

For the Customer, Administrator, and Manager

Terms and Conditions for Use of CONNECTED TWINTIER Service

Article 1 (Application of the Terms and Conditions)

The Terms and Conditions for Use of CONNECTED TWINTIER Service (hereinafter referred to as the “Terms and Conditions”) set forth the conditions of use and relevant matters of the Rebar Tying Tool and a service using an application (hereinafter referred to as the “Service”) provided by MAX Co., Ltd. (hereinafter referred to as “MAX”) for the purpose of unified management, on a website, of information concerning the Rebar Tying Tool and related matters. The Terms and Conditions shall apply to all of the Customer and Service Users who use the Service and, thus, must be read carefully and agreed by the Customer and Service Users before the Service is used.

Article 2 (Definitions of Terms)

Definitions of terms used herein shall be as listed below.

| Term              | Definition                                                                                                                                                     |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service Agreement | An agreement for the Service concluded between the Customer and MAX under the terms and conditions set forth herein                                            |
| Customer          | A corporation or individual that has entered a subscription under the Service Agreement and is a party thereto                                                 |
| Administrator     | A person who is in charge of managing all matters concerning the Service Agreement and is a liaison for administrative procedures between the Customer and MAX |
| Manager           | A person who primarily manages, as the Service Users of the Service, information on the Rebar Tying Tool and the Tool User                                     |
| Tool User         | A person who primarily uses, as the Service Users of the Service, the Rebar Tying Tool                                                                         |
| Service Users     | A collective term used to refer to the Administrator, Manager, and Tool User                                                                                   |
| Rebar Tying Tool  | A rebar tying tool with a communication function that has been purchased by the Customer                                                                       |
| App.              | A web application provided to the Customer as a part of the Service by MAX                                                                                     |

Article 3 (Service Contents, Subscription Fee, Operating Environment, etc.)

1. The service provided on the App. by MAX includes the following.

- (1) Provision of operation information and location information of the Rebar Tying Tool
  - (2) Viewing of some pieces of information, such as site information, registered on the App. by the Administrator or Manager
  - (3) Receiving of an inquiry concerning the Rebar Tying Tool as a part of after-sales support
  - (4) Provision of other necessary information concerning the Service
2. The subscription fee and subscription period of the Service shall be as separately specified in the Service Agreement.
  3. Even if there is a period in which the Service cannot be used due to, for example, breakdown of the Rebar Tying Tool, the subscription fee for the Service will not be refunded.
  4. The Service is available only in the United States of America.
  5. The Customer or the Service Users shall, at its own expense and responsibility, install or make ready for use a personal computer, tablet, smartphone, and/or other information display terminal as well as an appropriate environment including Internet access and an electric power supply that are necessary to use the Service.
  6. The description on the User Guide shall be referred to for details of the steps of using the Rebar Tying Tool and the App. necessary to use the Service as well as relevant precautions.

#### Article 4 (Application for Subscription and Acceptance of the Application)

1. The Service shall be made available to the Customer after it applies, to MAX, for subscription of the Service by a predetermined method specified by MAX and agrees to the Terms and Conditions.
2. The Service Agreement shall be deemed concluded between the Customer and MAX when the Customer checks the box at the end of the Terms and Conditions in the App. for indicating its agreement to the Service Agreement and presses the registration button.
3. To use the Service, the Customer must enter information regarding the Customer and Service Users as specified by MAX in the App.
4. The Service shall be used in accordance with the Service Agreement, the Terms and Conditions, and relevant laws and regulations.
5. MAX may not accept the application for the subscription of the Service in the event that:
  - (1) the Customer has actually failed or is likely to fail to pay the fee or other debt associated with the Service;
  - (2) any of the Customer and Service Users is likely to violate any of the provisions set forth in Article 12 (Prohibited Acts);

- (3) any of the Customer and Service Users is suspended from the access to the Service based on any of the provisions set forth in Article 13 (Suspension of Right to Access the Service), or any agreement concluded between the Customer and MAX for the Service provided by MAX has been cancelled; or
  - (4) for any other reasons, the acceptance of the application will pose a significant difficulty for MAX in performing its duties concerning the Service.
6. Any and all rights concerning the Service shall not be assigned to a third party.

#### Article 5 (Updating, etc.)

1. MAX may, at any time and without a prior consent by the Customer, appropriately alter or additionally improve the whole or part of the content of the Service, by means of updating the program in the Rebar Tying Tool and/or the App.
2. The Terms and Conditions shall also apply to the Service after updating the Rebar Tying Tool and the App.
3. MAX may terminate the provision of the App. and its updates without a prior notice.

#### Article 6 (Restriction of Use)

1. The Customer may register its officer(s) or employee(s) as the Service Users and have them access the Service. It shall not allow a third party to use the Service.
2. The Customer shall ensure that the Service Users are fully informed of the conditions specified in the Terms and Conditions and that they agree to the terms and conditions before using the Service.

#### Article 7 (Information Obtained from the Customer and Service Users)

1. MAX shall obtain the information registered on the App. by the Administrator or Manager (as specified in the following paragraph (2)) and the information indicating the status of the Rebar Tying Tool (as specified in the following paragraph (3)), for the purposes set out in the following paragraph (1).
  - (1) Purposes
    - For receiving registration of the Customer information concerning the Service to be provided to the Customer on the App. by MAX, and for identity verification
    - For providing the Service
    - For providing after-sales support and responding to inquiries and other requests related to the Rebar Tying Tool
    - For sending information about MAX's products, services, and events
    - For planning and development of MAX's products and the Service as well as

- improving their quality
- For creating and publishing statistical data, from which no any specific individual can be identified
- (2) Information registered on the App. by the Administrator or Manager
  - Company name of the Customer, names and contact information of the Administrator and Manager (telephone number, e-mail address, etc.), information of the site for the work the Customer engages in, etc.
- (3) Information indicating the status of the Rebar Tying Tool
  - Location information, time information, and information concerning operating status (including but not limited to information of the number of ties and error information; hereinafter referred to as the “Operation Information”) of the Rebar Tying Tool. Note that the ownership and any other rights concerning the location information, time information, and the Operation Information shall belong to MAX.
- 2. The information described in the paragraphs (2) and (3) of the preceding Section 1 shall be stored and maintained for at least 12 months from the date on which such information is entered in the system used for the Service, and any part of the information stored for more than the above period may be deleted from the system at the discretion of MAX.

#### Article 8 (Handling of Personal Information, etc.)

1. Any personal information obtained from the Customer and Service Users shall be properly handled in accordance with laws and regulations and the “Privacy Policy” separately set by MAX. The Customer and Service Users shall make sure to read it and understand the policy.  
MAX Privacy Policy  
<https://www.maxusacorp.com/privacy-policy/>
2. MAX shall not use the personal information for any purpose other than those specified in the Section 1 of Article 7, and shall take reasonable security control measures for protecting the information from risks of being lost, damaged, altered, leaked, or otherwise and shall keep tight control over the information, in accordance with the Act on the Protection of Personal Information (hereinafter referred to as the “Personal Information Protection Act”) and the Privacy Policy.
3. When the Customer registers, on the App., its personal information associated with any one of the Service Users, it must gain the consent of the relevant one in advance and register the information on its own responsibility.

#### Article 9 (Use of Google Analytics)

The App. uses Google Analytics, a service provided by Google Inc., in order to keep track of the visits to the App. made by the Customer and Service Users. When the Google Analytics is used by the App., Google Inc. collects, records, and analyzes the history of visits to the App. made by the Customer and Service Users, based on the cookie issued by MAX. MAX receives results of the analysis from Google Inc. and uses them to keep track of the visits to the App. by the Customer and Service Users. The information of the Customer and Service Users collected, recorded, and analyzed by the Google Analytics contains no data from which a specific person can be identified. Further, the information is managed by Google Inc. in accordance with its privacy policy. The Customer or Service Users can stop the collection of the information of the Customer or Service Users by MAX using the Google Analytics, by disabling an add-on set for the Google Analytics on the browser used. The Google Analytics can be disabled by downloading "Google Analytics Opt-out Add-on" from the Google webpage for downloading the opt-out add-on, installing it, and changing the add-on setting on the browser. Note that if the Google Analytics has been disabled by the Customer or Service Users, it is disabled not only on the App. but also on other websites visited by the Customer or Service Users. If desired, the Customer or the Service Users may set the add-on for the Google Analytics again to enable it.

Refer to Google Analytics website for more details on the Google Analytics Terms of Service, and refer to Google website for more details on its privacy policy.

Google Analytics Terms of Service:

<http://www.google.com/analytics/terms/jp.html>

Google Privacy Policy:

<http://www.google.com/intl/ja/policies/privacy/>

Google Analytics Opt-out Add-on:

<https://tools.google.com/dlpage/gaoptout?hl=ja>

#### Article 10 (Intellectual Property)

1. The App. is protected by copyright laws of Japan and relevant countries, treaties on copyright, and other applicable laws and treaties on intellectual property rights. The Customer and Service Users shall be granted only the non-exclusive and non-transferrable right to use the App. in accordance with the Terms and Conditions, and shall not acquire any other rights, including the ownership rights and copyright, on the App. and a duplicate copy thereof.
2. The Customer and Service Users acknowledge and agree that any and all intellectual property rights, including a copyright, patent right, and trademark right, of the App. and a duplicate copy thereof (including a program, image, and document) belong to MAX or

a licensor who has granted a relevant license to MAX (hereinafter referred to as the “original right holder”). The Customer and Service Users shall respect the copyright on the App. and use the App. in accordance with copyright laws of Japan and relevant countries, treaties on copyright, the Unfair Competition Prevention Act, and other relevant laws.

#### Article 11 (Confidentiality)

1. MAX shall treat the pieces of information specified in the Section 1 (2) of Article 7 as confidential information and shall neither disclose nor leak any of them to a third party (except a subsidiary of MAX), without the Customer’s consent.
2. The information specified in any of the following items (1) to (5) shall be excluded from the confidential information.
  - (1) Information in the possession of MAX at the time of the registration
  - (2) Information already in the public domain at the time of the registration or that has become publicly known after the registration due to any reason not attributable to MAX
  - (3) Information lawfully obtained, after the registration, by MAX from a third party without any obligation of confidentiality
  - (4) Information independently developed or created by MAX without reference to the registered confidential information
  - (5) Information requested to be disclosed in accordance with laws and regulations or a court order
3. MAX may disclose the confidential information only to officers and employees of MAX or a subsidiary of MAX (i.e., anyone who engages in the business of MAX regardless of the status of the service, such as under an employment contract, delegation contract, or outsourcing agreement) who need to know the information for improvement of the Service, research collaborators, outsourcing contractors, outside advisers, or otherwise who are under the obligation of confidentiality. The disclosed confidential information shall not be used for any purposes other than those specified in the Section 1 (1) of Article 7.

#### Article 12 (Prohibited Acts)

1. The Customer and Service Users shall not conduct any of the acts specified in the following items (1) to (14) when using the Service.
  - (1) Act that violates or is likely to violate a law or regulation, or any act similar to the act of violation

- (2) Act of using the Rebar Tying Tool or App outside of the United States of America.
  - (3) Act that deviates from any of the descriptions in the Instruction Manual and User Guide of the Rebar Tying Tool
  - (4) Act of assigning, transferring, providing as a collateral, or subleasing to a third party other than the Customer, or otherwise disposing of the rights to access the App.
  - (5) Act of disclosing a program associated with the App. to a third party
  - (6) Act of using the App. for the purposes of sales, distribution, and/or development, which are not specified as the purposes of the App.
  - (7) Act of duplicating, modifying, changing, altering, or adapting the App.
  - (8) Act of reverse engineering, decompiling, disassembling, or otherwise the whole or part of the App. to extract its source code.
  - (9) Act of altering, modifying, or translating the App. into a machine-readable form
  - (10) Act of using, for the purpose of publication, a screen of the App. on a monitor and/or a duplicate copy of the screen printed and output to a printer or otherwise, without permission of MAX
  - (11) Criminal act, act of encouraging a criminal act, or act that is likely to encourage a criminal act
  - (12) Act of using the App. in a way or mode that interferes or is likely to interfere with communication of a third party
  - (13) Act of otherwise infringing any part of other people's legal benefits or using the App. in a way or mode against public order and decency
  - (14) Any other acts that are deemed by MAX to be inappropriate
2. If any of the Customer and Service Users is deemed by MAX to have violated the foregoing provision of the prohibited acts, MAX shall suspend their rights to access to the Service or take actions that are deemed by MAX to be necessary.

#### Article 13 (Suspension of Right to Access the Service)

MAX may suspend the Customer or Service Users from accessing the Service for the reason specified in any of the following items.

- (1) Any of the Customer and Service Users has violated any of the provisions in the Terms and Conditions.
- (2) Any of the Customer and Service Users has failed to make a payment or fulfill an obligation for the subscription fee or any other obligation, by the due date specified by MAX.
- (3) The whole or part of the information of the Customer provided to MAX contains false information, an error, or omission.

- (4) Any of the Customer and Service Users is deemed by MAX to be one of antisocial forces (as used hereinafter, collectively referring to organized crime groups, members or associate members of an organized crime group, firms affiliated with an organized crime group, corporate extortionists, and other groups or individuals that pursue economic gains through violence, force, or fraudulent means) or to have a relationship with or is involved with the antisocial forces in a way of, for example, cooperating or being involved in maintaining, operating, or managing antisocial forces through funding or otherwise.
- (5) Any of the Customer and Service Users has withdrawn its consent to the Terms and Conditions or has notified MAX of cancellation of the Service Agreement.
- (6) Otherwise, any of the Customer and Service Users is deemed by MAX to be inappropriate as a user of the Service

#### Article 14 (Management of User ID and Password)

1. The Customer and Service Users shall, on their own responsibilities, manage and store their passwords and User IDs, and shall neither allow a third party to use them nor lend, assign, transfer, sell them.
2. MAX shall assume no responsibility whatsoever for damages arising from poor management, incorrect use, or use by a third party of any of the user IDs and passwords.

#### Article 15 (Suspension of the Service, etc.)

1. MAX may suspend or stop the whole or part of the access to the Service without prior notice to the Customer in any one of the following cases.
  - (1) When a regular or urgent inspection or maintenance of the computer system associated with the Service
  - (2) When a relevant computer system, communication line, etc. are down due to an accident
  - (3) When it becomes impossible to operate the Service due to an act of God or other cause beyond the control of MAX, including a fire, power outage, natural disaster, and spread of an infectious disease
  - (4) When MAX deems it necessary to suspend or stop the Service due to other reason
2. MAX may, for its own convenience, modify the content of or discontinue the provision of the Service. In such case, MAX shall give prior notice to the Customer.
3. MAX shall assume no responsibility whatsoever for any damages, incurred by the Customer or the Service Users, arising from any action taken by MAX in accordance with this article.

#### Article 16 (Renewal of Agreement)

1. The Customer may apply to MAX for renewing the agreement for the subscription of the Service at least one month prior to the expiration date of the valid period by a predetermined method specified by MAX, followed by agreeing to the Terms and Conditions again, so as to be allowed to continuously use the Service.
2. MAX may not accept the application for renewal of the agreement in the event of:
  - (1) the Customer has actually failed or is likely to fail to pay the fee or other debt associated with the Service;
  - (2) any of the Customer and Service Users is likely to violate any of the provisions set forth in Article 12 (Prohibited Acts);
  - (3) any of the Customer and Service Users is suspended from the access to the Service based on any of the provisions set forth in Article 13 (Suspension of Right to Access the Service), or any agreement concluded between the Customer and MAX for the Service provided by MAX has been cancelled; or
  - (4) for any other reasons, the acceptance will pose a significant difficulty in performance of duties, by MAX, concerning the Service.

#### Article 17 (Termination)

1. The Customer may terminate the Service Agreement, by providing one-month prior notice to MAX by a predetermined method specified by MAX. In such a case, the subscription fee will not be refunded unless the termination is due to a reason attributable to MAX.
2. When the Customer disposes of or assigns to a third party its Rebar Tying Tool associated with the Service and, thus, will not continue using the Service for the tying tool, the Customer shall immediately notify MAX of such a situation. MAX shall regard the notification as an intention of the Customer to terminate the Service Agreement and shall terminate the Service Agreement.
3. The information specified in Sections 1 (2) and (3) of Article 7 obtained in the Service may be retained by MAX, at its discretion and with reasonable grounds, after the termination of the Service Agreement. Further, MAX may, with consent from the Customer, continue obtaining the information specified in Sections 1 (2) and (3) of Article 7 even after the termination of the Service Agreement.
4. MAX may terminate the Service Agreement at any time by providing one-month prior notice to the Customer.

#### Article 18 (Cancellation)

MAX may cancel the Service Agreement by providing a notice to cancel it to the Customer in the event that:

- (1) the Customer has been suspended from the access to the Service based on any of the provisions set forth in Article 12 (Prohibited Acts) and Article 13 (Suspension of Right to Access the Service) and the Customer still does not or cannot get rid of the status; or
- (2) MAX has learned that the Customer has filed a petition according to the Bankruptcy Act, the Civil Rehabilitation Act, or the Corporate Reorganization Act or has another reason to be in a similar situation.

#### Article 19 (Request for Reporting)

If MAX is, on reasonable grounds, suspicious whether any of the Customer and Service Users follows the Terms and Conditions to use the Service, etc., MAX may request the Customer to submit a report concerning the suspected matter.

#### Article 20 (Disclaimer)

1. MAX shall not guarantee in any way that: the Service fulfills a specific purpose of the Customer; it has a desired functionality, commercial value, accuracy, or usefulness; use of the Service by the Customer complies with laws and regulations applicable to the Customer or Service Users, or internal rules, regulations, etc. of relevant industry groups; or no failure will be caused to the Service
2. MAX shall assume no responsibility whatsoever for any damages arising from imperfectness, a defect, change of content, suspension, or discontinuance of the Service.
3. MAX shall assume no responsibility whatsoever for any damages arising from impairment, loss, deletion, or leak of information used in the Service or from use of the information for an unintended purpose.
4. MAX shall have no obligation to eliminate or correct any defects of the Service.
5. MAX shall have no involvement in or assume no responsibility whatsoever for a place or environment where the Service is used by any of the Customer and the Service Users.
6. MAX shall not guarantee that the Service is operable on any and all information terminals. The Customer shall acknowledge and agree in advance that the Service may have an operational failure as a result of upgrading of an operating system (OS) or browser used to operate the Service. MAX shall not guarantee that, when such a failure occurs, it will be solved by MAX through, for example, a modification to the program.
7. MAX shall accept no liability whatsoever for any damages, incurred by any of the Customer and the Service Users, arising directly or indirectly from the use of the Service.

8. MAX shall assume no responsibility whatsoever for any opportunity loss, disruption to operations, or any other damages (including incidental damage and lost profits) incurred by the Customer or a third party even in the case where MAX has been advised of the possibility of such damages.
9. The provisions set forth in the preceding Sections 1 to 8 shall not apply if the act of MAX is intentional or by gross negligence.
10. In the case where MAX assumes any liabilities in connection with the use of the Service, a total amount of the damages shall not exceed, under any circumstances, the amount of the subscription fee paid by the Customer to MAX.
11. MAX shall assume no responsibility whatsoever for any dispute or troubles between the Customer or the Service Users and a third party such as another customer.
12. If a third party files a claim, against MAX, for compensation for damages, etc. arising from an act of any of the Customer and the Service Users, the Customer shall, at its own expense (including attorneys' fees) and responsibility, solve the issue. If MAX has paid the compensation to the third party, the Customer shall reimburse the compensation and any and all expenses (including an attorneys' fees and lost profits) to MAX.
13. If any of the Customer and the Service Users causes any damage to MAX in connection with the use of the Service, the Customer shall, at its own expense and responsibility, compensate MAX for the damage (including litigation costs and attorneys' fees).

#### Article 21 (Means of Communication)

An inquiry form in the App. shall be used by the Customer and the Service Users in order to communicate to or send an inquiry to MAX regarding the Service.

#### Article 22 (Valid Period)

The Service Agreement shall be valid for the period as set forth separately in the Service Agreement. The provisions of Article 10 (Intellectual Property), Section 2 of Article 12 (Prohibited Acts), Section 2 of Article 14 (Management of User ID and Password), Section 3 of Article 15 (Suspension of the Service, etc.), Article 20 (Disclaimer), Article 24 (Governing Law), Article 25 (Court of Jurisdiction), and Article 26 (Miscellaneous Provisions) shall survive and remain in force after termination of the Service Agreement.

#### Article 23 (Modification of Terms and Conditions)

1. MAX may, at any time when MAX finds it necessary, revise the content of the Terms and Conditions.

2. The revised Terms and Conditions shall be effective upon being published in the Service.
3. The revised Terms and Conditions will be displayed on a screen of the App. when the Service Users use the Service for the first time after the revision. The Service Users shall be able to continue using the Service after confirming the revised content and pressing a button for indicating the agreement to the revision(s).

#### Article 24 (Governing Law)

The Service Agreement and the Terms and Conditions shall be governed by and construed under the laws of Japan.

#### Article 25 (Court of Jurisdiction)

A law suit or any other conflicts between MAX and the Customer or relevant party shall be brought to the Tokyo District Court as the agreed exclusive jurisdiction of the first instance.

#### Article 26 (Miscellaneous Provisions)

1. The Terms and Conditions constitute the entire agreement between the Customer/Service Users and MAX, and shall apply to any matters concerning the Service.
2. Even if any one of the provisions or a part thereof in the Terms and Conditions is deemed invalid or unenforceable, the remaining provisions thereof shall continue to be in full force and effect.

#### Supplementary Provision

First edition: Established and implemented on September 1, 2024

For the Tool User

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Article 1 (Application of the Terms and Conditions)

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Article 2 (Definitions of Terms)

Definitions of terms used herein shall be as listed below.

| Term              | Definition                                                                                                                                                     |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service Agreement | An agreement for the Service concluded between the Customer and MAX under the terms and conditions set forth herein                                            |
| Customer          | A corporation or individual that has entered a subscription under the Service Agreement and is a party thereto                                                 |
| Administrator     | A person who is in charge of managing all matters concerning the Service Agreement and is a liaison for administrative procedures between the Customer and MAX |
| Manager           | A person who primarily manages, as the Service Users of the Service, information on the Rebar Tying Tool and the Tool User                                     |
| Tool User         | A person who primarily uses, as the Service Users of the Service, the Rebar Tying Tool                                                                         |
| Service Users     | A collective term used to refer to the Administrator, Manager, and Tool User                                                                                   |
| Rebar Tying Tool  | A rebar tying tool with a communication function that has been purchased by the Customer                                                                       |
| App.              | A web application provided to the Customer as a part of the Service by MAX                                                                                     |

Article 3 (Service Contents, Subscription Fee, Operating Environment, etc.)

1. The service provided to the Tool User on the App. includes the following.
  - (1) Provision of operation information and location information of the Rebar Tying Tool

- (2) Viewing of some pieces of information, such as site information, registered on the App. by the Administrator or Manager
- (3) An inquiry service concerning the Rebar Tying Tool as a part of after-sales support
2. The Service is available only in the United States of America.
3. The Tool User shall, at its own expense and responsibility, install or make ready for use a personal computer, tablet, smartphone, and/or other information display terminal as well as an appropriate environment including Internet access and an electric power supply that are necessary to use the Service.
4. The description on the User Guide shall be referred to for details of the steps of using the Rebar Tying Tool and the App. necessary to use the Service as well as relevant precautions.

#### Article 4 (Updating, etc.)

1. MAX may, at any time and without a prior consent by the Tool User, appropriately alter or additionally improve the whole or part of the content of the Service, by means of updating the program in the Rebar Tying Tool and/or the App.
2. The Terms and Conditions shall also apply to the Service after updating the Rebar Tying Tool and the App.
3. MAX may terminate the provision of the App. and its updates without a prior notice.

#### Article 5 (Information Obtained from the Tool User)

1. MAX shall obtain the information registered on the App. by the Tool User (as specified in the following paragraph (2)) and the information indicating the status of the Rebar Tying Tool (as specified in the following paragraph (3)), for the purposes set out in the following paragraph (1).

##### (1) Purposes

- For receiving registration of the Tool User information concerning the Service to be provided to the Tool User on the App. by MAX, and for identity verification
- For providing the Service
- For providing after-sales support and responding to inquiries and other requests related to the Rebar Tying Tool
- For sending information about MAX's products, services, and events
- For planning and development of MAX's products and the Service as well as improving their quality
- For creating and publishing statistical data, from which no any specific individual can be identified

- (2) Information registered on the App. by the Tool User
  - Name and contact information of the Tool User (telephone number, e-mail address, etc.)
- (3) Information indicating the status of the Rebar Tying Tool
  - Location information, time information, and information concerning operating status (including but not limited to information of the number of ties and error information; hereinafter referred to as the “Operation Information”) of the Rebar Tying Tool. Note that the ownership and any other rights concerning the location information, time information, and the Operation Information shall belong to MAX.
2. The information described in the paragraphs (2) and (3) of the preceding Section 1 shall be stored and maintained for at least 12 months from the date on which such information is entered in the system used for the Service, and any part of the information stored for more than the above period may be deleted from the system at the discretion of MAX.

#### Article 6 (Handling of Personal Information, etc.)

1. Any personal information obtained from the Tool User shall be properly handled in accordance with laws and regulations and the “Privacy Policy” separately set by MAX. The Tool User shall make sure to read it and understand the policy.  
MAX Privacy Policy  
<https://www.maxusacorp.com/privacy-policy/>
2. MAX shall not use the personal information for any purpose other than those specified in the Section 1 of Article 7, and shall take reasonable security control measures for protecting the information from risks of being lost, damaged, altered, leaked, or otherwise and shall keep tight control over the information, in accordance with the Act on the Protection of Personal Information (hereinafter referred to as the “Personal Information Protection Act”) and the Privacy Policy.

#### Article 7 (Use of Google Analytics)

The App. uses Google Analytics, a service provided by Google Inc., in order to keep track of the visits to the App. made by the Tool User. When the Google Analytics is used by the App., Google Inc. collects, records, and analyzes the history of visits to the App. made by the Tool User, based on the cookie issued by MAX. MAX receives results of the analysis from Google Inc. and uses them to keep track of the visits to the App. by the Tool User. The information of the Tool User collected, recorded, and analyzed by the Google Analytics contains no data from which a specific person can be identified. Further, the information is managed by Google Inc. in accordance with its privacy policy. The Tool User can stop the collection of the

information of the Tool User by MAX using the Google Analytics, by disabling an add-on set for the Google Analytics on the browser used. The Google Analytics can be disabled by downloading “Google Analytics Opt-out Add-on” from the Google webpage for downloading the opt-out add-on, installing it, and changing the add-on setting on the browser. Note that if the Google Analytics has been disabled by the Tool User, it is disabled not only on the App. but also on other websites visited by the Tool User. If desired, the Tool User may set the add-on for the Google Analytics again to enable it.

Refer to Google Analytics website for more details on the Google Analytics Terms of Service, and refer to Google website for more details on its privacy policy.

Google Analytics Terms of Service:

<http://www.google.com/analytics/terms/jp.html>

Google Privacy Policy:

<http://www.google.com/intl/ja/policies/privacy/>

Google Analytics Opt-out Add-on:

<https://tools.google.com/dlpage/gaoptout?hl=ja>

#### Article 8 (Intellectual Property)

1. The App. is protected by copyright laws of Japan and relevant countries, treaties on copyright, and other applicable laws and treaties on intellectual property rights. The Tool User shall be granted only the non-exclusive and non-transferrable right to use the App. in accordance with the Terms and Conditions, and shall not acquire any other rights, including the ownership rights and copyright, on the App. and a duplicate copy thereof.
2. The Tool User acknowledges and agrees that any and all intellectual property rights, including a copyright, patent right, and trademark right, of the App. and a duplicate copy thereof (including a program, image, and document) belong to MAX or a licensor who has granted a relevant license to MAX (hereinafter referred to as the “original right holder”). The Tool User shall respect the copyright on the App. and use the App. in accordance with copyright laws of Japan and relevant countries, treaties on copyright, the Unfair Competition Prevention Act, and other relevant laws.

#### Article 9 (Confidentiality)

1. MAX shall treat the pieces of information specified in the Section 1 (2) of Article 5 as confidential information and shall neither disclose nor leak any of them to a third party (except a subsidiary of MAX), without the Tool User’s consent.
2. The information specified in any of the following items (1) to (5) shall be excluded from the confidential information.

- (1) Information in the possession of MAX at the time of the registration
  - (2) Information already in the public domain at the time of the registration or that has become publicly known after the registration due to any reason not attributable to MAX
  - (3) Information lawfully obtained, after the registration, by MAX from a third party without any obligation of confidentiality
  - (4) Information independently developed or created by MAX without reference to the registered confidential information
  - (5) Information requested to be disclosed in accordance with laws and regulations or a court order
3. MAX may disclose the confidential information only to officers and employees of MAX or a subsidiary of MAX (i.e., anyone who engages in the business of MAX regardless of the status of the service, such as under an employment contract, delegation contract, or outsourcing agreement) who need to know the information for improvement of the Service, research collaborators, outsourcing contractors, outside advisers, or otherwise who are under the obligation of confidentiality. The disclosed confidential information shall not be used for any purposes other than those specified in the Section 1 (1) of Article 5.

#### Article 10 (Prohibited Acts)

1. The Tool User shall not conduct any of the acts specified in the following items (1) to (14) when using the Service.
  - (1) Act that violates or is likely to violate a law or regulation, or any act similar to the act of violation
  - (2) Act of using the Rebar Tying Tool or App outside of the United States of America.
  - (3) Act that deviates from any of the descriptions in the Instruction Manual and User Guide of the Rebar Tying Tool
  - (4) Act of assigning, transferring, providing as a collateral, or subleasing to a third party other than the Customer, or otherwise disposing of the rights to access the App.
  - (5) Act of disclosing a program associated with the App. to a third party
  - (6) Act of using the App. for the purposes of sales, distribution, and/or development, which are not specified as the purposes of the App.
  - (7) Act of duplicating, modifying, changing, altering, or adapting the App.
  - (8) Act of reverse engineering, decompiling, disassembling, or otherwise the whole or part of the App. to extract its source code.
  - (9) Act of altering, modifying, or translating the App. into a machine-readable form

- (10) Act of using, for the purpose of publication, a screen of the App. on a monitor and/or a duplicate copy of the screen printed and output to a printer or otherwise, without permission of MAX
  - (11) Criminal act, act of encouraging a criminal act, or act that is likely to encourage a criminal act
  - (12) Act of using the App. in a way or mode that interferes or is likely to interfere with communication of a third party
  - (13) Act of otherwise infringing any part of other people's legal benefits or using the App. in a way or mode against public order and decency
  - (14) Any other acts that are deemed by MAX to be inappropriate
2. If the Tool User is deemed by MAX to have violated the foregoing provision of the prohibited acts, MAX shall suspend their rights to access to the Service or take actions that are deemed by MAX to be necessary.

#### Article 11 (Suspension of Right to Access the Service)

MAX may suspend the Tool User from accessing the Service for the reason specified in any of the following items.

- (1) The Tool User has violated any of the provisions in the Terms and Conditions.
- (2) The Tool User has failed to make a payment or fulfill an obligation for the subscription fee or any other obligation, by the due date specified by MAX.
- (3) The whole or part of the information of the Tool User provided to MAX contains false information, an error, or omission.
- (4) The Tool User is deemed by MAX to be one of antisocial forces (as used hereinafter, collectively referring to organized crime groups, members or associate members of an organized crime group, firms affiliated with an organized crime group, corporate extortionists, and other groups or individuals that pursue economic gains through violence, force, or fraudulent means) or to have a relationship with or is involved with the antisocial forces in a way of, for example, cooperating or being involved in maintaining, operating, or managing antisocial forces through funding or otherwise.
- (5) The Tool User has withdrawn its consent to the Terms and Conditions or has notified MAX of cancellation of the Service Agreement.
- (6) Otherwise, the Tool User is deemed by MAX to be inappropriate as a user of the Service

#### Article 12 (Management of User ID and Password)

- 1. The Tool User shall, on his/her own responsibility, manage and store his/her password and User ID, and shall neither allow a third party to use them nor lend, assign, transfer,

sell them.

2. MAX shall assume no responsibility whatsoever for damages arising from poor management, incorrect use, or use by a third party of any of the user IDs and passwords.

#### Article 13 (Suspension of the Service, etc.)

1. MAX may suspend or stop the whole or part of the access to the Service without prior notice to the Tool User in any one of the following cases.
  - (1) When a regular or urgent inspection or maintenance of the computer system associated with the Service
  - (2) When a relevant computer system, communication line, etc. are down due to an accident
  - (3) When it becomes impossible to operate the Service due to an act of God or other cause beyond the control of MAX, including a fire, power outage, natural disaster, and spread of an infectious disease
  - (4) When MAX deems it necessary to suspend or stop the Service due to other reason
2. MAX may, for its own convenience, modify the content of or discontinue the provision of the Service. In such case, MAX shall give prior notice to the Tool User.
3. MAX shall assume no responsibility whatsoever for any damages, incurred by the Tool User, arising from any action taken by MAX in accordance with this article.

#### Article 14 (Request for Reporting)

If MAX is, on reasonable grounds, suspicious whether the Tool User follows the Terms and Conditions to use the Service, etc., MAX may request the Tool User to submit a report concerning the suspected matter.

#### Article 15 (Disclaimer)

1. MAX shall not guarantee in any way that: the Service fulfills a specific purpose of the Tool User; it has a desired functionality, commercial value, accuracy, or usefulness; use of the Service by the Customer complies with laws and regulations applicable to the Tool User, or internal rules, regulations, etc. of relevant industry groups; or no failure will be caused to the Service
2. MAX shall assume no responsibility whatsoever for any damages arising from imperfectness, a defect, change of content, suspension, or discontinuance of the Service.
3. MAX shall assume no responsibility whatsoever for any damages arising from impairment, loss, deletion, or leak of information used in the Service or from use of the

information for an unintended purpose.

4. MAX shall have no obligation to eliminate or correct any defects of the Service.
5. MAX shall have no involvement in or assume no responsibility whatsoever for a place or environment where the Service is used by the Tool User.
6. MAX shall not guarantee that the Service is operable on any and all information terminals. The Tool User shall acknowledge and agree in advance that the Service may have an operational failure as a result of upgrading of an operating system (OS) or browser used to operate the Service. MAX shall not guarantee that, when such a failure occurs, it will be solved by MAX through, for example, a modification to the program.
7. MAX shall accept no liability whatsoever for any damages, incurred by the Tool User, arising directly or indirectly from the use of the Service.
8. MAX shall assume no responsibility whatsoever for any opportunity loss, disruption to operations, or any other damages (including incidental damage and lost profits) incurred by the Tool User or a third party even in the case where MAX has been advised of the possibility of such damages.
9. The provisions set forth in the preceding sections 1 to 8 shall not apply if the act of MAX is intentional or by gross negligence.
10. In the case where MAX assumes any liabilities in connection with the use of the Service, a total amount of the damages shall not exceed, under any circumstances, the amount of the subscription fee paid by the Customer to MAX.
11. MAX shall assume no responsibility whatsoever for any dispute or troubles between the Tool User and a third party such as another user.
12. If a third party files a claim, against MAX, for compensation for damages, etc. arising from an act of the Tool User, the Tool User shall, at his/her own expense (including attorneys' fees) and responsibility, solve the issue. If MAX has paid the compensation to the third party, the Tool User shall reimburse the compensation and any and all expenses (including an attorneys' fees and lost profits) to MAX.
13. If the Tool User causes any damage to MAX in connection with the use of the Service, the Tool User shall, at his/her own expense and responsibility, compensate MAX for the damage (including litigation costs and attorneys' fees).

#### Article 16 (Means of Communication)

An inquiry form in the App. shall be used by the Tool User in order to communicate to or send an inquiry to MAX regarding the Service.

#### Article 17 (Valid Period)

The Service Agreement shall be valid for the period as set forth separately in the Service Agreement which is concluded by the Customer. The provisions of Article 8 (Intellectual Property), Section 2 of Article 10 (Prohibited Acts), Section 2 of Article 12 (Management of User ID and Password), Section 3 of Article 13 (Suspension of the Service, etc.), Article 15 (Disclaimer), Article 19 (Governing Law), Article 20 (Court of Jurisdiction), and Article 21 (Miscellaneous Provisions) shall survive and remain in force after termination of the Service Agreement.

#### Article 18 (Modification of Terms and Conditions)

1. MAX may, at any time when MAX finds it necessary, revise the content of the Terms and Conditions.
2. The revised Terms and Conditions shall be effective upon being published in the Service.
3. The revised Terms and Conditions will be displayed on a screen of the App. when the Tool User uses the Service for the first time after the revision. The Tool User shall be able to continue using the Service after confirming the revised content and pressing a button for indicating the agreement to the revision(s).

#### Article 19 (Governing Law)

The Service Agreement and the Terms and Conditions shall be governed by and construed under the laws of Japan.

#### Article 20 (Court of Jurisdiction)

A law suit or any other conflicts between MAX and the Tool User shall be brought to the Tokyo District Court as the agreed exclusive jurisdiction of the first instance.

#### Article 21 (Miscellaneous Provisions)

1. The Terms and Conditions constitute the entire agreement between the Tool User and MAX, and shall apply to any matters concerning the Service.
2. Even if any one of the provisions or a part thereof in the Terms and Conditions is deemed invalid or unenforceable, the remaining provisions thereof shall continue to be in full force and effect.

#### Supplementary Provision

First edition: Established and implemented on September 1, 2024