

Terms of Use

Article 1. General:

1.1. The purpose of these Terms of Use (hereinafter referred to as "Terms") is to stipulate terms and conditions for all the use of "THK OnlineServices", it will include the changed service if the names of the service is changed for any reason, (hereinafter referred to as "Service") provided by THK CO., LTD. (hereinafter referred to as "THK") and stipulate the rights and obligations between THK and User (as defined in Article 2.1). SERVICE IS MADE AVAILABLE AND PROVIDED FOR YOU CONDITIONED ON YOUR ACCEPTANCE, WITHOUT MODIFICATION, OF TERMS. IF YOU DO NOT AGREE TO TERMS, PLEASE DO NOT SUBMIT THE REGISTRATION FOR SERVICE AND DO NOT USE SERVICE.

Article 2. User Registration:

- 2.1. A person who intends to become a user of Service (hereinafter referred to as "Applicant") shall submit the registration for Service via the method designated by THK.
- 2.2. THK may register Applicant as the user of Service (hereinafter referred to as "User") without delay after the submission stipulated foregoing clause; provided, however, that THK reserves the right to refuse, at its sole discretion, the registration if THK determines that any of the following applies or is likely to apply to Applicant (including the corporation to which Applicant belongs and hereinafter the same shall apply in this clause), and THK shall have no obligation to disclose the reason of such refusal:
- (1) Applicant is already registered as User;
 - (2) the information provided by Applicant as the registration for Service (hereinafter referred to as "User Information") contains anything is fraudulent, false, incomplete or misleading;
 - (3) Applicant does not exist;
 - (4) Applicant cannot be contacted;
 - (5) Applicant has breached Terms in the past;
 - (6) Applicant has been refused the registration in the past;
 - (7) Applicant has been terminated its User Account according to Article 10 in the past;
 - (8) any disputes have been pending between Applicant and THK;
 - (9) Applicant is a competitor of THK; and

(10) THK otherwise believes it would be inappropriate to allow Applicant to be registered as User.

Article 3. Passwords:

- 3.1. User shall strictly manage its passwords of Service (hereinafter referred to as "Passwords") at its own responsibility and expense to avoid loss, unauthorized use or divulgation thereof. Further, User may not under any circumstances disclose, transfer or lend Passwords to any third party or share the same with any third party. Any conduct performed in Service by using User's Passwords shall be deemed to be those of User.
- 3.2. THK will not be responsible for any damage arising from lost, unauthorized use or divulgation of User's Passwords unless it is caused by THK's willful misconduct or gross negligence.
- 3.3. User shall immediately notify THK if User is aware of any lost, unauthorized use or divulgation of its Passwords and shall take necessary measures according to instructions of THK.

Article 4. Use of Service:

- 4.1. Service is free of charge; provided, however, that User shall prepare and maintain all the equipment and software, including communications equipment necessary for using Service at its own responsibility and expense.
- 4.2. User is responsible for the accuracy and completeness of its User Information. If there is any change in User Information, User shall immediately update thereof via the method designated by THK.
- 4.3. If any dispute arises regarding the User's use of Service, between User and any third party or between THK and any third party, User, except in the case where the dispute is attributable to THK, shall:
 - (1) resolve the dispute at its own responsibility and expense and shall not cause any difficulties to THK regarding the dispute; and
 - (2) compensate THK for any damage arising from the dispute.
- 4.4. If User causes any damage to THK due to its Use of Service or User's breach hereof, User shall compensate THK for such damage.

Article 5. DISCLAIMER:

5.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) USER ACKNOWLEDGES THAT THE USE OF SERVICE (INCLUDING ANY CONTENT, MATERIALS, INFORMATION AND FUNCTIONALITY THEREIN AND HEREINAFTER THE SAME SHALL APPLY IN THIS ARTICLE) ARE AT USER'S SOLE RISK; (ii) SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND (iii) THK (INCLUDING THK'S AFFILIATES, THK'S OR THEIR LICENSORS, SERVICE PROVIDERS, SUBCONTRACTORS OR AGENTS, OR ANY OTHER PERSON AND HEREINAFTER THE SAME SHALL APPLY IN THIS ARTICLE) PROVIDES NO WARRANTY, ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO PROVISION OF SERVICE, THAT THERE ARE NO ACTUAL OR LEGAL DEFECTS (INCLUDING, BUT NOT LIMITED TO, DEFECTS IN SECURITY, ERRORS, BUGS, AND INFRINGEMENT OF RIGHTS), AND AS TO SAFETY, RELIABILITY, ACCURACY, COMPLETENESS, QUALITY, AVAILABILITY OF SERVICE, TIMELINESS, EFFECTIVENESS, USEFULNESS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF SERVICE AND ANY OTHER WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN NO EVENT THK SHALL BE RESPONSIBLE FOR HAVING TO PROVIDE USER WITH SERVICE AFTER DELETING SUCH DEFECTS. FURTHER, THK MAKES NO WARRANTIES INCLUDING WARRANTIES REGARDING THE STATUS OF PROVISION OF SERVICE, ACCESSIBILITY, OR STATUS OF USE.

Article 6. Attribution of Rights:

6.1. All Intellectual Property Rights in connection with Service are attributed to THK or any third party who has authorized THK to use them. Unless otherwise stipulated herein, User does not acquire or possess any Intellectual Property Rights or any other rights of either THK or any third party who has authorized THK to use them in relation to Service.

Article 7. Contents:

7.1. User shall not use, reproduce, publicly transmit, or adapt or modify any information or contents provided and available in Service, including, but not limited to, Manuals, specifications, catalogs, standards and other documents, diagrams, images, illustrations, videos, drawings, CAD data, 3D models, source code, software or computer programs

(hereinafter collectively referred to as "Contents") beyond the scope of the use of Service and the consideration of transactions between User and THK.

Article 8. Suspension, Change and Availability of Service:

- 8.1. THK may change, due to technical or operational reasons or other reasons THK reasonably considers necessary, Service in whole or in part at any time.
- 8.2. THK may temporarily suspend the provision of Service in whole or in part in the event of any of the following items being applicable at any time:
 - (1) if THK conducts maintenance, inspection, renewal, improvement and updates of Service or on the facilities or equipment used to provide Service regularly or in the case of an emergency;
 - (2) if a failure, breakdown or the like occurs to the facilities or equipment used to provide Service;
 - (3) if the use of telecommunications services becoming impossible due to services provided by telecommunications carriers;
 - (4) if THK is unable to provide Service due to force majeure event (including, but not limited to, fire, explosion, lightning strike, power outages, earthquakes, landslides, tsunamis, floods, typhoons, hurricanes, cyclones, tornado, storms, blizzards, action of the elements, acts of God, epidemics, plagues, blockades, acts or regulation or decree of any government (de facto or de jure), amendments to laws, regulations and orders, strikes, lockouts, insurrections, riots, rebellions, revolutions or other civil commotions, wars (whether declared or undeclared), warlike conditions, invasions, enemy actions or acts of terrorists) or any other cause that is beyond the reasonable control of THK or;
 - (5) if there are other reasonable technical or operational reasons with respect to Service.
- 8.3. Even if THK has changed Service in whole or in part or temporarily suspended the provision thereof, according to the foregoing two clauses, THK shall not assume any responsibility to User or any third party therefor.
- 8.4. Service may not be available in some countries and may be provided only in selected languages. Further, THK may restrict User's access to all or a part of Service.

Article 9. Prohibited Matter:

- 9.1. User must not engage in any of the following acts or any acts that are likely to constitute any of the following:

- (1) acts that breach Terms;
- (2) acts that disclose, transfer or lend Passwords to any third party or sharing the same with any third party;
- (3) acts that provide THK or any third party with false information;
- (4) acts that violate laws, regulations, municipal ordinances, court judgments, decisions, orders or other legally binding measures;
- (5) acts that violate any public policy, relate to criminal acts or impede the maintenance of peace and security or any other acts that disturb others;
- (6) acts that develop related services or derived services by using (including diverting, reproducing, transmitting, translating, adapting or modifying) Service or any parts thereof or provide any third party with the same;
- (7) acts that violate any proprietary and personal rights (including, but not limited to, patent rights, utility model rights, design rights, trademark rights, copyright rights or other intellectual property rights, portrait rights, privacy rights, or other statutory or contractual rights) of THK or any third party;
- (8) acts that improperly collect, disclose or provide User Information, Passwords, personal information or use history information of the other Users or any third party;
- (9) acts that cause any damage or disadvantage to THK or any third party or harm the honor or reputation of the same;
- (10) acts that pretend to be THK or any third party and use Service;
- (11) acts that access the Service' networks or servers without authorization, falsify program codes thereof, put an unreasonable or excessive burden thereon, or any other acts that hinder provision of Service;
- (12) acts that transmit, install or execute viruses, malwares or other harmful computer programs, files or commands that prevent authorized access to Service, allow unauthorized access thereto, interfere the proper provision thereof or the proper operation of the Service' computer systems, networks or servers, or read, retrieve, erase, corrupt or damage data therein;
- (13) acts that improperly rewrite or delete any Contents or any materials, information or data that are provided and available therein;
- (14) acts that deliberately use a defect in Service or otherwise use the Service improperly;
- (15) acts that disturb the provision of Service by THK or the use of Service by the other Users; or
- (16) any other acts related to any of the foregoing items and THK considers inappropriate.

Article 10. Restriction on use of Service and Suspend and Termination of User Registration:

- 10.1. If THK has judged that any of the following items is or is likely to be applicable to User (including the corporation to which User belongs and hereinafter the same shall apply in this clause), THK reserves the right to immediately restrict the User's use of Service, suspend or terminate the User's User registration or other necessary measures reasonably determined by THK without the need for any notification:
- (1) if User falls under any items stipulated in Article 2.2.;
 - (2) if User breaches any provision hereof and fails to remedy such breach within a reasonable period after a written notice is given requesting to remedy the breach;
 - (3) if User is subject to a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or any other similar proceeding or User declares the same;
 - (4) if User adopts a resolution for dissolution, merger, company split, share exchange, capital decrease, assignment of all or material part of its business, or the like;
 - (5) if User suspend payment or any bills or checks drawn, accepted, or endorsed by User is dishonored;
 - (6) if User receive a business suspension or revocation of business license or business registration from a regulatory authority or if User's business license or business registration expired;
 - (7) if User has been subjected to a seizure, provisional seizure, disposition, provisional disposition, compulsory execution, auction, petition for delinquent payment disposition, or other disposition by public authority
 - (8) if User cannot be contacted;
 - (9) if User has not accessed Service for five (5) years or more; or
 - (10) if User performs acts related to any of the foregoing items and THK considers inappropriate or if any event related to any of the foregoing items and THK considers difficult to continue the provision Service happened to User.
- 10.2. Even if some damage has been caused to User arising from the restriction, termination or other measures stipulated in the foregoing clause, THK shall not assume any responsibility therefor to User.

Article 11. Termination of Service:

- 11.1. THK may terminate provision, in whole or in part, of Service by notifying User thereof, in principle, at least one (1) month in advance.
- 11.2. Even if some damage has been caused to User arising from the termination of providing Service, THK shall not assume any responsibility therefor to User.

Article 12. Deletion of User Registration:

12.1. User may delete its own User registration and terminate the use of Service at any time via the method designated by THK.

Article 13. Measures at Termination:

13.1. In case that THK terminates the User's User registration or provision Service or User deletes its own User registration according to the foregoing three articles, User shall immediately destroy or delete Contents (including its copies or reproductions) and shall not use Service and Contents thereafter.

Article 14. Personal Information:

14.1. THK will handle personal information in connection with Service, pursuant to Privacy Policy stipulated by THK.

Article 15. Modification of Terms:

15.1. THK reserves the right to modify Terms as deemed necessary. In such case THK will provide User with notice of such modification by posting the modified Terms on Service or by other reasonable means selected by THK. The modified Terms shall be effective as of the effective date stipulated therein. In the event that User has used Service after the said effective date, User shall be considered to have fully understood and have accepted all the terms and conditions and other content of the modified Terms at the point in time of said use. If User does not accept the modified Terms, User shall not use Service thereafter.

Article 16. Governing Law and Jurisdiction:

- 16.1. Terms shall be governed by and construed in accordance with the laws of Japan.
- 16.2. Any and all disputes arising out of or in relation to Terms shall be submitted to the exclusive and agreed jurisdiction of the Tokyo District Court in the first instance.

Established on October 23, 2023