

HP Instant Ink Terms of Service

ATTENTION:

PLEASE READ THESE HP INSTANT INK TERMS OF SERVICE ("AGREEMENT") AND THE DESCRIPTIONS OF THE HP INSTANT INK SERVICE SET FORTH IN THE "HOW IT WORKS" AND FAQ SECTIONS AT WWW.HPINSTANTINK.CO.UK ("SERVICE DESCRIPTION TERMS") CAREFULLY BEFORE PURCHASING THE HP INSTANT INK SERVICE ("SERVICE"). THIS AGREEMENT BETWEEN THE PURCHASER OF THIS SERVICE ("YOU") AND HP INC UK LIMITED OR ITS SUCCESSORS ("HP"), COMBINED WITH ANY SEPARATE TERMS APPLICABLE TO THE SERVICE (I.E. PROMOTIONAL OFFERS), GOVERN YOUR USE OF THE SERVICE. TO THE EXTENT THAT ANY SEPARATE TERMS APPLY TO THE SERVICE AND CONFLICT WITH THIS AGREEMENT, THE CONFLICTING SEPARATE TERMS SHALL CONTROL. YOUR PURCHASE AND USE OF THE SERVICE INDICATE THAT YOU HAVE READ AND ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THESE TERMS, INCLUDING THE OVERAGE FEES TERMS, THE REQUIREMENT OF INTERNET CONNECTIVITY FOR YOUR PRINTER, HP'S RIGHT TO INCREASE PRICING, AND THE CANCELTION TERMS. THIS SERVICE IS NOT AVAILABLE IN ALL COUNTRIES. TO CHECK AVAILABILITY VISIT WWW.HPINSTANTINK.COM. SOME UK REGIONS ARE EXCLUDED FROM THIS SERVICE DUE TO COVERAGE AND THOSE INCLUDE: THE CHANNEL ISLANDS (JERSEY AND GUENSEY), ALDERNEY, SARK, HERM AND GIBRALTAR.

HP CONTACT ADDRESS

HP Inc UK Limited

Cain Road, Amen Corner (Bldg 1 Floor 2)

RG12 1HN, Bracknell

Berkshire, United Kingdom

HP Customer Support Telephone: 0207 660 0596

www.hp.com/go/instantink

REMOTE MONITORING

Your purchase of the Service indicates Your authorization for HP to remotely monitor Your printer page count and Your ink status and usage to prevent unauthorized use of Your account and improve Your experience with HP products and services. Remote monitoring includes ink levels, page counts, types of documents printed (e.g. Word, PowerPoint, pdf, jpeg, etc.), types of devices that initiated print jobs, printer serial number, and cartridge information (e.g. HP Original ink status, and whether the cartridge was new or used at the time of its last insertion into the printer). You agree to maintain connectivity to the Internet and to not remove or disable the remote monitoring software on Your printer. View full HP Privacy Statement and HP Personal Data Rights Notice.

CONTACTING YOU

In addition to posting notices on the Service website, including but not limited to on Your Service account page, HP may contact You via email, texting, and messages on Your printer and computer to provide information about Your Service account and status.

- 1. AGREEMENT TO CONTRACT ELECTRONICALLY.** Your purchase of the Service signifies Your agreement to contract electronically with HP. This means that when You click the button to complete Your purchase of the Service, You are agreeing to all of the terms in this Agreement with the intent of entering into a contract with HP. In addition, HP may communicate with You by e-mail, by text message or by posting notices on www.hpinstantink.co.uk ("Site"), including but not limited to on Your Service account page ("Your Service Account Page"). You agree that all such notices, disclosures and other communications that HP provides to You electronically satisfy any legal requirement that such communications be in writing. Costs associated with Your maintaining an email account or text messaging capability are Your responsibility and are not included in the Service.
- 2. CHANGES TO THIS AGREEMENT AND TO THE SERVICE.** HP may modify this Agreement at any time in its sole discretion upon at least thirty days prior notice to You by posting a notice of such modification on the Site. HP may also send to You at the email address or text message number listed on Your Service Account Page notifications of such modifications. Your continued use of the Service after the posting or sending of such notice will indicate Your acceptance of the modified Agreement. If You do not accept the Agreement as modified, do not use the Service and cancel it by following the directions in Section 16 below. HP, in its sole discretion, may refuse to provide the Service to You or cancel Your use of the Service, and may modify, suspend or discontinue the Service (or any version, part or feature thereof) without prior notice to You. Without limiting the foregoing, HP may change, including but not limited to increase, the pricing of the Service at any time; see Section 12 for additional details.
- 3. SERVICE-COMPATIBLE HP PRINTER REQUIRED.** In order to use the Service, You must have a Service-compatible HP printer. For a list of Service-compatible HP printers, see the Service Description Terms. You expressly allow HP to change Your printer's software, firmware or programming remotely, without notice to You, in order to provide the Service to You or to comply with applicable laws. Any software or firmware that is downloaded to Your printer or otherwise provided to You to enable the Service is provided pursuant to the software licensing terms that accompanied Your printer or pursuant to the HP Connected terms of use as applicable, unless otherwise indicated.
- 4. HP CONNECTED ACCOUNT AND SERVICE ACCOUNT REQUIRED; MULTIPLE PRINTERS IN SERVICE ACCOUNT.** In order to purchase and receive the Service, You must create and maintain an HP Connected (or its successor) account ("HPC Account"). Within Your HPC Account, You will purchase the Service and Your Service account ("Service Account") and Your Service Account Page will then be created and hosted in Your HPC Account. The details of Your Service Account will be displayed on Your Service Account Page. You may enrol multiple printers, up to a cumulative maximum of ten, under the Service in one or more Service Accounts. Regardless of whether Your multiple printers are under one or several Service Accounts, You will be billed separately for each printer. See Section 12 for billing details.
- 5. PRINTER NEEDS TO BE CONNECTED TO INTERNET.** In order to be able to use the Service in an uninterrupted manner, Your printer must be connected to the Internet; such Internet service is not provided by HP and must be separately obtained and paid for by You. Please check with Your Internet provider for information on possible Internet data usage charges and any other applicable charges. You are responsible for obtaining and maintaining, at Your sole expense, all equipment and services needed to access and use the Service. **If Your printer is not connected to the Internet, then the Instant Ink-activated Cartridges will be disabled and You will not be able to use them to print; however, You will continue to be charged for the Service as described in Section 12.** In order to reactivate disabled cartridges, You will need to contact the Service customer support center at: HP Customer Support at 0207 660 0596 (indicating your call is about the Instant Ink Program) Monday - Friday 8:30 a.m. - 6 p.m. (except bank holidays), GMT Time or go to www.hp.com/go/instantinksupport for assistance. Failure to connect Your printer to the Internet will also impact HP's ability to send certain notices to You (including but not limited to those described in Section 10) and will impact the timeliness of Your being billed for the Service.
- 6. INSTANT INK PROGRAM CARTRIDGES PROVIDED TO YOU.** Some Service-compatible printers include Instant Ink Ready Cartridges or Instant Ink Program Cartridges in the printer packaging. Instant Ink Ready Cartridges may be used as regular cartridges unless and until You activate an Instant Ink Service Account in which case they become part of the Service. Instant Ink Program Cartridges may only be used in conjunction with the Service. If the printer You purchased came with Instant Ink Ready Cartridges or Instant Ink Program Cartridges, carefully review the included written materials since additional or separate terms of service may apply. After You have created Your Service Account, Your Instant Ink Ready Cartridges or Instant Ink Program Cartridges (as applicable) will be activated for use with the Service (all cartridges that are activated for use with the Service

are collectively referred to herein as the "Instant Ink-activated Cartridges"); HP will thereafter send You additional Instant Ink Program Cartridges to allow for Your continued printing through the Service. If no Instant Ink Ready Cartridges or Instant Ink Program Cartridges were included with the Service-compatible printer that You purchased, then HP will send Instant Ink Program Cartridges to You after You have created Your Service Account. **HP legally owns the Instant Ink-activated Cartridges.** HP provides the Instant Ink-activated Cartridges to You only to enable Your use of the Service. The Instant Ink-activated Cartridges will work only with the corresponding printer designated in Your Service Account; You are not allowed to use the Instant Ink-activated Cartridges with any other printer (including but not limited to other printers that You may have enrolled under the Service), use the Instant Ink-activated Cartridges outside the scope of the Service (unless HP expressly permits otherwise), or sell the Instant Ink-activated Cartridges or otherwise provide them to others. While using the Service, You agree not to remove an Instant Ink-activated Cartridge from Your printer and replace it with a new cartridge until prompted by messaging on Your printer to do so or in the event Your print quality degrades. Your printer will automatically report fill levels of Your Instant Ink-activated Cartridges to HP so that HP knows when to deliver replacement Instant Ink Program Cartridges to You. When Your Service is canceled for any reason, HP will remotely disable the Instant Ink Program Cartridges and You will no longer be able to use the Instant Ink Program Cartridges to print. You must ensure that HP has Your most recent mailing address in order for HP to deliver Instant Ink Program Cartridges to You through the Service, and HP will not be responsible to You or otherwise be liable for sending Instant Ink Program Cartridges to mailing addresses that appear in Your Service Account that You have failed to update. Please go to Your Service Account Page to update as necessary Your current mailing address, or otherwise contact Service customer support at HP Customer Support at 0207 660 0596 (indicating your call is about the Instant Ink Program) Monday - Friday 8:30 a.m. - 6 p.m. (except bank holidays), GMT Time or go to www.hp.com/go/instantinksupport for assistance.

7. **INSTANT INK PROGRAM CARTRIDGES MUST BE RETURNED BY YOU TO HP.** You agree to return to HP all used Instant Ink-activated Cartridges by following instructions for return provided to You by HP. Without limiting the foregoing, You must return to HP the Instant Ink-activated Cartridges when (i) You have used all of the ink in the cartridges or You otherwise cease using them, (ii) Your Service is canceled for any reason, or (iii) HP otherwise directs You to return the cartridges to HP. You agree to not include items other than the Instant Ink-activated Cartridges in any HP-provided postage prepaid return envelopes that You send back to HP. Contact HP if an Instant Ink-activated Cartridge is damaged, leaking ink or otherwise appears to require special handling, and HP will provide You with special instructions regarding how to return that cartridge. You assume responsibility for ensuring that any cartridges You return to HP using a method of return that does not comply with HP's instructions, are handled in accordance with applicable law, and You will indemnify HP and hold HP harmless in the event You do not comply with such applicable law.
8. **SERVICE PLANS.** When You create Your Service Account You will select one of the offered Service plans (each a "Service Plan") described in the Service Description Terms. Each Service Plan entitles You to print the specified number of pages ("Service Plan Pages") during each one month period ("Month Period") for a designated fee ("Service Plan Fee"). The first Month Period begins on the day that Your printer detects an Instant Ink-activated Cartridge for the first time ("First Use"), and the second Month Period begins on the same calendar day in the following month. For example, if Your first Month Period begins on the 15th of January, then Your second Month Period will begin on the 15th of February. If Your first Month Period began in a month on a day not contained in a subsequent month, then Your Month Period in any of those subsequent months will begin on the last day of such month. For example, if Your first Month Period began on January 31st, Your next Month Period would begin on February 28th, and Your subsequent Month Period would begin on March 31st. Your Service will continue on a month to month basis until Your Service is canceled as described in Section 16. See the Service Description Terms for details regarding the available Service Plans. **A PRINTED PAGE IS A PAGE UPON WHICH ANY AMOUNT OF INK IS PLACED BY YOUR PRINTER. PRINTING ON BOTH SIDES OF THE SAME SHEET OF PAPER COUNTS AS TWO PAGES.** A page is the type and size of media referenced in Your printer's specifications. HP may waive Service Plan Fees in connection with certain promotional offers or at its discretion see applicable terms and conditions for more information.
9. **ROLLOVER PAGES.** If during any Month Period You do not print all of Your Service Plan Pages, then, subject to the maximum described in the following sentence, the number of unused Service Plan Pages You had for that Month Period will roll-over ("Rollover Pages") and be available for Your use in subsequent Month Periods. The total number of Service Plan Pages plus Rollover Pages that You have available to You through the Service in each Month Period may not exceed twice the number of Service Plan Pages to which You are entitled under Your Service Plan. For example, if Your Service Plan entitles You to print 50 pages each month, then You may have a total of up to 50 Rollover Pages in Your Service Account each month; any additional unused pages that You may have that exceed that number would not become Rollover Pages and may not be used by You in subsequent Month Periods. During each of Your Month Periods, Your Service Plan Pages will be exhausted from Your Service Account before Your Rollover Pages are used. Rollover Pages may not be available, or may be added to Your Service Account, during certain promotional offers or at HP's discretion; see applicable terms and conditions for more information.
10. **OVERAGE FEES.** Unless otherwise specified, if You print more than the number of Service Plan Pages designated under Your Service Plan in any Month Period, then HP will charge You the overage fees designated under Your Service Plan ("Overage Fees"), as described in Section 12 below. HP may, but is not obligated to, send a communication to You or otherwise post on Your Account Page a notice when You are approaching the end of Your Service Plan Pages during a Month Period and are about to incur Overage Fees. Even if You do not receive any such communication or notice from HP, You will be liable for all Overage Fees You incur. HP may waive Overage Fees in connection with promotional offers or at HP's discretion; see applicable terms and conditions for more information.
11. **CHANGING YOUR SERVICE PLAN.** You may change Your choice of Service Plan by following the directions on Your Service Account Page. Downgrading Your Service Plan will become effective as of the beginning of Your next Month Period and will not retroactively apply. Upgrading the plan will be effective, at Your discretion either (1) immediately, and the changes retroactively applied to the current billing cycle, or (2) from the beginning of the next billing cycle. To view Your current Service Plan and other details, go to Your Service Account Page.
12. **COMMENCEMENT OF CHARGES FOR THE SERVICE AND BILLING CYCLES; PRICING INCREASES; PAYMENT PROCESSOR.** Unless otherwise separately specified: (a) When You create Your Service Account, You will provide HP with a valid, accepted payment method that You will use to pay for the Service, such as a valid credit card or other payment method that you designate during the registration process ("Payment Method"); (b) Your monthly billing cycle ("Billing Cycle") for the Service will begin on the date of First Use (defined above in Section 8), (c) beginning one month after Your First Use, Your Payment Method will be charged on a monthly basis for (i) the amount of Your Service Plan Fee which includes applicable taxes, and (ii) any Overage Fees, (collectively, "Your Monthly Fee"). For example, if Your First Use is on January 1st, Your Payment Method will be charged on or after February 1st for Your Monthly Fee for January; if Your First Use is on February 1st, Your Payment Method will be charged on or after March 1st for Your Monthly Fee for February. If You redeem the value of a valid gift card, prepaid card, offer, or promotion in Your Service Account, then HP will apply that redeemed value towards Your Monthly Fee before charging any remaining balance to Your Payment Method, unless other applicable terms and conditions apply. Unless otherwise separately specified, for each month that You print more than the number of Your Service Plan Pages, Your Payment Method will be charged for the Overage Fee associated with those additional pages. For example, if Your Service Plan entitles You to print 50 pages for a Service Plan Fee of £1.99 and thereafter pay £1.00 for each multiple of 15 pages, and if You print a total of 66 pages in a Month Period, then Your Payment Method would be charged the Monthly Fee of £1.99 plus £2.00 in Overage Charges, for a total of £3.99, which includes VAT. Failure to connect Your printer to the Internet may result in delays in charging Your Payment Method for portions of Your Monthly Fee due. HP will continue to charge Your Payment Method on a monthly basis for Your Monthly Fees until Your Service is canceled by You or HP. **In the event that HP is unable to collect payment from Your Payment Method at the time payment becomes due, HP may temporarily cease your access to the Service, and the Instant Ink-activated Cartridges will stop functioning, until payment can be collected; if HP is unable to collect payment from You, HP will cancel Your Service pursuant to Section 16.** You may inform HP that You want to cancel the Service at any time by following the directions in Section 15, and Your Service will then be canceled effective as of the last day of Your current Month Period. For example, if Your current Month Period runs from January 15th to February 15th, and You submit a cancellation request to HP on January 30th, Your Service will be canceled as of February 15th. Your Payment Method will be charged in full for Your last Month Period, and no refunds will be provided for Service Plan Pages or Rollover Pages that You did not print during that last Month Period. Your removal of the Instant Ink-activated Cartridges from Your printer, not printing, and not connecting Your printer to the Internet do not cancel the Service or otherwise stop the Billing Cycles. You may access Your billing information on Your Account Page. You are responsible for all pages printed on Your printer while using the Service, whether or not You specifically authorized the printing of those pages. HP may increase or otherwise change the Service Plan Fee and Overage Fee, and add additional fees, for any Service Plan, or otherwise change or add Service Plans at any time in HP's sole discretion in accordance with Section 2. Any such changes to Service Plan Fees and Overage Fees and the addition of other fees will become effective no earlier than the beginning of Your next Month Period after HP announces those changes or additions in accordance with Section 2. HP uses a third-party payment processor to process payment for the Service. The processing of payments is subject to any additional terms, conditions, and policies of the payment processor. HP reserves the right to change or add third-party payment processors at its discretion.

13. **CUSTOMER SUPPORT CENTER.** If You need assistance with the Service or Your Service Account, or have questions regarding Your Monthly Fees or the billing process, please contact Service customer support representatives at HP Customer Support at 0207 660 0596 (indicating your call is about the Instant Ink Program) Monday - Friday 8:30 a.m. - 6 p.m. (except bank holidays), GMT Time or go to www.hp.com/go/instantinksupport.
14. **REFER-A-FRIEND PROGRAM.** Once You are enrolled in your Service Plan Instant Ink subscribers ("Subscribers") and their referrals ("Prospective Subscribers") may be qualified to each receive one free month Instant Ink service (the "Program Incentive") through the Refer-a-Friend Program. You and the Prospective Subscribers that wish to participate in the Refer-a-Friend Program must agree to the terms of this Agreement. HP reserves the right to change, modify, or terminate the Refer-a-Friend Program at any time, and to disqualify You, Prospective Subscriber, or Referred Subscriber (defined below) from participation. HP is not responsible for errors, omissions, malfunctions, interruptions, deletions, delays or failures of operations associated with the Refer-a-Friend Program.
- a. **Referring Instant Ink.** To make a referral and claim the Program Incentive, You must provide to the Prospective Subscribers the HP provided referral link or code that is personal to You ("Referral Link/Code"). The Prospective Subscriber must follow that link or enter the referral code during the enrolment process and subscribe to the Service by providing personal and payment information and agreeing to the terms of this Agreement. A Referral Link/Code is personal to You when it is issued. You may not transfer or sell Referral Links/Codes. HP reserves the right to immediately disable Your Referral Link/Code at any time for any reason. To participate in the Refer-a-Friend Program, Your Service Accounts must be in good standing, and You must comply with this Agreement in order to participate in the Refer-a-Friend Program.
 - b. **Qualified Referrals.** Only qualified referrals to Prospective Subscribers will count toward the receipt of Program Incentives under the Refer-a-Friend Program. Qualified referrals consist of Prospective Subscribers that (i) use a Referral Link/Code, (ii) are not currently Instant Ink Subscribers, (iii) meet the eligibility requirements to use the Service, stated herein, and (iv) complete the enrolment process for the Service with accurate personal and payment information. Prospective Subscribers that meet these qualifications are referred to herein as "Referred Subscribers."
 - c. **Program Incentive for Referred Subscribers.** Each Referred Subscriber (i.e. has completed the Instant Ink enrolment process) will receive the Program Incentive, equivalent to the Referred Subscriber's chosen Service Plan. After the free month of Service expires, Referred Subscribers will be automatically enrolled in the plan selected during enrolment, and the payment card provided will be charged the relevant monthly rate until cancellation pursuant to this Agreement. Any overages will be charged during the free month, if the number of allotted pages during the free period is exceeded. Plans can be changed or cancelled according to the terms of this Agreement.
 - d. **Program Incentive for Referring Subscribers.** You are eligible to receive the Program Incentive for each Referred Subscriber, equivalent to your then-current Service Plan level. The Referred Subscriber shall receive one free month of their chosen Service Plan. Each free month of Service will apply after any existing promotional credits have been used and/or current billing cycle has ended. Any overages will be charged during the free month, if the number of allotted pages during the free period is exceeded. There is no limit to the amount of Program Incentives that You can earn under the Refer-a-Friend Program. Referrals are subject to review at any time. If a Referral is deemed not legitimate, fraudulent, suspicious, in violation of the law of this Agreement, or is determined by HP to impose potential liability on HP, or any other reason as HP may deem appropriate HP may refuse to credit You with the free month of Service for that referral.
 - e. **Other Important Terms.** Referred Subscribers may only use on Referral Link/Code per subscription. Program Incentives (i.e. free months of service under Refer-a-Friend Program) may be combined with other offers provided by HP, see terms of the other offer for applicable terms and conditions. Program Incentives will be redeemed after all other promotional free service offers have been used. All unused Program Incentives will expire immediately upon termination of the Service for any reason. Your Referral Links/Codes will be automatically deactivated upon termination of the Service. If You have a suspended Service Account, You may continue to refer Prospective Subscribers, but the Program Incentives, if any, will only be applied to Your Service Account if and when the suspended account is reactivated. Program Incentives are non-refundable and cannot be transferred to new printer purchases or other Service Accounts. Where HP Customer Support provided a printer replacement, all earned Program Incentives will be restored on the replacement printer.
15. **ADDITIONAL SERVICE REQUIREMENTS.** In addition to the other requirements set forth in this Agreement, Your use of the Service is also subject to the following requirements:
- a. **Age and Residency.** You must be at least 18 years old and reside in the UK or in a country where the Service is available, some UK regions are excluded from this service due to coverage and those include: the Channel Islands (Jersey and Guernsey), Alderney, Sark, Herm and Gibraltar.
 - b. **No Public Sector.** You must not purchase the Service in Your capacity as a public sector employee or otherwise intend to use the Service for any government-related use.
 - c. **Use of Enrolment Key, if any.** If You received an enrolment key for the Service from an HP retailer or HP, You must use it within the time specified, if any, and in accordance with any other instructions included to purchase the Service.
 - d. **No More than Ten Printers.** You may enrol up to a cumulative total of ten printers under the Service, regardless of whether those printers are in the same or multiple Service accounts. This requirement applies equally to individual users of the Service and business entity users of the Service.
 - e. **Email Account.** You must maintain, at Your own expense, a valid email account or, if applicable, texting capability to receive notices and other information regarding the Service.
 - f. **No Printing or Copying Businesses.** You may not use the Service in connection with any type of printing or copying business.
 - g. **What You Print.** HP is not responsible for what You or others using Your printer print while using the Service.
 - h. **Others' Use.** You are responsible for the actions of others who use Your Service Account, Your Service Account Page or otherwise use Your Service.
16. **CANCELLATION.**
- a. **Complementary cancellation.** You may cancel Your Service at any time online at www.hpinstantink.co.uk or by calling the Service customer support centre HP Customer Support at 0207 660 0596 (indicating your call is about the Instant Ink Program) Monday -Friday 8:30 a.m. - 6 p.m. (except bank holidays), GMT Time or go to www.hp.com/go/instantinksupport.
 - b. **HP Cancellation.** HP may cancel Your Service at any time in its sole discretion for any or no reason upon HP's notification to You at the email address or, if applicable, the text number listed on Your Service Account Page. Notwithstanding the foregoing, in addition to HP's rights under Section 2, HP may cancel Your Service immediately without prior notice to You if (i) HP ceases to provide the Service or a particular version, part or feature of the Service; (ii) You breach the terms of this Agreement (including but not limited to failing to pay for the Service or no longer having a valid Payment Method); or (iii) HP in its sole discretion believes that You otherwise abused the Service or engaged in any other action that merits termination of Your use of the Service. Any cancellation pursuant to subsections (ii) and (iii) above may be without any refund to You of advance payments made.
 - c. **Consequences of Cancellation.** You agree that HP will not be liable to You for any cancellation of Your Service or refusal of access to the Service or Site. Upon cancellation of Your Service for any reason, any rights granted to You under this Agreement will terminate and You must immediately cease all use of the Service and return the Instant Ink Program Cartridges to HP as detailed in Section 7.

- d. **Mandatory Withdrawal Right.** If you are a consumer, the above cancellation rights do not limit your statutory rights to withdraw from distant and off-premises contracts. You have the right to withdraw from this Agreement, without giving any reason, within 14 days from the day of conclusion of this Agreement. You have the right to inform us using the model cancellation form below. If you pre-paid the first month of Service by purchasing an Instant Ink Card online from HP Store or from a retailer, you can exercise the above withdrawal right and receive the corresponding refund of amounts paid in advance. If purchasing online from HP Store, you must follow the instructions provided in the HP Store website; if purchasing online from a retailer, the retailer's withdrawal terms will apply.

Model cancellation Form:

(Complete and return this form only if you wish to withdraw from the contract)

To HP Inc UK Limited, Cain Road, Amen Corner, Bracknell RG12, 1HN, United Kingdom:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following provision of the following service,

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

[*] Delete as appropriate

17. **FREE PRINTING PLAN PROGRAM.** The Free Printing Plan Program (the "Free Printing Plan Program") is a plan that offers participants ("Participants") the opportunity to print up to fifteen (15) pages per month free of charge ("Free Pages") per Enrolled Printer through the Instant Ink service. Participants that wish to participate in the Free Printing Plan Program must agree to the terms of this Agreement. HP reserves the right to change, modify, or terminate the Free Printing Plan Program at any time, and to disqualify any Participant from participation. HP is not responsible for errors, omissions, malfunctions, interruptions, deletions, delays or failures of operations associated with the Free Printing Plan Program. The Free Printing Plan Program is not refundable or redeemable for cash, unless otherwise required by applicable law. The Free Printing Plan Program is subject to the following parameters:
- a. **Rollover Pages.** If, during any Month Period, a Participant does not print all of the Free Pages, then the unused Free Pages for that Month Period will not rollover and will not be available for use in subsequent Month Periods.
 - b. **Charges for additional pages.** Unless otherwise specified, if a Participant prints more than the number of Free Pages in any Month Period, then HP will charge Participant overage fees in the amount of GBP £1.00 ("Excess Fees") for each additional set of 10 pages ("Overage Pages") (Participant will be charged £1 for each set even if Participant doesn't use entire set). For example, if You print a total of 29 pages in a Month Period, the first 15 pages would be free of charge and the remaining 14 overage pages would be charged in Your Payment Method for a total of GBP £2, which includes VAT. HP may, but is not obligated to, send a communication to Participant when Participant is approaching the end of the Free Pages during a Month Period and is about to incur Excess Fees. Even if Participant doesn't receive any such communication or notice from HP, Participant will be liable for all Excess Fees incurred. Overage Pages will not rollover and will not be available for use in subsequent Month Periods.
 - c. **Availability.** The Free Printing Plan Program is available only on select printer models ("Eligible Printers"). A current list of Eligible Printers is available at <http://www.hpinstantink.com/freeplaninfo>. The Free Printing Plan Program may not be available in all countries. A current list of countries where the Free Printing Plan Program is available may be found at <http://www.hpinstantink.com/freeplaninfo>. The Free Printing Plan Program may be available only during the HP recommended printer setup process using the Instant Ink Cartridge that comes with your printer in select countries on select models only.
 - d. **Multiple Printers.** Subject to Section 15, Participants may enroll more than one Eligible Printer per household in the Free Printing Plan Program. An enrolled Eligible Printer shall be referred to herein as an "Enrolled Printer."
 - e. **No Downgrades.** If a Participant upgrades an Enrolled Printer from the Free Printing Plan Program to a paid Service Plan (an "Upgraded Printer"), the Participant may not subsequently downgrade the Upgraded Printer in order to return to the Free Printing Plan Program. Additionally, a Participant may not downgrade a printer from a paid Service Plan to the Free Printing Plan Program.
 - f. **No Re-Enrolments.** If a Participant enrolls an Eligible Printer in the Free Printing Plan Program and then subsequently cancels or otherwise terminates the enrolment for such Eligible Printer, that Eligible Printer may not be re-enrolled in the Free Printing Plan Program again.
 - g. **Welcome Kits.** Participants in the Free Printing Plan Program may not receive a welcome kit immediately. Welcome kits will be mailed at a later date, based on the Participant's level of usage.
 - h. **No Combinations or Banking.** The Free Printing Plan Program may not be combined with other promotions or offers provided by HP. A Participant may not bank offers from promotion codes for future use with the Free Printing Plan Program.
 - i. **Termination.** HP reserves the right to suspend, terminate, or discontinue at its sole discretion the Free Printing Plan Program in its entirety at any time with sixty (60) days' notice. You agree that HP will not be liable to You for the suspension, termination or discontinuation of the Free Printing Plan Program. Upon suspension, termination or discontinuation of the Free Printing Plan Program, any rights granted to You under this Agreement will terminate and You must immediately cease all use of the Service and return the Instant Ink Program Cartridges to HP as detailed in Section 7.
 - j. **Advertising.** If You opt in to receive marketing, you as part of the Free Printing Plan Program, you may receive:
 - (i) Email marketing communications from HP, including personalized offers from HP, HP partners or other third parties that may be based on actual usage data. For more information regarding HP's automatic data collection, please see our Privacy Statement at: <http://www8.hp.com/us/en/privacy/privacy.html>.
 - (ii) Advertisements, offers, and promotions by HP, HP partners and third parties ("Ads") printed through the Enrolled Printer at the rate of one (1) Ad for every five (5) printed pages. Such printed Ads will be in addition to, and will not count toward or be subtracted from, the fifteen (15) free pages available to Participant through an Enrolled Printer under the Free Printing Plan Program; and Participants will not be charged for any printed pages with Ads.
18. **BUSINESS PRINTING PLAN.** The Business Printing Plan Program (the "Business Printing Plan") is a Service Plan that offers participants ("Participants") through the Instant Ink service: (i) the opportunity to print the Service Plan Pages per month per Enrolled Pro Printer; (ii) the coverage provided in the HP 3 year Care Pack w/Next Day Exchange for Officejet Pro Printers ("HP Care Pack") for a maximum of three (03) years from the date of purchase of the Enrolled Pro Printer ("Extended Coverage Period"); and (iii) an extra set of Instant Ink-activated Cartridges to be held as spare in the event of exceptional circumstances, all within the applicable Service Plan Fee. Participants that wish to participate in the Business Printing Plan must agree to the terms of this Agreement. HP reserves the right to change, modify, or terminate the Business Printing Plan at any time, and to disqualify any Participant from participation.
- a. **HP Care Pack.** The HP Care Pack extends support coverage for Participants' Enrolled Pro Printer beyond the original factory warranty. The HP Care Pack includes telephone technical support via a dedicated phone line, remote diagnostic services and hardware replacement during the Extended Coverage Period. Service levels and response times for the HP Care Pack may vary depending on Participants' geographic location. The HP Care Pack service starts at date of hardware purchase. View full terms and conditions for the HP Care Pack at **HP Care Pack Central**, which are incorporated herein by reference.
 - b. **Spare Cartridges.** After enrolling in the Business Printing Plan, Participants will be sent an extra set of Instant Ink-activated Cartridges to be held as spare in the event of exceptional circumstances. Without limiting the foregoing, You must return to HP these spare Instant Ink-activated Cartridges in accordance with Section 7.

- c. **Availability.** The Business Printing Plan is currently only available on HP Officejet Pro 8725 All-in-One Printers ("Eligible Pro Printers") in the UK.
- d. **Multiple Printers.** Subject to Section 15, Participants may enroll more than one Eligible Pro Printer in the Business Printing Plan Program. For the purposes of this Section 18, an enrolled Eligible Pro Printer shall be referred to herein as an "Enrolled Pro Printer."

- 19. **NO WARRANTY.** YOU AGREE THAT THE SERVICE, INSTANT INK READY CARTRIDGES, INSTANT INK PROGRAM CARTRIDGES, AND THE SITE ARE PROVIDED BY HP ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, HP DOES NOT PROVIDE ANY WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICE, INSTANT INK READY CARTRIDGES, INSTANT INK PROGRAM CARTRIDGES, AND THE SITE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, HP DOES NOT WARRANT THAT THE SERVICE, INSTANT INK READY CARTRIDGES, INSTANT INK PROGRAM CARTRIDGES, OR THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE OR THAT DEFECTS WILL BE CORRECTED, AND MAKES NO WARRANTIES REGARDING THEIR TIMELINESS, ACCURACY OR RELIABILITY. Some jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimers may not apply to You in their entirety, but will apply to the maximum extent permitted by applicable law.
- 20. **INTELLECTUAL PROPERTY RIGHTS.** You will not gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by HP. HP will retain exclusive ownership of the Service, Instant Ink Program Cartridges, activated Instant Ink Ready Cartridges, and the Site and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation and techniques relating to the Service, Instant Ink Program Cartridges, Instant Ink Ready Cartridges, and the Site. Instant Ink, HP, and any other product or service name, slogan or logo contained in or on the Service, Instant Ink Program Cartridges, Instant Ink Ready Cartridges, or the Site are trademarks of HP or its licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of HP or the applicable trademark owner. You may not use any metatags or any other hidden text utilizing any trademark of HP without HP's prior written permission.
- 21. **LIMITATIONS OF LIABILITY AND REMEDIES.** IF YOU ARE IN ANY WAY DISSATISFIED WITH THE SERVICE OR ANY PART THEREOF, INCLUDING THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL HP, ITS SUCCESSORS, OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO DOWNTIME COSTS, LOST PROFIT, LOST REVENUE OR LOST DATA OR OTHER CONTENT) OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICE, INSTANT INK PROGRAM CARTRIDGES, INSTANT INK READY CARTRIDGES, OR THE SITE, WHETHER BASED IN CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, EVEN IF HP, ITS SUCCESSORS, OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT HP, ITS SUCCESSORS, OR AFFILIATES ARE HELD LEGALLY LIABLE TO YOU, HP'S, ITS SUCCESSORS', AND AFFILIATES' AGGREGATE MAXIMUM LIABILITY TO YOU IS LIMITED TO THE AMOUNT OF YOUR MONTHLY FEE PAID BY YOU TO HP FOR THE SERVICE FOR THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. Some jurisdictions do not allow the exclusion or limitation of particular types of damages, so the above limitation or exclusions may not apply to You in their entirety, but will apply to the maximum extent permitted by applicable law.
- 22. **YOUR REPRESENTATIONS.** By purchasing the Service, You hereby represent that: (i) You have the legal right, capacity and authority to enter into this Agreement with HP and be legally bound by its terms, and, if applicable, You are duly authorized by Your employer to enter into this contract on behalf of Your employer; (ii) any and all information provided by You to HP or HP retailers in connection with the Service, including but not limited to personal information (including but not limited to Your name, address, credit/debit card number and expiration date, other Payment Method information, and email or text messaging account information), is true, accurate and complete, and You will notify HP or the HP retailer as applicable of any change to such information; (iii) the Service is purchased by You for Your individual use, not for resale, redistribution or to otherwise share with other parties; and (iv) You shall not abuse the Service or otherwise engage in inappropriate activities with respect to the Service. You will indemnify HP and hold HP harmless with respect to all claims, liabilities, losses and other costs arising from Your breach of this Agreement or otherwise related to Your use of the Service, the Instant Ink Program Cartridges, the Instant Ink Ready Cartridges, or the Site. HP reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and doing so will not excuse Your indemnity obligations.
- 23. **COMPLIANCE WITH LAWS, INCLUDING EXPORT LAWS.** You agree to comply with all applicable laws and regulations. Without limiting the foregoing, You are responsible for compliance with U.S. and other applicable countries' export control laws and regulations ("Export Laws"). You will comply with all Export Laws to ensure that the Service, the Instant Ink Program Cartridges, Instant Ink Ready Cartridges, and any related materials, including but not limited to technical data, are not (1) exported or re-exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including without limitation nuclear, chemical or biological weapons proliferation. Without limiting the foregoing, You agree that the Service, the Instant Ink Program Cartridges, Instant Ink Ready Cartridges, and related materials may not, in violation of any Export Laws or other applicable laws or regulations, be exported or re-exported (i) into any U.S. embargoed countries, or (ii) to anyone on the U.S. Treasury Departments list of Specially Designated Nationals or the U.S. Commerce Departments Table of Deny Orders. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.
- 24. **NO TRANSFER OF SERVICE.** You cannot transfer the Service to another printer or to another person.
- 25. **NO RESPONSIBILITY FOR THIRD PARTY MATERIALS AND WEBSITES.** Certain content, offers, products, services and other materials made available via the Service to You are from third parties ("Third Party Materials"), and You agree that HP is not liable for Third Party Materials. Your use of Third Party Materials is at Your own risk and may be subject to additional terms. In addition, links from the Service and the Site to third party websites ("Third Party Websites") may be provided, and HP is not liable for Third Party Websites or Third Party Materials made available through them. The HP Privacy Statement is not in effect on Third Party Websites and HP is not liable for any use of Your information by them.
- 26. **GOVERNING LAW.** Any disputes arising out of or otherwise relating to this Agreement, whether based on contract, tort, fraud, or any other legal theory, shall be governed by the law of the country in which You currently reside without regard to its conflict-of-law principles. In addition, please note that You may access the Online Dispute Resolution (ODR) Platform at <http://ec.europa.eu/odr>. The ODR platform is a web-based platform that is specifically designed to help consumers who have bought goods or services online and subsequently have a problem with that online purchase. It allows consumers to submit their contractual dispute and conduct the Alternative Dispute Resolution (ADR) procedure online. The ODR platform transmits disputes only to ADR bodies who are included in the national lists of ADR bodies that comply with the binding quality requirements established by the ADR Directive. Further, we remind you that you may contact HP at feedback.webmaster4@hp.com.
- 27. **ENTIRE AGREEMENT/GENERAL.** The terms of this Agreement, together with the Service Description Terms and other applicable HP terms expressly referenced in this Agreement or applicable to the Service, constitute the entire understanding between You and HP relating to the Service and will supersede any previous communication, representation or agreement whether oral or written. In the event of any conflict between this Agreement and any Service Description Terms, the terms of this Agreement shall control. In the event of any conflict between this Agreement and the **HP Connected terms of use**, the terms of this Agreement shall control. In the event of any conflict between this Agreement and any other separate terms applicable to the Service (i.e. promotional offer terms), the conflicting separate terms shall control. HP's failure to exercise any right under this Agreement will not constitute a waiver of such right. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the court should endeavor to give effect to the intentions reflected in the provision, and the other provisions of the Agreement will remain in full force and effect. You may not assign this Agreement by operation of law or otherwise; HP may assign this Agreement. The section titles in this Agreement are for convenience only and have no legal effect. This Agreement will be interpreted without application of any strict construction in favor of You or against HP. Without limiting any other provision in this Agreement, HP shall not be liable for any failure of the Service, Instant Ink Program Cartridges, Instant Ink Ready Cartridges, or the Site which results from acts or events beyond its reasonable control. All terms in this Agreement that by their nature would survive termination of this Agreement upon cancellation of Your Service (including but not limited to those

terms related to limits on HPs and its affiliates liability, Your liability, applicable law, Your payment obligations for the Service, and Your obligation to return Instant Ink Program Cartridges to HP in the manner designated) will survive termination.