

Terms of use AGREEMENT

•Article 1 (Purpose)

1. These terms of use (“Terms of Use”) are applicable to all Users (defined below) of the “Mimaki 3D Print prep Pro” service(s) (“Services”) provided by Mimaki Engineering Co., Ltd. (“Company”). Users must agree to these Terms of Use before using the Services.

2. These Terms of Use stipulate terms and conditions for using the Services. All Users registered in the Services must use the Services in accordance with the conditions as stated in these Terms of Use as applicable, including age and usage.

3. Once a User agrees to these Terms of Use, the Company and such User will have to enter into an Agreement (as defined in Article 2 of these Terms of Use).

•Article 2 (Definitions)

For the purposes of these Terms of Use, the following terms have the following meanings:

(a) “Agreements” mean Services agreements to be concluded between the Company and Users under the terms and conditions as stipulated in these Terms of Use;

(b) “User” or “Users” mean a person or all persons registered with the Services;

(c) “User Information” means ID and password of Users; and

(d) “Communication Equipment” mean smartphones, tablets, and computer equipment.

•Article 3 (User Registration)

1. A person who intends to become a User must agree to the contents of these Terms of Use and complete the registration process based on the procedures required by the Company.

2. If there is any change to the information registered by the Users in accordance with paragraph 1 of this Article 3, Users must immediately change the registered information.

3. The Company may refuse registration made by the Users at its sole discretion.

4. Users are prohibited from permitting any third party to use their accounts on the Services, transfer, assign or pledge such accounts as collateral to any third party.

•Article 4 (Contents of the Services)

The Services that the Company provides to the Users consist of online service for repairing and optimizing 3D design files.

This software service is a cloud version. We have confirmed the operation of the Internet browser with Mozilla, Firefox and Google Chrome. If you want to use it with other browsers, please check the operation by yourself.

• Article 5 (Usage Fees)

- 1.Fees for the Services will be decided in accordance with the price table designated by the Company.
- 2.Users must make payment for the fees only by a method designated by the Company. All charges made through the Service are facilitated through Stripe Connect , third-party payment processing services (“Payment Processor(s)”). Users must agree and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service .
- 3.The currency of payment is US dollars. If you pay in a currency that is different from the denominated currency of your payment method (which is probably the case if your bank or credit card account is not denominated in U.S. Dollars), your payment company (such as your credit or bank card issuer) or third-party payment processor may apply a currency conversion rate or fees to your payment. You are sole responsible for any such conversion related fees.

• Article 6 (Management of User Information and Communication Equipment)

- 1.Users must prepare all the necessary equipment, including Communication Equipment and transportation necessary for enjoying the Services at their own expense. Users must bear all the communication costs necessary for using the Services.
- 2.Users must manage their User Information and Communication Equipment. Users are responsible for any damage, including damage arising from mis-management of User Information or Communication Equipment, errors in using the Services, and use of Services by any third party. The Company will not be responsible for any such damage unless it is caused by the Company’s negligence or willful misconduct.
- 3.Users must immediately inform the Company and follow the Company’s instructions if there is any indication of third party’s use of Users’ Information or Communication Equipment.

• Article 7 (Conditions for Providing the Services)

The Company may suspend or change the Services without notifying Users of such suspension or change for any reason, including due to maintenance.

• Article 8 (Intellectual Property Rights)

- 1.If a User or Users post or upload their work product on the platform used in the Services, such User or Users must agree to grant, free of charge and to an unlimited extent, the Company a license to use all copyrights (including the rights stipulated in Articles 27 and 28 of the Copyright Law) concerning any part or all of such work for any purpose.
- 2.Users may not use, reproduce, transmit or modify any information or contents provided in the Services (collectively, “Company Contents”) beyond the scope of “private use” as stipulated in the Copyright Act of Japan.

3.All intellectual property rights, including copyrights, patents, utility model registrations, trademark rights, design rights, and rights to make registrations based on such former rights (collectively “Intellectual Property Rights”) relating to the Services, belong to the Company or to the licensors granting licenses to the Company. Users must not create any derivative work of the Company Contents, including reproducing, distributing, transmitting, or modifying the Company Contents.

4.If Users breach any provision of this Article 8 and cause any damage to the Company, such Users must resolve such damage at their sole cost and expense and take the appropriate measures to hold the Company harmless from any disadvantage, burden or damage.

5.Users must not exercise their authors’ personal rights (including rights to make a work public, rights to indicate a name, and rights to preserve integrity) concerning any part or all of their posted contents, which might potentially be a copyright work, against the Company, any third party which duly obtains relevant rights from the Company, or any person which succeeds such rights from such third party.

•Article 9 (Prohibited Acts)

1.Regarding Users’ use of the Services, the Company prohibits any of the following acts:

(a)acts that breach the Terms of Use;

(b)acts that violate or likely violate proprietary and personal rights, including Intellectual Property Rights and publicity rights of the Company or any third party including a licensor granting a license to the Company;

(c)acts that cause or likely cause any disadvantage or damage to the Company or any third party;

(d)acts that unlawfully damage or likely damage the honor, right, or credit of other persons;

(e)acts that breach any rules including laws, regulations, and municipal ordinances;

(f)acts that damage or likely damage any public policy, and acts that provide other Users or any third party with information which likely damage any public policy;

(g)criminal acts, any acts which lead to criminal acts, or acts to instigate or likely instigate such acts;

(h)acts that provide false information or information that is likely false;

(i)acts that prevent or likely prevent the Services from its normal operation, including unlawful access to the Company’s systems, or that falsify program codes, falsify location information, cheat using any Communication Equipment and applications, and spread any computer virus;

(j)acts that use Macro program or any function or tool enabling automatic manipulation;

(k)acts that damage or likely damage the credibility of the Services;

(l)acts that cause any negative influence upon young people or their sound growth;

(m)acts that pretend to be a third party and use the Services, such as using other Users’ accounts;

(n)fraud and illegal purchase of a bank account or a portable phone;

(o)criminal acts or acts of terrorism, or any such suspected acts; or

(p)any other acts which the Company deems inappropriate.

2.If the Company considers that any acts of Users fall under any of the items stated in (a) to (p) above, the Company may take any or all of the following measures, without notifying such Users in advance:

(a)limit usage of the Services;

(b)terminate the Agreements and remove such Users; and

(c)take any other measures which the Company deems necessary.

•Article 10 (Termination for Cause)

1.The Company may unilaterally terminate the Agreements with Users if such Users fall under any of the following categories:

(a)if information registered by the Users contains false information;

(b)if a User or Users have been removed from the Services before;

(c)if a person including a User's heirs inform the Company of such User's death or if the Company confirms such User's death;

(d)if a minor uses the Services without the consent of the minor's legal representative;

(e)if an adult under guardianship, a person under curatorship, or a person under other similar assistance uses the Services without the consent of his or her adult guardian, curator or assistant;

(f)if Users do not respond to the Company's request promptly; and

(g)if the Company deems it necessary to terminate the Agreements with Users.

2.With respect to paragraph 1 of this Article 10, the Company may unilaterally terminate the Agreements with such Users by giving notifications to such Users no later than thirty (30) days before such termination.

3.If any Agreement with a User or Users is terminated in accordance with paragraph 1 or 2 of this Article 10, all the obligations of the User or Users will be removed from the Services as a result of such termination will be accelerated and become immediately due and payable, and such Users must forthwith fulfill all of its obligations to the Company.

•Article 11 (No Guarantee and Disclaimer)

1.The Company does not make any guarantee that contents of the Services are complete, accurate, or valid and the Company does not guarantee that the Services will not be interrupted, stopped, or undergo any other failure.

2.During use of Services by Users, transition may sometimes occur from the Services to other relevant services operated by a third party ("External Services"). In this case, Users must agree to the terms and conditions, including the terms of use, of such External Services, and use of the Services and such

External Services by the Users at their sole responsibility. The Company does not make any guarantee that the contents of External Services are complete, accurate or valid.

3.The Company is not obliged to compensate any Users for any damage such Users may incur due to their failure to change the information registered in the Services.

4.Users must use the Services within the scope permitted by all applicable laws and regulations. The Company will not be responsible for any breach of laws or regulations of any country, including Japan, by Users.

5.The Company will not be responsible for any damage caused by loss of User Information due to unforeseen acts, including unlawful access by any third party.

6.The Company will not be responsible for any non-performance of a part or all of obligations under the Agreements due to force majeure events beyond the Company's control, including an act of God, fire, labor strike, trade suspension, war, civil war, and outbreak of an infectious disease.

7.The Company will not be responsible for any problem that occurs between the Users (which is related or not related to the Services) in connection with usage of the Services. Such Users must resolve such problem at their sole cost and expense.

• Article 12 (Damages)

1.Users must compensate the Company for any damages arising from any breach of these Terms of Use or use of the Services (including lost profit and attorneys' fees).

2.Unless otherwise stipulated, the Company will not be responsible for any damage incurred by Users as long as there is not willful misconduct or gross negligence on the part of the Company. If the Company compensate for any damages, the amount of such compensation will be, at the maximum, the total of the Services usage fees for a period of one (1) year leading up to the date of damage occurrence.

• Article 13 (Elimination of the Services)

1.The Company may eliminate the Services at its sole discretion.

2.In the case of paragraph 1 of this Article 13, the Company will not be responsible for any ensuing damage unless the Company causes such damage by its willful misconduct or gross negligence.

• Article 14 (Confidentiality)

1.Users and the Company must strictly and appropriately manage any confidential information (including know-how of the Services, information of the Company's systems, and any technical or business confidential information) of the other party, and must not disclose, provide or divulge such confidential information to any third party without the prior written consent of the other party.

2.Upon the other party's request or the termination of Agreements, Users and the Company must return confidential information to the other party, or destroy confidential information, without delay in accordance with the other party's instructions and must not use such confidential information thereafter.

3.If the Company discloses Users' confidential information to an affiliate or an out-source of the Company with the consent of such Users, the Company will not be responsible for the handling of such confidential information by such affiliate or out-source.

4.The Company may use Users' confidential information for the purpose of providing the Services.

• Article 15 (Exclusion of Anti-Social Forces)

1.Users represent that they are not a gang, a gang member, an individual that left a gang within the last 5 years, a quasi-member of a gang, a gang affiliate or group, soukaiya, a blackmailer camouflaged as a social movement activist, a special intelligent violent group, or any other groups or persons equivalent to any of the above (hereinafter referred to collectively as the "Anti-Social Forces") and that Users do not fall under any of the following categories, and warrant that Users will not fall under any of the following categories in the future:

(a)Users have relationships where Anti-Social Forces are recognized to control the management;

(b)Users have relationships where Anti-Social Forces are recognized to be substantially involved in the management;

(c)Users have relationships in which such Users are recognized to be using illegal Anti-Social Forces; for example, for the purpose of acquiring wrongful gain for itself or a third party, or for the purpose of inflicting damage on a third party;

(d)Users provide funds or benefits to Anti-Social Forces; or

(e)Users' officers or persons substantially involved in its management have socially reprehensible relationships with Anti-Social Forces.

2.Users warrant that they will not engage in any of the following actions, either by themselves or through the use of a third party:

(a)violent demands;

(b)unlawful and unjust demands;

(c)threatening behavior or use of violence in connection with Agreements;

(d)spreading rumors, damaging the reputation of the Company by using fraudulent means or force, or obstructing the service of the Company; and

(e)any other actions equivalent to any of the foregoing.

3.If Users fall under any of the categories in paragraph 1 of this Article 15, conduct any actions as set forth in paragraph 2 of this Article 15, or make any false statement concerning their representations and warranties as set in paragraph 1 of this Article 15, the Company may terminate the Agreements without any written notice, regardless of any ground attributable to the Company.

4.Users acknowledge and agree that if the Company terminates the Agreements in accordance with paragraph 3 of this Article 15, the Company will not be responsible to compensate Users for any damage caused by the termination of Agreements.

• Article 16 (Enquiry)

1.The Company will use its reasonable efforts to answer Users’ enquiries concerning the Services. However, the Company will not be obliged to make such answer, unless otherwise obliged by laws, regulations, or these Terms of Use.

2.The Company will not be obliged to explain the reason for not answering any specific enquiries from a User.

• Article 17 (Prohibition of Assignment of Status)

Neither Users nor the Company may, without the prior written consent of the other party, transfer the contractual status under the Agreements or these Terms of Use to a third party, assign or transfer all or part of its rights and obligations under the Agreements or these Terms of Use to a third party, or encumber its rights under the Agreements or these Terms of Use as collateral.

• Article 18 (Personal Information)

The Company will handle personal information in connection with the Services, pursuant to “Privacy Policy” (<https://ir-eng.mimaki.com/privacy.html>) stipulated by the Company.

• Article 19 (Severability)

1.If a provision of these Terms of Use is held invalid under any applicable law, such invalidity will not affect any other provision of these Terms of Use that can be given effect without the invalid provision.

2.If a provision of these Terms of Use is held invalid under any applicable law in relation to a part of Users, such invalidity will not affect any provision of these Terms of Use in relation to the other Users.

• Article 20 (Measures against Breach)

1.If Users find any act of breaching these Terms of Use, Users must inform the Company of such breach.

2.Users may not file any objection to the Company’s measures against any act of breaching these Terms of Use.

• Article 21 (Amendment)

1.The Company may amend these Terms of Use in accordance with Article 548-4 of the Civil Code of Japan in any of the following events:

(a)if the amendment to these Terms of Use aligns with the general interest of Users; or

(b)if the amendment to these Terms of Use does conflict with the purpose of the Agreements, and it is reasonable in light of the circumstances concerning the amendment such as the necessity of the amendment, the appropriateness of the details of the amended conditions, and the details of such provisions.

The amended Terms of Use will apply to the Agreements.

2.If the Company intends to amend these Terms of Use, the Company will specify the effective date of such amendment, and notify the Users of its intention to amend these Terms of Use, the details of the amended terms of these Terms of Use, and the date of such amendment, by a method designated by the Company in no later than two (2) weeks before such amendment

3.Notwithstanding paragraph 1 and 2 of this Article 21, Users will be deemed to have agreed to such amendment if Users do not cease the use of Services or do not terminate the Agreements upon receiving such notification from the Company.

•Article 22 (Governing Law)

These Terms of Use will be governed by and construed in accordance with the laws of Japan.

•Article 23 (Jurisdiction)

Any dispute between Users and the Company will be adjudicated in the Tokyo District Court in Japan.

•Article 24 (Miscellaneous)

1.Users must follow any rules separately stipulated by the Company regarding any matter not covered in these Terms of Use. In this case, such rules will constitute as an inseparable part of these Terms of Use.

2.Rules as stipulated in paragraph 1 of this Article 24 will be effective the moment such rules are published or announced on the place designated by the Company.

3.If there is any conflict between such rules as stipulated in paragraph 1 of this Article 24 and these Terms of Use, these Terms of Use will prevail.

supplementary provisions

Established and affective on October 5, 2021