Machine Safety Design Hub Terms of Service

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OMRON Corporation and its subsidiaries (collectively, the “Company”) have established these Terms of Service (“these Terms”) governing the use of the “Machine Safety Design Hub Service” (the “Service”) provided by the Company. The provision of the Service is subject to compliance with these Terms by the user(s) of the Service (the “User”). By using the Service, the User shall be deemed to have fully understood and agreed to these Terms and the Service Description for the Machine Safety Design Hub prepared by the Company (the “Service Description”).

Article 1 (Application of Terms of Service)

1. These Terms shall apply to all aspects of the User's use of the Service.

2. All rules and regulations, including the Service Description, that the Company may provide to the User from time to time shall constitute an integral part of these Terms, regardless of their title, and the User agrees to be bound by them.

3. In the event of any conflict between these Terms and the provisions of an individual User Agreement (as defined in Article 2) between the Company and the User, the individual User Agreement shall prevail.

Article 2 (Definitions)

1. In these Terms, the following terms shall have the respective meanings set forth below.

(1) “Service” The service provided by the Company to the User as the “Machine Safety Design Hub Service,” consisting of the basic operations and functions, implementation and operational support, and other optional features specified in these Terms and the Service Description.

(2) “User Manual” The manuals provided by the Company to the User regarding the Service, including procedure manuals, operation manuals, overview documents, and other materials for using the Service.

(3) “User Agreement” An individual contract entered into between the Company and the User regarding the provision and use of the Service.

(4) “User Agreement, etc.” The collective term for these Terms and the User Agreement.

(5) “Service Equipment” Computers, servers, telecommunications equipment, and other devices and software installed or managed by the Company for providing the Service.

(6) “User Equipment” Computers, servers, telecommunications equipment, filming/recording devices, and other devices and software installed or managed by the User for using the Service.

(7) “User Data” All data, text, images, videos, audio, programs, graphics, design drawings, blueprints, specifications, Service access logs, Service operation logs, search information, IP addresses, dates, referring/exit pages, information regarding the User’s use of the Service and communications, and all other information provided by the User to the Company via upload through the User Equipment or other methods for the purpose of using the Service or in connection with the use of the Service.

(8) “User ID” A code used to identify the User from other persons.

(9) “Password” A code used in combination with the User ID to identify the User from other persons.

(10) “Applicable Privacy Laws” All applicable laws and regulations relating to the collection, use, disclosure, processing, protection, storage, or transfer of personal information or personal data, including, as applicable, U.S. federal and state privacy laws, applicable Canadian federal and provincial privacy laws, applicable Mexican data protection and privacy laws (including the Federal Law on Protection of Personal Data Held by Private Parties (Ley Federal de Protección de Datos Personales en Posesión de Particulares), and applicable Brazilian data protection and privacy laws (including Brazilian Federal Law No. 13,709/2018 (Lei Geral de Proteção de Dados Pessoais - LGPD)).

Article 3 (Formation of Usage Agreement)

1. A User Agreement for the Service shall be formed when the User applies for use of the Service in accordance with the application procedures prescribed by the Company, and the Company sends notice of acceptance by the method prescribed by the Company.

2. In addition to the preceding paragraph, the User may apply for use of the Service through a sales agent or control equipment distributor designated by the Company (the “Authorized Agent”). In such case as well, the User Agreement shall be formed between the User and the Company.

3. The User shall apply for use of the Service pursuant to the preceding two paragraphs after agreeing to these Terms. When the User submits such application, the Company shall deem that the User has agreed to these Terms.

4. Any amendment to a User Agreement (including additions or deletions of licenses) shall be formed when the User applies for such amendment in accordance with the amendment application procedures prescribed by the Company, and the Company sends notice of acceptance by the method prescribed by the Company.

5. Notwithstanding the provisions of the preceding paragraphs and other provisions of these Terms, the Company may refuse to accept an application for use of the Service or any amendment to a User Agreement if the User falls under any of the following:

(1) The User Agreement has been previously terminated due to the User's default of monetary obligations or other breach of the User Agreement, etc.;

(2) The application for use of the Service or any amendment to a User Agreement contains false statements, errors, or omissions;

(3) The User has failed, or is likely to fail, to perform its monetary obligations to the Company or other obligations under the User Agreement, etc.; or

(4) The Company otherwise deems it inappropriate to accept the application.

Article 4 (Amendment of Terms of Service)

1. The Company may amend these Terms or the Service Description at any time it deems necessary due to the enactment, amendment or abolition of laws and regulations, changes in the content or conditions of the provision of the Service, or other reasons. In such case, the conditions for use of the Service and other contents of the User Agreement applied to the User shall be governed by the amended Terms or Service Description.

2. In the case of the preceding paragraph, the Company shall notify the User of the amended Terms or Service Description by any of the following methods:

(1) By email to the email address registered by the User. In this case, notification shall be deemed to have been made when the email sent by the Company is recorded on the email server of the email address registered by the User (regardless of whether the User actually views said email).

(2) By posting on the Company's designated website for the Service. In this case, notification shall be deemed to have been made when these Terms or the Service Description posted on the website become available for viewing by the User (regardless of whether the User actually views the website).

(3) By posting on the Service portal site. In this case, notification shall be deemed to have been made when these Terms or the Service Description posted on the portal site become available for viewing by the User (regardless of whether the User actually views the portal site).

(4) By any other method deemed appropriate by the Company.

Article 5 (Notification of Changes)

1. The User shall promptly notify the Company of any changes to the information provided in the application for use of the Service.

2. The Company shall not be liable for any disadvantage including loss and damage incurred by the User due to the User's failure to provide the notification required under the preceding paragraph.

Article 6 (Use of the Service)

1. After the User Agreement is formed, the Company shall send the license number and other information necessary for activation of the Service to the User's registered address or email address. Subsequently, when the User activates the Service, the Company shall send instructions for use of the Service, including the User ID, Password, and the URL of the Service website.

2. The User may use the Service in accordance with the methods prescribed by the Company, within the scope of the purpose of the User Agreement, etc. and without violating any terms thereof.

3. The User may use the Service solely for the purpose of conducting its internal business operations (including, but not limited to, the design and development of products designed and manufactured by the User). However, if the User needs to permit a third-party contractor to use the Service in the course of conducting the User's own internal business operations, the User may allow such third party to use the Service, provided that such third party complies with the User Agreement, etc., and that the User assumes full responsibility for any breach of the obligations under the User Agreement, etc. by such third party.

4. The User shall use the Service at its own risk and shall assume full responsibility for the User's actions taken through use of the Service (including actions by the User, its officers and employees, and its subcontractors and agents) and the consequences thereof, and shall not cause any disadvantage, burden, or damage to the Company. For the avoidance of doubt, the User assumes all responsibility for the accuracy, reliability, completeness, usefulness, safety, appropriateness, legality,

and certainty of any deliverables, outputs, creations, or other results obtained through use of the Service (collectively, the "Deliverables"), and the Company provides no warranties whatsoever in respect thereof.

Article 7 (User IDs, etc.)

1. For the User's use of the Service, the Company shall issue a necessary number of User IDs and Passwords based on the number of licenses purchased by the User.

2. The User may distribute the User IDs assigned to it, based on the number of licenses purchased, to its officers and employees. The User's officers and employees who receive a User ID shall log in to the Service using the User ID and Password and use the Service.

3. Except as otherwise specified by the Company, the User shall not permit any third party to use its User IDs and Passwords, nor shall it sell, transfer, lend or otherwise dispose of them.

4. The User shall be responsible for the use and management of User IDs and Passwords, and the Company shall not be liable for any errors in use or unauthorized use by third parties. If a User ID and Password are issued via a license card (paper medium) designated by the Company and the User loses, damages, or destroys such license card, the Company will not issue an identical license card. In such event, the Company will invalidate the User ID and Password issued via the lost license card and issue a new license card containing a new User ID and Password. The Company may charge the User for the costs associated with such license card reissuance.

Article 8 (Management of Personal Information, etc.)

1. Except as stipulated in the Service Description, the Company shall not use personal information obtained from the User in providing the Service or personal information contained in the User Data for any purpose other than providing the Service. The Company shall handle such information in accordance with its applicable Privacy Policy and Applicable Privacy Laws.

2. If the User Data includes personal information or personal data, the User represents and warrants that the following are accurate and true.

(1) The User complies with Applicable Privacy Laws and has the lawful authority to collect and provide such personal information or personal data to the Company. (For clarity, the User shall be solely responsible for providing any required notices and obtaining any required consents or authorizations from its employees or other data subject when providing videos, still images, audio, or other personal information or personal data to the Company in connection with the Service.)

(2) The User complies with all applicable restrictions on the disclosure or transfer of personal information or personal data to the Company or any third party under Applicable Privacy Laws.

(3) The User Data does not contain Social Security Numbers, social insurance numbers, or any other government-issued identification number protected under Applicable Privacy Laws, unless expressly permitted by the Company in writing.

3 The User shall notify the Company in advance if the User Data contains sensitive personal information or other categories of personal information or personal data subject to heightened protection under Applicable Privacy Laws.

4. If a dispute arises with any third party, including the data subject (individual) of such personal data or sensitive personal information, due to the User's breach of either of the preceding two paragraphs, the User shall resolve such dispute at its own responsibility and expense, and the Company shall bear no responsibility whatsoever.

5. The Company may collect personal information or User Data using cookies (Note 1), referrer information (Note 2), etc., and use such information in association with information about the User (including information about the User's representatives). If the User disables cookies, etc. in its browser, use of the Service may be restricted. Communication charges will apply for transmission of usage history information.

(Note 1) Identification information sent from a web server when a browser accesses a website and subsequently transmitted from the browser to the server on future access.

(Note 2) Information transmitted by a browser regarding the URL of the site that the User was viewing immediately prior.

Article 9 (Service Territory)

The Service shall be provided only within the United States of America, Canada, the United Mexican States (Mexico), and Brazil, unless otherwise expressly authorized in writing by the Company.

Article 10 (Loan of Materials)

1. If the Company deems it necessary for providing the Service, the Company may request the User to loan the materials, etc. owned by the User regarding its management, business, or technology (the "Materials") to the Company, and the User shall not refuse such request without reasonable grounds.

2. The Company shall use the Materials with the duty of care of a prudent manager and within the scope of operating the Service.

3. Upon termination of the Service or upon the User's request, the Company shall promptly return the Materials to the User.

Article 11 (Operation Support)

1. During the User's use of the Service, the Company may, when it deems necessary, provide technical support to facilitate the User's smooth use of the Service (the "Operation Support").

2. The Company may request the User to cooperate with various investigations necessary for the Company to provide the Operation Support, such as assessing network conditions, error message status, and configuration settings. In such case, the User shall cooperate with such request to the extent possible.

3. If the Company's designated operation support personnel (the "Support Personnel") deems it necessary for the Company to provide the Operation Support, the User shall permit the Support Personnel to enter the User's place of business. In such case, the User shall permit the Support Personnel to use the User Equipment free of charge.

Article 12 (Scope of Operation Support)

1. The Operation Support does not include responses to faults or other troubles arising in connection with the provision of the Service, except for those caused by the Service Equipment.

2. If it becomes necessary to determine whether a fault or other trouble arising in connection with the provision of the Service is caused by the Service Equipment or by other factors, the User shall, at its own responsibility and expense, perform such fault isolation, including inquiries to the manufacturer of the User Equipment or other relevant parties.

3. The provision of the Operation Support does not guarantee that all issues with the Service will be resolved, that the Service will operate properly in the User's environment, or that lost User Data will be recovered. The User shall, at its own responsibility and expense, take preventive measures to avoid loss of User Data, such as creating backups.

4. The following faults shall be excluded from the scope of the Operation Support:

(1) Faults that cannot be determined to be caused by the Service Equipment;

(2) Faults caused by force majeure events such as cyberattacks, fire, power outages, natural disasters, or similar events;

(3) Faults caused by the User's use of the Service in breach of the User Agreement, etc.;

(4) Faults caused by external services linked to the Company, such as cloud servers; or

(5) Faults caused by other circumstances that would not occur under normal use conditions.

Article 13 (Outsource of the Service, etc.)

The Company may outsource to the third parties all or part of the operations necessary for providing the User with the Service. In such case, the Company shall impose on such subcontractors obligations equivalent to those set forth in the User Agreement, etc. with respect to the performance of the subcontracted operations.

Article 14 (Access to and Use of Data)

1. Except as provided in this Article, the Company shall not access, view, use, or disclose or provide to third parties the User Data or data generated by the Service without the User's prior written consent (including consent in electronic form).

2. Notwithstanding the preceding paragraph, on the proviso that the User Data and data generated by the Service are processed and aggregated into statistical or technical data that cannot directly identify the User or its users, the Company may use such data free of charge to the extent necessary to achieve the following purposes, and may provide such data to third parties as necessary:

(1) To provide, operate, and manage the Service;

(2) To enhance the quality, functionality, and convenience through improvement of the Service;

(3) To investigate and analyze usage status of the Service (including the number of monthly active users, usage rates of each function in the Service, and error log analysis);

(4) To appropriately respond to inquiries from the Users of the Service or the users authorized by the User;

(5) To provide such data to the Company's group companies or subcontractors to the extent necessary for providing the Service and conducting related operations;

(6) To develop and provide new services;

(7) To maintain and operate the Service;

(8) To address malfunctions, errors, or other troubles with the Service;

(9) For other purposes similar to or closely related to the foregoing purposes.

3. Except in connection with providing the Service, the Company shall have no obligation to provide the User with all or any part of the User Data or data generated by the Service.

Article 15 (Service Interruption or Suspension)

1. The Company may interrupt or suspend all or part of the Service without prior notice to or consent of the User under any of the following circumstances:

(1) Urgent maintenance work is required due to malfunction of the Service Equipment;

(2) The system for providing the Service experiences concentrated load;

(3) It becomes necessary to ensure the User's security;

(4) Computers, communication lines, or other equipment stop due to an accident;

(5) Operation of the Service becomes impossible due to force majeure events such as cyberattacks, fire, power outages, natural disasters, or similar events;

(6) The Company's external services, such as cloud servers, experience troubles, service interruption or suspension, suspension of integration with the Service, specification changes, or other issues; or

(7) The User falls under any of the circumstances set forth in Paragraph 1 of Article 21 (Termination of User Agreement by the Company).

2. The Company may temporarily interrupt or suspend provision of the Service upon prior notice to the User for the purpose of conducting periodic inspection or applying patches to the Service Equipment.

3. The Company shall not be liable for any loss or damage incurred by the User, its officers and employees, or its subcontractors or agents, or other representatives due to the Company's inability to provide the Service for any of the reasons set forth in the preceding paragraphs.

Article 16 (User's Responsibilities)

1. The User shall use the Service at its own responsibility and expense after confirming in advance that the content of the Service is suitable for the User's specific purposes.

2. The User shall, at its own responsibility and expense, install or manage the User Equipment necessary for using the Service and prepare the Internet connection environment and the User Equipment. If the Company conditions the provision of the Service on the installation of equipment with certain performance and capabilities, and the User terminates, discontinues, or cancels use of the Service after the installation thereof accordingly, the Company shall not be obliged to return such designated equipment purchased by the User or refund the purchase price thereof.

3. The Company shall not be liable for any loss or damage incurred by the User or any third party in connection with or arising from the use of the Service or the Deliverables.

4. The Service shall be provided as available at the time. The Company makes no warranty whatsoever regarding the Service, including but not limited to its completeness, accuracy, applicability, usefulness, availability, safety, reliability, legality, or certainty. The Company further make no warranty that the Service will be suitable for the User's specific purposes. Accordingly, the User must confirm at its own responsibility that the Deliverables obtained through use of the Service comply with all safety criteria, safety standards, product standards, environmental standards, and other applicable laws and regulations that the User is required to comply with, and the Company shall bear no responsibility whatsoever in this regard.

5. If the User causes damage to any third party due to reasons attributable to the User or receives a claim or other demand from any third party in connection with the User's use of the Service, the User shall handle and resolve such matter at its own responsibility and expense. The same shall apply if the User suffers damage from any third party or makes a claim against any third party in connection with the User's use of the Service.

6. The User shall implement security measures at its own responsibility and expense, such as preventing computer virus infection, unauthorized access, and information leakage, according to the User's environment for using the Service. Except in cases of the Company's willful misconduct or negligence, the Company shall not be liable for any loss or damage incurred by the User due to computer virus infection, unauthorized access, or information leakage.

7. The User shall back up and store the identical copies of the User Data at its own responsibility and expense, and the Company shall bear no responsibility for the storage, preservation, or backup of such data.

8. If the User causes damage to the Company in connection with the User's use of the Service, the User shall compensate the Company for such damage.

9. If a dispute arises in which the Company receives a claim, objection, demand for damage compensation, or any other demand from any third party due to the User's use of the Service or the content of data, the User shall resolve such dispute at its own responsibility and expense, and the Company shall bear no liability with respect to such dispute. If the Company suffers loss or damage as a result of such dispute, the User shall compensate the Company therefor.

Article 17 (Prohibited Acts)

1. The User shall not engage in any of the following acts in using the Service:

(1) Any act that infringes or is likely to infringe intellectual property rights, including patent rights, copyrights, and trademark rights, or other rights of the Company or any third party;

(2) Any act that unlawfully alters or deletes information stored in the Service Equipment, or falsifies information available for use in connection with the Service;

(3) Any act that interferes with the Company's operation of the Service;

(4) Any act of using, or permitting any third party to use, the Service for purposes other than conducting the User's internal business operations;

(5) Any act of providing the Service to any third party in performance of work entrusted to the User by such third party;

(6) Any act that violates applicable laws and regulations or public order and morals;

(7) Any act that discriminates against or defames the Company or any third party, or damages their honor or credibility; (8) Any act infringing upon the privacy of a third party;

(9) Criminal acts, acts related to criminal activity, or acts that incite or solicit participation in criminal acts;

(10) Any act of sending unsolicited advertising, promotional, or solicitation emails to any third party, or sending emails that cause or are likely to cause offense to any third party (harassing emails);

(11) Any act that may be detrimental to others, the Company's business, or the Company's reputation, including promoting or disseminating harmful or fraudulent conduct, fraudulent products, services, schemes, or promotions (such as get-rich-quick schemes, pyramid schemes, multi-level marketing, phishing or pharming.), or engaging in other fraudulent conduct;

(12) Any act of using the Service by impersonating any third party;

(13) Any act of unauthorized use of User IDs;

(14) Any act of uploading harmful computer programs such as computer viruses;

(15) Any act that interferes, or is likely to interfere, with the use or operation of any third party's equipment or the Service Equipment:

(16) Any act of using the Service in a manner that compromises the security of networks, computers, communication systems, etc., such as through unauthorized access or interception;

(17) Any act of using networks in an unauthorized manner, such as by circumventing system restrictions;

(18) Any act of using the Service in connection with equipment or devices involving human life, such as medical devices, nuclear facilities or equipment, aerospace equipment, transportation facilities or equipment, weapon systems, or other equipment or devices requiring high reliability, such as submarine repeaters or space satellites;

(19) Any act of uploading information containing specific personal information to the Service, or uploading sensitive personal information to the Service without prior notice to the Company; or

(20) Any other act that the Company deems inappropriate.

2. If the User becomes aware of any act falling under any of the items in the preceding paragraph, or believes that such act may occur, the User shall immediately notify the Company. The Company shall not be liable for any loss or damage incurred by the User as a result of the User's engagement in any act falling under any of the items in the preceding paragraph. If the Company incurs any loss or damage as a result of the User's engagement in any act falling under any of the items in the preceding paragraph, the User shall be obligated to compensate the Company for such loss or damage.

Article 18 (Term of Use)

1. The term of use of the Service shall be one (1) year from the commencement date specified in the User Agreement.

2. At least thirty (30) days prior to the expiration of the term of use specified in the preceding paragraph, the Company shall send written or email notice to the User, and the User shall notify the Company within the specified period whether or not to renew the User Agreement.

3. The Company may change the type, content, service fees, and other terms of the User Agreement upon renewal of the Service by providing notice of such changes to the User at least thirty (30) days prior to the expiration of the term of use.

4. If no application for the next term is confirmed by the expiration date of the current term of use, use of the Service shall be temporarily suspended (password locked) for up to one (1) month from the first day of the following month until an application for the Service is confirmed. If no application for the Service is confirmed by the end of the month following the expiration month, the User Agreement shall be terminated, and the User's account shall be deleted.

Article 19 (Service Fees and Payment Methods)

1. The service fees for the Service shall be as set forth in the User Agreement. The User shall bear the applicable taxes on the service fees and any bank transfer fees or other expenses necessary for the payment thereof.

2. The User shall pay the service fees specified in the preceding paragraph in the manner and by the date designated by the Company, in accordance with the invoice issued by the Company, the Authorized Agent, or any other subcontractor of the Company.

3. Even if the User is unable to use the Service due to interruption or suspension of the Service as provided in Article 15 (Service Interruption or Suspension) during the term of use, the User shall not be exempted from payment of the service fees and other expenses for the term of use, and the service fees and other expenses already paid shall not be refunded, except in the cases where the User is unable to use all the functions of the Service for consecutive one

(1) month or more due to reasons attributable to the Company. The amount of the refund of the service fees shall be calculated on a monthly basis for the intended term of use of the Service (the period subject to refund shall be rounded down to the nearest month for the purpose of such calculation).

4. In the event of a change in applicable taxes during the term of use, the User shall settle the monthly prorated amounts of the service fees (for the period from the month in which the tax rate change is applied to the month in which the term of use expires) paid in accordance with the provisions of this Article in the manner prescribed by the Company.

Article 20 (Late Payment Interest)

1. In the event where the User delays payment of the service fees and other expenses set forth in the preceding Article (Service Fees and Payment Method) beyond the due date, the User shall pay a late fee calculated at the lesser of (i) 1.5% per month (18% per annum) or (ii) the maximum rate permitted under applicable law, in addition to the amount due.

2. The User shall bear bank transfer fees and other expenses necessary for the payment set forth in the preceding paragraph.

Article 21 (Termination of User Agreement by the Company)

1. If the Company determines that the User falls under any of the following items, the Company may terminate all or part of the User Agreement without any notice to the User, and in such case, the Company shall not be liable for any damage incurred by the User:

(1) The User is in material default or breach of any provision of the User Agreement, etc., and despite being notified to remedy such material default or breach by the Company, fails to do so within thirty (30) days of said notice;

(2) The User is subject to compulsory execution, a temporary restraining order for execution, or a petition for an auction;

(3) A petition is filed by or against the User for the institution of proceedings for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation, or other similar proceedings, or the User goes into liquidation;

(4) The User fails to pay taxes and dues, and thus receives a demand for payment or is subject to a temporary restraining order;

(5) The User has admitted to its creditors its inability to pay its debts as such debts become due, or any of the promissory notes or checks drawn or endorsed by the User has been dishonored;

(6) There are reasonable grounds to believe that the User's financial condition has deteriorated or is likely to deteriorate;

(7) If the User violates Article 17 (Prohibited Acts);

(8) It is considered that the provision of the Service will cause a significant economic or technical burden or a significant security risk to either party;

(9) It becomes necessary to terminate the User Agreement in compliance with the law or a request from a government agency;

(10) The Company deems the provision of the Service by the Company to be illegal; or

(11) The Company otherwise reasonably determines that it is necessary to terminate the User Agreement.

2. The User shall immediately pay any unpaid service or other fees or liquidated damages for late payment, if any, upon termination of the User Agreement under the preceding paragraph.

Article 22 (Discontinuation of the Service)

1. The Company may discontinue all or part of the Service and terminate all or part of the User Agreement on the date of discontinuation of the Service under either of the following circumstances:

(1) When the Company has notified the User of the discontinuation of the Service at least thirty (30) days prior to the date of discontinuation; or

(2) When the provision of the Service becomes impossible due to force majeure events such as cyberattacks, fire, power outages, natural disasters, or discontinuation or specification changes, etc. of external services linked to the Company such as cloud servers.

2. Even if the Company discontinues all or part of the Service under the preceding paragraph, the Company shall not return the service or other fees that have been already paid.

Article 23 (Effect of Termination)

1. Upon termination of the User Agreement, the User shall lose the access rights to the User Data (including all or any part of the reproductions thereof; the same shall apply hereinafter) and data generated by the Service. In this case, the Company may delete the User Data and data generated by the Service without prior notice and shall have no obligation to authorize the User to use such data.

2. Even after the termination of the User Agreement, the provisions set forth in Article 14 (Access to and Use of Data), Article 16 (User's Responsibilities), Article 24 (Ownership of Rights), Article 25 (Limitation of Liability for Damages), Article 26 (Disclaimer), Article 28 (Confidentiality), and Article 31 (Jurisdiction) shall remain in effect.

Article 24 (Ownership of Rights)

1. Any intellectual property rights, including copyrights, in and to the software, text, images, programs, graphics, and other data that constitute the Service, as well as all other rights therein, belong to the Company or its licensors. The provision of the Service under the User Agreement does not grant the User any license to use the intellectual property rights of the Company or its licensors related to the Service, except as expressly set forth in these Terms. The User, except for the purpose of using the Service, shall not, without the Company's prior consent, reproduce, copy, republish, transmit, store, sell, publish, or otherwise use such materials in any manner or form.

2. In using the Service, the User represents and warrants to the Company the matters set forth in the following items:

(1) The User owns all intellectual property rights and all other rights in the User Data, or has obtained licenses from the rights holder to use such User Data;

(2) The User Data does not promote or facilitate illegal activities;

(3) The User Data is not detrimental to others, the Company's business, or the Company's reputation, including promoting or disseminating fraudulent products, services, schemes, or promotions (such as get-rich-quick schemes, pyramid schemes, multi-level marketing, phishing or pharming, etc.), or engaging in other fraudulent conduct;

(4) The User Data does not infringe upon any rights of any third party;

(5) The User Data does not infringe upon the privacy of any third party;

(6) The User Data does not contain computer viruses or other harmful content;

(7) The User Data does not incite or solicit any criminal acts, acts related to criminal activity, or participation in criminal acts; or

(8) The User Data does not relate to military information.

3. Any problem arising from the User's violation of the preceding paragraph shall be resolved by the User at its own responsibility and expense, and the Company shall not be liable therefor.

Article 25 (Limitation of Liability for Damages)

Regardless of liability for non-conformity, tort, or any other legal cause of action, the scope of liability of the Company to the User for damages in connection with the Service or the User Agreement, etc. shall be limited to ordinary damage actually incurred by the User due to reasons attributable to the Company or as a direct result of the Company's breach of the User

Agreement, etc., and the amount of compensation for damages shall not exceed the total consideration for the Service for the twelve (12) months immediately preceding the breach. In no event shall the Company be liable for any damage arising from reasons not attributable to the Company and any indirect, special, incidental, consequential damages and lost profits (including lost business profits, damages due to business interruption, and loss of business information), regardless of whether or not the Company has foreseen such damages or has notified of the possibility of their occurrence.

Article 26 (Disclaimer)

1. The Company makes no warranties, whether express or implied, of non-infringement of any right of a third party, fitness for particular purpose and merchantability including legal liability for non-conformity, regarding the content and the provision of the Service.

2. The Company makes no warranties to the User of safety, comprehensiveness, reliability, usefulness, completeness, accuracy, applicability, availability, legality, certainty, and suitability for particular purpose or any other performance of the information, etc. provided through the Service (including but not limited to the Deliverables), except otherwise provided in these Terms.

3. The User shall prepare the User Equipment, etc. necessary for the use of the Service, except otherwise provided in these Terms, and the User shall comply with the contract, etc. concerning the use of the User Equipment, etc. Furthermore, the Company shall not be liable for any damage incurred by the User arising from the User Equipment, etc.

4. The Company makes no warranties regarding availability, reliability and safety of the Service even in an environment satisfying the operation guarantee for the Service and shall not be liable for any damage incurred by the User arising from defects, failures or other issues affected by equipment used for the Service, its OS, or other installed software, etc. or malfunctions of equipment used for the Service.

5. The Company shall not be liable to the User for data transmission delay, data extraction failures, data upload failures, data download failures, data transmission failures, or data deletion failures, or other failures caused by (i) network delay due to service disruption or network congestion of a telephone company, an internet service provider, or a cloud service provider, (ii) defects in the Service Equipment, etc. or the User Equipment, etc., or (iii) force majeure events such as cyberattacks, fire, power outages, natural disasters, or similar events.

6. The Company shall not be liable for any damage incurred by the User or any third party, such as leakage or loss of data in connection with the provision, delay, change, interruption, suspension, discontinuation or other troubles of the Service due to the events stipulated in the preceding paragraph.

7. The User acknowledges and agrees in advance that the Service shall be used by the User jointly with other users, that the User shall retain and manage the data registered and stored by the User at its discretion and responsibility, and that the Company makes no warranty with respect thereto, including without limitation any warranty regarding any damage to, loss of, or leakage of such data, nor is the Company liable for them.

Article 27 (Exclusion of Anti-Social Forces)

1. The User represents and warrants the following items;

(1) That neither the User, nor its employees, its officers, or its shareholders, etc., who substantially own or control the User (the "User and its affiliates") is or during the term of use of the Service shall be (i) listed on any U.S. sanction lists administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including the Specially Designated Nationals and Blocked Persons List ("SDN List"); (ii) located, organized, or resident in any country or territory subject to comprehensive U.S. sanctions; or (iii) otherwise prohibited from engaging in transactions with U.S. persons under applicable U.S. export control, sanctions or anti-terrorism laws and, where applicable, Canadian, Mexican, or Brazilian economic sanctions and trade-control laws.

(2) The User further represents and warrants that neither the User nor its affiliates engage in, or will engage in, any illegal, fraudulent, coercive, threatening, or violent conduct, or any other conduct intended to obstruct business operations or harm the Company's reputation.

2 The User represents and warrants that the User and its affiliates;

(1) are not controlled by, and do not act on behalf of, any sanctioned individuals, entities, or governments;

(2) are not involved in, and will not be involved in, bribery, corruption, money laundering, or financing of terrorism;

(3) will not use the Service for any unlawful purpose or for the benefit of any sanctioned or prohibited party;

(4) will not provide funds, support, or other benefits to any sanctioned or illegal organizations or individuals;

(5) do not maintain any relationship (financial, operations, or otherwise) that would constitute a violation of applicable sanctions, anti-corruption laws, or anti-money-laundering laws; and

(6) Have no other relationship similar to any of the foregoing that would reasonably be considered unlawful or improper under applicable law.

Article 28 (Confidentiality)

1. Except as otherwise set forth in these Terms and the Service Description, either the Company or the User shall maintain in confidence all technical, business and operation information disclosed by the other party (the "disclosing party") for the purpose of performing the Service that has been in advance expressly specified as confidential by the disclosing party (collectively, the "Confidential Information"), and shall not divulge such Confidential Information to any third party (excluding the Company's subcontractors and affiliated companies within the Company's group) without the disclosing party's prior written consent. Notwithstanding the foregoing, any information that falls under any of the following items shall not be included in the Confidential Information:

(1) Any information that has been possessed by the recipient of the information (the "receiving party") prior to the receipt of the information by the receiving party;

(2) Any information that has been already in the public domain or publicly available at the time of receipt of the information by the receiving party;

(3) Any information that has become in the public domain or publicly available after receipt of the information by the receiving party due to reasons not attributable to the receiving party;

(4) Any information that the receiving party has lawfully obtained from the duly authorized third party after the receipt of the information without any confidentiality obligations; or

(5) Any information that has been independently developed by the receiving party without use of the Confidential Information.

2. Notwithstanding the preceding paragraph, either the Company or the User may disclose Confidential Information without the other party's prior written consent in any of the following cases:

(1) Disclosure in accordance with applicable laws and regulations;

(2) Disclosure is required by an order of any court or other administrative authority;

(3) Disclosure in the course of litigation, arbitration, or other legal proceedings to pursue rights under the User Agreement; or

(4) Disclosure to a third party is reasonably required in similar case to the preceding item.

Article 29 (Non-Waiver)

Even if the Company does not exercise any rights set forth in the User Agreement, etc., it shall not be deemed to have waived such rights.

Article 30 (Prohibition of Assignment)

The User shall not assign, transfer, pledge or otherwise dispose of its status, rights or obligations under the User Agreement, etc., in whole or in part, to any third party, without prior written consent of the Company.

Article 31 (Jurisdiction)

Any dispute between the User and the Company arising out of or in connection with the Service or any other matters stipulated in the User Agreement, etc. shall be subject to the exclusive jurisdiction of the state courts located in Cook County, Illinois, or the federal courts of the Northern District of Illinois (if the user is located in the United States or Canada), the competent courts located in Mexico City, Mexico (if the user is located in Mexico), the courts located in São Paulo, Brazil (if the user is located in Brazil), and the parties hereby consent to the exclusive jurisdiction of such courts.

Article 32 (Governing Law)

The formation, validity, performance, and interpretation of the User Agreement, etc. shall be governed by the laws of the State of Illinois (if the user is located in the United States or Canada), the laws of Mexico (if the user is located in Mexico), the laws of Brazil (if the user is located in Brazil), without regard to its conflict-of-laws principles.

Article 33 (Consultation, etc.)

Any questions concerning matters stipulated in the User Agreement, etc. and any matters not stipulated therein shall be resolved through good-faith mutual consultation. Furthermore, if any portion of the User Agreement, etc. is deemed invalid, the validity of the remaining portion thereof shall not be affected, and the invalid portion shall be replaced by a valid provision that is closest to the intent of such invalid portion.

End of Document

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