

Terms of Use

This Terms of Use (hereinafter referred to as the "Terms") set forth the terms and conditions related to the Technical Information Site for ROKI TECHNO Members Only (hereinafter referred to as the "Website"). Before using the Website, the User as defined in section 1.1 must acknowledge and agree to all of conditions of the Terms.

Article 1 (Application)

1. The Terms is intended to define rights and obligations between ROKI and any corporation or individual using the Website (hereinafter referred to as the "User") with regard to the use of the Website and shall apply to any and all relationships related to the use of the Website between the User and ROKI.
2. In the event the of the provisions resulting in a conflict between the Terms and any description in the Website, the provisions of the Terms shall prevail and apply accordingly.

Article 2 (Registration)

1. Any corporation or individual who wishes to use the Website (hereinafter referred to as the "Applicant") shall apply by agreeing to comply with the Terms and providing ROKI with certain information as set forth by ROKI (hereinafter referred to as the "Registration Information") in the manner set forth by ROKI.
2. ROKI will determine whether or not to register the Applicant in accordance with its standards and notify the Applicant if ROKI approves the registration. Registration as an user shall be deemed completed upon the notice by ROKI in this section.
3. Upon completion of the registration as set forth in the preceding clause, an agreement for the use of the Website (hereinafter referred to as the "Agreement") shall be concluded between the User and ROKI, and the User shall be able to use the Website in accordance with the Terms.
4. ROKI may refuse registration or re-registration if the Applicant falls under any of the following conditions, and ROKI has no obligation to disclose the reasons.
 - (1) Any misstatements, errors, or omissions in all or part of the Registration Information provided to ROKI.
 - (2) If ROKI determines that the User have breached any contract with ROKI in the past or are related to ROKI
 - (3) In the event of any of the actions set forth in Article 6
 - (4) If the Applicant is a competitor of ROKI or its affiliates
 - (5) Otherwise, if ROKI determines that registration is inappropriate

Article 3 (Change of Registration Information)

In the event of any change in the Registration Information, the User shall notify ROKI of such change without delay in the manner prescribed by ROKI.

Article 4 (Management of passwords and user ID)

1. The User shall properly manage and store passwords and user ID related to the Website at its own responsibility. The User shall not allow third parties to use the passwords and user ID, or lease, transfer, or change name.
2. The User shall be responsible for any damage caused by inadequate management of the password or user ID, misuse, or use by a third party.

Article 5 (Use and Rights to Content)

1. The User may use the content provided on the Website in accordance with the Terms. However, the following uses are not permitted.

- ① Providing to those who belong competitors of ROKI or its affiliates
- ② Use with an intention to harm ROKI or its affiliates
- ③ Any use that infringes on the rights or interests of ROKI and the content owner.

2. Content, images, videos, etc. on the Website are protected by copyright law, trademark law, and other intellectual property laws. Except as permitted in the Terms or on the Website, the User shall not copy, transmit, distribute, transfer, adapt, etc. any content beyond the scope of selection and review of ROKI products. In addition, the rights to each trademark, logo, and trade name used on the Website belong to ROKI or the owners of each right.

Article 6 (Deletion of Registration)

ROKI may, without prior notice or demand, delete or hide the posted data, temporarily suspend the use of the Website by the User or delete the registration as a user if the User falls under any of the following conditions.

- ① In the event of a breach of any of the provisions of the Terms
- ② When it is found that there is a false fact in the Registration Information
- ③ Otherwise, if ROKI determines that it is inappropriate to use the Website or continue to register as a user

Article 7 (Withdrawal)

1. Upon completion of procedures by ROKI, the User may withdraw from the membership and cancel his/her registration as a user.
2. The handling of user information after withdrawal shall be in accordance with the provisions of Article 11.

Article 8 (Modification or Termination of the Website)

1. ROKI may modify or terminate the Website at its sole discretion.

2. If ROKI terminates the service by the Website, ROKI shall notify the User in advance.

Article 9 (Disclaimer and Waiver of Warranties)

The User acknowledge that the content of the Website is provided for illustrative purposes in selecting and reviewing ROKI products. ROKI assumes no responsibility for any use of the content by the User.

Article 10 (Confidentiality)

Unless otherwise approved in writing in advance by ROKI, the User shall treat as confidential information that ROKI disclose to the User for the purpose of confidential treatment in connection with the Website.

Article 11 (Handling of User Information)

1. The handling of user personal data by ROKI shall be subject to the privacy policy (stipulated in https://www.rokitechno.co.jp/assets/pdf/personal_information_protection_agreement_en.pdf).
2. ROKI may, at its sole discretion, disclose the Users' personal data to the third party only for the purposes set forth in the privacy policy. In such cases, ROKI shall process the User's personal data in such a way that the individual cannot be identified.

Article 12 (Changes to the Terms)

ROKI may amend the Terms if deemed necessary by ROKI.

Article 13 (Notice)

1. Any notice from the User to ROKI (e.g., inquiries about the Website) or from ROKI to the User (e.g., notice of changes to the Terms) shall be made in a manner determined by ROKI.
2. Any notice from ROKI shall be deemed to have been received by the User when such notice reaches to the User's e-mail address or contact information in the Registration Information.

Article 14 (Assignment)

The User shall not assign, transfer, or otherwise dispose of its rights or obligations under the Agreement to any third party without prior written approval by ROKI.

Section 15 (Governing Law and Courts of Jurisdiction)

1. The Terms shall be governed by the laws of Japan.
2. All disputes arising out of or in connection with the Terms shall be submitted to the Tokyo District Court as the court of exclusive jurisdiction of the first instance.

[Established on November 29, 2023]