Application User Agreement

Before installing “Makita Torque Sensor Tool Settings for Industry / Makita Torque Sensor Tool Managers for Industry” (referred to as “Application” hereafter) provided by Makita Corporation (referred to as “Company” hereafter), the user of the Application (referred to as “User” hereafter) must read the following Application User Agreement (referred to as “Agreement” hereafter).

Article 1 (Agreement)

1. This Agreement is effective between the Company and the User.
2. The Company grants a license to use the Application by the User only when the User agrees to this Agreement.
3. If the User does not agree to the terms of this Agreement, the Company does not grant a license to use the Application by the User. In addition, if the User does not agree to the terms of this Agreement, the User shall not have the right to use the Application.
4. In the following cases, the Company may partially or completely change the terms of this Agreement neither notifying the User individually nor gaining their consent (Such change includes, but not limited to, adding new functionality, or the addition of prohibited items or the restriction of the right to prevent an illegal or unjust act):
(1) if the change of the terms hereof conforms to the general interest of the User; or
(2) if the change of the terms hereof does not run afoul of the purpose of this Agreement, and it is reasonable in light of the circumstances concerning such change.
In this case, the Company shall make it known that this Agreement will be changed, the details of the changed terms, and the time when such change takes place, on its website or by other similar means. If the User use the Application after such change, it shall be deemed that the User agrees to the changed terms of this Agreement.
5. The Company, when it determines necessary, may partially or completely change the Application without the consent of the User, or stop provision or maintenance of the Application. In this case, the Company shall make it known within a period considered reasonable by the Company that the Application will be changed or the Application will be suspended, on its website or by other similar means.
6. This Agreement shall be also applied to all future updates and additional features of the Application.
7. If the User violates the terms of this Agreement, the Company may dissolve all rights of the User based on this Agreement without notifying the User.
8. The User shall prepare the environment necessary for using the Application (including, but not limited to, software, communication equipment, and communication line), at his/her own risk and expense.

9. The communication charges for using the Application shall be borne by the User.

Article 2 (Scope of License, Copyright, etc.)

1. The Company hereby grants to the User a non-exclusive and non-transferable license to use the Application free of charge according to this Agreement.
2. The User shall not remove the copyright notice, trademark or any other indicators of the owner within the installed Application or alter them in any way.
3. Nothing in this Agreement denote the transfer of the Application, copyrights or any other kind of rights (collectively referred to as Copyrights hereafter) to any contents provided by the Application to the User and corresponding Copyrights reside with the Company or with the rightful third-party owner.

Article 3 (Prohibition and Responsibility)

1. The User shall not perform any of the following actions regarding the Application unless specified in this Agreement.
(1) Reproduction, public transmission, modification, disassemble, decompile, or reverse engineering.
(2) Distribution to a third party regardless of whether with or without consideration by transferring, sublicensing, leasing, loaning for use, renting or otherwise.
(3) Upload to a network or file sharing service or making the Application available to multiple users in any manner, including, but not limited to, hosting service, service provider's application service or a service processing organization's service
(4) Criminal acts, or any acts that may prepare, assist, or incite a crime.
(5) Actions to use the Application for any products which are not manufactured or sold by the Company, its affiliates or its related company.
(6) Any other actions that are determined to be inappropriate by the Company
2. The User agrees to use the Application at his/her own risk and to take responsibility for any consequences that occur as a result of using the Application.

Article 4 (Disclaimer of Warranty)

To the fullest extent authorized by law, the following regulations are applied.
1. The Application is provided “as is” without any warranty.
2. The Company makes no guarantee that defects or errors will be completely fixed, even if the User notices a defect or error within the Application and notifies the Company about such

defect or error.
3. The Company makes no guarantee, express or implied, the performance or results obtained by using the Application, compatibility with special purposes, that there are no defects with the Application or any other matters.
4. The Company shall not be liable to the User for any loss of service of the Application due to natural disasters, war, riots, strikes, government actions or any other events that are outside the control of the Company.
5. The Company shall not be liable for damages (direct damages, special damages, collateral damages, exemplary damages, fines, loss of data, consequential damages including lost profits, or the cost of procuring a substitute item, etc.) which occur to the User or third-parties as a result of providing, delaying, changing, discontinuing, suspending, removing or any other use of the Application.

Article 5 (Limitation of Liability)

If the Company is responsible for compensation of damages to the User, the responsibilities of the Company shall be limited to the direct or ordinary damages that actually occurred.

Article 6 (Rejection of Antisocial Forces, etc.)

1. The User represents, warrants and covenants to ensure that the User is not a person who has fallen under any of the following and that the User shall not fall under any of following: (1) A member of an organized crime group or was a former member of an organized crime group within the last five years or involved in equivalent antisocial forces (referred to as "ASF" hereafter), or a person who is engaged in socially condemnable relationship with ASF (2) A person having such relationship with ASF that shows the ASF's control over or substantial involvement in the person's management. (3) The use of the Application encourages or may encourage antisocial activities.
2. The User shall not use ASF, provide funds or accommodate ASF, be in a position to invest in ASF or have any relationship with ASF.
3. The Company may suspend use of the Application by the User in the event the User violates this Article without any notification or warning.

Article 7 (Language)

The User agrees that the original version of this Agreement is in Japanese, and the other language translations are provided solely for the convenience.

Article 8 (Governing Law and Jurisdiction)

1. This Agreement shall be governed by and interpreted based on the laws of Japan.

2. Nagoya District Court shall be the exclusive jurisdiction of the first instance regarding this Agreement in a lawsuit.

Date Issued: March 22, 2022