

# **SATO ONLINE SERVICES TERMS AND CONDITIONS**

## **Chapter 1. General Provisions**

### **Article 1. Application of Terms and Conditions**

1. SATO CORPORATION (hereinafter "the Company") shall establish and provide these Terms and Conditions in regard to SATO Online Services (hereinafter "SOS"), a new global cloud-based service using M2M/IoT technology to ensure the stable operation of printers (hereinafter "Terms and Conditions").
2. The Terms and Conditions stipulate the rights and obligations of users with respect to the use of any service available in the SOS (hereinafter "the Service"). The Company will, as a user of the Services, only allow a corporate entity or a person who uses the Service only for his/her own business (hereinafter "Corporate Customer").
3. The Corporate Customer which desires to use the Service shall specify a person who apply for the Service (hereinafter "Applicant") on behalf of the Corporate Customer and application for the Services shall be made by such specified Applicant.
4. The Corporate Client and the Applicant are deemed to have agreed to the Terms and Conditions, and the Corporate Client is deemed as a user of the Services ("user"), if and when the Applicant specified pursuant to the preceding paragraph, clicked an approval bottom of the Services.
5. The Company may, from time to time, set forth special terms that apply in addition to the Terms and Conditions. In such cases, users shall abide by said additional terms together with the Terms and Conditions.

### **Article 2. Changes to the Terms and Conditions**

1. The Company may change the Terms and Conditions at any time. In such cases, users shall be bound by said changes.
2. Unless otherwise stipulated hereunder, if and when the Company intends to change any provision of the Terms and Conditions, the Company shall inform or notify the affected users of the changes by means of email, writing, publication on the Company's home page or any other means that the Company deems appropriate. However, regardless of whether or not the information or notice is received by the users, the revised Terms and Conditions shall apply to use of the Service.

## **Chapter 2. The Service**

### **Article 3. Area in which the Service is Provided**

The Service shall be provided in Japan and other countries as notified by the Company in a manner deemed appropriate by the Company.

### **Article 4. Period of Service Provision**

The period of Service provision will be determined separately according to the content of the Service.

### **Article 5. Terms of Service Provision**

1. The Company shall accept only one email address and password per user, and the content of the Services shall be specified by the Company.
2. The Company may, at its own discretion, change the service or technical requirements of the Service without prior notice. The Company shall assume no liability for any loss or damage suffered by the user arising from such changes.
3. The support provided by the Company under the Service is on a best-effort basis. The Company makes no guarantee or warranty with respect to response time or answers made by the Company

### **Article 6. Suspension of the Service**

As far as the Company notify users of changes by posting them on the Company's site or sending users an email using the email address provided to the Company, the Company may suspend the Service, in whole or in part, or may take whatever action it deems necessary to enforce such suspension. The Company shall assume no liability for any loss or damage that user may incur as a result of the suspension.

### **Article 7. Discontinuation of the Service**

1. As far as the Company notify users of changes by posting them on the Company's site or sending users an email using the email address provided to the Company, the Company may decide to discontinue the Service, in whole or in part, at its own discretion.
2. The Company shall assume no liability for any loss or damage suffered by the user due to the discontinuation of the Service in whole or in part.

### **Article 8. Disclaimer**

The Company shall not be liable to users or any other persons for any defect or failure of a facility at which the Service is provided, that may occur as a result of the use of the Service or the

consequence of such use, or any loss or damage that may arise directly or indirectly from other cause(s), whether express, implied, statutory, or otherwise. In addition, the Company shall assume no liability for any consequence of any action taken by it hereunder, whatever the cause. However, this Article shall not apply to liability arising out of willful misconduct or gross negligence of the Company.

### **Chapter 3. Application**

#### **Article 9. Application**

1. When applying, Applicants may be required to submit the identity verification documents separately specified by the Company.
2. Users shall agree, in advance, that the Company may provide users' information to subcontractors (including affiliates etc., hereinafter "subcontractors") and subcontractors may provide user's information to the Company to the extent necessary to provide the Service.
3. If the application is approved by the Company, the Company shall send a notice to the Applicant's registered email address informing completion of pre-registration. The Service becomes available when the Applicant completes the official registration in accordance with the instructions described in the pre-registration notice.

#### **Article 10. Rejection of Registration**

If the application falls into any of the followings, such application will be rejected. In the event that the Company rejects the application, it will notify the Applicant of its decision within five (5) business days after receipt of the application.

- (1) The Applicant is a former user whose account has been terminated or cancelled due to his/her past violation of the terms of service.
- (2) Any false statement, error, or omission is found in the registration Application.

#### **Article 11. Email Address and Password**

1. The user shall be solely responsible for using and managing his/her own email address and password registered at the time of application for the Service, and shall not share them with any third party, or lend or transfer them to any third party.
2. The user shall be solely responsible for any loss or damage that may result from poor management, accident, or unauthorized use by a third party of his/her email address and password, and the Company shall assume no liability for any compensation for such loss or damage.

3. In the event that the email address or password is found to be stolen or used by a third party, the user shall immediately notify the Company to that effect and follow the instructions provided by the Company, if any.

4. The Company shall assume no liability for any loss or damage suffered or incurred by a user resulting from the unauthorized use of his/her email address or associated password by a third party, and any activities conducted using such email address or associated password shall be deemed to have been conducted by the user.

#### **Article 12. Prohibitions**

When using the Service, users are prohibited from engaging in any of the following acts.

- (1) Acts to use the email address or password fraudulently
- (2) Acts to use or provide malicious software, such as viruses, through or in association with the Service
- (3) Acts to violate the Terms and Conditions or any other related terms
- (4) Acts to infringe or be likely to infringe on intellectual property rights, such as copyrights or trademarks, or any other rights of the Company or a third party
- (5) Acts to falsify or delete the contents of the Service, or information which can be used by the Service
- (6) Acts to allow a third party to use the Service in a manner contrary to the Terms and Conditions
- (7) Acts which are detrimental to the Company or a third party, in violation of legal regulations or in a manner contrary to public order and morals
- (8) Acts to discriminate against, insult, or defame others, or damage their credibility
- (9) Acts that constitute, or may constitute, criminal offenses, including fraud
- (10) Transmitting or displaying images or documents deemed to depict obscenity, child pornography, or child abuse
- (11) Promoting or soliciting for multi-level marketing
- (12) Using a false identity on the Service
- (13) Transmitting or displaying harmful computer programs such as viruses
- (14) Sending advertising, promotional material, or email solicitations to others without permission, or sending email (unwanted email) which is or is likely to be offensive to others
- (15) Acts to interfere, or is likely to interfere, with the use or operation of facilities of a third party or the Service
- (16) Providing links to third party websites in a manner or purpose to further any act of the above indicated.

#### **Article 13. Suspension/Cancellation/Termination of User Rights**

1. In the event that a user wishes to cease using the Service, such user shall cancel his/her membership on his/her own in accordance with the procedure prescribed by the Company. The user shall lose his/her rights to use the Service by an email or other notification of termination given by the Company. However, the Terms and Conditions shall apply to his/her use of the Service made until the termination comes into effect.

2. The Company may immediately suspend or prospectively terminate user rights without prior notice, in any of the following cases.

(1) Any false information is found on the Application.

(2) Any of the items in Article 10 apply to the user.

(3) The user commits any of the prohibited acts described in Article 12.

(4) The Company is unable to contact the user more than 3 months due to a change of physical address or email address.

(5) The Company determines that the person is not an appropriate user of the Service, such as cases in which the user is a member of any criminal associations, or have any connection with crimes or criminal association.

3. The Company shall assume no liability for any loss or damage incurred by the user arising out of the suspension or termination of the Service due to its action indicated in Article 13.2 above.

## **Chapter 4. General Provisions**

### **Article 14. Confidentiality**

1. The Company and user shall not disclose or divulge any technical or commercial information, or any other business information (including information received via subcontractors, hereinafter "Confidential Information") of the other party that they could know through the operation of the Service to any third party, without prior written consent from the other party, and except in the following circumstances.

(1) Any information that has already possessed without any obligation of confidentiality

(2) Any information that is lawfully received from a third party without any obligation of confidentiality

(3) Any information that has been independently developed by either party without reference to any of the other party's Confidential Information

(4) Any information that is or becomes part of public knowledge or the public domain

2. Notwithstanding the preceding Item, the Company and user may disclose any Confidential Information in accordance with law or as required by an authorized governmental entity, to the recipient of the information under the law, or to the governmental entity. In such cases, the Company or the user shall notify the other party to that effect prior to the disclosure. If such notice cannot be

given before the disclosure is made, the other party shall be promptly notified thereafter.

3. The party receiving Confidential Information shall take all actions necessary to manage such Confidential Information.

4. The receiving party may use the other party's Confidential Information only within the scope required for the purpose of providing the Service, and may copy or change (hereinafter collectively referred to as "Copy" in this Article) materials that embody the Confidential Information (hereinafter referred to as "Materials" in this Section) to the extent necessary to provide the Service. In such cases, the Company and user shall treat a Copy of the Confidential Information as Confidential Information set forth in this Article. In addition, when a Copy is needed beyond the extent necessary to perform the Service, the receiving party shall obtain prior written approval from the other party.

5. Upon request of the other party, the receiving party shall return Materials (including the Confidential Information copied or changed with the written consent of the other party, pursuant to the Section 4 of this Article) to the other party, and any and all Confidential Information stored in the facilities of the user or the Service shall be removed.

6. The provisions of this Article shall survive for a period of two (2) years from the date of discontinuation of the Service.

#### **Article 15. Personal Information**

The Company shall use and manage the users' personal information (hereinafter "Personal Information," as defined in the Act on the Protection of Personal Information) according to the company' Privacy Policy (details of the Policy can be confirmed on the company' home page <http://www.satoworldwide.com/privacy-policy.aspx>)

#### **Article 16. Ownership of Rights**

The rights to all programs, software, services, procedures, trademarks, and trade names constituting the Service, the rights to the services provided by the Service, and the rights to all technology associated with the Service shall belong to the Company or its partner companies, and users shall not infringe upon any and all of these rights.

#### **Article 17. Disclaimer regarding the Service**

1. The Company shall assume no liability for any of the following events:

(1) the information sent by a user failed to reach the Company's computer system, or (2) the information having reached the Company's computer system is different from the information sent by a user.

2. Unless otherwise specified, the Company shall assume no liability for any loss or damage caused to the user or third parties due to any delay, change, interruption, cancelation, discontinuation, access restrictions, or abolition of, or in connection with, the Service.

**Article 18. Governing Law and Jurisdiction**

1. The validity, performance, and interpretation of the Terms and Conditions shall be governed by the laws of Japan.

2. All legal disputes arising in relation to the Terms and Conditions shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

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