

## Terms of Service for the Online Service for JUKI Industrial Sewing Machine

### Article 1 (Application of the Terms of Service)

1. The “Terms of Service for the Online Service for JUKI Industrial Sewing Machine” (“the Terms of Service”) shall apply to the contractual relationship between JUKI and legal entity/organizations equivalent thereto or individuals (“Members”) who use the “Service” (defined in Article 2) provided on the website (simply “Website”) operated by JUKI CORPORATION (“JUKI”). The Members shall agree to comply with the Terms of Service.
2. If Members are legal entity/organizations equivalent thereto and Members make their employees use Service, Members shall make such employees understand, accept and comply with this Terms of Service at its sole responsibility.

### Article 2 (Purpose and scope of the Service)

The “Service” means the “Online Service for JUKI Industrial Sewing Machine” which JUKI offers to the registered Members for the purpose of improving the customer service. Specifically, it shall consist of the following online services.

- (1) A service to offer reference data relating to industrial sewing machines sold by JUKI (Data means parts lists, instruction manuals, and information (including video contents) uploaded to the Website by JUKI at its own discretion and hereafter referred to as “Reference Data”.)
- (2) A service to relay a request for a quote of a certain spare part, etc. based on Reference Data to certain specific dealers (“Quote Relay Service”).

### Article 3 (Membership registration)

1. The Members shall, when agreeing to the Terms of Service, enter the necessary items in the membership registration columns to register them as a member, and acquire a password necessary to use the Service.
2. The information to be registered by the Members (“registered information”) includes their ID (e-mail address), name, sex, type of business, company name, address, and telephone number. The e-mail address that the each Member can register as their ID is limited to that of the personal computer managed by said Member and is only accessible to said Member.
3. In the event that the Service is not available to its Members for a certain period of time for maintenance of the Service or protection of personal information, JUKI may delete the membership registration (including the registered information) at its own

discretion. In this case, however, the Members can acquire a new password by registering their information again.

4. The Members may delete their membership registration at any time by filing an application with JUKI via the PARTS Website. In the event that any act of a Member is deemed to violate the Terms of Service, JUKI may delete the membership registration without prior notice or presentation of reasons to the Member at its own discretion. In the event that a Member whose membership registration was deleted applies for membership registration again, JUKI may refuse said application at its own discretion without any responsibility.

#### Article 4 (Responsibilities of Members)

1. Members shall use the Service on their own responsibility.
2. Members shall, in case of any changes in the registered information such as their ID (e-mail address), immediately follow the necessary procedures for the changes via the Website.
3. The ID and the password of each Member shall be managed by said Member on his/her own responsibility. Any act using his/her ID or password, inadvertently or intentionally, shall be deemed to be the act of said Member. Information transmission by JUKI to registered IDs (e-mail addresses) shall be discharged as a lawful act.
4. The IDs and the passwords shall only be accessible to each registered member on one terminal, and shall not be lent or transferred to any third party.
5. In the event that Members have lost or forgotten their password, they shall immediately receive a new password issued via the Website using the registered ID (e-mail address).
6. If the Member is a company, such Member shall properly manage the IDs and access rights of his employees to the Website, make the subject employees comply with the Terms of Service, and assume all responsibility under the Terms of Service regarding the subject employees' actions or omissions, including if any subject employee terminates his or her employment relationship with the Member.
7. When using the Service, Members shall observe all applicable laws (including intellectual property related laws under Japanese law, personal information protection law, and other similar privacy and cyber security related laws both domestically and internationally).

#### Article 5 (Paid Contents)

1. JUKI shall be able to set a price for browsing "Materials, etc.", and only Members who have agreed to pay the fee separately set on the Website shall be able to browse and view the paid "Materials, etc." ("Paid Contents").
2. Members shall pay JUKI a usage fee separately specified on the Website when browsing and viewing "Paid Contents". The amount of money and payment method shall be separately specified on the Website. JUKI shall be able to change the amount of money at its own discretion by giving prior notice on the Website.
3. The usage fee for "Paid Contents" shall be a fixed monthly fee as a general rule, and no payment shall be made based on the number of days of use, regardless of the date of start and end of use, withdrawal, or any other reason.

#### Article 6 (Prohibitions)

1. Members shall be prohibited from committing the following acts except when prior consent or authorization in writing has been obtained from JUKI:
  - (1) Register false membership information (including fictitious or any third party's information).
  - (2) Disclose, leak, transfer, lend, or offer for use their ID and password to a third party.
  - (3) Make the Data accessible to third parties by uploading the Data to the Internet or via other methods
  - (4) Copy (including electronically copy, the same shall apply hereinafter), modify, or translate the Data. However, Members who have appropriately downloaded the Data are allowed to make the required number of copies of the Data and use them only for their own use.
  - (5) Download or use the Data for an unauthorized or illegal purpose.
  - (6) Provide, leak, distribute, transfer or lend the Data (including the copy mentioned in the proviso of Item (4) above) to a third party, either with or without consideration.
  - (7) Violate laws or regulations, such as the copyright law, or the Terms of Service.
2. In the event that a Member breaches the Terms of Service and causes damage to JUKI or any third party, said Member shall compensate for the damage.

#### Article 7 (No communication, Change, interruption, or suspension of the Service)

1. It is expressly acknowledged and agreed by Members that:
  - (1) If JUKI can not have communicated with Members at ID (e-mail address), JUKI may restrict Members from accessing Website. If possible for JUKI,

JUKI will ask Members whether Members desires that JUKI will continue to render Services, and if Members so desire, JUKI will request Members to give JUKI Members' desire for Reregistration (hereinafter defined) and JUKI will judge whether JUKI will continue to render Services. The term "Reregistration" will mean the following procedures to be taken:

- (a) Members will input new e-mail address at the time of log-in,
  - (b) JUKI will send Members (at the new e-mail address) URL for filing an application for registration, and
  - (c) Members will click the said URL.
- (2) If there are no records showing that Members have accessed and logged in Website for the last one (1) year, JUKI may deem that Members have lost the qualification as Members provided that JUKI notifies Members thereof in advance.
2. If there is any of the following reasons, JUKI may change the contents of the Service or interrupt or suspend (as well as terminate) the provision of the Service without prior notice to or consent from Members and without bearing responsibility for the Members.
- (1) When the Service is updated automatically each time for a specific purpose
  - (2) When performing maintenance, inspection or updating of the computer system that provides the Service
  - (3) When it becomes difficult to provide the Service due to force majeure such as earthquake, lightning strike, fire, power outage or any other natural disaster
  - (4) When the infrastructure such as a computer or communication line is stopped due to an accident
  - (5) In addition to the above reasons, if JUKI determines that it is difficult to provide the Service
3. JUKI shall be able to change the contents of the Service and/or the Terms of Service, or terminate the Service without prior notice to or consent of the Members (hereinafter, such changes are referred to as "such Changes, etc."). In such cases, JUKI shall publish such Changes, etc. on JUKI's website without delay. If any Member does not agree to such Changes, etc., he/she shall withdraw from the Service and the changed Terms of Service will naturally be provided to such Member until the withdrawal procedure is completed. In addition, JUKI shall not be liable for any disadvantage or damage caused to Members due to such Changes, etc.
4. Members shall agree that JUKI is exempt from the possession, use, and transfer of the Service information by Members, including compliance with applicable laws and

regulations (including various standards) in specific countries, and is not liable for any guarantee or compensation.

#### Article 8 (Attribution of rights)

1. JUKI shall retain all intellectual property rights such as copyrights related to materials disclosed to Members in the Service, and Members are not permitted to transfer, assign or use the rights for any reason, except for limited use to the extent that they properly use the Service in accordance with the Terms of Service. The same shall apply to all other rights related to images, videos, designs, layouts, indexes, links, etc. on the Website.
2. Members must not reprint, copy, publicly transmit, translate, adapt, or create secondary information (database, etc.).

#### Article 9 (Handling of membership information, etc.)

1. The registered information and the Member information that JUKI has obtained in the course of the use of the Service by the Members (including information such as access logs and cookies; hereinafter referred to as “membership information”) shall be managed properly in accordance with the “personal information protection policy” disclosed by JUKI on its website, as well as laws and regulations and the guidelines set by the government and municipal offices.
2. JUKI may use the personal information included in the membership information for improvement of the Service or marketing (including the announcement of update information in the Service, other business operations to the Members, and analysis and use of the access log). in a manner by which each Member will not be identified. It is expressly acknowledged and agreed by Member that, at the time of Member’s acceptance of this Terms Service, it is deemed that Member agrees that JUKI may also conduct a questionnaire using the membership information, or deliver information such as advertisements for products or services provided by JUKI or third parties, However, Members may cancel the said consent at any time after giving the consent.
3. Members shall, in the following cases, accept that JUKI may provide or disclose membership information to a third party in a manner that each Member may be identified under the condition that JUKI follows the “personal information protection policy,” as well as laws and regulations and the guidelines set by the government and municipal offices without obtaining consent from Members.
  - (1) The information is required by law or an order issued by the court.

- (2) The information is required for protection of JUKI's rights or assets.
  - (3) An emergent need to protect the safety of individuals or the public using the information arises.
  - (4) Disclosure of the information is deemed necessary for other legal and rational reasons in order that JUKI can maintain the Service.
4. JUKI may make the following subsidiaries of JUKI, etc. ("JUKI's Affiliates") use the personal information for such purpose as provided for in Paragraph 2 of this Article to the extent necessary for the purpose, provided that JUKI imposes legally valid obligations to manage personal information on JUKI's Affiliates:
- ① JUKI (China) Co.,Ltd.
  - ② JUKI Singapore Pte. Ltd.
  - ③ JUKI Machinery Vietnam Co.,Ltd.
  - ④ JUKI Machinery Bangladesh Ltd.
  - ⑤ JUKI India Pvt. Ltd
  - ⑥ JUKI America Inc.
  - ⑦ JUKI Central Europe Sp.zo.o.
  - ⑧ JUKI Italia S.p.A
  - ⑨ Parties which JUKI or JUKI's subsidiaries conclude the formal dealership agreement and any kind whatsoever with.

Such companies as specified in the above ① through ⑧ are JUKI's subsidiaries.

5. Controller and inquiry counter under this Terms of Service as far as personal information is concerned will be as mentioned in the below. If Members contact the inquiry counter for demand for suspension of use of and/or deletion of personal information, JUKI shall comply with such demand. After JUKI has completed such deletion, JUKI will notify Members of the fact of such deletion by means of sending e-mail to Members at such e-mails as described on the registered information:

[Controller responsible for Personal Information]

(Mr.) Keiichi Uekusa, President of Customer Business Company, Sewing Machinery & System Business Unit, JUKI Corporation, 2-11-1 Tsurumaki, Tama-city, Tokyo 206-8551, Japan

[Inquiry Counter in charge of Personal Information]

Please access the URL  
"https://www.juki.co.jp/industrial\_j/contact\_j/contact\_form\_.php"

Inquiry Counter, Customer Business Company, Sewing Machinery & System Business Unit, JUKI Corporation, 2-11-1 Tsurumaki, Tama-city, Tokyo 206-8551, Japan

6. Members acknowledge and agree that, if JUKI's use of personal information is suspended and/or personal information is deleted in accordance with Paragraph 5 of this Article, Members may not use such Services as mentioned in the below due to JUKI's becoming unable to render the Services and, in other words, JUKI's rendering of Services will be automatically terminated. Members' such demand as provided for in Paragraph 5 of this Article shall be deemed as Members' offering to terminate JUKI's rendering Services:
  - ① ShuHaRi Software Rendering Service
  - ② JUKI E-Learning Rendering Service
7. JUKI shall treat personal information in accordance with laws of Japan and this Terms of Service. Provided, however, that, if (a) mandatory personal data protection act exists in countries where Members are located and (b) the said act imposes more strict and mandatory obligations on JUKI, JUKI will respond to such obligations without delay.

#### Article 10 (Supplementary provisions)

1. JUKI will not be liable for any damages or other disadvantages caused to communication devices such as personal computers or data resulting from or related to the use of the Service.
2. Communication charges incurred by using the Service shall be borne by the Member or the owner of the information terminal, which is charged by the telecommunications carriers.
3. The Quote Relay Service is a service in which JUKI receives a request for quotation from a member through the Website and relays it to be presented by a specific dealer. The conditions and contents of the quotation, and all matters relating to the formal sales contract based on them shall be discussed and reviewed directly between the dealer and the member, and directly agreed between the two. JUKI shall be responsible only for accurately distributing the limited information in the request for quotation.

Article 11 (Governing law and competent court)

1. This Terms of Service shall be governed by and construed in accordance with the laws of Japan. And, Service shall be rendered in accordance with the laws of Japan.
2. The Tokyo District Court shall be the exclusive agreement jurisdictional court of the first instance for any dispute arising from or relating to the Terms of Service.
3. This Terms of Service prepared in English shall be legally effective.

Article 12 (Surviving terms)

Even if any Member's use of the Service is terminated in accordance with paragraphs 3 and 4 of Article 3, the provisions of Articles 5 to 11 shall continue to be valid.

Revised on December 16, 2021