS (collectively, these “Terms”). IF YOU DO NOT AGREE TO AND ACCEPT THESE TERMS, YOU CANNOT RECEIVE AN NPS MEMBERSHIP. NIKON RESERVES THE RIGHT AT ANY TIME TO CHANGE THESE TERMS WITHOUT PRIOR NOTICE AND YOU AGREE TO BE BOUND BY ANY SUCH CHANGES.**

### **MEMBERSHIP ELIGIBILITY**

To be eligible to be a member of Nikon Professional Services (a “Member”), an individual must meet all of the following requirements both at the time of application and, if accepted, throughout the term of Member’s NPS Membership:

1. Member must have reached the age of majority in their province of residence at the time of applying for membership and provide a copy of his or her identification to Nikon promptly upon Nikon’s request therefor.
2. Member must maintain a physical postal address within Canada (post office boxes do not meet this requirement), as well as a valid email address. Notwithstanding whether a Member has “opted out” of receiving marketing or other electronic communications from Nikon, Member consents and agrees to receive notices and other communications regarding their NPS Membership by email to the address on file for Member. Member must promptly advise Nikon of any changes to the Member’s postal or email address by contacting Nikon at [nps.ca@nikon.com](mailto:nps.ca@nikon.com).
3. NPS Membership requires that Member own a minimum amount of qualifying Nikon-branded cameras, lenses or other equipment that has been purchased by Member from Nikon Canada Inc. and/or a Nikon Authorized Dealer (collectively, “Equipment”) and that is not past the eligible service period end date nor purchased as a grey market product (collectively, “Member’s Equipment”). The models and serial numbers of such Member’s Equipment must be registered with Nikon. For the most current NPS Membership Qualifying Equipment list, which includes a list of the minimum qualifying Equipment and eligible service period end dates (the “Qualifying Equipment List”), [click here](#).
4. Member represents and warrants that he or she (i) is a full time, professional photographer and owns and/or is employed in a photography business or job (such as, for example, a staff photographer at a magazine), and (ii) is not using the loaned Equipment for personal, family or household purposes.

5. Member must provide a valid credit card to Nikon when applying for an NPS Membership. In the event such credit card is cancelled or expires, Member must immediately provide a valid credit card to Nikon as a replacement. If the cancelled or expired credit card is not replaced within fifteen (15) days, the Member will not be eligible for any Equipment Loans, as described below, and any existing Equipment Loans are terminated.
6. Only individuals, in their own name, may become Members. Companies and entities are not eligible for NPS Membership, and no group or corporation memberships will be accepted.
7. NPS Memberships are non-transferrable.
8. Nikon may terminate any NPS Membership, with or without cause, effective immediately, at any time upon notice to the Member.
9. Member must have his or her own Purolator account and provide such account number(s) to Nikon for Nikon's use to ship Equipment as set forth under these Terms.
10. Member shall confirm these NPS Membership requirements by providing reasonably satisfactory evidence to Nikon upon Nikon's request therefor.

**NIKON MAY APPROVE OR REJECT ANY APPLICATION FOR AN NPS MEMBERSHIP AT ANY TIME, FOR ANY REASON AND/OR FOR NO REASON, IN NIKON'S SOLE DISCRETION.**

#### EQUIPMENT LOANS

Members who are in full compliance with these Terms may request Equipment on loan from Nikon, and after Nikon's receipt and review of such request, Nikon may, in its sole discretion, loan a Member certain Equipment. The different types of Equipment loans are set forth below (collectively, "Equipment Loans"). Equipment Loans are short term loans only, made by Nikon only for the purposes described below, and are not intended to sustain a Member's business or keep a Member's Equipment up to date.

Equipment Loans are not available to Members who are not in full compliance with these Terms (for example, Members that do not meet the minimum qualifying Equipment requirement).

Member acknowledges and agrees that Equipment Loans are subject to availability, are not guaranteed, and should not be relied upon. The date that Member requests delivery of an Equipment Loan must be within one (1) month, but no later than 48 hours of the date of Member's request. Nikon will ship Equipment only on non-holiday weekdays and only within Canada. Further, Nikon makes no representations, conditions, warranties or guarantees regarding how soon Nikon will ship Equipment after a Member's request for an Equipment Loan, even if the Equipment Loan has

been approved by Nikon. Equipment Loans are complimentary, however, Member is responsible to Nikon for all shipping costs of the Equipment both to and from Member.

**Special Assignment Equipment Loans.** An eligible Member may request an Equipment Loan for special assignments that require Equipment not owned by or accessible to Member. Member's request shall include a brief description of the special assignment, and Nikon reserves the right to request additional information with respect to Member's request. Special Assignment Equipment Loans are offered three (3) times per product on an annual basis for a maximum loan period of two (2) weeks.

**Product Evaluation Equipment Loans.** An eligible Member may request a loan of a specific model of Equipment for Member's evaluation prior to Member's purchase of a new model of such Equipment. Each Product Evaluation Equipment Loan is offered one (1) time per product on an annual basis.

**Repair Equipment Loans.** If Nikon is unable to repair Member's Equipment within 72 hours of receipt of Member's Equipment for repair, a Member may be eligible for a Repair Equipment Loan provided that Member has sent in the applicable Equipment to Nikon's company owned Service Centre in Mississauga, ON. Upon Nikon's verification of the serial number of Member's Equipment to be repaired and receipt of verification of the tracking information from Member showing that Member has sent in Member's Equipment to be repaired, Nikon may loan Member an item of the same or similar Equipment.

Unless otherwise expressly agreed to in writing by Nikon in its sole discretion, all Equipment loaned under an Equipment Loan must be returned to and received by Nikon by the return date (the "Return Date") stated on the "Delivery Pick/Pack List" that accompanies the subject Equipment Loan (the "Shipping Statement"), which is typically ten (10) business days from the date the Equipment is shipped to Member. Member must, immediately upon receipt, compare the items and quantities of Equipment and any accessories (such as batteries, chargers, cases, etc.) listed in the Shipping Statement with the items and quantities of Equipment actually received. If Member does not contact Nikon within one (1) business day after receipt of the Equipment Loan, Member shall be deemed to be responsible to Nikon for all Equipment and accessories listed on the Shipping Statement. Any requests for Equipment Loan extensions must be submitted to Nikon, and Nikon may approve or deny such request in Nikon's sole discretion. In the event that the request is granted, Nikon will advise Member of the new Return Date. Equipment provided pursuant to any Equipment Loans are not available for purchase by Members.

Member agrees to be fully responsible for all Equipment Loans and assumes all risks to the loaned Equipment once received and until it is returned to and received by Nikon. Member shall return the loaned Equipment in the same

good working order and condition as received, by the Return Date. If Member fails to return the loaned Equipment to Nikon by the Return Date, Nikon will issue an overdue notice. Member must (i) arrange for the loaned Equipment to be shipped back to Nikon and provide proof of shipment to Nikon within three (3) business days of the overdue notice, and (ii) ensure Nikon receives the loaned Equipment within five (5) business days of the overdue notice. If member does not provide proof of shipment, and/or if Nikon does not receive the loaned Equipment by the foregoing deadlines, Nikon may charge the Member's credit card for the full value of the loaned Equipment.

**Member hereby authorizes Nikon to charge the credit card listed above for payment of all amounts, costs and expenses that may be owed by Member under this Agreement.** Amounts charged for loaned Equipment that is damaged or not returned shall be based upon Nikon's designated value of the applicable loaned Equipment, plus applicable sales taxes.

Member shall be financially responsible for all or any portion of the loaned Equipment that is lost, stolen, or damaged by any cause whatsoever. Member agrees that Nikon retains all rights, title, ownership and interest in and to the loaned Equipment at all times. Member shall keep the loaned Equipment free and clear of all liens and encumbrances of any kind. Nikon recommends that Member obtain and maintain insurance for the loaned Equipment and advise Member's insurance company, if any, that the loaned Equipment is borrowed, and not rented.

**THE EQUIPMENT LOANED UNDER ANY EQUIPMENT LOAN IS PROVIDED BY NIKON "AS IS" AND NIKON MAKES NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR COLLATERAL, RELATING TO THE LOANED EQUIPMENT OR THE USE OR PERFORMANCE THEREOF, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO DATE OF DELIVERY, CONDITION, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT SHALL NIKON BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, FOR ANY REASON WHATSOEVER, WITH RESPECT TO ANY LOANED EQUIPMENT, EVEN IF NIKON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### REPAIR DISCOUNT

Nikon offers a repair discount on Member Equipment set forth on the Qualifying Equipment List, only to eligible Members who are in full compliance with these Terms and meet the other requirements set forth in this section. The repair discount is valid only for repairs that were received by Nikon directly from the Member and not from a Nikon Authorized Dealer, or other third party, and that are completed at Nikon's in-house Service Centre at 1366 Aerowood

Drive, Mississauga, ON L4W 1C1 (the "In-House Centre"). Nikon encourages Members to submit requests for repairs by completing and submitting the Self Service Product Repair form found on Nikon's Service and Support website at <https://repair.nikon.ca/en/ProductEntry> (the "Repair Form Link"). To be eligible for the repair discount, a Member must identify his or her NPS Membership number in the Contact Data section of the Repair Form Link, or, for Member's Equipment shipped directly to Nikon without using the Repair Form Link, the NPS Membership number must be included in writing accompanying the shipment. The repair discount is available on a prospective basis only and will not be applied to repairs previously made. The repair discount is taken off the base repair cost before applicable taxes and does not include shipping charges. If a repair is eligible for the repair discount, it will appear on Member's final invoice for such repair.

**ALL PAYMENTS MUST BE MADE BY CREDIT CARD ONLY. PAYMENT IN FULL BY CREDIT CARD IS REQUIRED PRIOR TO NIKON'S SHIPMENT OF THE REPAIRED MEMBER'S EQUIPMENT.**

#### SPECIAL EVENTS

Nikon may, from time to time, notify Members that it will be participating in certain trade shows, workshops, sporting events, media events and other special events and activities (collectively, "Special Events") where eligible Members may avail themselves of Nikon's temporary Equipment Loan (i.e., for use only during the Special Event) and/or clean and check services. Members must obtain their own credentials from the organizer of such Special Events in order to attend the Special Event and access Nikon's services. Such Member services are offered on a first come, first served basis, are subject to availability and are not guaranteed. Nikon's participation in any Special Event may be cancelled without prior notification. Any Equipment loaned at a Special Event must be returned by the Member by the conclusion of the Special Event, at the same Special Event location where the Equipment was originally loaned to the Member and are subject to all the terms and conditions set forth in these Terms with respect to Equipment Loans.

#### LIMITED TIME OFFERS

Nikon may, from time to time, notify eligible Members of certain offers or discounts on products or services which are available to Members from Nikon or from third parties. Such offers or discounts may only be available to Members who are in full compliance with these Terms, including but not limited to those that meet the Qualifying Equipment List requirements set forth above. Nikon is not responsible for any third party promotional or marketing communications or offers to Members, nor is Nikon responsible for any third party websites or website terms or policies. Nikon makes no representations, conditions or warranties with respect to any third party products, services or websites.

#### MEMBER PRIVILEGES

All Member privileges set forth in these Terms are available only to Members who, in Nikon's sole determination, are in good standing and who are in compliance with these Terms. Nikon shall have the right to suspend or revoke, temporarily or permanently, partially or fully, a Member's NPS Membership privileges at any time if Nikon determines, in its sole discretion, that such Member is not in compliance with any and/or all of these Terms, including without limitation, returning Equipment Loans by the Return Date and with such Equipment in at least as good condition as received. NPS Membership privileges are subject to availability and review and may be changed or be discontinued at any time without prior notice in Nikon's sole discretion. In the event that Member's Membership privileges are revoked, any outstanding Equipment Loan automatically terminates, and the Member must immediately return the loaned Equipment to Nikon.

#### PRIORITY DELIVERY PROGRAM

Periodically, Nikon offers priority delivery on select new product for Member's. For Equipment sold by Nikon to a Nikon Authorized Dealer and designated for Member's purchase pursuant to Member's request (which request is subject to no more than one (1) unit for any specific model of Equipment), Member understands and agrees that upon its purchase, the Dealer owns such Equipment and Nikon has no control over the Dealer's resale of such Equipment, whether to Member or otherwise. Nikon can only recommend to the Dealer that such Equipment be reserved for the Member. Requesting that Nikon ship Equipment indicates Member's representation to Nikon that the Equipment is for Member's own use and is not being purchased with the intention of immediate resale. It is a violation of these Terms for Member to request this priority delivery of Equipment for purchase by any third party, whether from the Nikon Authorized Dealer or the Member, as the case may be.

#### ADDITIONAL MEMBER RESPONSIBILITIES

Members shall not use or incorporate the names, trademarks, logos or other identifying indicia of Nikon and/or NPS in, on and/or or as part of the name, trade name, corporate name, domain name, website and/or title under which Member conducts business.

Member shall not represent himself or herself nor be considered in any manner as an agent, representative or employee of Nikon. Member is not authorized in any way to obligate or bind Nikon.

Member's status as an NPS Member is personal to Member and is not assignable or transferable in whole or part.

#### TERM, RENEWAL AND TERMINATION

Unless and until Member's NPS Membership is terminated as provided herein, Member shall be required to renew its NPS Membership at the end of such Member's NPS Membership period in accordance with the email notification provided by Nikon. Members who fail to renew their NPS Membership or who are otherwise not in compliance with these Terms will not be eligible to receive any NPS Membership privileges. Nikon shall have the right to terminate any Member at any time, for any reason, with or without cause, effective immediately upon written notice to the Member.

**NIKON SHALL NOT BY REASON OF THE TERMINATION OF MEMBER'S NPS MEMBERSHIP OR FOR ANY REASON WHATSOEVER BE LIABLE TO MEMBER FOR COMPENSATION, REIMBURSEMENT OR DAMAGES OF ANY KIND EITHER ON ACCOUNT OF PRESENT OR PROSPECTIVE PROFITS OR SALES OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS OR COMMITMENTS MADE IN CONNECTION WITH THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF THE BUSINESS OR GOODWILL OF MEMBER.**

#### WARRANTIES AND LIABILITY

**EXCEPT AS SET OUT IN NIKON'S LIMITED WRITTEN WARRANTY INCLUDED WITH EQUIPMENT SOLD OR REPAIRED BY NIKON, (A) NIKON MAKES NO WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, WITH RESPECT TO ANY NIKON EQUIPMENT SOLD, NPS MEMBERSHIPS, OR OTHERWISE, AND (B) IN NO EVENT SHALL NIKON BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, FOR ANY REASON WHATSOEVER UNDER THESE TERMS OR OTHERWISE, EVEN IF NIKON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### CHOICE OF LAW/JURISDICTION/LEGAL FEES

The laws of the province of Ontario, and the federal laws of Canada applicable therein, shall govern NPS Memberships, these Terms, any claim, controversy or dispute arising under or in respect of these Terms and/or the relationship of the parties. Member agrees that jurisdiction and venue for all actions or suits in respect of or arising out of these terms and conditions and any claim, controversy or dispute arising under or in respect of these Terms, and/or the relationship of the parties shall be proper only in federal and provincial courts located in the commercial courts in downtown Toronto, Ontario, Canada. Member hereby consents to the exercise of personal jurisdiction by such courts. Nikon shall be entitled to receive its legal costs including without limitation reasonable legal fees in any

actions or suits in respect of or arising out of these Terms and any claim, controversy or dispute arising under or in respect of these Terms and/or the relationship of the parties.