



“ReadyInk Service” Terms & Conditions

In order to benefit of the automatic Ink replenishment service, powered by Epson ReadyInk technology (“ReadyInk Service”), You need to register into the Epson ReadyInk Service website (“ReadyInk Website”).

These Terms & Conditions, govern your use of the ReadyInk Service.

You understand that the identity of “Epson” will vary according to the country in which the ink products are to be supplied.

Epson reserves the right to refuse your registration on the ReadyInk Service.

ReadyInk Service Account

To make use of the ReadyInk Service, you need to register your printer into the ReadyInk Website and create a ReadyInk Service Account (“ReadyInk Account”).

Internet Connection

Epson can only provide the ReadyInk Service if your printer or your personal computer, depending of the printer model/version you are using, connected to the Internet.

ReadyInk Technology Eligible Epson Printer

To use the ReadyInk Service, you must have an Epson ReadyInk compatible printer. There are two types of ReadyInk Service compatible Epson printers: a) those requiring to be connected to a master device connecting to the Internet; b) the newer generation printers automatically connecting to the Internet directly communicating printer data. You can check the models eligible with ReadyInk Service at the following link: www.epson.co.uk/readyink.

In order to ensure a proper service execution, or to comply with applicable laws, Epson might need to change your printer’s software and or firmware, and can do so without notice to you. Any software or firmware that is downloaded to your printer or otherwise provided to you, is provided pursuant to the software licence agreement linked to your printer.

The ReadyInk Service

To provide the ReadyInk Service Epson will remotely monitor your printer and acquire information about your printer including the device name, printer serial number, maintenance box status, total number of ink cartridge replacement, date of first printing from the printer driver, firmware version information, ink levels, ink status and consumption, page counts, and types of documents printed.

By monitoring your printer Epson will be able to determine when your existing cartridge is “expected” to require replacement. Epson will then notify you by sending an email to the account indicated in your ReadyInk Account, that the new ink product is being sent to you. You are not required to take any action if you are happy to receive such ink product(s). If you would like to postpone or cancel the delivery you can do it, directly from the notification email you have received. If you will not take any action, the new ink product(s) will be

despatched by Epson before the date on which it is expected that the existing cartridge will require to be replaced.

If more than one cartridge is running out, Epson will be ready to send them and you can decide to postpone/cancel both or just one of the two. You will also be able at Your discretion to increase the quantity being purchased or to add other cartridges.

The aim of the ReadyInk Service is that the new ink product(s) will be delivered to you before the existing cartridge is exhausted. However, Epson cannot and does not guarantee that this aim will always be achieved. In particular, variations in the rate at which ink is used and delays in postal services may mean that sometimes the new ink product(s) will only arrive after the existing cartridge is exhausted. If you expect to print more than what you normally have been doing or if your continuity of printing is of critical importance to you, you are recommended to keep a spare set of cartridges with your printer at all times.

You must ensure that Epson has your most recent mailing address in order for Epson to provide the ReadyInk Service. Please make sure that your current address or personal information are up to date on your ReadyInk Account. Epson will not be responsible to you or otherwise be liable for sending the ordered ink product(s) to addresses that appear in your ReadyInk Account that you have failed to update.

You cannot transfer the ReadyInk Service to a non-registered printer or to another person.

Use of Information

Epson may use the abovementioned information to provide the ReadyInk Service, information or services, or process transactions that you have requested, to process the registration with the ReadyInk Service, including verification of your email address or to improve or to customize your experience on the ReadyInk Service.

With your consent, Epson may use the information to serve you specific content that is relevant to you, to contact you with regard to your use of the ReadyInk Service, to provide you with printer-related notices, to conduct surveys regarding the ReadyInk Service and various Epson and affiliated companies printer products and to send you advertisements from Epson or affiliated companies. Epson provides means for you to opt out of receiving any commercial information from Epson.

Price, Payment and Invoicing

The ink product(s) delivered via the ReadyInk Service, will be charged to you at the same price the same ink product(s) is sold in the online Epson Store of the country which you registered.

When you create Your ReadyInk Account, you will provide Epson with a valid credit card to pay for the ink product(s) and keep this up to date. You authorise Epson to take above referred payments from your specified payment card.

At the moment you will not cancel the automatically created order, Epson will take payment from your specified payment card for the then current recommended retail price of the new ink product(s), unless there were active promotions reserved to the ReadyInk Service. If Epson is unable to take such a payment from your valid credit card Epson shall have no obligation to despatch a new cartridge unless and until payment is made by you of the amount due.

The recommended retail price for ink product(s) can be seen in your local online Epson Store. All prices include local VAT. Epson reserves the right to change the recommended retail price for ink products from time to time. Changes will not affect already created orders. Order processing and delivery of ink products will take place subject to the relevant online Epson Store General Terms & Conditions.

A copy of the invoice for each delivered ink product will be made available in your ReadyInk Account.

Contractors and Third Parties

Some of the tasks to be performed by Epson, may be performed on Epson's behalf by an Epson Affiliate or by a contractor for Epson. Epson reserves the right to change or add third parties contractors at its discretion.

Communications

By registering on the ReadyInk Website you agree to be contacted or to be sent messages by Epson on your printer, computer or app, to provide information about your ReadyInk Account and status.

You agree that all such notices and other communications that Epson provides to You electronically satisfy any legal requirement that such communications be in writing.

Modification

Epson may modify, amend or update these terms at anytime without notice to comply with law or reflect changes in Epson's business practices and procedures. Any updates or amendments will be posted on the ReadyInk Website and will not affect orders already created.

Termination of the ReadyInk Service

You may deactivate your ReadyInk Account, the ReadyInk Service provided to you for any printer you've registered, at any time. If the ReadyInk Service is deactivated, Epson will execute your opt out immediately upon first connection of your printer to the Internet after opting out.

Epson may terminate Your ReadyInk Service at any time for any or no reason upon Epson's notification to you at the email address or by any other media you agreed to be contacted.

You agree that Epson will not be liable to you for any termination of Your ReadyInk Service or refusal of access to the ReadyInk Service or ReadyInk Website. Upon termination of Your ReadyInk Service for any reason, any rights granted to you under this agreement will terminate and you will not be able to use of the ReadyInk Service. Termination will not affect orders already placed.

No Warranty

Epson does not provide any warranty whatsoever with respect to the ReadyInk Service and/or the ReadyInk Website 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, Epson does not warrant that the ReadyInk Service and the ReadyInk Website will be interrupted, error- free or virus-free or that defects will be corrected, and makes no warranties regarding their timeliness, accuracy or reliability.

Intellectual Property Rights

Epson, and any other product or ReadyInk name, image or logo related to the ReadyInk Service are trademarks of Epson or its licensors and may not be copied, imitated or used, in whole or in part. By registering into the ReadyInk Service you will not gain any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by Epson. Epson will retain exclusive ownership of the ReadyInk Technology, ReadyInk Service and the ReadyInk Website and will own all related intellectual property rights, title and interest in any ideas, concepts, know how, documentation and techniques.

Limitations of Liability

Epson will not be liable to you as a result of any delay or failure to perform its obligations to the extent such delay or failure is caused by an event or circumstance which is beyond its reasonable control. Epson will use reasonable efforts to resolve the disruption and will communicate and update you on progress.

In no event Epson will be liable to you, whether arising under contract, tort (including negligence), breach, warranty, misrepresentation or otherwise, for any indirect, consequential, incidental or special damages, including any lost profits or lost savings, or for any claim by any third party. In the event limitation of liability hereunder is found invalid or unenforceable by a court of competent jurisdiction, the aggregate liability of Epson to You for any damages or loss shall not exceed the total amount paid by you to Epson in consideration of the ReadyInk Service.

Customer Support Center

If You need assistance with the ReadyInk Service or Your ReadyInk Account, or have any question, please contact the Service Customer Support Centre at: <https://www.epson.co.uk/contactus>.

Dispute Resolution

Any disputes arising out of or otherwise relating to these Terms shall be governed by the law of the country in which you reside.

The EU internet platform for online disputes regulation (so-called "ODR platform") can be found at <http://ec.europa.eu/consumers/odr/>. If You have any questions about consumer laws in Your country, please contact Your local European Consumer Centre at http://ec.europa.eu/consumers/ecc/contact_en.htm.