



WACOM® Cintiq Pro

Important Product Information (DTH271)

PRECAUTION

⚠ WARNING: Failure to follow these safety instructions, warnings and precautions could result in fire, electric shock, injury, or damage to the product. Please read all instructions, warnings and precautions below prior to using the product. Failure to follow or comply with these safety instructions, warnings and precautions may be dangerous and may also void your warranty.

For United States

⚠ WARNING: Handling the cord on this product will expose you to lead, a chemical known to the State of California to cause cancer, and birth defects or other reproductive harm. Wash hands after handling. For more information go to: www.P65Warnings.ca.gov.

Excluding United States

⚠ WARNING: The wires inside the cables contain lead, a chemical known to cause cancer, and birth defects or other reproductive harm. Wash hands after contact.

Wacom will not be liable for and will have no responsibility to you or to any other user in connection with any damage of any kind, including repair or replacement, in the event the product is used or handled outside of the specifications, conditions, instructions and environmental ranges stated in this document, user's guide and catalogs. If you suspect that the product has been damaged, discontinue use of the product, as it may cause overheating or injury. Do not use the product if it has a cracked screen, as such use may cause injury. For details, please see "support" on wacom.com.

To ensure the safe use of the product, be sure to follow all instructions, cautions, and warnings found within this guide. Failure to do so could also void your warranty and result in injury to persons or damage to the product or the Wacom display with which the product is being used. Wacom will not be liable for and will have no responsibility to you or to any other user in connection with any damage of any kind, including repair or replacement, in the event the product is used or handled contrary to the specifications, conditions, and environmental scope stated herein. If you suspect that the product has been damaged, promptly discontinue use of the product.

Improperly setting up, using, or caring for the product can increase the risk of an accident or injury to persons or property.

Do not, and do not allow any third party other than a Wacom company or a Wacom authorized repairer to disassemble or modify the product, or attempt to open it or repair it. Wacom shall have no responsibility to repair or replace the product if it has been disassembled or modified. Having the product repaired by an unauthorized service provider may affect the safety and functionality of the product.

Prevent children from playing with or having access to any packaging materials or wrapping for the product or any small product accessories, as a choking or suffocation hazard may exist.

Do not use the product in situations that may distract you or cause a dangerous condition or situation, including while driving a car or other motor vehicle, riding a bicycle, etc.

For thorough cleaning, do not use anything other than a neutral detergent or a designated organic solvent, which may damage the enclosure of this unit. Please note that such damage is not covered by the manufacturer's warranty.

To clean the housing of this unit, use a soft cloth and lightly moisten it with water or alcohol with a concentration of 70 to 75%.

For more information, see "Support" on wacom.com.

Before cleaning the product, always switch off the power supply and disconnect all cables from the product.

To clean the display screen, use an anti-static cloth, apply only a light amount of pressure to the display screen and do not cause the surface of the display screen to become wet.

Touching the product (LCD panels and other areas) or the power adapter with the same area of your body for extended periods of time may cause low temperature burns to your body. Avoid touching the product or the power adapter with the same area of your body for extended periods of time. Use common sense to avoid situations of prolonged skin contact either with the product or power adapter. For example, don't sleep on the product or the power adapter, or place either of them under a pillow, blanket or similar location. People with sensitive skin or medical conditions that affect the ability to detect heat should use special care.

When you pick up the product, hold the product with both hands.

Repetitive activities such as using the pen, swiping the screen, or using the touch pad may cause discomfort in your hands, arms, wrists, shoulders, neck or other areas. If you experience such discomfort, please stop using the product and consult your physician or medical provider.

The product may contain magnets, in addition to components or radio devices that emit electromagnetic fields, which have the potential to interfere with medical devices. If you have reason to believe that the product is interfering or may interfere with your medical device, cease using the product and consult your physician and/or medical device manufacturer.

Do not insert foreign material into the connector ports or openings of the product. If a metal object or foreign material is inserted into a port or opening of the product, it may cause product malfunction, fire, or electrical shock.

Do not block the ventilation holes for the product. Blocking the air ventilation holes may cause the product to overheat thereby damaging the product and/or causing risk of injury.

Air blowing from the product's ventilation hole, the ventilation hole periphery and the bottom of the product may become hot, and as such, may cause low temperature burns. Those with sensitive skin or medical conditions that affect the ability to sense heat should use special care.

Avoid intensive shock or vibration to the product and its accessories. Hitting or dropping the product may result in damage to the product.

Do not apply excessive pressure or stress to the sensitive parts of the product. Sensitive parts include, without limitation, the pen tip, buttons, and switches. This may cause those parts to become inoperable or malfunction or reduce the product life span.

Do not place heavy objects on the product or apply heavy pressure or force to the product; this may damage the product or break the product's movable parts.

Damage to the product due to negligence, misuse or accident (such as dropping the product), will not be covered by the warranty.

Always switch off the power supply and disconnect all cables if the product appears to be malfunctioning or is damaged.

Do not expose the product to water or other liquids. Exposing the product to water



or other liquids may result in malfunction or electric shock. In the event liquid is spilled on the product, stop using it, switch off the power supply, and contact your distributor or the Wacom Customer Support Center.

To ensure optimal performance of the product and to prevent damage, please only use the pens and nibs provided or recommended for use with the product. Wacom will not be liable for and will have no responsibility to you or to any other user in connection with any damage or failures in performance caused by the use of pens or pen nibs not provided or recommended by Wacom.

The paint on the product can wear off and can leave marks, depending on usage. Use care when brushing up against the product or placing the product on vulnerable surfaces.

Be sure to dispose of the product properly and to manage the disposal in accordance with your local ordinances and laws. You are solely responsible for disposing of the product in a safe and lawful manner.

Only use a power adapter specified for use with the product. If a different type of power adapter is used, it may damage the product or otherwise cause the product to malfunction or catch fire. Use of a power adapter other than a power adapter specified for use with the product will void your warranty.

Keep the power adapter and the product in a well-ventilated area. If used in a poorly ventilated area, the power adapter or the product may overheat, causing the power adapter or the product to malfunction and decrease its useful life span.

The power adapter may become warm during normal use. Make sure there is adequate ventilation around the power adapter and use care when handling. Plug the power adapter directly into a power outlet, and do not use the power adapter in wet locations, such as near a shower, a bath, or a sink.

Unplug the power adapter and stop using it if any of the following conditions exist:

- The power cord or plug has become frayed or damaged.
- The power adapter is exposed to rain, liquid, or excessive moisture.
- The power adapter case is damaged.
- You suspect the power adapter needs service or repair.
- You want to clean the power adapter."

Regularly remove dust build-up from the power plug. The addition of moisture, etc., to accumulated dust may create a fire hazard.

Do not connect or disconnect the cables or power adapter while the product or your computer are turned on; this may damage the product or computer.

When not using the product for long periods of time, unplug the power plug from the AC outlet.

Disconnect the power plug from the AC outlet and refrain from using the product during thunder or electrical storms. Using the product during thunder or electrical storms may cause product malfunction, fire, or electrical shock.

Do not connect or disconnect the cables or power adapter while the product or your computer are turned on; this may damage the product or computer.

When not using the product for long periods of time, unplug the power plug from the AC outlet.

Do not use or store this unit in the following environments:

- Temperature-changing environments
- Environments that exceed the specified temperature and humidity range (e.g. outdoors or in vehicles)
- Dusty environment
- Near fire.

Do not use the product near a humidifier or in direct contact with air from a humidifier. Minerals contained in water vapor may cause white powder or marks to adhere to the surface or the inside of the product.

The product is solely for use in normal office environments, including use as a center console in a climate-controlled environment. The product was not designed or tested for, and is not intended for use in, medical or military applications. Do not use the product in areas with a potentially explosive atmosphere (such as areas with flammable chemicals, vapors, or substances), or areas having high concentrations or industrial chemicals, as they may cause damage to the product or impair its functionality.

Do not use the product in a facility control system that requires extremely high reliability. The product may cause other electronic equipment or devices to malfunction or degrade their performance. Observe signs and notices that restrict the use of mobile devices.

Switch off the power supply of the product in locations or environments where electronic devices are not allowed.

When other tablets or devices are placed near the product, the operation of those tablets or devices may be affected and may cause the product to malfunction. In such a case, please move the other tablets or devices away from the product or switch off the power supply for the product. Wacom will not be liable for and will have no responsibility to you or any other user for damages caused to the product or such other devices in connection with any such interference.

Do not place the product in unsteady or unstable places such as wobbly, slanted, or wet surfaces. Physical damage or personal injury may result if the product falls from an unsteady or unstable surface.

The product has to be used with Wacom Cintiq Pro 27 Stand, or a stand that complies with the VESA (100x100mm) standard. Wacom Cintiq Pro 27 Stand is sold separately. Wacom recommends using the Cintiq Pro 27 Stand with the Cintiq Pro 27 for the expected performance.

Using this product without a stand may damage the ExpressKeys and cause injury due to instability during use. Be sure to use the product with a stand as instructed in the Wacom Cintiq Pro Quick Start Guide.

Do not sit on, or hang from, any table or other surface where the product is placed. The product may fall and cause physical damage to the product or personal injury. Take extra care where children are present.

Move the product periodically to another place on your work surface to avoid permanently discoloring or altering the appearance of the surface.

Protect the health of your eyes when using the product:

- Only use the product in a well-lit room and always view the display from a suitable distance.
- Take regular breaks when using the product for extended periods of time.

Do not place metallic objects on top of the device and do not use the product on top of metallic tables, etc. Keep the device away from magnets and magnetic fields. Failure to comply with this restriction may result in interference, malfunction, or damage to the product.

The following conditions are characteristics of LCD displays and do not indicate damage or malfunction to the product.

- Depending on the displayed contents, brightness may appear uneven.
- Depending on the displayed contents, a small number of pixels may appear constantly lit or unlit.
- When displaying objects with fine patterns, you may see flickering or striped patterns.
- After displaying the same still image for an extended period of time, a residual image may be produced. Residual images will gradually disappear over time.
- Changes to the condition of the back light over the period of using the display will gradually affect the condition of the display.
- Colors and hues may appear to change depending on the view angle of the product."

Do not push down forcibly with the pen on the LCD display. Pushing down forcibly on the LCD display may cause some patterns to temporarily appear on the LCD display.

Do not scratch the display screen. Avoid placing sharp objects on the display screen surface.

If the LCD screen has been damaged, DO NOT touch any liquid that may be leaking from it. In case any such liquid contacts your or any other user's skin, eyes, or mouth, rinse immediately with running water for at least 15 minutes and promptly consult a physician.

When the product is mounted on a display stand which conforms to the VESA FDMI regulation, please consult appropriate instructions in the manual for the purchased display stand. Unless Wacom states otherwise, Wacom is not responsible for third party products or accessories that may be used with the product.

For expected results, use the ExpressKey Remote at least 1.6 inches (40 mm) away from the product's pen.

The product is not waterproof nor is it explosion-proof.

The product serves as and can be used solely as a passive display and input device.

Do not connect an inappropriate computer or graphics card which does not satisfy the supported video signal interface, as it may damage the product.

Do not damage, forcibly bend, or bundle the cables for the product. Do not place heavy objects on the cables or expose them to excessive heat, as this may cause fire, electrical shock, or product failure. If a cable has been damaged, stop using it and please contact a nearby store or the Wacom Support Center.

When moving the product, ensure that the cables are NOT connected to a power outlet or other device. Tripping over loose cables can cause physical damage to the product or personal injury.

Only use the cables that are provided with the product or recommended for use by Wacom with the product. If a different type of cable is used, the product will not work properly or may become damaged. Use of a different cable will void your warranty.

Prevent children from swallowing the pen, pen nib, etc. Small parts may accidentally be pulled out if children are biting on them.

Do not use a distorted or bent pen nib with the pen; a pen in this condition may cause the pen to operate improperly and scratch your tablet.

Do not store the pen so that the pen tip or buttons are continually depressed.

Pen nibs wear. Worn pen nibs or pen tips may cause damage by scratching the drawing surface. Please replace the pen nib regularly.

Do not strike hard objects with the pen. Doing so may cause damage to the pen. When the pen tilts more than 45 degrees from vertical position, the pen may not be recognized properly.

Use the included cables or compatible cables that comply with the specifications and standards for the product. Using non-compliant or improper cables will not only cause risk of malfunction, but will also void the product warranty.

Please connect the power cord to a socket-outlet with earthing connection.

When using Personal Computer to connect the product to operate, the product is only applicable to ACPI System Level S3 (suspend to RAM) or off state to enter a low power consumption state.

LOCATION OF REGULATORY LABELS

Regulatory labels may be found behind the back cover on the back of this product.

ENERGY EFFICIENCY CLASS AND INFORMATION FOR COMMISSION REGULATION (EU) 2019/2013 THE ENERGY INFORMATION (AMENDMENT) REGULATIONS 2020 (UK)



PRODUCT SPECIFICATIONS

General specification	
Dimensions (L x W x H)	379.1 x 637.7 x 31.1 mm (14.9 x 25.1 x 1.2 in)
Weight	7.2kg (15.9 lb)
Operating temperature & humidity	Temperature: 5 to 40 degrees C, Humidity: 30% to 80% RH (non-condensing)
Storage temperature & humidity	Temperature : -10 to 60 degree C, Humidity: 30% to 90% RH (non-condensing) (Maximum storage humidity is 90% at a temperature of 40 degree C, and maximum storage temperature is 60 degree C at a humidity of 30%.)
Input voltage	19 VDC
USB Output power	USB Type-C connector : 5V / 3.0A USB Standard-A connector: 5V / 0.9A
Power Consumption (with AC adaptor)	Less than 85 W (full loading) 1.5W or less in ACPI S3 sleep mode 0.3W or less in OFF mode

Display	
Screen Size	26.9 inch
Aspect ratio	16 : 9
Display resolution	3840 x 2160
Input Video Cable	USB-C to C cable, HDMI™ cable, DisplayPort™ to mini DisplayPort cable
Viewing Angles @ CR>10 (horizontal/vertical)	178(89/89) / 178(89/89) (typ.)
Display Colors	1.07B colors (Depends on display card used.)
Contrast Ratio	1000 : 1 (typ.)
Brightness	400 cd/m ² (typ.)
LCD quality	Each LCD panel is produced under very stringent quality standards. Production techniques cannot guarantee an absolutely perfect TFT display. A small number of pixels are allowed to show a wrong color for some parts of the color spectrum. This does not mean the display is defective.

Pen specification	
Reading Technology	Electro-magnetic resonance technology
Active Area	596.1 x 335.3 mm (23.5 x 13.2 in)
Resolution	0.005 mm/point
Pen Tilt Recognition / Range	60 degree
Pressure levels	8,192 levels

Wacom Cintiq Pro 27 Power Adapter	
Input voltage	100 to 240 VAC 50-60 Hz
Output voltage	19.0 VDC
Output Current	8.4 A

Wacom Pro Pen 3	
Dimension (L x D)	160.0 mm x 8.4 mm (6.3 x 0.3 in)
Weight	9.1 g (0.03 oz)

Wacom Pro Pen 3 Tray	
Dimensions (W x L x D)	300 x 210.0 x 33.5 mm (1.2 x 8.3 x 1.3 in)
Weight	88.7g (0.3 oz)

END USER LICENSE AGREEMENT AND TABLET DRIVER PRIVACY NOTICE

Part I: END USER LICENSE AGREEMENT TABLET DRIVER SOFTWARE

Part II: TABLET DRIVER PRIVACY NOTICE

PART I: END USER LICENSE AGREEMENT TABLET DRIVER SOFTWARE

This End User License Agreement (this "Agreement") is between you (both the individual installing the Software and any single legal entity on behalf of which such individual is acting) ("You" or "Your") and Wacom Co., Ltd., 2-510-1 Toyonodai, Kazo-shi, Saitama 349-1148, Japan ("Wacom").

1. DEFINITIONS

- 1.1 "Documentation" means the user guides and manuals for installation and use of the Software.
- 1.2 "Product" means the Wacom Tablet hardware with which the Software has been provided to You.
- 1.3 "Software" means the Wacom Tablet Driver software and firmware and any corresponding Documentation that Wacom may provide to You in connection with the Product, and any updates to the foregoing that Wacom may in its discretion provide to You under this Agreement.

2. SOFTWARE LICENSE

- 2.1 License Grant. Subject to the terms and conditions of this Agreement, Wacom hereby grants to You a limited, non-exclusive license to: (a) use and install a single copy of the Software, in machine readable form only, on a single computer or other similar device, solely in conjunction with the Product; (b) use the Documentation provided with the Software in support of Your authorized use of the Software; and (c) make a single back-up copy of the Software, to be used solely for back-up purposes, provided that all trademark, copyright and other proprietary and restricted rights notices, legends and symbols included in the original version of the Software are reproduced on such back-up copy. Notwithstanding the foregoing, if You are under 18 years old, You agree that no license to the Software is offered or provided without Your parent's or guardian's consent to this Agreement.
- 2.2 Restrictions. You will not copy, use, modify, adapt, translate or exercise any other right in the Software (including the Documentation) except as (i) expressly permitted by this Agreement or to the minimum extent permitted by applicable law; or (ii) for disaster recovery, program error verification, and back-up purposes. You will not, and will not permit, encourage or enable any third party to, modify, adapt, translate, distribute, create derivative works based on, pledge, relicense, sublicense, loan, rent or lease the Software or use the Software for third-party training, commercial time-sharing or service bureau use. You will not, and will not permit, encourage or enable any third party to, reverse engineer, disassemble or decompile the Software, or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software, except as and to the minimum extent expressly permitted by applicable law. You will not, and will not permit, encourage or enable any third party to, use the Software in conjunction with any third party products, but may be used only in connection with the Product. You will not remove or alter any trademark, copyright or other proprietary and restricted rights notices, legends and symbols appearing in or on the Software.
- 2.3 Export Limitations. You may not use or otherwise export or re-export the Software except as authorized by the laws of the jurisdictions from which or in which the Software was lawfully obtained by You. If You obtained the Software in or from the United States, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use Software for any purposes prohibited by United States or your local jurisdiction's law, including, without limitation, the development, design, manufacture or production of missile or nuclear, chemical or biological weapons.
- 2.4 No Assignment; One Time Transfer. You will not transfer, assign or delegate the Software or any of Your rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Wacom, which shall not be unreasonably withheld. However, You may make a one-time permanent transfer of the Software and of all of Your rights under this Agreement to another party in connection with Your transfer of the Product if and only if all of the following conditions have been met: (a) the transfer includes all components and parts of the Product, all printed materials, any other

warranties applicable to the Product, and all of Your rights and obligations under this Agreement, (b) You do not retain any copies of the Software or any portion thereof on any media or computer, and (c) the party receiving the Software reads, understands and agrees to accept the terms of this Agreement. Any transfer, assignment or delegation of any of Your rights or obligations under this Agreement in violation of this paragraph is void and of no effect.

- 2.5 Ownership. The Software is licensed and not sold. Wacom and its licensors will retain all right, title and interest in and to the Software, including all patent, copyright, trademark, trade secret and any other intellectual property or industrial rights in and to the Software, and any improvements, updates and derivative works thereof. Wacom reserves all rights and interests in and to the Software. You do not acquire any other rights, express or implied, in the Software other than those rights expressly granted under this Agreement.
- 2.6 No Support. Wacom has no obligation to provide technical support, maintenance, upgrades, modifications or new releases for the Software under this Agreement.
- 2.7 Updates. Wacom, at its discretion, may make available to You updates or upgrades to the Software. The terms of this Agreement will govern any such update or upgrade provided by Wacom to You that replaces, supplements, modifies, or enhances the Software, except that if such upgrade or update is accompanied by a separate set of terms, those terms will govern to the extent of any conflict with or terms that are in addition to this Agreement.

3. SOFTWARE WARRANTIES AND REMEDIES

- 3.1 Limited Warranties. Wacom warrants that the Software will, for a period of (a) two (2) years if you reside in Europe, Africa or the Middle East; or (b) ninety (90) days if you reside in any other jurisdiction (in each case, as measured from the date on which the Software is first installed, downloaded or activated by you) (the "Warranty Period"), materially perform in accordance with the Documentation, provided that, the Software is used in accordance with the Documentation and the terms and conditions of this Agreement. In the event that the Software does not comply with the foregoing warranty during the applicable Warranty Period, then Wacom shall make commercially reasonable efforts to correct such non-compliance by repairing or replacing the Software at no additional charge to You. If Wacom determines that repairing or replacing the Software is not feasible, would be disproportionately expensive, cannot be completed within a reasonable period of time or would result in unreasonable inconvenience to Wacom, Wacom may, in lieu of repair or replacement, offer an appropriate reduction or refund of any fees paid by You.

The Software is not fault tolerant and is not designed, permitted or intended for uses related to high risk activities. No oral or written information or advice provided by Wacom, its agents or any distributors or retailers of the Product will create any warranty or in any way increase the scope of the warranties expressly provided by Wacom under this Agreement. To the maximum extent permitted by law, this paragraph states the entire liability and obligation of Wacom, and Your sole and exclusive remedy in the event that the Software does not comply with the foregoing warranty or is defective.

Wacom does not warrant that: (a) the Software will meet Your requirements, (b) the Software will be compatible with or operate on the computer or other device on which You install it, or (c) defects in the Software will be corrected, or that the operation of the Software will be uninterrupted or error-free. This Agreement contains no warranties from Wacom for, nor any liabilities in relation to, the Product, which is subject to Wacom's standard hardware warranty (if any) applicable thereto.

Wacom will have no warranty obligations under this paragraph if such non-compliance is caused by unauthorized use of the Software, abuse, misuse, alteration, neglect or accidental damage of the Software or any repair or modification of the Software not performed by Wacom. Replacement or repair of the Software does not extend its warranty period beyond the original Warranty Period.

- 3.2 Disclaimers. OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, WACOM DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WACOM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, OR THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT LOCAL LAW IS APPLICABLE TO THIS AGREEMENT AND THAT LOCAL LAW PROHIBITS OR RESTRICTS WACOM FROM EXCLUDING OR RESTRICTING YOUR RIGHTS IN RELATION TO A WARRANTY FOR, OR LIABILITY FOR A DEFECT IN, THE SOFTWARE, THEN ANY EXCLUSION OR RESTRICTION IN THIS AGREEMENT WHICH IS CONTRARY TO THAT LOCAL LAW SHALL NOT APPLY, AND SHALL BE REPLACED WITH THE MINIMUM WARRANTY THAT IS REQUIRED UNDER SUCH LOCAL LAW.

4. SOFTWARE LICENSE TERMINATION

This Agreement is effective until terminated. Additionally, Your rights and licenses under this Agreement will automatically terminate and cease to be effective, without any notice or action by Wacom, in the event that You breach or fail to comply with any terms of this Agreement. Upon termination of this Agreement, You will cease all use of the Software and permanently delete and make unrecoverable the Software and all copies thereof (including Your back-up copy and all Documentation) from Your computer or similar device on which it was installed. Upon any termination of this Agreement, Sections 1, 2.2, 2.5, 3.2, 4 and 5 will survive.

5. GENERAL TERMS

- 5.1 **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of Japan without giving effect to any choice of law rule. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the Software, such controversy, claim or dispute may be adjudicated solely in the Tokyo District Court, located in Tokyo, Japan, and Wacom and You each hereby irrevocably consent to the jurisdiction and venue of such court.
- 5.2 **Limitation of Liability.** To the maximum extent permitted by law, (i) in no event will either party be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, data, use or cost of substitute procurement, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages or if such damages are foreseeable; and (ii) in no event will Wacom's liability for any loss, damage, cost or expense incurred or suffered by You in connection with or arising out of the Software or this Agreement exceed the amounts paid by You for the Product. The parties acknowledge that the limitations of liability in this Section 5.2 and in the other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Wacom would not have entered into this Agreement. Wacom's pricing of the Product reflects this allocation of risk and the limitation of liability specified herein. Notwithstanding the above, nothing in this Agreement limits Wacom's liability to You in the event of: (i) death or personal injury to the extent resulting directly from Wacom's negligence or that of its employees or agents; or (ii) any fraudulent act or omission of Wacom or that of its employees or agents; or (iii) any willful misconduct or gross negligence on the part of Wacom; or (iv) any liability that cannot be excluded by applicable local law.
- 5.3 **Severability.** If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will 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 severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect.
- 5.4 **Compliance with Laws.** You will comply fully with all applicable laws and regulations, including export laws and local laws of the country or region in which You reside, or in which You downloaded or use the Software. Without limiting the generality of the foregoing, You will not, and You will require Your representatives not to, export, direct or transfer the Software, or any direct product thereof, to any destination, person or entity restricted or prohibited by the applicable law.
- 5.5 **Entire Agreement; General.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between You and Wacom. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. The waiver by either party of any default or breach of this Agreement may only be made in writing and will not constitute a waiver of any other or subsequent default or breach.

PART II:

TABLET DRIVER PRIVACY NOTICE

This Privacy Notice concerns the Personal Data processing by the Tablet Driver Software provided by Wacom Co., Ltd. and its subsidiaries (collectively "Wacom Group") and applies to Your use of Tablet Driver. This Privacy Notice forms part of Wacom's Privacy Policy (<https://www.wacom.com/privacy>).

1. DEFINITIONS

- 1.1 "Personal Data" means any information which – either alone or in combination with other information we can access – relates to You as an identifiable or identifiable individual.
- 1.2 "User", "You" or "Your" means an individual who uses the Tablet Driver.
- 1.3 "Wacom", "we", "our" or "us" means the relevant company in the Wacom Group, specified by Wacom's Privacy Policy, responsible for processing Your Personal Data or non-personal data received in relation to Your usage of the Tablet Driver. The list of Wacom Group companies can be found at <https://www.wacom.com/about-wacom>
- 1.4 "Tablet Driver" means and includes the various software components supporting Your Wacom device and allowing You to adjust the settings and access other relevant information.

2. LINKS AND WEB SERVICES ACCESS PROVIDED BY TABLET DRIVER

- 2.1 The Tablet Driver includes links to the Wacom website and other third-party websites for informational and educational purposes. Following those links is optional and does not affect the performance of Your Tablet Driver or Wacom product. If You follow such links and access those websites, any interaction with those websites will be governed by the respective privacy policy for those websites.
- 2.2 The Tablet Driver may regularly check on Wacom's servers whether a Tablet Driver or firmware update may be available for Your product and may offer links to easily download and install such Tablet Driver or firmware updates. Downloading and installing such updates is optional and may affect the performance of Your Tablet Driver or Wacom product. This process and Your downloading of the Tablet Driver or other product updates uses Your computer's IP address solely for the technical facilitation of the process and is governed by the Wacom Privacy Policy for its website, which can be accessed on the Wacom website at www.wacom.com/privacy.
- 2.3 The Tablet Driver may regularly check on Wacom's servers whether your Wacom product has been registered with Wacom and may indicate the registration status. The Tablet Driver may regularly check on Wacom's servers whether applicable tutorial videos may be available for Your Wacom product and may provide an option to view these videos. These processes do not affect the performance of Your Tablet Driver or Wacom product. These processes use Your product's e-serial number and Your computer's IP address solely for the technical facilitation of these features and are governed by the Wacom Privacy Policy for its website, which can be accessed on the Wacom website at www.wacom.com/privacy.
- 2.4 The Tablet Driver provides the option to sign up to and use the cloud and other online services of Wacom ("Wacom Services"). The sign-up is optional and does not affect the performance of Your Tablet Driver or Wacom product. To sign up for any of such Wacom Services, You will be required to enter certain Personal Data. The processing of this Personal Data is subject to other relevant Wacom Privacy Policies, which can be accessed on the Wacom website at www.wacom.com/privacy, and other applicable policies.

3. WACOM EXPERIENCE PROGRAM FOR TABLET DRIVER

- 3.1 You can choose to participate in the Wacom Experience Program for Tablet Driver. If you participate in the Program, your device will automatically send certain usage and diagnostic data ("Tablet Driver Data") to Wacom for analysis purposes to improve the Tablet Driver, understand customer usage patterns and needs, troubleshoot bugs, optimize the functions and performance of the Tablet Driver and develop better features and products for our customers. Your participation in this program is optional and does not affect the performance of Your Tablet Driver or Wacom product in any way.
- 3.2 If you choose to participate in the Wacom Experience Program for Tablet Driver, the Tablet Driver will collect and aggregate the following Tablet Driver Data over certain time intervals:
 - Basic system information (OS version, Tablet Driver version, language).
 - Data Key (combination of random numbers and letters) created on your hardware device on which You use the Tablet Driver.
 - Model number of the Wacom product used with the Tablet Driver.
 - Tablet Driver settings.

- Wacom product functions used and their frequency (e.g. button functions, touch gesture functions, on-screen control functions, touch ring functions). Any customized functions are reported only by function type (e.g. “keystroke”).
- User interactions with Tablet Driver software, such as opening or closing Tablet Driver apps, selecting certain tabs and/or functions, launching Setup Wizard, selecting links to online help files or tutorials, selecting links to certain Wacom services.
- User troubleshooting actions such as restarting the driver or deleting the preferences file.
- Report about certain issues identified (e.g. results of Driver Check function).

- 3.3 For each aggregated Tablet Driver Data packet received we further collect the date and time of its arrival and its country of origin (“Country Data”) through the IP address. The Country Data is identified from the IP address immediately after receiving the data packet. The IP address is then immediately discarded and not stored or retained by us in any way. Thereafter we have no way to connect the Tablet Driver Data and Country Data to You as an identified or identifiable individual.
- 3.4 Processing of Tablet Driver Data is based on Wacom’s legitimate interest to better understand customer use cases with Wacom products, planning of product improvement, meeting our customers’ needs and focusing our development resources on products and features that are customer-oriented. We believe that Wacom Experience Program for Tablet Driver is also beneficial to customers as we expect to create more customer value by better meeting our customers’ needs and better focusing our development resources on products and features that are customer-oriented. We take into account Your interest in minimal Personal Data processing by aggregating Tablet Driver Data, ensuring that it is impossible to connect the final Tablet Driver Data package to an individual and by providing You with the option not to participate in the Wacom Experience Program for Tablet Driver by opting out as described in Section 4.
- 3.5 The Tablet Driver will only send Tablet Driver Data to Wacom while You participate in the Wacom Experience Program for Tablet Driver. You can choose to opt out of participating in the Wacom Experience Program for Tablet Driver at any time in the Wacom Center or Wacom Tablet Properties (please refer to Section 4 below for details).
- 3.6 Due to the global nature of the operation of the Wacom Group, Your Tablet Driver Data and the Country Data might be processed or stored outside of Your local jurisdiction. However, any transfer or storage of Your Tablet Driver Data and the Country Data to a location outside Your jurisdiction will continue to be in compliance with the applicable privacy laws and Wacom’s Privacy Policy. The Tablet Driver Data and Country Data are normally processed in the EU.
- 3.7 Even though we use a third party provider for the storage service, the entire process is under Wacom’s ownership and control.

4. OPT-OUT FROM WACOM EXPERIENCE PROGRAM

You can choose to opt out of participating in the Wacom Experience Program for Tablet Driver at any time, and in such event, the collecting of Tablet Driver Data and Country Data as described herein will cease.

If You would like not to participate in the Wacom Experience Program for Tablet Driver, please follow the instructions as set forth below:

On Windows 10 or later and macOS:

1. Launch Wacom Center
2. Click the gear icon () in the upper right corner of the window
3. In the section “Global Settings”, move the slider under the heading “Wacom Experience Program for Tablet Driver” to the “Off” position (left).

On Windows 7 or 8:

1. Launch Wacom Tablet Properties.
2. Click “About” in the lower left of the window.
3. Select “Wacom Experience Program...”
4. Uncheck the box in the “Wacom Experience Program” dialog and click “OK”.

If You need any further help or assistance, please contact us at: <https://www.wacom.com/support>

5. CONTACT INFORMATION

If You have any questions, requests or concerns about this Privacy Notice, please contact us at our email address privacy-eul@wacom.com.

6. CHANGES AND UPDATES TO THIS PRIVACY NOTICE

This Privacy Notice may be revised periodically. Revisions will be effective when posted by Wacom and made available through the Tablet Driver.

End.

LIMITED WARRANTY

(U.S.A. AND CANADA)

Valid for and only applies to products purchased and used inside the United States and its territories and in Canada.

WHO MAY USE THIS WARRANTY?

Wacom extends this limited warranty to the original consumer purchaser only. It does not extend to any subsequent owner or other transferee of the product.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of Wacom products, except for excluded products described below, for a period of two (2) years from the date of original retail purchase (the “Warranty Period”), as evidenced by a copy of the receipt and registration with Wacom within 30 days of purchase.

WHAT IS EXCLUDED FROM THIS WARRANTY?

Software and consumable items such as the battery, tablet surface sheet (if any), and nibs are excluded from this limited warranty. In addition, this limited warranty does not cover any damage due to: accident, abuse, misuse, negligence, or unauthorized modification or repair of the product, or if it has been handled or stored other than in accordance with Wacom’s storage instructions.

WHAT ARE THE REMEDIES UNDER THIS WARRANTY?

Wacom’s sole obligation and entire liability under this limited warranty shall be, at Wacom’s option, either the repair or replacement of the defective product or parts thereof of which Wacom is notified during the Warranty Period; provided, however, that you are responsible for (i) the cost of transportation of the product to the designated service location, and (ii) any loss or damage to the product resulting from such transportation. Wacom will pay for return shipping by United Parcel Service or by an equivalent service as chosen by Wacom.

HOW CAN YOU OBTAIN WARRANTY SERVICES?

Upon discovery of a defect in a covered product within the Warranty Period, you should contact Wacom Technical Support via telephone or email to obtain an RMA (Return Merchandise Authorization) number and instructions for shipping the product to a service location designated by Wacom.

To obtain warranty service within the U.S. or Canada contact: Wacom Customer Care Center

Phone: 1-855-699-2266

Visit: <http://support.wacom.com/>

You should send the product, shipping charges prepaid, to the designated service location, accompanied by the RMA, your name, address and telephone number, proof of purchase date, and a description of the defect.

The repair or replacement of the product may result in the loss of application or data. Whenever technically possible, you must take a copy of all application and data from the product before sending to Wacom.

DISCLAIMER; LIMITATION OF LIABILITY

Any descriptions, drawings, specifications, samples, models, bulletins, or similar material, used in connection with the sale of the product shall not be construed as an express warranty that the product will conform or comply with your requirements.

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES MADE BY WACOM ON ANY COVERED PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WACOM, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY. WACOM LIMITS THE DURATION OF ANY LEGALLY IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF WACOM’S EXPRESS WARRANTY. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NEITHER WACOM NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT, EVEN IF WACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

In the event that any of the above limitations are held unenforceable, Wacom’s liability for any damages to you or any party shall not exceed the purchase price you paid, regardless of the form of any claim. This limited warranty is governed by the laws of the United States of America and the State of Oregon. This limited warranty is valid for and only applies to products purchased and used inside the United States (and its territories or possessions) or Canada.

CONTACT US

Should you have any questions about this Limited Warranty, or if you desire to contact Wacom for any reason, please contact in writing:

Wacom Technology Corporation
1455 NW Irving Street Suite 800
Portland OR 97209
USA

LIMITED WARRANTY

(CENTRAL AMERICA, SOUTH AMERICA AND THE CARIBBEAN)

Valid for and only applies to products purchased and used inside Central America, South America and the Caribbean.

Wacom warrants the product, to the original consumer purchaser, except for the Software and consumable items such as the battery, table surface sheet (if any) and nibs, to be free from defects in materials and workmanship under normal use and service for a period of two (2) years, from the date of original retail purchase, as evidenced by a copy of the receipt and registration with Wacom within 30 days of purchase.

Upon discovery of a defect in the product, except in the Software and consumable items, within the Warranty Period, you should contact Wacom Technical Support via telephone, email, or fax to obtain an RMA (Return Merchandise Authorization) number and instructions for shipping the product to a service location designated by Wacom. You should send the product, shipping charges prepaid, to the designated service location, accompanied by the return authorization number, your name, address and telephone number, proof of purchase date, and a description of the defect. Wacom will pay for return shipping by United Parcel Service or by an equivalent service as chosen by Wacom.

The repair or replacement of the product may result in the loss of application or data. Whenever technically possible, you must take a copy of all application and data from the product before sending to Wacom.

Wacom's sole obligation and entire liability under this warranty shall be, at Wacom's option, either the repair or replacement of the defective product or parts thereof of which Wacom is notified during the Warranty Period; provided, however, that you are responsible for (i) the cost of transportation of the product to the designated service location and (ii) any loss or damage to the product resulting from such transportation.

Wacom shall have no responsibility to repair or replace the product if the failure of the product has resulted from accident, abuse, misuse, negligence, or unauthorized modification or repair, or if it has been handled or stored other than in accordance with Wacom's storage instructions.

Any descriptions, drawings, specifications, samples, models, bulletins, or similar material, used in connection with the sale of the product, shall not be construed as an express warranty that the product will conform or comply with your requirements.

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES MADE BY WACOM ON THIS PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WACOM, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.

WACOM LIMITS THE DURATION OF ANY LEGALLY IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF WACOM'S EXPRESS WARRANTY. SOME COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NEITHER WACOM NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT, EVEN IF WACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

In the event that any of the above limitations are held unenforceable, Wacom's liability for any damages to you or any party shall not exceed the purchase price you paid, regardless of the form of any claim.

This Limited Warranty is governed by the laws of the United States of America and the state of Oregon.

This Limited Warranty is valid for and only applies to products purchased and used inside Central America, South America or the Caribbean.

WARRANTY SERVICE

To obtain Warranty service within Central America, South America or the Caribbean contact your local dealer or distributor.

Wacom Customer Care Center

Spanish: <http://www.wacom.com/sp/productsupport/email.cfm> Portuguese:
<http://www.wacom.com/pr/productsupport/email.cfm>

Should you have any questions about this Agreement, or if you desire to contact Wacom for any reason, please contact in writing:

Wacom Technology Corporation
1455 NW Irving Street Suite 800
Portland OR 97209
USA

LIMITED WARRANTY

(EUROPE, AFRICA AND MIDDLE EAST)

Valid for and only applies to products purchased and used inside Europe, Africa and Middle East.

Wacom warrants to you, as the initial purchaser, (hereinafter referred to as "you" or "the customer") that the product hardware will remain free from defects in materials and workmanship under normal use and service for a warranty period of three (3) years, commencing from the purchase date and provided that the product was unused at the time of purchase. Defects in wear parts (e.g., battery, tablet surface sheet (if any) and pen nibs) resulting from normal wear and tear are exempt from the warranty. Furthermore, Wacom warrants that the data carriers delivered with the product are free from defects in materials and workmanship under normal use for a period of six (6) months from the date of purchase. If during the applicable warranty period the product, excluding any software, is discovered to be defective, it should be returned immediately to the place of purchase in its original packaging together with your name, address, and telephone number, a description of the problem, and a copy of the original receipt. The customer shall be liable for any possible damage or loss of the product during transit to the place of purchase for this purpose.

The repair or replacement of the product may result in the loss of application or data. Whenever technically possible, you must take a copy of all application and data from the product before sending to Wacom.

Wacom's sole obligation and entire liability under this warranty shall be, at Wacom's option, either the repair or the replacement of the product or parts thereof that prove defective and that were returned within the applicable warranty period. Wacom does not warrant to repair or replace the product if: (a) the damage to the product results from accident, misuse, improper use, negligence or unauthorized alteration or repair; (b) the product was not handled or stored according to the instructions provided by Wacom; (c) the damage resulted from normal wear and tear of product parts; or d) the serial number affixed by Wacom has been removed or rendered unintelligible. Any descriptions, drawings, specifications, samples, models, notifications or similar material provided in connection with the purchase of the product cannot be taken as an explicit guarantee that the product corresponds to or fulfills your requirements. The warranty guaranteed by law remains unaffected. You can claim defects of the product in accordance with the relevant legal provisions.

Wacom shall only be liable for itself and its vicarious agents if a material contractual obligation has been culpably breached in a manner jeopardizing the purpose of the contract or the damage is due to intentional acts or omissions or gross negligence. A material contractual obligation is an obligation which is essential to the proper performance of the contract on which the other party will typically rely. In case that the culpable infringement of such a material contractual obligation is not due to intention or gross negligence, the liability of a party shall be limited to such damages being typical for the contract and which were reasonably foreseeable at the time of the closure of the contract. Where these Terms and Conditions preclude or limit liability, this also applies to the personal liability of the executive officers of the party concerned, its employees, agents and subcontractors. The provisions of the product liability law (Produkthaftungsgesetz) remain unaffected. If, when a claim made under this warranty is checked, it emerges that it is outside the permitted time period or is not covered by the warranty or that the product is not defective, the customer will reimburse Wacom for associated costs. This limited warranty shall apply if the registered office of the vendor is situated in the EU or Iceland, Norway, Jersey, Switzerland, Russia, the Ukraine, Croatia, Serbia, Tunisia, Turkey, Syria, Lebanon, Jordan, Israel, Egypt, the United Arab Emirates, Iran or South Africa. This warranty is subject to German law. However, the applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. The city of Düsseldorf, Germany, is the sole place of jurisdiction for all claims arising from this contractual relationship and all disputes between the parties resulting from the formation,

handling or termination of the contractual relationship, provided that the customer is a trader, a legal entity or fund under public law. The jurisdiction agreement shall also apply for customers who do not have a general place of jurisdiction in Germany. The jurisdiction agreement shall not apply if, due to legal provisions, a different sole place of jurisdiction must be established for the case. Furthermore, Wacom is authorised to file a lawsuit against the headquarters of the customer.

Should one of the provisions of this limited warranty be or become void, the validity of the other provisions shall not be affected, in full or in part. Should a provision be invalid, the legally permissible regulation most closely resembling the invalid regulation shall apply in its place. If you have any questions about this agreement, or would like to contact Wacom for another reason, please write to us at this address:

Wacom Europe GmbH
Zollhof 11-15
40221 Düsseldorf
Germany

LIMITED WARRANTY

(ASIA PACIFIC REGION EXCLUDING JAPAN, CHINESE MAINLAND, AND AUSTRALIA)

Valid for and only applies to products purchased and used inside Asia Pacific Region excluding Japan, Chinese Mainland and Australia.

Wacom warrants to the original consumer purchaser, that the product hardware will remain free from defects in materials and workmanship under normal use and service for a period of one (1) year, from the date of original retail purchase, as evidenced by a copy of the receipt (proof of purchase). Wacom makes no warranty for consumable items such as battery, tablet surface sheet (if any), and nibs. Upon discovery of a defect in the product, except in the Software and the consumable items, within the Warranty Period, the warranty holder must contact the original place of purchase to obtain instructions for returning the product for repair or replacement. Wacom and its partners are not obligated to reimburse unauthorized prepaid shipment. The warranty holder is under no obligation to pay for shipment charges between the original place of purchase and the place of repair or replacement. The repair or replacement of the product may result in the loss of application or data. Whenever technically possible, you must take a copy of all application and data from the product before sending to Wacom.

Wacom's sole obligation and entire liability under this warranty shall be, at Wacom's option, either the repair or replacement of the defective product or parts thereof of which Wacom is notified during the Warranty Period. Wacom shall have no responsibility to repair or replace the product if the failure of the product has resulted from (i) force majeure including but not limited to fire, natural disasters, accident, and act of god; or (ii) intentional or accidental abuse, misuse, negligence, unauthorized modification or repair, or (iii) usage of this product in a manner other than as set out in the user's guide, or (iv) if the product has been handled or stored other than in accordance with Wacom's storage instructions. Any descriptions, drawings, specifications, samples, models, bulletins, or similar material, used in connection with the sale of the product, shall not be construed as an express warranty that the product will conform or comply with your requirements.

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES MADE BY WACOM ON THIS PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WACOM, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY. SOME COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NEITHER WACOM NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT, EVEN IF WACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE

LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. In the event that any of the above limitations are held unenforceable, Wacom's liability for any damages to you or any party shall not exceed the purchase price you paid, regardless of the form of any claim. This Limited Warranty is valid for and only applies to products purchased and used inside the countries and territories of Asia Pacific Regions excluding Japan, Chinese Mainland and Australia. This Limited Warranty is a statement of the current warranty policy of the Asia Pacific Division of Wacom excluding Japan, Chinese Mainland and Australia and takes precedent over all other warranty statements contained in packaging, brochures, manuals, etc. This Limited Warranty is governed by the laws of Japan and is subject to change without prior notice.

Warranty Service / Wacom Technical Support in Asia Pacific (except Japan, Chinese Mainland and Australia).

Detailed Asia Pacific Limited Warranty policy and product registration may be found online at <https://support.wacom.com/>

To obtain technical support or Warranty service within Southeast and South Asia, Oceania and Taiwan, please contact the Wacom Customer Support Service.

Phone numbers can be found here: <https://support.wacom.com/>

Should you have any questions about this Agreement, or if you desire to contact Wacom for any reason, please contact from the site below

<https://support.wacom.com/>

LIMITED WARRANTY (AUSTRALIA)

This warranty is provided by Wacom Co., Ltd., 2-510-1 Toyonodai, Kazo-shi, Saitama 349-1148, Japan 0480-78-1211 ("Wacom", "we", "us" or "our"), but Wacom uses its Australian group company (Wacom Australia) to provide this warranty service on behalf of Wacom. Wacom Australia's contact details are Wacom Australia Pty Ltd, ABN 55 113 989 389, address: Ground Floor, 3 Richardson Place, NORTH RYDE, NSW 2113, Australia telephone number: (1300 292 266), inquiry form: <https://support.wacom.com/hc/en-us/requests/new> and support portal <https://support.wacom.com/hc/en-us#product-support>.

Where You purchase the hardware or software from us, Wacom Australia or an authorized distributor of Wacom branded products, and they are supplied to You in Australia, Wacom will provide You with the benefits of this warranty.

"Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

The benefits that Wacom provides under this warranty are in addition to any other rights or remedies that a consumer may have in respect of these goods or services under the Australian Consumer Law. Note: under the Australian Consumer Law, software is defined to be a 'good'.

If You believe there is a defect in any good provided by us, then You should follow the relevant procedure for the type of good that we supplied to You. You must also provide us with any help that we may reasonably request to help us remedy any defect or provide any replacement, at no cost to us. Please be aware that there are certain characteristics of the hardware and software (especially relating to displays) that may appear to be 'defects' but are in fact inherent features of the hardware or software. Many of these are set out in the product information documentation.

In all cases You must be able to demonstrate that the goods were supplied to You by us, Wacom Australia or an authorised distributor of Wacom branded products and that they are supplied to You in Australia. You must also provide us with Your proof of purchase.

Where Your claim is in relation to the Hardware

You must give us written notice to the address above, or log the issue in our support portal <https://support.wacom.com/hc/en-us#product-support>, within 24 months of the date of purchase of the hardware and software setting out details of the issue, and at our request:

- You must, at Your cost, provide us with remote access to the hardware in order for us to diagnose and remedy the defective hardware; and/or
- if it is possible to repair defective hardware with user installable parts, we will send You the user installable parts and You must install them in accordance with our instructions; and/or
- You must follow any instructions we provide relating to our "returns" process, and promptly package and send the defective hardware to us in packaging provided and paid for by us, using a courier nominated and paid for by us.

Wherever technically possible, You must take a copy of, and then remove, all software and data from the hardware prior to de-installing any user installable parts on which the data is stored or from the hardware or software that You are sending to us.

User Generated Data Notice

In accordance with Regulation 91 of the Australian Consumer Law, we give you notice that if we repair goods that are capable of retaining user-generated data, (e.g. computer hard drives, mobile phones, portable media players, games consoles, USB memory sticks), then we provide notice that the repair of the goods may result in the loss of the data.

If we request that You send the hardware to us, we will use our best efforts to diagnose the issue, and if the issue is found to be defect in the hardware, we will, at our option and cost, remedy the defect, repair the hardware or provide a replacement (which may be a different model with substantially similar or better features), and return the repaired/replaced item to You at our cost, within 10 business days.

If You are entitled to the benefit of this warranty but the issue with the hardware is one of the exclusions to the warranty or is otherwise out of scope of this warranty, then we will diagnose the issue at our cost, and if we are able to provide a repair or a replacement, we will provide You with an estimate for the repair or replacement (and any shipment, insurance and delivery costs). If You agree to the estimate we will provide the repair or replacement and ship the repaired/replacement item to You, within 10 business days of the date You approved us to undertake the repair/replacement. If You do not agree to the estimate then You must either authorise us to keep and/or destroy the hardware, or return it to You at Your cost (and pay us the cost of returning the hardware to You prior to us returning it to You).

If we are unable to repair or replace the defective hardware, we will provide a refund of the price paid for the hardware, and to keep and/or destroy the original defective hardware, as we see fit.

We may use a refurbished part for any replacement part.

Where Your claim is in relation to the Software

You must give us written notice to the address above, or log the issue in our support portal <https://support.wacom.com/hc/en-us#product-support>, within 24 months of the date of purchase of the hardware and software, setting out the details of the issue including, wherever possible, a screen shot of the issue or any error message, together with details of the hardware in which it is operating (including operating system type and number, and the version of the software that is installed) and at our request:

- You must, at Your cost, provide us with remote access to the hardware on which the software is located in order for us to diagnose and remedy (including by installing any patch remotely) the software; and/or
- You must, at Your cost, send us a copy of the software with the defect, following any instructions we provide in relation to "returns".

We will then use our best efforts to diagnose the issue, and if the issue is found to be defect in the software we will use our best efforts to remedy the defect, or replace the software with the latest version of the software (with substantially similar or better features), and (if applicable) supply You with new media with the remedied/new version of the software on it, in a timely manner and at our cost. You must install the remedy or new version on Your hardware at Your cost.

If we are unable to remedy the defect or provide a new version of the software, we will provide a refund of the fees paid for the license for the software, and You must either delete the software from Your hardware or, if applicable, we will keep and/or destroy any software that You sent to us. If the defective software that we are unable to remedy or repair is the hardware operating system, firmware or other software without which the hardware will not operate, then we may, at our option and cost, provide a replacement item of hardware and software with the same or substantially similar hardware and software (which may be a different item of hardware or software with substantially similar or better features), or provide You with a refund of the price You paid for the hardware and software, within 10 business days of You returning the hardware and defective software to us using our process for "returns".

Exclusions

This warranty does not cover any defects that are caused by any of the following (whether it is for hardware or software):

- fair wear and tear;
- use contrary to any written documentation provided by us, Wacom Australia or an authorised distributor of Wacom branded products including any agreements, specifications, product information, conditions, warning notices or environmental ranges that are provided in connection with the hardware or software;
- damage to the hardware or software from any cause other than any act or omission by us, Wacom Australia or an authorised distributor of Wacom branded products;
- any failure of any technology that is connected to, or used in conjunction with, any of the hardware or software that is not provided by a Wacom group company (including without limitation, non-Wacom branded power packs, pens or pen nibs);

Important Product Information

Version 1.0 H312022

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