



COTOPAT Terms and Conditions of Use

Effective Date: 18 August 2025

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These Terms and Conditions of Use ("**Terms**") govern your access to and use of Kyocera Cotopat Solution including any updates, enhancements, new features.

Kyocera Cotopat Solution ("Solution" or "Cotopat") consists of the following components: (A) The Cotopat Google Cloud Services, (B) Cotopat web-application and (C) Cotopat application (software) installed on (D) Cotopat hardware and all related components and services. By using Cotopat Solution, you agree to these Terms. If you do not agree, do not use the Solution.

1. Definitions

- "Company", "we", "us", or "our" - means Kyocera Document Solutions Europe Management B.V. and our Affiliates.
- "End-User License Agreement" (EULA) - means contract between the Customer and Company for the use of the Software(s)
- "Software" - The proprietary software integrated into hardware that enables live translation of conversation and its summarization using Google APIs.
- "Service(s)" - The functionalities provided by the Software, including real-time translation, transcription, and AI-enhanced conversation summarization
- "Google APIs" - Google Translation API, Google Speech-to-Text API, and Google Vertex AI API.
- "Customer" - The individual or entity subscribing to Solution
- "Subscription Term" - The duration of the Customer's subscription, renewed automatically unless terminated.
- "Content" - Any audio, text, or other data input into the Software for processing.
- "Output Content" - The output generated by the Software after processing the Content.
- "Hardware" - The physical device into which the Software is integrated.
- "Customer's End Users" - Individuals using the Solution via the Hardware.
- "Sanctioned Parties: - Individuals or entities listed on sanctions lists maintained by the EU, UK, US, or UN.

2. License

2.1 The Software is licensed, not sold. Terms and Conditions of the Software License are subject to the End-User License Agreement ([LINK](#)).

2.2 The Services are provided in accordance with these Terms and the applicable documentation.

2.3 The Customer agrees to pay the subscription fee as specified during the purchase process.



3. Subscription and Termination

3.1 Subscriptions are billed annually or monthly and renew automatically unless canceled.

3.2 The Customer may cancel the subscription with notice before the renewal date.

3.3 The Company may terminate the Agreement immediately in case of breach, misuse, or legal non-compliance. The Company may also, at its sole discretion, suspend access for late or failed payments.

3.4 Upon termination, access to the Services will be revoked and any stored Content will be deleted in accordance with Section 3.

3.5 Saved Content: If the Customer uses a save feature, the Content and output Content will be retained for up to 5 days after termination, after which it will be permanently deleted.

4. Eligibility

You must be at least 18 years old (or the age of majority in your jurisdiction) to use the Solution. By using it, you represent that you meet these requirements.

Use of the Software by individuals under 18 years of age is only permitted with verifiable parental or guardian consent.

5. Account Registration

5.1 The Solution requires account registration. You agree to:

- Provide accurate and complete information;
- Keep your login credentials secure;
- Notify us of any unauthorized use of your account.

5.2 Customer Contents and Information uploaded in the Solution during the Subscription remain property of the Customer and will be return or deleted as per art. 3.5.

6. Use of Google APIs

6.1 The Software utilizes Google APIs to deliver its core functionalities.

6.2 The Customer acknowledges that use of these APIs is subject to Google's own terms and conditions ([LINK](#)).

6.3 The Company is not liable for any changes, limitations, or outages in the Google APIs.



7. Data Handling and Privacy (GDPR-Compliant)

7.1 In the context of the use of Solution, you (the Customer) act as the Data Controller, and Kyocera acts as the Data Processor as defined under the General Data Protection Regulation (EU) 2016/679 ("GDPR"). Customer is solely responsible for ensuring that any personal which is transmitted to Solution and processed by Kyocera for Customer in connection with the Services under this Agreement, is collected and processed in compliance with applicable data protection laws.

7.2 Kyocera processed personal data solely on your documented instructions and only to the extent necessary to provide and support Solution. We do not access or use personal data for any other purpose as specified in Cotopat Privacy Statement.

7.3 When you transmit personal data to Cotopat you shall agree with Kyocera on a Data Processing Terms and Conditions ([LINK](#)). These Data Processing Terms and Conditions forms and integral part of these Terms.

7.4 Customer guarantees not to collect, process or use any personal data in connection with the Services without the express consent of the data subject or sufficient other legal basis for processing.

8. Permitted Use

8.1 You agree to use the Solution only for lawful and intended purposes, and not to:

- Reverse engineer, decompile, tamper disassemble or create any derivative work/s based on the software or hardware
- Interfere with system operation or security
- Use the Solution for abusive, defamatory, discriminatory or infringing content
- Resell or sublicense the Solution unless explicitly authorized
- Use the Solution in connection to AI prohibited use or AI high risk activity as per EU AI Act

8.2 The Software may only be used on licensed Hardware and by authorized Customers and Customer's End-Users.

9. Hardware Use

9.1 The hardware is intended solely for use with the licensed software. Unauthorized modification or use may void your warranty and limit liability.

9.2 You are responsible for maintaining the hardware in a proper working environment as specified in our documentation.



10. Software Updates and Modifications

10.1 We may provide updates or enhancements to the software. End-User License Agreement will apply.

10.2 We reserve the right to modify or discontinue features, temporarily or permanently, without liability.

11. Third-Party Services

The Solution may incorporate third-party content or services. We are not responsible for third-party terms, functionality, or data practices.

12. Liability and Warranty

12.1 No Warranty: The Services are provided "as is" and "as available" without warranty of uninterrupted or error-free operation.

12.2 Translation Accuracy: The Company does not guarantee the accuracy, completeness, or appropriateness of translations or summaries.

12.3 Third-Party Services: The Company is not liable for interruptions or errors caused by Google APIs or other third-party services.

12.4 Limitation of Liability: The Company's total liability is limited to the amount paid by the Customer in the last 12 months.

12.5 Exclusions: The Company is not liable for:

- Loss of data not caused by Company negligence.
- Indirect, incidental, or consequential damages.
- Use of the Software in violation of these Terms.

12.6 Force Majeure: The Company is not liable for delays or failures due to events beyond its reasonable control.

12.7 Consumer Rights: Nothing in these Terms limits the Customer's statutory rights under EU consumer protection law.

13. Indemnification

You agree to indemnify and hold us harmless from any claims, liabilities, or damages resulting from:

- Your breach of these Terms;
- Your misuse of the Solution;
- Your violation of any law or rights of a third party.

14. Termination

We may suspend or terminate your access to the Solution at any time, with or without cause or notice. Upon termination, your license to use the software also terminates.

15. Export Control and Sanctions

15.1 The Customer agrees to comply with all applicable export control laws and regulations.

15.2 The Services may not be used by individuals or entities listed on sanctions lists maintained by the EU, UK, US, or UN.

16. Governing Law and Jurisdiction

16.1 This Terms and any disputes shall be solely governed by and construed in accordance with the laws of the Netherlands; the application of the Vienna Convention on Contracts for the International Sale of Goods (CISG), Vienna, 11 April 1980, being excluded.

16.2 All disputes arising in connection with this Terms shall be settled amicably between the Parties. If amicable settlement cannot be reached, then all disputes arising in connection with the present agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute, in which case the Arbitrage Tribunal shall consist of three (3) arbitrators. The place of arbitration shall be Amsterdam and the arbitration shall be held in the English language.

17. Changes to These Terms

We may update these Terms from time to time. Continued use of the Solution after changes are published constitutes your acceptance.

18. Prevailing Language

The English version of this Terms represents the understanding of both Parties. In the event any translation of this agreement is prepared for convenience or any other purpose, the provisions of English version shall prevail.

19. Contact Information

If you have questions about these Terms, please contact us. Kyocera Document Solutions Europe Management B.V. contact information is available on our website.